BEFORE THE MAHARASHTRA ELECTRICITY

REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:

VELGAON POWER TRANSMISSION LIMITED

… PETITIONER / APPLICANT

Versus

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED AND ORS.

… RESPONDENTS

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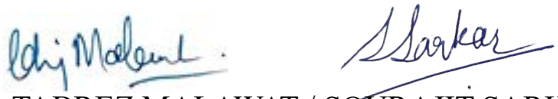
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PLACE : New Delhi

DATE: 12.02.2026

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

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

AND IN THE MATTER OF:

Velgaon Power Transmission Limited … Petitioner / Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

… Respondents

MEMO OF PARTIES

IN THE MATTER OF:

Velgaon Power Transmission Limited

Through its Authorized Representative,

Plot No. IN-KHNO 414, 415, 416, 417, 418,

MIN Ground Floor, New Delhi – 110038

Email: velgaon@ceigall.com, t-d@ceigall.com

… Applicant / Petitioner

Versus

1. **Maharashtra State Electricity Distribution Company Limited,**

   Prakashgad, Plot No. G-9,

   Dr. Anant Kanekar Marg, Bandra (East),

   Mumbai – 400 051.

   Email: webmaster@mahadiscom.in

2. **Tata Power Company Ltd – Distribution,**

   Bombay House, 24 Homi Mody Street,

   Fort, Mumbai – 400 001.

   Email: info@tatapower-ddl.com

3. **Adani Electricity Mumbai Limited - Distribution,**

   Adani Corporate House,

   Shantigram, Near Vaishnodevi Circle

   SG Highway, Khodiyar, Ahmedabad, Gujarat -382421

   Email: helpdesk.mumbaielectricity@adani.com

4. **Brihanmumbai Electric Supply and Transport Undertaking (BEST),**

   BEST Bhavan, BEST Marg, Colaba,

   Mumbai – 400 001.

   Email: dcedsm@bestundertaking.com

5. **Indian Railways,**

Central Floor, Railway Headquarters, 2nd Floor,
Parcel Office Building,
Mumbai CST – 400 001.
Email: dgrpf@rb.railnet.gov.in

6. **Mindspace Business Parks Private Limited,**
Plot No. C-30, Block 'G', Mindspace Complex,
Bandra-Kurla Complex, Bandra (East),
Mumbai – 400 051.
Email: krcpower.ho@kraheja.com

7. **Gigaplex Estate Private Limited,**
Raheja Tower, Plot No. C-30, Block-G, BKC,
Bandra (East),
Mumbai – 400 051.
Email: krcpower.ho@kraheja.com

8. **KRC Infrastructure and Projects Private Limited,**
Plot No. C-30, Block 'G',
Opposite SIDBI, Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051.
Email: krcpower.ho@kraheja.com

9. **Nidar Utilities Private Limited Liability Partnership,**
Unit No. 101, 1st Floor,
BG House, Hiranandani Gardens,
Powai, Mumbai – 400 076.
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10. **Maharashtra Airport Development Corporation,**
8th Floor, World Trade Centre–I,
Cuffe Parade,
Mumbai – 400 005.
Email: consult.ele@madcindia.com

11. **EON Kharadi Infrastructure Private Limited (Phase-I),**
Tech Park One, Tower-E, S.N. 191A/2A/2,
Next to Don Bosco School, Off Airport Road,
Yerwada, Pune – 411 006.
Email: legal@eropower.in

12. **EON Kharadi Infrastructure Private Limited (Phase-II),**
Tech Park One, Tower-E, S.N. 191A/2A/2,
Next to Don Bosco School, Off Airport Road,
Yerwada, Pune – 411 006.
Email: legal@eropower.in

13. **Jawaharlal Nehru Port Trust,**
Administration Building, Nhava Sheva, Uran,
Navi Mumbai – 400 707.
Email: cma@jnport.gov.in

14. **Laxmipati Balaji Supply Chain Management Limited,**

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Dr. Annie Besant Road, Worli,

Mumbai – 400 018.

Email: sarvothama.shetty@arshie.com

15. **SEZ Bio-Tech Services Private Limited – Hadapsar,**

Off Soli Poonawalla Road,

Hadapsar, Pune – 411 028.

Email: ddlh@sezbiotech.com

16. **SEZ Bio-Tech Services Private Limited – Manjari,**

Off Soli Poonawalla Road,

Manjari, Pune – 411 028.

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17. **MITL – Bikaner (Bidkin),**

DMIC Cell, Maharashtra Industrial Development Corporation "Udyog Sarathi",

Mahakali Caves Road, Andheri (East),

Mumbai – 400 093.

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18. **MITL – Shendra,**

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Mumbai – 400 093.

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19. **REC Power Development and Consultancy Limited**

Core-4, SCOPE Complex,

7, Lodhi Road, New Delhi – 110003

Email: anilkperala@recpdcl.in, tbcb@recpdcl.in

20. **Chief Engineer (STU), Maharashtra State Electricity Transmission Co. Ltd.,**

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…**Respondents**

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Place : New Delhi
Date: 12.02.2026

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

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

AND IN THE MATTER OF:

Velgaon Power Transmission Limited

… Petitioner / Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

… Respondents

SYNOPSIS AND LIST OF DATES

S. No.	Date	Particulars	Exhibit	Page no
1)	13.01.2025	6th meeting of the Empowered Committee wherein the Project		

		was deliberated upon and approved.		
2)	12.02.2025	The Government of Maharashtra vide its Government Resolution No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 appointed Respondent No. 15 – REC Power Development and Consultancy Limited ("**RECPDCL**") to be the Bid Process Coordinator ("**BPC**") for selection of bidder as Transmission Service Provider ("**TSP**") for establishment of 400/220 kV Velgaon Substation (GIS) through TBCB process on build, own, operate and transfer basis (hereinafter referred to as "**Project**").		
3)	13.03.2025	Notice inviting tender ("**NIT**") was issued in English and Hindi by RECPDCL, inviting proposals for setting up of transmission projects on Build, Own, Operate and Transfer ("**BOOT**") following the single-stage two-envelope process of RFP.		

4)	13.03.2025	RECPDCL issued the RFP for selection of TSP for establishing the Project.		
5)	29.03.2025	The Petitioner was incorporated as a wholly-owned subsidiary of RECPDCL for carrying out activities of a TSP in relation to the Project, to be subsequently acquired by the successful bidder.		
6)	03.04.2025	RECPDCL issued Amendment – I to the RFP.		
7)	15.04.2025	RECPDCL submitted letter to the District Collector, Palghar Collector Office requesting allotment of approximately 15 acres of private land for establishing the Project.		
8)	05.05.2025	RECPDCL issued Amendment – II and Clarifications to the RFP.		
9)	09.05.2025	Petitioner submitted letter to Additional Chief Secretary (Energy), Government of Maharashtra seeking administrative approval for laying overhead lines under		

		Section 68 of the Electricity Act.		
10)	10.05.2025	RECPDCL issued Amendment – III to the RFP		
11)	14.05.2025	RECPDCL issued Amendment – IV to the RFP		
12)	19.05.2025	MSETCL issued letter notifying the constitution of the Bid Evaluation Committee for intra-State transmission project through TBCB route.		
13)	19.05.2025	RECPDCL issued Amendment – V and additional clarifications to the RFP		
14)	29.05.2025	RECPDCL issued Amendment – VI to the RFP		
15)	11.06.2025	RECPDCL issued Amendment – VII to the RFP		
16)	18.06.2025	RECPDCL issued additional clarifications to the RFP		
17)	18.07.2025	E-Reverse Auction ("**E-RA**") conducted pursuant to opening of bids.		
18)	29.07.2025	Bid Evaluation Committee furnished its certificate supporting the tariff discovered pursuant to E-RA.		

19)	05.08.2025	Government of Maharashtra issues letter granting approval under Section 68 of the Electricity Act for laying of overhead transmission lines		
20)	23.11.2025	Letter of Intent ("**LOI**") issued by RECPDCL to CIL declaring it as the successful bidder considering that its bid of INR 585.00 million was the lowest discovered tariff.		
21)	28.11.2025	CIL vide its letter to RECPDCL conveyed its acceptance of the LOI dated 23.11.2025		
22)	19.12.2025	Ministry of Power issued letter bearing F. No. 27-44/1/2024-REC DESK conveying its approval for acquisition of the Petitioner by CIL.		
23)	09.01.2026	Transmission Service Agreement executed between MSETCL and the Petitioner recording the terms and conditions for establishment and operation of the Project and payment of Annual Transmission Charges.		
24)	09.01.2026	Letter from the Petitioner to RECPDCL furnishing a copy		

		of the Contract Performance Guarantee ("**CPG**") of INR 9,35,00,000 /- dated 07.01.2026.		
25)	09.01.2026	Share Purchase Agreement executed by and amongst RECPDCL, the Petitioner and CIL recording the terms and conditions for acquisition of the Petitioner by CIL.		
		Hence, the present Application		

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

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

AND

IN THE MATTER OF:

Velgaon Power Transmission Limited … Petitioner / Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors

… **Respondents**

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

MOST RESPECTFULLY SHOWETH

I. CONSPECTUS

1) The present Application is being preferred by Velgaon Power Transmission Limited ("**Applicant**") under Sections 14, 15 and 86(1)(d) of the Electricity Act, 2003 ("**Electricity Act**") read with Regulation 4 of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 ("**Transmission License Regulations**") to seek grant of Transmission License for establishment, ownership, operation and maintenance of an intra-state transmission system comprising of 400 / 220 kV Velgaon Substation (GIS) ("**Project**"), to be established through a tariff-based competitive bidding (TBCB) process by the Applicant under Section 63 of the Electricity Act on a build, own, operate and transfer (BOOT) basis.

2) The Project is proposed to create additional source point to Mumbai and address loading constraints of 400 / 220 kV Boisar (PG) ICTs in case of unavailability of embedded generation of Mumbai. The Project shall enhance power transmission capacity and improve reliability of the transmission infrastructure in Mumbai Metropolitan Region. Such key issues, amongst others, were discussed and deliberated upon in the 6th meeting of the Empowered Committee held on 03.01.2025, subsequent to which the Project was approved. Subsequently, the Respondent No. 15 – REC Power Development and Consultancy Limited ("**RECPDCL**") was appointed as the Bid Process Coordinator ("**BPC**") for implementation of the subject transmission system through TBCB route.

3) The Applicant, being a company under the Companies Act, 2013, having its registered office at the address mentioned in the cause title, was incorporated on 29.03.2025 by RECPDCL as its 100% wholly owned subsidiary to initiate activities for execution of the project and thereafter to act as the Transmission Service Provider ("**TSP**") after being acquired by the successful bidder selected through the TPCB Process.

4) The Government of Maharashtra vide its Government Resolution No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 appointed RECPDCL to be the BPC for selection of bidder as TSP for establishment of 400/220 kV Velgaon Substation (GIS) through TBCB process on build, own, operate and transfer basis (hereinafter referred to as "**Project**") consisting of following elements:

Establishment of 400/220 kV Velgaon Substation (GIS)		
Sl. No.	**Name of the Transmission Element**	**SCOD in months from Effective Date**
1	Establishment of 3x500 MVA, 400 / 220 kV ICT Velgaon S/s (GIS) • 400/220 kV, 500 MVA ICT – 3 Nos. • 400 kV ICT bays – 3 Nos. • 400 kV Line bays – 3 Nos. • 220 kV ICT bays – 3 Nos. • 220 kV line bays – 10 Nos.	24 Months from Effective Date

	• 125 MVAr Bus Reactor at 400 kV level – 1 No. • 220 kV Bus Sectionaliser Bay – 1 No. **Space for Future Scope:** • 1x500 MVA, 400/220 kV ICT • 400 kV Line bays for connectivity with Boisar. II (PG) – 02 Nos. • 220 kV Line bays – 04 Nos. • 400 kV ICT bay – 1 No. • 220 kV ICT bay – 1 No. • 220 kV Bus Sectionaliser bay – 1 No.	
2	400 kV LILO on Tarapur-Kudus II D/C line at Velgaon GIS	
3	220 kV LILO on Dahanu-Ghodbunder D/C line at Velgaon GIS	
4	220 kV LILO on Boisar-Borivali S/C line at Velgaon GIS	
5	220 kV LILO on Dahanu-Versova S/C line at Velgaon GIS	
6	220 kV LILO on Boisar-Versova S/C line at Velgaon GIS	

5) RECPDCL, in its capacity as BPC, invited all prospective bidders for issue of Request for Proposal on 13.03.2025 ("**RFP**") to qualify/shortlist the Bidders for participation in the

bidding process, as part of the process for selection of TSP on the basis of international competitive bidding in accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under Section 63 of the Electricity Act.

6) In accordance with the RFP, a e-Reverse Auction ("**E-RA**") was conducted on 18.07.2025, pursuant to which Ceigall India Limited ("**CIL**") emerged as the successful bidder having the lowest quoted levelized annual transmission charge of INR 585.00 Million for the Project.

7) In view of above, it is evident that this Hon'ble Commission is empowered to grant license to the Applicant in terms of Section 14 read with Section 86 (1) (d) of the Electricity Act. Further, the Applicant has complied with all the relevant process and procedure provided under Section 15 of the Electricity Act read with Transmission License Regulations. In light of the same, it is humbly submitted that present application may be allowed and transmission license may be issued to the Applicant for the Project.

II. DESCRIPTION OF THE PARTIES

8) The Applicant is a company incorporated under the provisions of the Companies Act, 2013 as a Special Purpose Vehicle (SPV) under the TBCB framework for the purpose of developing, constructing, owning and operating and transferring the Project.

Pursuant to the execution of the Share Purchase Agreement dated 09.01.2026 ("**SPA**"), 100% of the equity shareholding in the Applicant is transferred to CIL, having been appointed as TSP.

9) The Respondent Nos. 1 – 18 are the Long-Term Transmission System Users ("**LTTSUs**"), being the beneficiaries of the Project.

10) The Respondent No. 19 – RECPDCL is a wholly-owned subsidiary of REC Limited. Vide Government Resolution No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025, the Government of Maharashtra has appointed RECPDCL as the BPC for selection of bidder as TSP to establish the Project.

11) The Respondent No. 20 – Maharashtra State Electricity Transmission Company Limited ("**MSETCL**") is a Government of India undertaking being the State Transmission Utility ("**STU**") for the State of Maharashtra in terms of Section 38 of the Electricity Act. MSETCL has been appointed as the nodal agency for the Project for executing and implementing the Transmission Service Agreement dated 09.01.2026 ("**TSA**") and making payment of the transmission tariff payable to the Applicant in terms thereof.

III. JURISDICTION

12) The Government of Maharashtra vide its Government Resolution No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 appointed RECPDCL to be the BPC for selection of bidder as TSP for establishment of 400/220 kV Velgaon Substation (GIS)

through TBCB process on build, own, operate and transfer basis. A copy of the Government Resolution No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 is annexed hereto and marked as **Exhibit – A**.

13) The BPC issued a single-stage RFP on 13.03.2025. A copy of the RFP document, along with subsequent amendments and clarifications thereto is annexed hereto and marked as **Exhibit – B**.

14) The objective of bidding process was to find a successful bidder who will acquire 100% of the equity shares of the Petitioner along with all the related assets and liabilities as per the provisions of the SPA, at the acquisition price of INR 1,88,87,232 /- (Indian Rupees One Crore Eighty Eight Lakhs Eighty Seven Thousand Two Hundred and Thirty Two only).

15) RECPDCL submitted a letter dated 15.04.2025 bearing reference no. RECPDCL/TBCB/Intra-State/Velgaon/2024-2025/119 to the District Collector, Palghar Collector Office requesting for allotment of approximately 15 acres of land for the development of the Project in village Kukade, tehsil Palghar, district Palghar, Maharashtra. A copy of the RECPDCL letter dated 15.04.2025 written to the District Collector, Palghar Collector Office is annexed hereto and marked as **Exhibit – C**.

16) The Petitioner submitted a letter to the Additional Chief Secretary (Energy), Government of Maharashtra on 09.05.2025 seeking administrative approval from the Government of Maharashtra for laying of overhead transmission lines under

Section 68 of the Electricity Act in relation to the Project. A copy of the letter dated 09.05.2025 submitted by the Petitioner to the Government of Maharashtra is annexed hereto and marked as **Exhibit – D**.

17) MSETCL issued a letter dated 19.05.2025 notifying the constitution of the Bid Evaluation Committee for intra-State transmission project through TBCB route in the state of Maharashtra, pursuant to the decision taken in the 7th meeting of the Empowered Committee held on 12.03.2025. A copy of the letter dated 19.05.2025 issued by MSETCL is annexed hereto and marked as **Exhibit – E**.

18) The bid submission date was extended multiple times through various notices, with the final extended deadline being 19.06.2025 up to 1600 hours (IST), and technical bids opening at 1630 hours (IST) on the same day. For ease of reference, the final timelines for the bidding process were as follows:

Date	Event
19.06.2025	Submission of Bid (Online submission of Bid through electronic bidding portal)
19.06.2025	Opening of Technical Bid
27.06.2025	Shortlisting and announcement of Qualified Bidders on bidding portal
30.06.2025	Opening of Financial Bid – Initial Offer
16.07.2025	CIL was declared Qualified Bidder by RECPDCL.
18.07.2025	Electronic e-Reverse Auction (Financial Bid – Final Offer) for the Qualified Bidders.

22.07.2025	Submission of original hard copies of Annexure – 3, Annexure – 4, Annexure – 6, as applicable and Annexure – 14 by the bidder with lowest Final Offer.
23.11.2025	Selection of Successful Bidder and issuance of LOI.
09.01.2026	Signing of RFP Project Documents, submission of CPG and transfer of Velgaon Power Transmission Limited

19) The bidding process was conducted on the electronic bidding platform created by MSTC Limited in accordance with Clause 2.5 of the RFP and comprised of the technical bid and the financial bid. CIL submitted its bids in the manner, and accompanied with the documents, as duly specified in the RFP. CIL submitted its technical and financial bids on 19.06.2025.

20) Thereafter, the Technical Bid was opened by the Bid Evaluation Committee and evaluated in terms of Section 3 (*Evaluation of the Technical and Financial Bid*) of the RFP, pursuant to which CIL was declared technically viable to participate in the financial bid. The initial Financial Bids were subsequently opened in the presence of the Bid Evaluation Committee, where the lowest initial financial offer received is INR 585.00 million. Considering the same, the remaining bidders were invited to match the lowest financial bid through the e-reverse auction ("**E-RA**"), conducted on 18.07.2025. Pursuant to the same, CIL emerged as the L1 bidder with a bid of INR 585.00 Million. Copies of the relevant communications pertaining to the bidding process and a copy of the certificate dated 29.07.2025 received

from the Bid Evaluation Committee are annexed hereto and collectively marked as **Exhibit – F (Colly.)**.

21) In the meantime, the Government of Maharashtra issued a letter dated 05.08.2025 in response to the above letter of the Petitioner dated 09.05.2025. Taking into consideration the projected demand of electricity in the state of Maharashtra and the need for increasing the capacity and to strengthen the transmission infrastructure to meet such increasing demand for electricity, the Government of Maharashtra accorded approval under Section 68 of the Electricity Act for laying of overhead transmission lines in relation to the Project. A copy of the letter dated 05.08.2025 issued by the Government of Maharashtra is annexed hereto and marked as **Exhibit – G**.

22) That subsequent to the above, CIL received the LOI on 23.11.2025 declaring that CIL is the successful bidder pursuant to the bidding process conducted in terms of the RFP. The annual transmission charges which were determined through the competitive bidding process as per above was **INR 585.00 Million** ("**Annual Transmission Charges**"). The said LOI was duly accepted by CIL vide letter dated 28.11.2025. A copy of the LOI dated 23.11.2025 and acceptance letter dated 28.11.2025 are annexed hereto and collectively marked as **Exhibit – H (Colly.)**.

23) Subsequently, the Ministry of Power, Government of India vide letter bearing F. No. 27-44/1/2024-REC DESK dated 19.12.2025 duly conveyed its approval for the acquisition of the Petitioner by CIL through divesting of RECPDCL's shareholding in the Petitioner. A copy of the letter dated

19.12.2025 issued by the Ministry of Power is annexed hereto and marked as **Exhibit – I**.

24) The TSA was duly signed between the Petitioner and the Respondent No. 16 - MSETCL on 09.01.2026. The said TSA recorded the terms and conditions on which the Petitioner is required to build, own, operate and transfer the Project and make available the assets of the Project on a commercial basis. A copy of the Transmission Service Agreement dated 09.01.2026 is annexed hereto and marked as **Exhibit - J**.

25) Thereafter, as per Clause 2.12 of the RFP, CIL submitted the Contract Performance Guarantee ("**CPG**") for an amount of INR 9,35,00,000 /- (Indian Rupees Nine Crores Thirty Five Lakhs only) dated 07.01.2026, valid till 09.04.2028 and with a claim date of 09.04.2029. The same was communicated by CIL to RECPDCL vide its letter dated 09.01.2026 along with a copy of the CPG. A copy of the Petitioner's letter dated 09.01.2026 along with CPG is annexed hereto and marked as **Exhibit – K**.

26) The scheduled date of commission ("**SCOD**") of the Project is 24 months from the effective date (*as defined in the TSA*). Clause 2.1 of the TSA specifies that the 'Effective Date' shall be the later of the following dates:

(a) Submission of CPG by the selected bidder.

(b) The Petitioner having been fully acquired by the successful bidder as per the SPA.

(c) Execution of the TSA.

Accordingly, the SCOD of the Project in the present case is 09.01.2028.

27) The SPA was executed on 09.01.2026 by and amongst RECPDCL, the Petitioner and CIL, subsequent to which CIL has acquired the Petitioner and completion of all procedural requirements as specified in the bid documents. A copy of the executed Share Purchase Agreement dated 09.01.2026 is annexed hereto and marked as **Exhibit - L**.

IV. GROUNDS

Re: The Applicant is in conformity with the statutory framework requiring grant of Transmission License:

28) The Applicant submits that, under Section 14 of the Electricity Act, the appropriate commission may grant a transmission license to any "person," as defined in Section 2(49) of the Electricity Act to include companies, bodies corporate, associations, or artificial juridical persons. Accordingly, pursuant to the TSA and Section 14, the Applicant seeks a transmission license for the Project.

29) Further, it is submitted that Section 15 (1) of the Electricity Act provides that every application under Section 14 shall be made in such manner and in such form as may be specified by the appropriate commission and shall be accompanied with such fees as may be prescribed.

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

Re: Sufficient compliance with the implications under the Transmission License Regulations:

31) The Hon'ble Commission in its Regulation 4 and Schedule 1 of the MERC TL Regulations 2004, as amended from time to time, has prescribed the form of Application to be made for a Transmission License and the Applicant is submitting herewith the application in such prescribed format along with the fees. Copy of the duly completed Schedule – I (Form – I), together with all enclosures / annexures is enclosed herewith and marked as **Exhibit – M.**

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

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

34) It is submitted that the Applicant shall publish a notice of its application for grant of licence in 2 daily English language

newspapers and 2 daily Marathi language newspapers in the proposed area of transmission as per Regulation 6.1 of the Transmission License Regulations. The Applicant shall also comply with all other requirements as provided in the regulations and shall place on record a compliance report on the record of this Hon'ble Commission. A copy of the draft public notice to be issued is annexed hereto and marked as **Exhibit – N**.

35) It is further submitted that the Applicant is submitting/furnishing a copy of the instant Application to the STU, as required under Section 15(3) of the Electricity Act for recommendations, if any, in accordance with Section 15(4), simultaneously along with submission of this petition to Hon'ble Commission.

36) Keeping in view of the above, the Applicant has fulfilled the eligibility criteria for grant of a transmission license as stipulated in the Transmission License Regulations and Electricity Act and therefore the Hon'ble Commission may grant the prayer as prayed for in the present Petition.

Re: Annual Transmission Charges discovered through full compliance of the TBCB framework:

37) The Applicant, incorporated under the Companies Act, 2013 is now a 100% owned subsidiary of CIL, which has been selected based on the TBCB process as per Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines

for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under Section 63 of the Electricity Act and as amended from time to time and thus eligible for issuance of transmission license.

38) The Applicant respectfully submits that obtaining the transmission license is a prerequisite for the execution of the arrangement outlined in the bid documents. A combined reading of Clauses 2.15.4 and 2.15.6 indicates that the absence of the requisite transmission license from this Hon'ble Commission, as per applicable law, constitutes valid grounds for annulment of the Project award. Accordingly, it is essential that this Hon'ble Commission grant the Applicant the necessary license to undertake activities as a transmission licensee pursuant to the Electricity Act and in fulfillment of the contractual obligations under the TSA.

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

Re: This Hon'ble Commission has previously granted a Transmission License to a similarly-placed entity:

40) It may be noted that this Hon'ble Commission has previously considered and allowed the grant of transmission license to a similarly-placed applicant having been awarded the transmission project through TBCB route. In ***M/s. Kharghar***

Vikhroli Transmission Private Limited v. Maharashtra State Electricity Distribution Co. Ltd. & Ors. [Case No. 141 of 2020], this Hon'ble Commission considered the application, the submissions and the necessary documentary evidence on record and opined that the applicant was eligible for grant of transmission license considering the compliance with statutory pre-requisites as per Section 15 of the Electricity Act read with the Transmission License Regulations.

41) In addition to the above, this Hon'ble Commission has also granted transmission licenses to various other applicants some of them are indicated below on the basis of completeness of records, and compliance with statutory pre-requisites:

- **Case No. 190 of 2020** – *In the case of Adani Electricity Mumbai Infra Limited (AEMIL)*
- **Case No. 60 of 2014** – *In the case of M/s. Vidarbha Industries Power Limited*
- **Case No. 112 of 2014** – *In the case of Tata Power Company Limited*

42) In the present case, it is reiterated that the Applicant has duly complied with the necessary statutory pre-requisites as enumerated in Section 15 of the Electricity Act read with the appropriate provisions of the Transmission License Regulations. Further, the Applicant duly undertakes to carry out such other works / provide such other information as may be deemed necessary and proper by this Hon'ble Commission. Accordingly, it is a fit case for this Hon'ble Commission to grant a transmission license to the Applicant for being able to carry out the development and operation of the Project.

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

43) The Applicant is a project-specific SPV, fully owned and controlled by CIL, a company having sufficient experience in development and operation of transmission and generation projects across India.

44) Further, the financial, technical and managerial capability of CIL has already been evaluated and accepted by RECPDCL during the TBCB process and therefore stands conclusively established for the purposes of grant of license.

45) The Project has been envisaged to create an additional source point to Mumbai and to address the load constraints of existing 400 / 220 kV Boisar (PG) ICTs. Further, it will directly assist in the enhancement of transmission capacity and improve reliability of the transmission infrastructure.

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

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

48) In accordance with Section 15 (3) of the Electricity Act read with Regulation 6 (2) of the Transmission License Regulations,

a copy of the present Application is being simultaneously served upon MSETCL, being the STU, for its comments and recommendations. A copy of the present Application is also being served upon RECPDCL, the BPC, to enable it to place on record its confirmation in respect of the TBCB process undertaken for the Project.

49) In accordance with Regulations 5 and 6 of the Transmission License Regulations, the Application along with annexures and enclosure has been hosted on the website of CIL, i.e., www.ceigall.com to facilitate access to the Application by any person through the internet.

50) The Applicant shall publish the requisite notices in the newspapers as per the Transmission License Regulations and after publication of the same, the Applicant shall place a copy of the said publications before this Hon'ble Commission.

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

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

PRAYER

In view of the aforesaid, it is most respectfully prayed that this Hon'ble Commission;

A. Grant a Transmission License to the Petitioner / Applicant – Velgaon Power Transmission Limited under Sections 14 and 15 of the Electricity Act, 2003 to build, own, operate and transfer the intra-state transmission system comprising of 400 / 220 kV Velgaon Substation (GIS) and associated transmission infrastructure forming a part of the Project, as provided for in the Request for Proposal dated 13.03.2025, Letter of Intent dated 23.11.2025, Transmission Service Agreement dated 09.01.2026, Share Purchase Agreement dated 09.01.2026, and more particularly described in Paragraph 4 of this Application;

B. Take on record and approve the acquisition of 100% equity shareholding of the Applicant by Ceigall India Limited pursuant to the Share Purchase Agreement dated 09.01.2026 and recognize the Applicant as the duly appointed Transmission Service Provider for the Project as described in Paragraph 4 of this Application and Transmission Service Agreement dated 09.01.2026 under the Tariff Based Competitive Bidding framework;

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

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

PETITIONER / APPLICANT

Filed Through

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

PLACE : New Delhi

DATE : 12.02.2026

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY

COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:

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

AND

IN THE MATTER OF:

Velgaon Power Transmission Limited

... Petitioner/Applicant

Versus

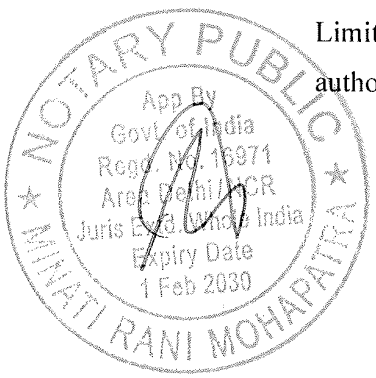
Maharashtra State Electricity Distribution Company Limited & Ors.

... Respondents

AFFIDAVIT VERIFYING THE PETITION

I, Chandan Singh, S/o Shri S.N. Singh, aged about 38 years, being the Authorized Representative of the Petitioner / Applicant vide Board Resolution dated 09.01.2026, having address at Plot No. IN-KHNO 414, 415, 416, 417, 418, MIN Ground Floor, New Delhi – 110038, do hereby solemnly affirm and state as under:

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



2. The statements made are based on information derived from the official records of the Petitioner/Applicant.

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

Solemnly affirmed at New Delhi on this 11th day of February 2026 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

IDENTIFIED

DEPONENT

Identified before me

11 FEB 2026

Place: New Delhi
Date: 11.02.2026

11 FEB 2026

NOTARY PUBLIC
App By
Govt. of India
Regd. No. 16971
Area Delhi/NCR
Juris Extd. Whole India
Expiry Date
1 Feb 2030
MINATI RANI MOHAPATRA

11 FEB 2026

ATTESTED
MINATI RANI MOHAPATRA
NOTARY DELHI-R-16971
GOVERNMENT OF INDIA
SUPREME COURT OF INDIA
COMPOUND NEW DELHI
REGISTER Pg./Sl. No.

11 FEB 2026

MINATI RANI MOHAPATRA
ADVOCATE (NOTARY)
Mob. No.: 8130128457

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

महाराष्ट्र शासन

उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग,

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

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय, मुंबई-४०० ०३२

दिनांक: १२ फेब्रुवारी, २०२५

वाचा :

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

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

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

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

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

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

७) MSETCL/CO/CE/STU-TBCB/EC/६th /८५१८ dtd. १२.१२.२०२४

८) MSETCL/CO/CE/STU-TBCB/EC/६th/००३२ dtd. ०१.०१.२०२५

९) MSETCL/CO/CE/STU-TBCB/EC/६th/०५१२ dtd. १७.०१.२०२५

प्रस्तावना :-

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

सदर समितीची सहावी बैठक दि.०३.०१.२०२५ रोजी पार पडली. सदर बैठकीत ५ प्रकल्पांकरीता निविदा प्रक्रिया समन्वयक Bid Process Co-ordinator (BPC) नियुक्तीबाबत चर्चा झाली. त्यानुसार ५ प्रकल्पांकरीता निविदा प्रक्रिया समन्वयक Bid Process Co-ordinator (BPC) नियुक्ती करण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय : -

राज्यात नवीन पारेषण प्रकल्प उभारणीसाठी वीजदरावर आधारित स्पर्धात्मक निविदा प्रक्रिया राबविण्यासाठी अधिकार प्राप्त समितीने (Empowered committee) सहाव्या बैठकीत पुढील पाच प्रकल्पांकरीता अनुक्रमे १) मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL) व २) मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL) यांना निविदा प्रक्रिया समन्वयक Bid Process Co-ordinator (BPC) म्हणून केलेल्या नियुक्तीस शासनाची मान्यता देण्यात येत आहे.

ग	सौर उर्जा प्रकल्प भविष्यातील जोडण्यासाठी २२० के.व्ही. आणि १३२ के.व्ही. पातळीवर वाहिनी बे जागेची तरतूद		

प्रकल्प-३- नवी मुंबईतील डाटा सेंटर साठी वीज पुरवठा करण्यासाठी महाराष्ट्रात पारेषण विस्तार योजना (७६५ / ४०० / २२० के.व्ही. महापे)

अ.क्र	प्रकल्पाचे तपशील	मार्गाची लांबी (किमी)/क्षमता (MVA) (अंदाजित)	निविदा प्रक्रिया समन्वयक
अ	७६५ के.व्ही. महापे (नवीन) ते ७६५ के.व्ही. पडघे (PG) (विद्यमान) उपरी द्विधारा ७६५ के.व्ही. वाहिनी	६० किमी	मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL)
ब	जी.आय.एस.- ४ x १५०० एम. व्ही. ए., ७६५ / ४०० के.व्ही. आय.सी.टी. व ७६५ के.व्ही. पातळीवर १ x २४० एम.व्ही.आर. बस रीएक्टर ची स्थापना.	जी.आय.एस. - ४ x १५०० एम. व्ही. ए., ७६५ / ४०० के.व्ही. आय.सी.टी. ७६५ के.व्ही. पातळीवर १ x २४० एम.व्ही.आर. बस रीएक्टर	
क	जी.आय.एस.- ४ x ५०० एम. व्ही. ए., ४०० / २२० के.व्ही. आय.सी.टी. ची स्थापना.	जी.आय.एस. - ४ x ५०० एम. व्ही. ए., ४०० / २२० के.व्ही. आय.सी.टी.	
ड	डाटा सेंटर ग्राहकांना भविष्यातील जोडण्यासाठी ४०० के.व्ही. पातळीवर वाहिनी बे साठी जागा		
इ	डाटा सेंटर ग्राहकांना भविष्यातील जोडण्यासाठी २२० के.व्ही. पातळीवर वाहिनी बे साठी जागा		
फ	७६५ के.व्ही. आपटा उपकेंद्र वाहिनीसाठी बे साठी जागा		

प्रकल्प-४- पुणे विभागातील पारेषण प्रणालीमधील अडथळे दूर करण्यासाठी आणि डाटा सेंटर साठी वीज पुरवठा करण्यासाठी करण्यासाठी महाराष्ट्रात पारेषण विस्तार योजना-
४०० के. व्ही. जेजुरी (विद्यमान) पासून ४०० के.व्ही. हिंजेवाडी पर्यंत

अ.क्र	प्रकल्पाचे तपशील	मार्गाची लांबी (किमी)/क्षमता (MVA) (अंदाजित)	निविदा प्रक्रिया समन्वयक
अ	४०० के. व्ही. जेजुरी (विद्यमान) पासून ४०० के.व्ही. हिंजेवाडी पर्यंत प्रत्येकी २००० मे. वॅ. क्षमतेची उपरी द्विधारा वाहिनी	१२० किमी	मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL)

प्रकल्प -५ - ४०० / २२० के.व्ही. वेळगाव उपकेंद्र स्थापन करणे

अ.क्र	प्रकल्पाचे तपशील	मार्गाची लांबी (किमी)/क्षमता (MVA) (अंदाजित)	निविदा प्रक्रिया समन्वयक
अ	४०० के. व्ही. तारापूर - कुडूस- २ या उपरी द्विधारा वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे	१ किमी	मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL)
ब	२२० के. व्ही. बोईसर - बोरीवली या उपरी एकल वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे	३.६५ किमी	
क	२२० के. व्ही. डहाणू - घोडबंदर या उपरी द्विधारा वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे		
ड	२२० के. व्ही. डहाणू - वर्सोवा या उपरी एकल वाहिनीचे ४०० के.व्ही. वेळगाव येथे लूप इन लूप आउट करणे		

Regarding the appointment of a Bid Process Coordinator (BPC) to implement a competitive bidding process based on electricity rates for the construction of new transmission projects in the state.

Government of Maharashtra
Industries, Energy, Labour and Mines Department,
Government Decision No.: Miscellaneous-0125/P.No.32/Energy-4,
Madam Cama Road, Hutatma Rajguru Chowk,
Mantralaya, Mumbai-400 032

Date: 12th February, 2025

Read:

1. Government Decision No. Miscellaneous-2018/Q. No.214/Energy-4 dated 04.01.2019
2. M.R.V.P.K.Marya./No./5240 dated- 13.08.2024
3. Government Decision no. Miscellaneous 2018/Q. No. 214/Energy-4 dated 21.08.2024
4. MSETCL/CO/STU/TBCB/5747 dtd. 23.08.2024.
5. MSETCL/CO/STU/TBCB/5748 dtd. 23.08.2024.
6. MSETCL/CO/CE/STU-TBCB/EC/6th/6713 dtd. 27.09.2024.
7. MSETCL/CO/CE/STU-TBCB/EC/6th/8518 dtd. 12.12.2024.
8. MSETCL/CO/CE/STU-TBCB/EC/67/0032 dtd. 01.01.2025.
9. MSETCL/CO/CE/STU-TBCB/EC/67/0512 dtd. 17.01.2025.

Introduction :-

An Empowered Committee has been constituted under the Government Decision dated 04.01.2019 to implement Tariff Based Competitive Bidding (TBCB) for the construction of transmission projects in the state.

The sixth meeting of the said committee was held on 03.01.2025. In the said meeting, the appointment of Bid Process Co-Ordinator (BPC) for 5 projects was discussed. Accordingly, the matter of appointing Bid Process Co-Ordinator (BPC) for 5 projects was under consideration of the government.

Government Decision: -

The Empowered Committee, in its sixth meeting, to implement a competitive bidding process based on electricity rates for the construction of new transmission projects in the state, has approved the appointment of 1) M/s PFC Consulting Ltd. (PFCCL) and 2) M/s REC Power Development and Consulting Ltd. (RECPDCL) as Bid Process Co-Ordinator (BPC) for the following five projects respectively.

C	Provision of conduit space at 220 kv and 132 kv levels for future connection of solar power projects.		

Project -3 : Transmission Expansion Scheme in Maharashtra to supply power to Data Centre in Navi Mumbai (765 / 400 / 200 kv Mahape)

A. NO.	Project Details	Route Length (km) / Capacity (MVA)	Tender Process Coordinator
A.	765 Kv Mahape (New) to 765 Kv Padghe (PG) (Existing) Overhead Double Drain 765 KV Conduit.	60 km	M/S PFC Consulting Ltd., (PFCCL)
B.	GIS 4X1500 M.V.A. 765/400 KV ICT and 1X240 MVR bus reactor installed at 765 KV V. Level.	G.I.S 4X1500 M.V.A 765/400 KV ICT 765 K.V. Level 1x240 M.V. Respondent Vas Reactor.	
C.	GIS 4x 1500 m V.A. 400/220 KV ICT Establishment of	GIS 4X500 m V.A.400/220 kV ICT.	

D.	Space of Conduit of 400 kv levels for future connection of data center customers.		
E.	Space for conduit of 22 kv level for future connection of data center customers		
F.	765 K.V. Apta Substation Line for the Site.		

Project – 4 To remove bottle necks in the transmission system in Pune region and to supply power data centers Transmission expansion plan in Maharashtra.

400 V. From jejuri (Existing) to 400 K.V. Hinjewadi

A. NO.	Project Details	Route Length (km) / Capacity (MVA) approximate	Tender Process Coordinator
A.	400 kv Jejuri (existing) to 400 kv Hinjewadi, each with a capacity of 2000 MW, overhead double – circuit line.	120 km	M/s. REC power Development and Consulting Ltd., (RECPDCL)

Project -5 Establishment of 400 / 220 K.V. Velgaon Substation.

A. NO.	Project Details	Route Length (km) / Capacity (MVA) approximate	Tender Process Coordinator
A.	400 kv Tarapur Kudus 2 overhead double conductor line to be looped in and looped out at 400 kv velgaon	1 km	

B.	220 kv Boisar Borivali overhead single line to be looped out at 400 kv Velgaon.	3.65 km	M/s. REC power Development and Consulting Ltd., (RECPDCL)
C.	220 kv Dhanu Ghodunder overhead double conductor line to be looped out at 400 kv Velgaon		
D.	220 kv Dhanu Versova overhead single line to be lopped in and looped out at 400 KV Velgaon		

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

REC Power Development

संदर्भ स: आरईसीपीडीसीएल/इंट्रा-स्टेट/टीबीसीबी/एमएसईटीसीएल/2024-25/५५५९ Date: 13.03.2025

सेक्रेटरी,
महाराष्ट्र विद्युत विनियामक आयोग
वर्ल्ड ट्रेड सेंटर नंबर 1
13वीं मंज़िल, कफ परेड
मुंबई-400005

Subject: Global Invitation for selection of Transmission Service Provider for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process. **- Copy of RFP Notification.**

महोदय,

As you may kindly be aware that Government of Maharashtra vide its Gazette Notification dated 12.02.2025 has appointed REC Power Development and Consultancy Limited as Bid Process Coordinator (BPC) for selection of Transmission Service Provider to establish transmission system on Build, Own, Operate & Transfer (BOOT) basis for the subject cited transmission project.

Accordingly, in accordance with the provision of Clause 4.2 of "Tariff Based Competitive Bidding Guidelines for Transmission Service" issued by Ministry of Power, GoI, we would like to intimate that the RFP process for the subject cited project has been initiated by way of Global Invitation in National/International newspapers on 13.03.2025 for selection of bidder as Transmission Service Provider. The important timelines in this regard is as below. :-

Sr. No.	Name of the Project	Last date of RFP Purchase	Last date for submission of response to RFP
1.	Establishment of 400/220 kV Velgaon Substation (GIS)	15.05.2025	16.05.2025 up to 1600 Hrs (IST)

The RfP notification and RfP document for the above project has also been uploaded on our websites www.recindia.nic.in and www.recpdcl.in.

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

धन्यवाद,

भवदीय,

13/03/25

अनिल कुमार पेराला
मुख्य प्रबंधक (तकनीकी)

संलग्न :जैसा कि ऊपर बताया गया है

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

REC Power Development

संदर्भ सं: आरईसीपीडीसीएल/इंट्रा-स्टेट/टीबीसीबी/एमएसईटीसीएल/2024-25/0137 Date: 13.03.2025

मुख्य अभियंता (राज्य ट्रांसमिशन यूटिलिटी)
महाराष्ट्र राज्य विद्युत ट्रांसमिशन कंपनी लिमिटेड
प्रकाशगंगा, 4वीं मंजिल/ए विंग, प्लॉट सी-19,
ई-ब्लॉक, बीकेसी बांद्रा (ई),
मुंबई-400051

Subject: Global Invitation for selection of Transmission Service Provider for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process. - **Copy of RFP Notification**.

महोदय,

As you may kindly be aware that Government of Maharashtra vide its Gazette Notification dated 12.02.2025 has appointed REC Power Development and Consultancy Limited as Bid Process Coordinator (BPC) for selection of Transmission Service Provider to establish transmission system on Build, Own, Operate & Transfer (BOOT) basis for the subject cited transmission project.

Accordingly, in accordance with the provision of Clause 4.2 of "Tariff Based Competitive Bidding Guidelines for Transmission Service" issued by Ministry of Power, GoI, we would like to intimate that the RFP process for the subject cited project has been initiated by way of Global Invitation in National/International newspapers on 13.03.2025 for selection of bidder as Transmission Service Provider. The important timelines in this regard is as below. :-

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The RfP notification and RfP document for the above project has also been uploaded on our websites www.recindia.nic.in and www.recpdcl.in.

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

धन्यवाद,

भवदीय,
13/03/25
अनिल कुमार पेराला
मुख्य प्रबंधक (तकनीकी)

संलग्न :जैसा कि ऊपर बताया गया है

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

(A wholly owned subsidiary of REC Ltd.)

GLOBAL INVITATION (Through e-bidding Only)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER THROUGH TARIFF BASED COMPETITIVE BIDDING (TBCB) PROCESS ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR 02 (TWO) INTRA – STATE TRANSMISSION PROJECTS

REC Power Development and Consultancy Limited, New Delhi, India (a wholly owned subsidiary of REC Limited, a Maharatna Central Public Sector Undertaking) invites proposal for setting up of the below mentioned transmission projects through TBCB process on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal (RFP)". Interested bidders may refer to the Request for Proposal (RFP) notifications and RFP documents available on our websites www.recpdcl.in & www.recindia.nic.in w.e.f. 13.03.2025.

The bidders may obtain the RFP documents on all working days between 1030 hours (IST) to 1600 hours (IST) from 13.03.2025 to one day prior to bid submission date on payment of non-refundable fee of Rs. 5,00,000/-(Rupees Five Lakh Only) or US$ 7000 (US Dollars Seven Thousand Only) + 18% GST for each transmission project as per details provided in the respective RFP documents available on the websites www.recpdcl.in & www.recindia.nic.in.

The Request for Proposal (RFP) documents can also be downloaded from our websites www.recpdcl.in & www.recindia.nic.in, however, in such cases interested parties can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- (Rupees Five Lakh Only) or US$ 7000 (US Dollars Seven Thousand Only) + 18% GST for each transmission project as per details provided in the respective RFP document. The survey report & clarifications to RFP documents shall be issued to those bidders, who have obtained/purchased RFP documents by paying requisite fee. The important timelines in this regard are as follows:

Sr. No.	Name of Project	Last Date for seeking clarifications	Last Date for submission of Response to RFP	Details of Opening of Response to RFP
1.	Network Expansion scheme in Maharashtra for removal of Transmission constraints in Pune Region & providing supply to Data Centre Loads	02.04.2025	16.05.2025 up to 15:00 Hrs (IST)	16.05.2025 up to 15:30 Hrs (IST)
2.	Establishment of 400/200 kV Velgaon Substation (GIS)	02.04.2025	16.05.2025 up to 16:00 Hrs (IST)	16.05.2025 up to 16:30 Hrs (IST)

All corrigenda, addenda, amendments, time extensions, etc. to the RFP will be hosted on our websites www.recpdcl.in & www.recindia.nic.in. Bidders should regularly visit our websites to keep themselves updated.

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

Chief Executive Officer
REC Power Development and Consultancy Ltd.
Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003, India

Bid Process Coordinator
REC Power Development
REC Power Development and Consultancy Limited

An Initiative of
Government of Maharashtra

Initiative Partner
State Transmission Utility Maharashtra

वेबसाईट: http://cbi.nic.in
ई–मेल: cic@cbi.gov.in
फैक्स: 011-24368639
DP/3134/NE/2025

थानाध्यक्ष
पुलिस स्टेशन: करावल नगर, दिल्ली
मो. नं. 9205832616, 9996786008

गुमशुदा की तलाश


रूबी

सर्व साधारण को सूचित किया जाता है की एक लड़की नाम **रूबी**, पुत्री नेकराम, निवासी- गाँव सांडा, पीपरगाव, हरदोई, उत्तर प्रदेश 241202। उक्त लड़की दिनांक 04.03.25 सुबह 10:30 बजे से मसूदपुर वसंत कुंज, दिल्ली से गुमशुदा है। इस संबंध में **प्रथम सूचना रिपोर्ट नं 109/2025 दिनांक 09.03.25 धारा 137(2) भा.न.स पुलिस थाना वसंत कुंज, दिल्ली** में दर्ज है। स्थानीय पुलिस द्वारा इस गुमशुदा लड़की की तलाश करने की कोशिश की गयी है लेकिन अभी तक कोई सुराग नहीं मिल पाया। इस गुमशुदा लड़की का विवरण इस प्रकार है: **नाम:** रूबी, **लिंग:** लड़की, **उम्र:** 17 वर्ष, **ऊँचाई:** 4'0" ft, **रंग:** साँवला, **शरीर:** सामान्य, **चेहरा:** गोल, **पहनावा:** नीला टॉप और सफेद सलवार और हरी चप्पल। यदि किसी के पास इस गुमशुदा लड़की के संबंध में कोई जानकारी है, तो कृपया थाना प्रभारी/ वसंत कुंज, दिल्ली को सूचित करें।

ई–मेल : cic@cbi.gov.in
फोन : 011-24368638, 24368641
फैक्स : 011-24368639
DP/3101/SW/2025

थाना प्रभारी
थाना, वसंत कुंज दिल्ली
फोन नं. 011-26892530,7065036224

गुमशुदा/अगवा की तलाश



सर्वसाधारण को सूचित किया जाता है कि एक महिला जिसका नाम **तारा पुत्रीः** राम शंकर **निवासीः** म.नं. 232, न्यू प्रियंका कैम्प, मदनपुर खादर, सरिता विहार, नई दिल्ली है, जो कि अपने घर से दिनांक 08.02.2025 को रात्रि 9:00 बजे से लापता/अगवा है। जिसका ब्यौरा इस प्रकार है **उम्रः** 27 वर्ष, **कदः** 5'1", **रंगः** सांवला, **शरीरः** मध्यम, **चेहराः** लम्बा, जिसने काले व सफेद रंग का चैक टॉप पहना है। इस संदर्भ में **डीडी नं. 107ए, दिनांक 04.03.2025 को थाना सरिता विहार, दिल्ली में दर्ज है।** हर संभव कोशिश के बाद भी इस महिला का कोई सुराग नहीं मिल पाया है। अगर किसी को इस महिला के बारे में कोई जानकारी मिले तो कृपया निम्नलिखित फोन नम्बरों पर सूचित करें।

वेबसाईट: http://cbi.nic.in
ई–मेल: cic@cbi.gov.in
फैक्स: 011-24368639
फोन नं.: 011-24368638, 24368641
DP/3121/SE/2025

थानाध्यक्ष
थाना सरिता विहार,
दिल्ली
फोन नं.: 011-26825553, 8750870921

अभियुक्त की हाजिरी की अपेक्षा करने वाली उद्घोषणा

धारा 82 Cr.P.C. देखिए

मेरे समक्ष परिवाद किया गया है कि अभियुक्त **साहिल शेख पुत्रः** शेख जहूर **पताः** झुग्गी नंबर जी–424, जहांगीरपुरी, दिल्ली, ने **FIR No. 381/24 U/s 304(2)/3(5) of BNS थानाः प्रशांत विहार दिल्ली**, के अधीन दण्डनीय अपराध किया है (या संदेह है कि उसने किया है), और उस पर जारी किए गए गिरफ्तारी के वारण्ट को यह लिख कर लौटा दिया गया है कि उक्त अभियुक्त **साहिल शेख**, मिल नहीं रहा हैं और मुझे समाधानप्रद रूप में दर्शित कर दिया

नहीं कि केवल पत्नी, पति, माता-पिता या संतान हो। जस्टिस संजय करोल और जस्टिस प्रशांत कुमार मिश्रा की बेंच ने चिता और बहन को आश्रित नहीं माना था। MACP ने माता के मृतक के खिलाफ उनकी आय पर निर्भर नहीं थे और चूंकि

राजस्थान सरकार

कार्यालय नियन्त्रक राजस्थान स्टेट मोटर गैराज विभाग, जयपुर

क्रमांक: प.6(1) / सामान्य / स्टे.मो.गै./ 2024-25 / दिनांक .....

ई–नीलामी सूचना

सरकारी वाहनों एवं सामान की भव्य नीलामी

राजस्थान सरकार के सभी राजकीय नाकारा/अनुपयोगी वाहनों की ई–नीलामी एवं स्क्रैप वाहनों को RVSF के अधिकृत सेन्टरों को ई–नीलामी एम.एस.टी.सी. लिमिटेड के माध्यम से दिनांक 17.03.2025 एवं 18.03.2025 (कुल 02 कार्य दिवस) को ई–नीलामी का आयोजन किया जावेगा। उक्त वाहनों का निरीक्षण/ अवलोकन दिनांक 15.03.2025 में एम.एस.टी.सी. लिमिटेड वेबसाईट पर अपलोड सूची अनुसार संबंधित जिला/क्षेत्रीय परिवहन कार्यालय /विभागीय परिसर पर किया जा सकता है। ई–नीलामी पश्चात् वाहनों की भुगतान राशि विभाग को प्राप्त होने के उपरान्त डिलीवरी ऑर्डर के साथ एम.एस.टी.सी. लिमिटेड वेबसाईट पर अपलोड सूची अनुसार संबंधित जिला/क्षेत्रीय परिवहन कार्यालय / विभागीय परिसर से वाहनों की सुपुर्दगी की जा सकेगी। उक्त ई–नीलामी की शर्तों का अवलोकन किसी भी कार्य दिवस में कार्यालय पर एवं विभाग की वेबसाइट **http://164.100.222.125/** व एम.एस.टी.सी. लिमिटेड वेबसाईट **www.mstcindia.co.in / E-auction site: www:mstcecommerce.com** पर किया जा सकता है व ई–नीलामी में भाग लेने हेतु एमएसटीसी से सदस्यता / रजिस्ट्रेशन करवाने हेतु दूरभाष संख्या 0141–2742208 पर सम्पर्क किया जा सकता है।

नियन्त्रक एवं पदेन संयुक्त सचिव

DIPR/C/3610/2025

आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड

(आरईसी लिमिटेड के पूर्ण स्वामित्व की सहायक कंपनी)

वैश्विक आमंत्रण (इलेक्ट्रॉनिक बोली के माध्यम से)

टैरिफ के लिए प्रतिस्पर्धात्मक बोली (टीबीसीबी) प्रक्रिया के माध्यम से 02 (दो) अंतर-राज्यीय पारेषण परियोजनाओं के निर्माण, स्वामित्व, प्रचालन और रखरखाव (बीओओएम) आधारित पारेषण सेवा प्रदाता के चयन के लिए

आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड, नई दिल्ली, भारत (आरईसी लिमिटेड के पूर्ण स्वामित्व की सहायक कंपनी - एक महारत्न केंद्रीय सार्वजनिक उपक्रम) नीचे उल्लिखित पारेषण परियोजनाओं की स्थापना हेतु टी. बी. सी. बी. के अंतर्गत निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (बूट) के आधार पर प्रस्ताव हेतु अनुरोध (आरएफपी) एक चरण दो लिफाफे वाली प्रक्रिया के तहत प्रस्ताव आमंत्रित करता है। इच्छुक बोलीदाता कृपया हमारी वेबसाइट्स www.recindia.nic.in तथा www.recpdcl.in पर 13.03.2025 से उपलब्ध "प्रस्ताव हेतु अनुरोध" (आरएफपी) अधिसूचना तथा आरएफपी दस्तावेज का अवलोकन करें।

बोलीदाता, आरएफपी दस्तावेज सभी कार्य दिवसों में 10.30 बजे (भा.मा.स) से 16.00 बजे (भा.मा.स) के बीच (13.03.2025 से प्रस्ताव जमा करने की तिथि से एक दिन पहले तक) हमारी वेबसाइट्स www.recindia.nic.in और www.recpdcl.in पर उपलब्ध संबंधित परियोजनाओं के आरएफपी दस्तावेज में दिए गए विवरण के अनुसार प्रत्येक पारेषण परियोजनाओं के लिए अप्रतिदेय गैर-वापसी योग्य शुल्क (₹5,00,000/- (पांच लाख रुपए केवल) या $7000 (यूएस डालर सात हजार केवल) + 18% जीएसटी) के भुगतान पर प्राप्त कर सकते है।

आरएफपी दस्तावेज हमारी वेबसाइट्स www.recindia.nic.in तथा www.recpdcl.in से भी डाउनलोड किया जा सकता है। तथापि, ऐसे मामले में इच्छुक पार्टी संबंधित आरएफपी दस्तावेज में दिए गए विवरण के अनुसार प्रत्येक पारेषण परियोजनाओं के लिए अप्रतिदेय गैर-वापसी योग्य शुल्क (₹5,00,000/- (पांच लाख रुपए केवल) या $7000 (यूएस डालर सात हजार केवल) + 18% जीएसटी) का अलग से भुगतान करने पर ही आरएफपी के उत्तर में प्रस्ताव जमा कर सकते है। सभी रिपोर्ट एवं आरएफपी दस्तावेजों के स्पष्टीकरण उन्हीं बोलीदाताओं को जारी किया जाएगा, जिन्होंने अपेक्षित शुल्क का भुगतान करके आरएफपी दस्तावेज प्राप्त किया या खरीदा है। इस सन्दर्भ में महत्वपूर्ण समय-सीमा इस प्रकार है:

क्रम. सं.	परियोजना का नाम	स्पष्टीकरण मंगवाने की अंतिम तिथि	आरएफपी के उत्तर में प्रस्ताव जमा की अंतिम तिथि	आरएफपी प्रस्ताव खोलने का विवरण
1.	पुणे क्षेत्र में ट्रांसमिशन बाधाओं को दूर करने और डेटा सेंटर लोड को आपूर्ति प्रदान करने के लिए महाराष्ट्र में नेटवर्क विस्तार योजना	02.04.2025	16.05.2025, 15:00 बजे तक (भा.मा.स)	16.05.2025 को 15:30 बजे (भा.मा.स)
2.	400/200 केवी चेलगांव सबस्टेशन (जीआईएस) की स्थापना	02.04.2025	16.05.2025, 16:00 बजे तक (भा.मा.स)	16.05.2025 को 16:30 बजे (भा.मा.स)

बोली में सभी शुद्धिपत्र, अनुवीक्षण, संशोधन, समय बढ़ाना आदि हमारी वेबसाइट्स www.recindia.nic.in तथा www.recpdcl.in पर होस्ट किए जाएंगे। नवीनतम जानकारी के लिए हमारी वेबसाइट का नियमित रूप से अवलोकन करते रहें।

नोट: आरईसीपीडीसीएल के पास बिना कोई कारण बताए तथा बिना किसी बाध्यता के बोली प्रक्रिया को रद्द या संशोधित करने का अधिकार सुरक्षित है। यह कोई पेशकश नहीं है।

मुख्य कार्यपालक अधिकारी
आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड
कोर - 4, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003, भारत

बोली प्रक्रिया सम-वयक
REC Power Development
आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड

पहलकर्ता
महाराष्ट्र सरकार

पहलकर्ता भागीदार
राज्य पारेषण उपक्रम महाराष्ट्र

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उत्तर मध्य रेलवे

भारतीय रेलवे

एसी 132 के वी ट्रांसमिशन लाइन (दोहरा सर्किट) को चालू करना सडक उपयोक्ताओं को चेतावनी

जन साधारण की सूचना के लिए अधिसूचित किया जाता है कि 132 केवी ट्रांसमिशन लाइन टावर नंबर 01 से 05 के बीच उत्तर मध्य रेलवे के प्रयागराज

ap."
hina's economy has slowed in
nt years, with sluggish consump-
reflected in persistently low infla-
figures. Many economists have
d Beijing to do more to support
ountry's consumers.
vestors turned to stocks exposed
hina's massive consumer base on
ay. Shares in drinks company
ichow Moutai rose 5.9 per cent,
tric vehicle maker BYD was up 6.1
ent and CATL, the world's largest
attery maker, rose 3.5 per cent.
he press conference today will
ude officials from the central
k, finance ministry, commerce

makers emphasised the need to increase China's birth rate and set out a growth target of "around 5 per cent" for 2025. China's population has declined for the past three years.

Stocks related to childcare also leapt on Friday after the government of Hohhot, capital of Inner Mongolia in northern China, said it would provide cash subsidies for new parents.

Shares in Feihe, a Hong Kong-listed infant milk formula company, soared 15.7 per cent on Friday, while mainland-listed peer Beingmate and Aiyingshi, which sells baby and maternal products, hit the 10 per cent limit.

Additional reporting by Wang Xueqiao

cult. International trading volumes in the Russian currency are barely $50mn a week, compared with the billions of dollars that changed hands before the war.

Traders have used the Kazakhstan tenge as a proxy because of the country's economic ties with Russia, but those trades are hard to do at scale.

Some banks and brokers are offering wagers on future rouble moves that are settled in dollars. Citi recommended going long roubles that way last month.

Luis Costa, global head of emerging markets strategy at Citi, said: "You don't need to own the currency or any Russian assets."

ng model

pSeek's lack of focus on promot-
s [redacted]ss-market product like
AI's ChatGPT contributed to Ten-
decision to embrace the start-up's
ls, not only on its cloud platform
so on its popular consumer-facing
cations, according to the person.
nt declined to comment.
ng, a billionaire who founded one
ina's leading quants funds High
, bought about 10,000 H800 and
0 A100 chips in the past few years,
ding to a person with knowledge of
matter. The processors were
ned before they were later banned
ina. Nvidia declined to comment.
pSeek would rely mainly on third-
providers for future demand
ding their existing capacity, said
rson with knowledge of the plans.
pSeek has won support from Bei-
where the government is counting
[redacted]owth in its slowing econ-
[redacted]-up has gained access to
-funded data centres, easing its
uting constraints.
he long run, DeepSeek may find
d access to Nvidia's new genera-
f more advanced chips a potential
neck and consider future partner-
that can help solve this issue,
ding to industry insiders. It might
ave to be open to state-backed
at some point, to win further
cal support, they said.
ineers at the start-up are working
eam towards the release of their
d V4 models, which was initially
uled for May but may be acceler-
o keep its momentum going, said a
n with knowledge of the move.
pSeek did not respond to requests
mment.

onal reporting by George Hammond,
el Acton and Eleanor Olcott

Contracts & Tenders

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED
(A wholly owned subsidiary of REC Ltd.)

GLOBAL INVITATION (Through e-bidding Only)
FOR SELECTION OF TRANSMISSION SERVICE PROVIDER THROUGH TARIFF BASED COMPETITIVE BIDDING (TBCB) PROCESS ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR 02 (TWO) INTRA – STATE TRANSMISSION PROJECTS

REC Power Development and Consultancy Limited, New Delhi, India (a wholly owned subsidiary of REC Limited; a Maharatna Central Public Sector Undertaking) invites proposal for setting up of the below mentioned transmission projects through TBCB process on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of "Request for Proposal (RFP)". Interested bidders may refer to the Request for Proposal (RFP) notifications and RFP documents available on our websites www.recpdcl.in & www.recindia.nic.in w.e.f. 13.03.2025.

The bidders may obtain the RFP documents on all working days between 1030 hours (IST) to 1600 hours (IST) from 13.03.2025 to one day prior to bid submission date on payment of non-refundable fee of Rs. 5,00,000/-(Rupees Five Lakh Only) or US$ 7000 (US Dollars Seven Thousand Only) + 18% GST for each transmission project as per details provided in the respective RFP documents available on the websites www.recpdcl.in & www.recindia.nic.in.

The Request for Proposal (RFP) documents can also be downloaded from our websites www.recpdcl.in & www.recindia.nic.in, however, in such cases interested parties can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- (Rupees Five Lakh Only) or US$ 7000 (US Dollars Seven Thousand Only) + 18% GST for each transmission project as per details provided in the respective RFP document. The survey report & clarifications to RFP documents shall be issued to those bidders, who have obtained/purchased RFP documents by paying requisite fee. The important timelines in this regard are as follows:

Sr. No.	Name of Project	Last Date for seeking clarifications	Last Date for submission of Response to RFP	Details of Opening of Response to RFP
1.	Network Expansion scheme in Maharashtra for removal of Transmission constraints in Pune Region & providing supply to Data Centre Loads	02.04.2025	16.05.2025 up to 15:00 Hrs (IST)	16.05.2025 up to 15:30 Hrs (IST)
2.	Establishment of 400/200 kV Velgaon Substation (GIS)	02.04.2025	16.05.2025 up to 15:00 Hrs (IST)	16.05.2025 up to 15:30 Hrs (IST)

All corrigenda, addenda, amendments, time extensions, etc. to the RFP will be hosted on our websites www.recpdcl.in & www.recindia.nic.in. Bidders should regularly visit our websites to keep themselves updated.
Note: RECPDCL reserves the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer.

Chief Executive Officer
REC Power Development and Consultancy Ltd.
Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003, India

Bid Process Coordinator: REC Power Development — REC Power Development and Consultancy Limited
An Initiative of: Government of Maharashtra
Initiative Partner: State Transmission Utility Maharashtra

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SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT

FOR

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

TO

ESTABLISH INTRA-STATE TRANSMISSION SYSTEM

FOR

ESTABLISHMENT OF 400/220 KV VELGAON SUBSTATION (GIS)

ISSUED BY

REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited)

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

13.03.2025

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

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process for "Establishment of 400/220 kV Velgaon Substation (GIS)" is issued by REC Power Development and Consultancy Limited.

This RFP document is issued to -

M/s. _____

_____

_____

_____

_____

Chief Executive Officer

REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited)

Email: …….

Place: ……

Date: ……

Signature: ……

REQUEST FOR PROPOSAL NOTIFICATION

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

1. The Government of Maharashtra vide its Gazette Notification No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified REC Power Development and Consultancy Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) for "**Establishment of 400/220 kV Velgaon Substation (GIS)**" through tariff based competitive bidding process.

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

Establishment of 400/220 kV Velgaon Substation (GIS)

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1.	Establishment of 3x500 MVA, 400/220 kV ICT S/s (GIS) • 400/220 kV, 500 MVA ICT – 3 Nos. • 400 kV ICT bays – 3 Nos. • 400 kV Line bays – 4 Nos. • 220 kV ICT bays – 3 Nos. • 220 kV line bays- 10 Nos • 125 MVAr Bus Reactor at 400 kV level – 1 No. • 220 kV Bus Sectionaliser bay -01 No. **Space For Future Scope:** • 1x500MVA, 400/220kV ICT • 400 kV Line bays for connectivity with Boisar – II (PG) -02 Nos. • 220 kV Line bays – 04 nos. • 400kV ICT bay- 1 No. • 220kV ICT bay – 1 No • 220 kV Bus Sectionaliser bay -01 No	18 months

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
2.	400 kV LILO on Tarapur-Kudus II D/C line	
3.	220 kV LILO on Dahanu-Ghodbunder D/C line	
4.	220 kV LILO on Boisar-Borivali S/C line	
5.	220 kV LILO on Dahanu-Versova S/C line	
6.	220 kV LILO on Boisar-Versova S/C line	

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

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

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

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

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

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

6. The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of …….. [Insert the name of SPV] along with all its related assets and liabilities as per the provisions of the

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

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

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

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

8. **Transmission Charges**: The Transmission Charges shall be payable by the Nodal Agency in Indian Rupees. Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in the RFP.

9. **Issue of RFP document:** The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to Chief Executive Officer, anilkperala@recpdcl.in & tbcb@recpdcl.in at the address given in para 12 below with a non-refundable fee of Rs. 5,00,000/- (Rupees Five Lakh Only) or US$ 7,000 (US Dollars Seven Thousand Only) plus GST @18%, to be paid via electronic transfer to the following Bank Account:

Bank Name, Address & Branch	ICICI Bank 9A, Phelps Building, Inner Circle, Connaught Place, New Delhi110001
Bank Account Name	REC Power Development & Consultancy Limited
Bank Account No	000705041275
Bank IFSC Code No	ICIC0000007

latest by 15.05.2025. Immediately after issuance of RFP document, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure B, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in two (2) originals in a separate envelope, duly superscripted with Pre-Award Integrity Pact. The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

The RFP document shall be issued to the Bidders on any working day from 13.03.2025 to 15.05.2025 between 1030 hours (IST) to 1600 hours (IST). The BPC, on written request and

against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFP document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.

10. **Receipt and opening of Bid:** The Bid must be uploaded online through the electronic bidding platform on or before 1600 hours (IST) on 16.05.2025. Technical Bid will be opened by the Bid Opening Committee on the same day at 1630 hours (IST) in the office of Maharashtra STU, in the online presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be opened on the next working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause **3.2** to **3.4** shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.

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

12. **Nodal person for enquiries and clarifications**

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

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

DISCLAIMER

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

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

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

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

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

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

6. Neither BPC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Project, the information supplied by or on behalf of BPC or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.

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

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

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

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

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DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Project Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RFP:

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

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

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

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

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

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

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

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

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

"Bid Bond" shall mean the unconditional and irrevocable bank guarantee for Rupees Three Crore and Seventy-Four Lakh (Rs. 3.74 Crore) only, to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14**;**

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

"Bid Process Coordinator or BPC" shall mean a person or its authorized representative as

notified by the Government of Maharashtra, responsible for carrying out the process for selection of Bidder who will acquire Transmission Service Provider;

~~**"Bid Security Declaration"** shall mean the declaration to be submitted along with the Technical Bid by the Bidder in lieu of the Bid Bond, as per the format prescribed in Annexure 14A;~~

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

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

"Central Government" shall mean the Government of India;

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

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

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

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

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

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

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

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

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

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

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

"Empowered Committee" shall mean the committee constituted by the Government of Maharashtra in terms of the "Guidelines for Encouraging Competition in Development of Transmission Projects", as notified from time to time;

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

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

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

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

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

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

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

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

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

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

"Long Term Transmission System User" or "LTTSU" shall have the meaning as described in Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 as amended from time to time, and for the purpose of this Project, shall refer to the entities listed in Schedule 10 of TSA or any such other person who executes a Supplementary Agreement for availing transmission service as per the provisions of the TSA;

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

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

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

"Nodal Agency" shall mean Maharashtra STU;

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

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

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

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

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

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

a. Transmission Service Agreement (TSA),
b. Share Purchase Agreement,
c. Any other agreement, as may be required;

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

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

"State Government" shall mean the Government of Maharashtra;

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

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

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

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

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

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

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the State Commission, payable to the TSP as per MERC MYT Regulations;

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

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

"Transmission Service Provider" or "TSP" shall mean …….. [Insert the name of SPV] which has executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder;

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

SECTION – 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

1.1 The Government of Maharashtra vide its Gazette Notification No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified REC Power Development and Consultancy Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) for "**Establishment of 400/220 kV Velgaon Substation (GIS)"** through tariff based competitive bidding process.

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

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

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1.	Establishment of 3x500 MVA, 400/220 kV ICT S/s (GIS) • 400/220 kV, 500 MVA ICT – 3 Nos. • 400 kV ICT bays – 3 Nos. • 400 kV Line bays – 4 Nos. • 220 kV ICT bays – 3 Nos. • 220 kV line bays- 10 Nos • 125 MVAr Bus Reactor at 400 kV level – 1 No. • 220 kV Bus Sectionaliser bay -01 No. **Space For Future Scope:** • 1x500MVA, 400/220kV ICT • 400 kV Line bays for connectivity with Boisar – II (PG) -02 Nos. • 220 kV Line bays – 04 nos. • 400kV ICT bay- 1 No. • 220kV ICT bay – 1 No • 220 kV Bus Sectionaliser bay -01 No	18 months

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
2.	400 kV LILO on Tarapur-Kudus II D/C line	
3.	220 kV LILO on Dahanu-Ghodbunder D/C line	
4.	220 kV LILO on Boisar-Borivali S/C line	
5.	220 kV LILO on Dahanu-Versova S/C line	
6.	220 kV LILO on Boisar-Versova S/C line	

1.3 Project Description

The scheme is proposed to create additional source point to Mumbai and address loading constraints of 400/220 kV Boisar (PG) ICTs in case of unavailability of embaded generation of Mumbai.

The Scheme will enhance power transmission capacity, improve reliability of State's Power Transmission Infrastructure in Mumbai Metropolitan Region.

The subject Transmission system was deliberated and approved in the 6th meeting of the Empowered Committee held on 03.01.2025. Govt. of Maharashtra vide Gazette notification dated 12.02.2025 has appointed M/s. RECPDCL as BPC for implementation of the subject InSTS scheme through TBCB route.

1.4 Transmission Grid Map

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

1.5 The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of …….. [Insert the name of SPV] along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.

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

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

1.6 Brief Scope of Work

1.6.1 Scope of Transmission Service Provider

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

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

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

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

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

1.6.1.5 The TSP shall seek approval under Section 164 of Electricity Act, from Government of Maharashtra after acquisition of …….. [Insert the name of SPV]. The approval shall be granted by Government of Maharashtra upon receipt of application (complete in all aspects).

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

1.6.2 Scope of Bid Process Coordinator (BPC)

BPC's scope of work is briefly outlined hereunder:

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

1. Provide to the Bidders a Survey Report for the Project at least forty five (45) days prior to the Bid Deadline. The Survey Report shall include the suggested route with approximate route length, type of terrain likely to be encountered and its likely implication in terms of Right of Way (ROW), statutory clearances, location of substations or converter stations and land area to be acquired for the substation or converter station.
2. To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the State Government at least twenty (20) days prior to Bid Deadline.

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

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

5. The BPC shall intimate to the Bidders, the Acquisition Price payable by the Selected Bidder to the REC Power Development and Consultancy Limited for the acquisition of one hundred percent (100%) of the equity shareholding of …….. [Insert the name of SPV], along with all its related assets and liabilities at least twenty (20) days prior to the Bid Deadline.

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

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

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

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

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

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

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

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

1.12 Once the Successful Bidder is selected, the details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project, shall be handed over to the

Successful Bidder on as is where basis, so that it may take further actions to obtain all necessary Consents, Clearances and Permits and the TSP shall not be entitled for any extensions in the Scheduled COD of the Project except as provided for in the TSA.

1.13 The assets of the Project shall be made available on a commercial basis as per the terms and conditions of the Transmission Service Agreement.

SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

2.1.1 The Bidder should be a company duly incorporated under the relevant laws (Bidding Company) or a Consortium of companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium. The Bidder shall be selected on meeting the Qualification Requirements specified in Section 2 of this RFP, as demonstrated by the Bidder's Technical Bid and the lowest Quoted Transmission Charges discovered from Final Offers quoted during the e-reverse bidding. A Bidding Consortium can participate in the bidding process for the Project if any Member of the Consortium has purchased the RFP document for such Project. Bidder who agree and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 11/5/2018 - Coord. dated 28.07.2020 as amended vide order No. A1/2021-FSC-Part(5) dated 16.11.2021 and No.: P45021/2/2017-PP (BE-II)-Part-4 Vol.II dated 19.07.2024 issued by Ministry of Power for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard, shall be eligible hereunder. Further, it is clarified that Procuring Entity as defined in orders shall deemed to have included Selected Bidder and/ or TSP.

Besides, Department of Expenditure, Ministry of Finance in suppression of Oms issued vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021- PPD(Pt.) dated 02.03.2021, OM No. F.7/10/2021-PPD dated 08.06.2021 and Order (Public Procurement No 4) bearing File No. F.7/10/2021-PPD dated 23.02.2023 as amended from time to time, have issued directions regarding public procurement from a bidder of a country, which shares land border with India are also applicable.

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

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

(i) Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs**. 500 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1**).** However, the capital expenditure of each project shall not be less than **Rs. 100 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1).

For this purpose, capital expenditure incurred on projects that have been commissioned/completed at least seven (7) days prior to Bid Deadline shall be considered. The capital expenditure discussed above shall be as capitalized and reflected in the audited books of accounts of the Technically Evaluated Entity. In case a clearly identifiable part of a project has been put into commercial operation, the capital expenditure on such part of the project shall be considered.

The Technically Evaluated Entity must have either executed such projects itself or must have held directly or indirectly at least twenty six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of commissioning/completion of such project(s).

OR

(ii) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than **Rs. 500 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1) from its client(s) for construction works fully completed during the last 5(five) financial years. However, the payment received from each project shall not be less than **Rs. 100 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1).

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

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

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

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

2.1.3.1 The Bidder must fulfill following financial requirements:

A. Networth:

Networth should be not less than Rs**. 250.00 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1**)** computed as the Networth based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years should not be negative.

Note: Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the

consolidated accounts) shall not be considered again for the purpose of evaluation of the Technical Bid. Bidders shall furnish prescribed Annexure 7 (A) duly certified by authorized signatory of the Bidder who has been issued Power of Attorney and the Statutory Auditor and separate computation sheet for Networth duly certified by Statutory Auditor in support of their financial capability as defined in Clause 2.1.3 of this RFP.

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

A. Networth

=	Equity share capital
Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous expenditures to the extent not written off and carry forward losses

2.1.3.3 If the Technical Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them for investment in the Project.

2.1.4 The Bidder may seek qualification on the basis of technical and financial capability of its Parent and/ or its Affiliate(s) for the purpose of meeting the Qualification Requirements. However, in the case of the Bidder being a Consortium, the Lead Member has to meet the technical requirement on its own or by seeking the technical capability of its Parent and/or its Affiliate(s). Authorization for use of such technical or financial capability shall have to be provided from its Parent and/or Affiliate(s) as per Annexure 9. The technical and financial capability of a particular company/ particular project, including its Parents and/or Affiliates, shall not be used directly or indirectly by more than one Bidder/ Member of a Bidding Consortium/ Bidding Company. However, development and construction experience of a particular project may be used by more than one company.

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

If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Bidding Company or a Member in a Bidding Consortium, the Bidding Company or Member relying on such Technically Evaluated Entity and/or Financially Evaluated Entity will have to submit a legally binding undertaking supported by a board resolution from the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, and in the event of any default the same shall be met by such evaluated entity or by or the Ultimate Parent Company. The Bidding Company or the Consortium Member

shall have to provide information and documents relating to its relationship with such Technically Evaluated Entity and/or Financially Evaluated Entity including details about the equity shareholding between them as per Annexure 7(C).

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

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

2.1.7 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of the Transmission Service Agreement. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the execution of the Transmission Service Agreement. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.1.8 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project. Failure to comply with the aforesaid provisions shall be dealt as per provisions of Transmission Service Agreement.

2.1.9 On the Bid Deadline, for the Bidder to be eligible to participate in the bidding process:

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

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

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

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

2.2 Submission of Bid by the Bidder

2.2.1 The information and documents in Technical Bid will be submitted by the Bidder as per the formats specified in Section – 4 (Formats for RFP) of this document

2.2.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Technical Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of Bidder.

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

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

2.2.4 <u>Bid submitted by a Bidding Consortium:</u>

2.2.4.1 The Technical Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Annexure 6). There shall be only one Lead Member which shall continue to hold twenty six percent (26%) equity in the TSP and cannot be changed upto one (1) year from the Commercial Operation Date (COD) of the Project. Each Member in Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In absence of Consortium Agreement, the Technical Bid will not be considered for evaluation and will be rejected.

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

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

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

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

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

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

2.2.5 Bid submitted by a Bidding Company

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

2.3 Clarifications & Pre-Bid Meeting

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

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

address of this would be intimated later.

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

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

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

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

2.4 Amendment of RFP

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

2.4.2. All modifications shall become part of the terms and conditions of this RFP. No interpretation, revision or communication regarding this RFP is valid, unless made in writing.

2.4.3. The amendment to the RFP shall be notified to all the Bidders through the electronic bidding platform and shall be binding on them.

2.5 The Bidding Process

The entire bidding process shall be conducted on electronic bidding platform created by MSTC Limited. The Bid shall comprise of the Technical Bid and the Financial Bid. The Bidders shall submit the Technical Bid & Financial Bid through the electronic bidding platform. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. There shall be no physical submission of the Financial Bid.

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

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

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

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

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

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

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

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

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

2.5.1 Bid Formats

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

2.5.2 Technical Bid comprising of:

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

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

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

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

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

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

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

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

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

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

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

10. Undertaking from the Technically / Financially Evaluated Entity(ies) **OR** Undertaking from the Ultimate Parent Company, for total equity investment commitment, in the prescribed format in **Annexure – 10**, to meet any shortfall in the equity investment by the Selected Bidder in the …… (Insert the name of SPV).

    Note: The effective Equity holding of the Selected Bidder in the …… (Insert the name of SPV), as specified in Clause 2.5.8.1 shall be computed as per the provisions of Clause 2.5.8.3 of this RFP.

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

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

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

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

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

    OR

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

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

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

12. Format for Illustration of Affiliates at the most seven (7) days prior to Bid Deadline, duly certified by Company Secretary and supported by documentary evidence **(Annexure 12)**.

    Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with **Annexure 12.**

13. Disclosure as per **Annexure 13** regarding participation of any related companies in this bidding process.

14. Bid Bond, as per the prescribed format at **Annexure 14** ~~**or** Bid Security Declaration as per prescribed format at **Annexure-14A (as applicable)**~~;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Annexure 21 duly digitally signed by authorized signatory.

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

2.5.5 Transmission Charges

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

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

2.5.6 Bidders may note that:

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

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

letter.

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

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

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

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

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

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

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

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

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

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

      • If two or more Bidders match the Bid of the Bidder with the lowest Quoted Transmission Charges in the second round of bidding, then the Bidder whose

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

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

ii. Annul the bid process; or

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

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

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

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

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

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

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

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

2.5.7 Bidders to inform themselves fully

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

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

In addition to the above, the Bidders are required to familiarize themselves with all relevant technical codes and standards, including but not limited to the Grid Code / State Grid Code, Central Electricity Authority (Installation and Operations of Meters) Regulations, 2006, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, MERC (Transmission Open Access) Regulations, 2016, Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2022, Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020, and other relevant Rules/ Regulations/ Guidelines issued by the Central Government, State Government, Central Commission, State Commission and the CEA and amendments thereof.

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

2.5.7.3. The Survey Report has been prepared in good faith, and on best endeavor basis. Neither BPC & Long Term Transmission System User nor their employees or advisors/consultants

make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of such Survey Report, even if any loss or damage is caused to the Bidders by any act or omission on their part.

2.5.7.4. Bidders shall make best efforts and carry out its own due diligence upon survey report provided by BPC and shall consider all possible techno-commercial factors before submission of Bid. Bidders may also visit the route of the Transmission Lines associated with the Project and the surrounding areas and obtain / verify all information which they deem fit and necessary for the preparation of their Bid. Bidders may also carry out required surveys and field investigation for submission of their Bid. Bidders may also opt for any other route and is not bound to follow the route suggested in survey report provided by BPC.

2.5.7.5. Failure to investigate, examine and to inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.

2.5.7.6. The Selected Bidder shall obtain all necessary Consents, Clearances and Permits as required. The Bidders shall familiarize itself with the procedures and time frame required to obtain such Consents, Clearances and Permits.

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

2.5.8 Minimum Equity holding/Equity Lock-in

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

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

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

Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

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

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

(d) All transfer(s) of shareholding of …….. [Insert the name of SPV] by any of the entities referred to above, shall be after prior written intimation to the Long Term Transmission System User.

2.5.8.2. The Selected Bidder may invest in the equity share capital of …….. [Insert the name of SPV] through its Affiliate(s) or Ultimate Parent Company or Parent Company. Details of such investment will have to be specified in the Technical Bid as per Format 2 of Annexure 8 of the RFP. If the Selected Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified in Clause 2.5.8.1 and as computed as per the provisions of Clause 2.5.8.3 are still maintained.

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

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in …….. [Insert the name of SPV] then holding of Selected Bidder A in …….. [Insert the name of SPV] shall be thirty percent (30%);

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

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

2.6 Project Schedule

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

S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 3x500 MVA, 400/220 kV ICT S/s (GIS)	18 Months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV LILO on Tarapur-Kudus II D/c line			
3.	220 kV LILO on Dahanu-Ghodbunder D/c line			
4.	220 kV LILO on Boisar-Borivali S/c line			
5.	220 kV LILO on Dahanu-Versova S/c line			
6.	220 kV LILO on Boisar-Versova S/ C line			

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

Scheduled COD for overall Project: 18 Months from Effective Date

2.7 Due dates

2.7.1. The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e. on or before 1600 Hrs (IST) on 16.05.2025. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.

2.7.2. Important timelines are mentioned below:

Date	Event
13.03.2025	Issuance of RFP
02.04.2025	Submission of written clarifications/amendments, if any, on the RFP / RFP Project Documents by Bidders so as to reach BPC by 1700

Date	Event
	hours. Such written clarifications/amendments shall be in the format provided in Annexure-20.
04.04.2025	Pre-Bid meeting(s)
21.04.2025	Issue of written clarifications and revised RFP documents
01.05.2025	Issue of final RFP Project Documents
16.05.2025	Submission of Bid (Online submission of Bid through electronic bidding portal)
16.05.2025	Opening of Technical Bid
26.05.2025	Shortlisting and announcement of Qualified Bidders on bidding portal
27.05.2025	Opening of Financial Bid - Initial Offer
28.05.2025	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
02.06.2025	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer
05.06.2025	Selection of Successful Bidder and issue of LOI
16.06.2025	Signing of RFP Project Documents and transfer of …… [Insert the name of SPV]

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

2.8 Validity of the Bid

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

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

2.9 Method of Submission

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

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

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

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

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

2.10 Preparation cost

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

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

Bank Name, Address & Branch	ICICI Bank 9A, Phelps Building, Inner Circle, Connaught Place, New Delhi110001
Bank Account Name	REC Power Development & Consultancy Limited
Bank Account No	000705041275
Bank IFSC Code No	ICIC0000007

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

2.11 Bid Bond

2.11.1. Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the Banks listed in Annexure-17. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.

2.11.2. Subject to the provisions of Clause 2.15.5, the Bid Bond may be invoked by the BPC or its

authorized representative, without any notice, demure, or any other legal process upon occurrence of any of the following:

- Bidder withdraws during the period of Bid Validity as specified in this RFP or as extended by mutual consent of the respective Bidder(s) and the BPC
- Failure to execute the Share Purchase Agreement as per the provisions of Clause 2.15.2; or
- Failure to furnish the Contract Performance Guarantee as per Clause 2.12; or
- Failure to acquire one hundred percent (100%) equity shares of …….. [Insert the name of SPV], along with all its related assets and liabilities, in accordance with the provisions of Clause 2.15.2; or
- Failure to comply with the provisions of Clause 2.15.5 and Clause 2.15.6, leading to annulment of the award of the Project.
- Bidders submitting any wrong information or making any misrepresentation in their Bid as mentioned in Clause 2.5.6.

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

2.11.3. The Bid Bond of the Selected Bidder shall be returned on submission of the Contract Performance Guarantee as per Clause 2.12 and the relevant provisions of the Transmission Service Agreement.

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

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

2.12 Contract Performance Guarantee

2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission System Users the Contract Performance Guarantee for an amount of Rs. 9.35 Crore (Rupees Nine Crore and Thirty-Five Lakh Only). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.

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

2.13 Opening of Bids

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

Opening of Envelope (Technical Bid): 1630 hours (IST) on 16.05.2025.

or such other dates as may be intimated by BPC to the Bidders.

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

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1630 hours (IST) on 27.05.2025 in the office of Maharashtra STU.

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

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

Information to be provided after opening of Initial Offer:

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

2.14 Enquiries

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

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

2.15 Other Aspects

2.15.1. The draft of the Transmission Service Agreement has been attached to this RFP. In addition

to above, the following documents have also been attached to this RFP:

a) Share Purchase Agreement

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

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

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

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

a) provide the Contract Performance Guarantee in favour of the Long Term Transmission System Users as per the provisions of Clause 2.12;

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

c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of …….. [Insert the name of SPV] from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of …….. [Insert the name of SPV], along with all its related assets and liabilities;

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

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

2.15.3. After the date of acquisition of the equity shareholding of …….. [Insert the name of SPV], along with all its related assets and liabilities, by the Selected Bidder,

i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Long Term Transmission System User,

ii. all rights and obligations of …….. [Insert the name of SPV], shall be of the TSP,

iii. any decisions taken by the BPC prior to the Effective Date shall continue to be binding on the Long Term Transmission System User and

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

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

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

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

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

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

2.16 Confidentiality

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

a) to their professional advisors;

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

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

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

2.17 Right of the BPC to reject any Bid

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

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

2.19 Fraudulent and Corrupt Practices

2.19.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the LoI Notwithstanding anything to the contrary contained herein, or in the LoI, the BPC shall reject a Bid, withdraw the LoI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the BPC shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the BPC hereunder or otherwise.

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

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

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

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

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

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

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

SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

SECTION 3

1. EVALUATION OF BID

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

Step I – Responsiveness check
Step II- Compliance with submission requirements
Step III– Evaluation of Technical Bids
Step IV– Evaluation of Financial Bids
Step V – Bidder Selection

3.2. STEP I – Responsiveness check

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

a) Technical Bid that are incomplete.

b) Technical Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP.

c) All pages of the Technical Bid submitted but not initialed by the authorized signatories on behalf of the Bidder.

d) Technical Bid not including the covering letter as per Annexure 1.

e) Technical Bid submitted by a Bidding Consortium not including the Consortium Agreement.

f) Technical Bid contains material inconsistencies in the information and documents submitted by the Bidder, affecting the Qualification Requirements.

g) Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium.

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

i) Information not submitted in formats specified in the RFP.

j) Applicable Board resolutions, or any other document, as provided in Clause 2.5.2, not being submitted;

~~k)~~ Bid not accompanied by a valid Bid Bond ~~or Bid Security Declaration, as applicable;~~

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

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

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

o) Bidder having Conflict of Interest

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

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

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

s) Bid being conditional in nature.

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

3.3. STEP II - Compliance with submission requirements

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

3.4. STEP III -Evaluation of Technical Bid

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

3.4.1. Interpolation of financial data.

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

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

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

For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their Banker prevailing on the relevant date and used for such

conversion. Such Bidders shall submit necessary certification from their Banker for the exchange rate used in the conversation.

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

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

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

3.5. STEP IV - Evaluation of Financial Bids

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

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

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

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

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

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

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

3.6. STEP V - Bidder Selection

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

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

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

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

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

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

3.7. Misrepresentation by the Bidder

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

3.8. Disposition of Technical Bid

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

- Technical Bid that is incomplete.

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

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

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

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

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

SECTION - 4

ANNEXURES FOR BID

SECTION – 4

I. Formats for Bid

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

Technical Bid

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

~~14A. Format for Bid Security Declaration~~

15. Format for Contract Performance Guarantee
16. Checklist for Technical Bid submission requirements
22. Format for Affidavit
23. List of Long Term Transmission System User

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

Financial Bid

21. Format for Financial Bid

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

11A. Illustration For Applicable Board Resolution Requirements Under Clause 2.5.2
17. List of Banks
18. GRID Map of the Project
19. Format for clarification/amendments on the RFP/RFP Project Documents
20. Formats for RFP Project Documents

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

ANNEXURE 1 - COVERING LETTER

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

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

To,

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

Dear Sir,

Sub: **Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through tariff based competitive bidding process.**

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

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

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

4. We hereby agree and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended vide order No. A-1/2021-FSC- Part(5) dated 16.11.2021 and No.: P45021/2/2017-PP (BE-II)-Part-4 Vol.II dated 19.07.2024 issued by Ministry of Power for transmission sector, as may be further as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.

We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance revised OM dated 23.02.2023 issued in suppression of Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021, OM No. F.7/10/2021-PPD dated 08.06.2021 and Order (Public Procurement No 4) bearing File No. F.7/10/2021-PPD dated 23.02.2023 as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India.

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

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

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

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

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

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

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

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

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

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

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

14. Bid Bond

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

15. Acceptance

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

16. Familiarity With Relevant Indian Laws & Regulations

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

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

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

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

Thanking you,

Yours sincerely,

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

Name: ……
Designation: ……
Address: ……

Date: …….
Place: ……

Company Rubber Stamp

ANNEXURE 2 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

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

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

To,

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

Dear Sir,

Sub: **Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through tariff based competitive bidding process.**

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

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

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

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

The details of contact person are furnished as under:

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

Dated the ……. day of ……. of 20…

Thanking you,

Yours faithfully,

……
(Signature)

Name: …….
Designation: …….

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

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

POWER OF ATTORNEY

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

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

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

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

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

……..
(Signature)

Name: …….
Designation: …….

Accepted

……..……
(Signature of the Attorney)

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

Specimen signatures of attorney attested by the Executant

……
(Signature of the Executant)

……..
(Signature of Notary Public)

Place: ……
Date: ……

Notes:

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

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

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

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

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

POWER OF ATTORNEY

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

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

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

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

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

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

For and on behalf of
Consortium Member

…….

(Signature of the Authorized Signatory)

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

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

Accepted
Specimen signatures of attorney attested

…….
(Signature)

……

……

(Signature of Notary Public)
……

(Name, Designation and Address of the Attorney)

Place: ……
Date: …….

Notes:

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

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

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

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

1. Corporate Details:

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

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

Name: ……

Address: ……
……
……

Website Address: ……..

Country of Origin: ……

b. Year Organized: ……..

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

d. Status as a Bidder:

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

Note: tick the applicable serial number

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

…….
…….
…….

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

g. Telephone Number: …….

h. Email Address: …….

i. Telefax Number: …….

j. Please provide the following documents:

i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as

Attachment 1 for Bidding Company / each Member of Bidding Consortium including Lead Member.

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

2. Details of Ownership Structure:

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

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

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

Notes:

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

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

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

……..
(Stamp)

Date: ……
Place: ……

FORMAT FOR AUTHORISATION

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

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by **_____[Name of BPC]** to verify our Bid for selection of Bidder as Transmission Service Provider for "**Establishment of 400/220 kV Velgaon Substation (GIS)"** through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

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

.....
(Signature)

Name of Authorized Signatory: …….

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

Place: ……
Date: ……

……..
(Company rubber stamp/seal)

…….
(Signature of Notary Public)

Place: ……
Date: ……

ANNEXURE 6 - FORMAT FOR CONSORTIUM AGREEMENT

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

THIS CONSORTIUM AGREEMENT executed on this..... day of .....Two thousand.....between M/s....., a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, acquisition of **{Name of the SPV Company or "Project specific SPV to be incorporated by the BPC"}**(in case of award) and entering into other Agreement(s) as specified in the RFP (hereinafter referred to as "Agreements") as may be entered into with the Long Term Transmission System User.

WHEREAS, the BPC had invited Bid in response to RFP issued to …… (insert the name of purchaser of RFP) for selection of the bidder as the Transmission Service Provider to establish Intra-State Transmission System for **"_____[Name of Project]"**.

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

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

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

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

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

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

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

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

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

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

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

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

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

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

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

11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations

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

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

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

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

15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the Share Purchase Agreement, unless expressly agreed to the contrary by the Long Term Transmission System User.

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

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

THIS CONSORTIUM AGREEMENT:

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

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

c. may not be amended or modified except in writing signed by each of the parties and with prior written consent of the Long Term Transmission System User.

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

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

.....
(Signature of authorized signatory)

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

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

.....
(Signature of authorized signatory)

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

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

Place: …….
Date: …….

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

Appendix 1 to the Consortium Agreement:

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

ANNEXURE 7 A - FORMAT FOR QUALIFICATION REQUIREMENT

A. NET WORTH

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through tariff based competitive bidding process

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

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

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

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

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

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

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

Member – I (Lead Member)

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

i. Name of Member: .....

ii. Total Networth requirement: Rs …… Crore

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

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

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

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

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

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

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

Yours faithfully

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

Name: …….
Date: …….
Place: …….

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

Name: …….
Date: …….
Place: …….

Date: …….

Notes:

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

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

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

ANNEXURE 7B - FORMAT FOR TECHNICAL REQUIREMENT

To,

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through tariff based competitive bidding process

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

We certify that M/s. …….. (Insert name of Technically Evaluated Entity(ies)) have experience of development of projects in the Infrastructure sector in the last five (5) years whose aggregate capital expenditure is Rs. ……. Crore or equivalent USD*. We further certify that the capital expenditure of any single project considered for meeting the technical Qualification Requirement is not less than Rs. …… Crore or equivalent USD*. For this purpose, capital expenditure incurred on projects which have been either wholly completed / commissioned or partly completed projects put under commercial operation and for which operation has commenced till at least seven (7) days prior to the Bid Deadline has been considered.

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

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

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

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

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

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

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

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

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

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

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

Name of Company (which has executed the project at (3)) whose technical capability has been used for	Relationship** with Bidding Company / Lead Member	Project name	Nature of Project (EPC, Turnkey etc)	Relevant Infrastructure sector	Date of award of contract (in dd/mm/yy)	Date of Completion / Commissioning	Payment received (Rs. Crore)

Qualification Requirement							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
……		……. Project 1					
……		…….					
……		…….					
	Total (Rs. Crore)						

Yours faithfully

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

Name: ……..
Date: ……..
Place: ……..

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

Date: …….

Notes:

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

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

2. In case the accounts for the financial year in which the project claimed for meeting qualification requirement has been commissioned are not audited, the Bidder shall give declaration in this regard duly certified by its statutory auditor. In such a case,

Bidder shall provide details of computation of capital expenditure of such project(s) duly certified by Statutory Auditor of the project company and the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed shall be capitalized in the books of accounts upon finalization.

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

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

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

To,

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through tariff based competitive bidding process

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

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

NOTES:

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

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

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

Yours faithfully

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

Name: ……
Date: ……
Place: ……

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

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

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

……..…….

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

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

i. Financial capability (Attachment 1):

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

ii. Technical capability (Attachment 2):

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

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

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

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

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

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

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

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

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

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

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

- Project model, i.e., EPC, Turnkey;
- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Cost data (breakdown of major components)
- Name of sub-contractor
- Construction time for the project
- Names, addresses and contact numbers of owners of the projects

- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

iii. Attachment-3:

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

For and on behalf of Bidding Company/Consortium

M/s…….

…….
(Signature of authorized signatory)

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

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

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

Date: .....

To,

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

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)".

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

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

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

3. We give our unconditional acceptance to the RFP dated 13.03.2025 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

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

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

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

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

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

S. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 3x500 MVA, 400/220 kV ICT S/s (GIS)	18 Months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV LILO on Tarapur-Kudus II D/c line			
3.	220 kV LILO on Dahanu-Ghodbunder D/c line			
4.	220 kV LILO on Boisar-Borivali S/c line			
5.	220 kV LILO on Dahanu-Versova S/c line			
6.	220 kV LILO on Boisar-Versova S/ C line			

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

Scheduled COD for the Project: 18 Months from Effective Date

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:
   a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory.
   b. Financial Bid is unconditional.
   c. Only one Financial Bid has been submitted.

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

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

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

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

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

Note:

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

Format 2: Details of equity investment in Project

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

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

1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in _____[Name of SPV] as per Clause 2.5.8.2.

S. No.	Name of the Bidding Company/ Member in case of a Bidding Consortium	Name of the Company investing in the equity of the _____[Name of SPV]	Relationship with Bidding Company /Member of the Bidding Consortium	% of equity participation in the _____[Name of SPV]
(1)	(2)	(3)	(4)	(5)
TOTAL				100%

* In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall declare shareholding pattern of such Affiliate(s) / Parent Company / Ultimate Parent Company and provide documentary evidence to demonstrate relationship between the Bidder and the Affiliate(s) / Parent Company / Ultimate Parent Company. These documentary evidences could be, but not limited to, demat account statement(s) / Registrar of Companies' (ROC) certification / share registry book, etc duly certified by Company Secretary.

Members of the Consortium or the Bidding Company making investment in the equity of the _____[Name of SPV] themselves to fill in their own names in the column (3)

Signature and Name of authorized signatory in whose name power of attorney has been issued

Signature of authorized signatory

Name: …….

Designation: ……...

Date…….

Company rubber stamp

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

[On the Letter Head of the Parent /Affiliate]

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

To

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

Dear Sir,

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

We refer to the RFP dated 13.03.2025 ('RFP') issued by you for selection of Bidder as Transmission Service Provider for "**Establishment of 400/220 kV Velgaon Substation (GIS)**".

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

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

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

Name: …….

Date: …….
Place: …….

Notes:

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

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

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

Name: ……..

Full Address: ……

Telephone No.: ……

E-mail address: ……

Fax/No.: ……..

To:

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

Sub: **Undertaking for equity investment**

Dear Sir,

We refer to the Request for Proposal dated 13.03.2025 ('RFP') issued by you regarding setting up of Intra-State transmission system for _____[Name of Project] Project on build, own, operate and transfer basis.

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

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

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

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

Certified as true.

……..

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

Note:

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

ANNEXURE 11 - FORMATS FOR BOARD RESOLUTIONS

Format 1

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

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

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

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

1. RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of…….% (……per cent) of the total equity share capital of _____[Name of SPV] representing the entire amount proposed to be invested by the company for the transmission system for _____[Name of Project], partly by acquisition of the existing equity shares from _____[Name of BPC] and / or partly by subscribing to the new equity shares, as per the terms of the RFP.

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

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

2. RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the ;……. percentage (__%) limit to the extent becoming necessary towards the total equity share in the _____[Name of SPV], obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium Agreement dated …….executed by the company as per the provisions of the RFP.

[Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Bidder, the following Board resolution no. 3 shall also be passed by the Bidder]

3. FURTHER RESOLVED THAT the Board hereby acknowledges the Board Resolution(s) passed by the…….. [Name of the Affiliate(s)/ Parent / Ultimate Parent] regarding the investment of…….(….%) of the equity share capital requirements of _____[Name of SPV], which is to be invested by the …….[Name of the Affiliate(s)/ Parent / Ultimate Parent] for the _____[Name of SPV], partly by acquisition of the existing equity shares from _____[Name of BPC] and partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: The following resolution no. 4 is to be provided by the Bidding Company / Lead Member of the Consortium only]

4. FURTHER RESOLVED THAT MR/MS ……..be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

[Notes:

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

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidding Company, each Member of the Bidding Consortium.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.]

Format 2

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

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

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest …….percent (.... %) of the total equity share capital of _____[Name of SPV] representing the entire amount proposed to be invested by ……[insert the name of the Bidder or Member] for the said Project, in case of failure of ……[Insert the name of the Bidder or Member] to make such investment".

FURTHER RESOLVED THAT .....,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the BPC through ……[Insert name of Bidding Company/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

Note:

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

2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

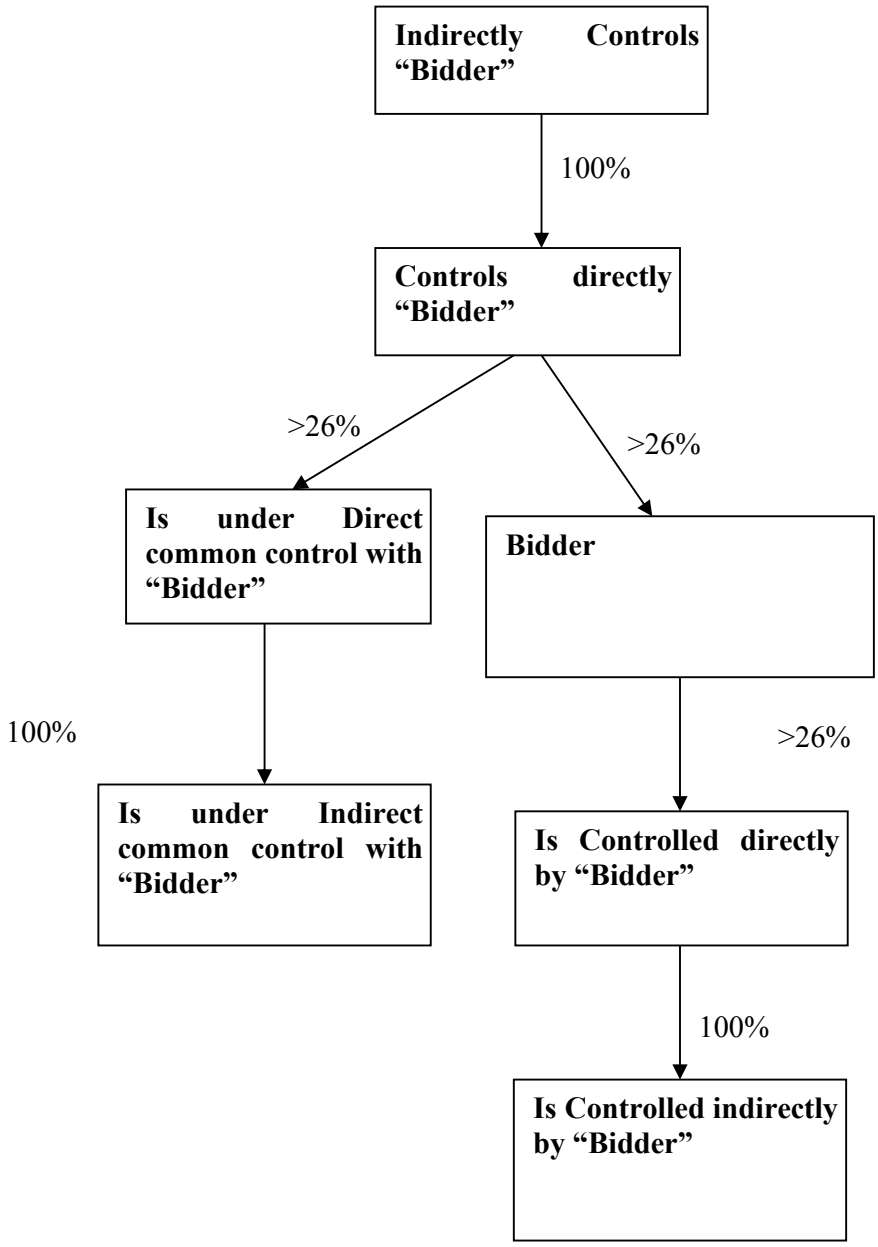
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

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

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from the Bidder	None
Bidder himself for 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1, 2, and 4 from the Bidder b) Format 2 of Annexure 11 by either Technically/ Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then Format 2 need not be provided.	Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and4 from the Bidder. b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity	None
Bidder himself + others (Affiliate and/or Parent Company	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder. b) Format 1 of Annexure 11 -	Yes, by either Parent/ Affiliate(s) whose credentials have been used, or Ultimate Parent

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

ANNEXURE 12 - FORMAT FOR ILLUSTRATION OF AFFILIATES



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

ANNEXURE 13 - FORMAT FOR DISCLOSURE

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

Date: ……

DISCLOSURE

We hereby declare that the following companies with which we/ have direct or indirect relationship are also separately participating in this Bid process as per following details

S. No.	Name of the Company	Relationship
1.		
2.		
3.		

In case there is no such company please fill in the column "name of the company" as Nil.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Certified as True

……..
(Signature)

Name: .....

Signature & Name of authorized signatory of the Company and Stamp

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

ANNEXURE 14 - FORMAT OF THE BID BOND

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

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

In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Intra-State transmission system for _____[Name of Project] on build, own, operate and transfer basis, in response to the RFP dated _____ issued by _____[Name of BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of …….....[Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from _____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore),on behalf of M/s…….[Insert name of the Bidder].

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

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

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly _____[Name of BPC] or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of three hundred sixty five (365) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if _____[Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this…….. day of ..... at……

Witness:

1……. Signature: ……..
Name and Address Name: ……..……..

2. …….. Designation with Stamp:
Name and Address

Signature …….

Attorney as per power of attorney

No.……

For:
…… [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this……day of……. 20……..

Notes:

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

~~**ANNEXURE 14 A- FORMAT OF THE BID SECURITY DECLARATION [VALID TILL RFP ISSUED ON OR BEFORE 31.12.2021]**~~

ANNEXURE 15 - FORMAT FOR CONTRACT PERFORMANCE GUARANTEE

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

In consideration of the …… [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated …… and the other RFP Project Documents and the Long Term Transmission System User and ……_[Name of BPC], agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the……[Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Long Term Transmission System User at…… [Insert Place and Address of the Long Term Transmission System User indicated in TSA] forthwith on demand in writing from the Long Term Transmission System User or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees……Crores (Rs…….) only [Insert the amount of the bank guarantee] on behalf of M/s…… [Insert name of the Selected Bidder / SPV].

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____[Name of SPV], …… [Insert name of the Selected Bidder], ……. [Insert name of the TSP] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission System User to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission System User in respect of any payment made hereunder.

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

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission System User shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against _____[Name of SPV] or the Selected Bidder, to make any claim against or any demand on _____[Name of SPV] or the Selected Bidder, as the case may be, or to give any notice to _____[Name of SPV] or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission System User or to exercise, levy or enforce any distress, diligence or other process against ……_[Name of SPV] or the Selected Bidder, as the case may be.

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

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

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

In witness where of:

Signature……..

Name: ……

Power of attorney No.: ……...

For:

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

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

ANNEXURE 16 – FORMAT OF CHECKLIST FOR TECHNICAL BID SUBMISSION REQUIREMENTS

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

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

Technical Bid Submission Requirements	Response (Yes / No)
Member in case of Bidding Consortium / TEE in cases where credentials of TEE is taken; c. Last financial year unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity d. Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, from the financial years in which financial closure was achieved till the financial year in which the said project was completed / commissioned. 10. Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member. 11. Attachment of **Annexure 7(D)**, detailing projects completed / commissioned and for which commercial operation has commenced including Executive Summary for each project. 12. For each project listed in the attachment above, certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory in support of technical capability as defined in Clause 2.1.2 of RFP. 13. Authority letter in favour of BPC from the Bidder/every Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others. 14. Authorization from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium. 15. Initialing of all pages of Technical Bid by the Authorized Signatory in whose favour the POA (**Annexure 3**) has been executed. 16. Format for Illustration of Affiliates at the most seven (7) days prior to the Bid Deadline, duly certified by Company Secretary and supported by documentary evidence. 17. Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC	

Technical Bid Submission Requirements		Response (Yes / No)
	etc. submitted as documentary evidence along with **Annexure 12**.	
18.	Format for Disclosure by Bidding Company / each Member of the Consortium.	
19.	Format for Affidavit by the Bidding Company / each Member of the Consortium	
20.	Format for Authorization submitted in Non-Judicial stamp paper duly notarized.	
21.	Bidders Undertaking and details of Equity Investment	
22.	Proof of Payment of RFP Fees	
23.	Bid Bond/ ~~Bid Security Declaration (As applicable)~~	
24.	Board Resolution as per Annexure 11 (If required)	

[**Note:** The checklist is not exhaustive. Bidders are required to submit all the information/documents as per requirement of RFP]

For and on behalf of Bidder

M/s. …….

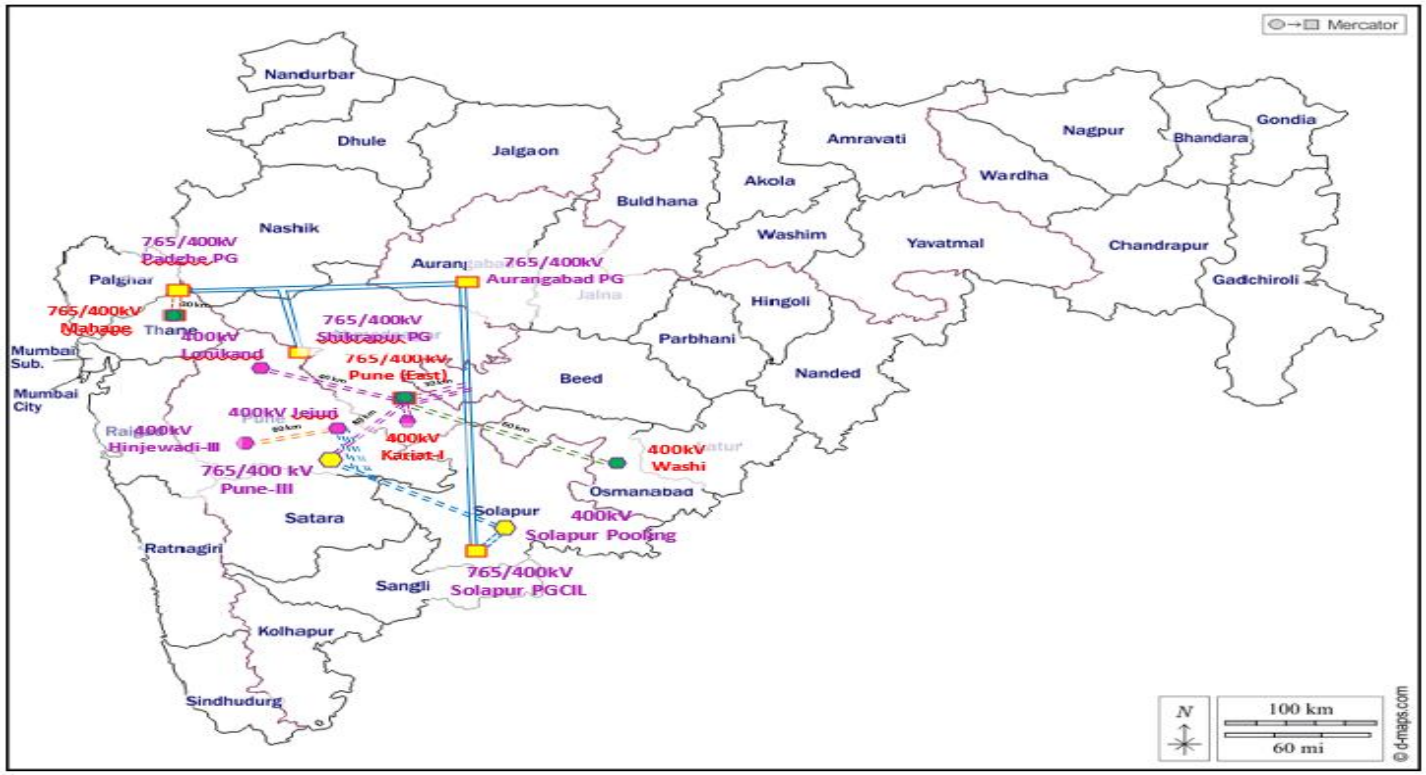
……..
(Signature of authorized signatory)

ANNEXURE 17 – LIST OF BANKS

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

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

ANNEXURE 18 - GRID MAP OF THE PROJECT



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

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

Signature ……

Name……...

For

Bidder's Rubber Stamp and Full Address.

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

ANNEXURE 20 - LIST FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1: TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2: SHARE PURCHASE AGREEMENT (Provided Separately)

……..

[To be inserted by the BPC]

ANNEXURE 21 - FORMAT FOR FINANCIAL BID

[To be uploaded online]

Quoted Transmission Charges ……..

Notes

1. The Bidders are required to ensure compliance with the provisions of Clause 2.5.3 of this RFP.

2. Quotes to be in Rupees Millions and shall be up to two (2) decimal points.

3. The contents of this format shall be clearly typed.

4. The Financial Bid shall be digitally signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.

5. Ensure only one value for annual Transmission Charges is quoted. The same charge shall be payable every year to TSP for the term of TSA.

ANNEXURE 22 – FORMAT FOR AFFIDAVIT

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

AFFIDAVIT

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

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

b. the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate or their directors have not been convicted of any offence in India or abroad.

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

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

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

…….
Signature and Name of the authorized signatory of the Company Bidding Company / Lead Member of the Bidding Consortium

……..
(Signature of Notary Public)

Place:……

Date:……

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

ANNEXURE 23 – LIST OF LONG TERM TRANSMISSION SYSTEM USER

Sl. No.	Name of the Long Term Transmission System User	Address of Registered Office	Allocated Transmission Capacity as per MERC Order in Case No. 239 of 2022 (in MW)*	Percentage share computed based on Allocated Transmission Capacity as per MERC Order in CASE No. 239 of 2022*
1	Maharashtra State Electricity Distribution Company Limited	Prakashgad, Plot No. G-9, Dr. Anant Kanekar Marg, Bandra (East), Mumbai – 400 051	23060.61	86.019%
2	Tata Power Company – Distribution	Backbay Receiving Station, 148, Lt. Gen. J. Bhosale Marg, Nariman Point, Mumbai – 400 092	883.13	3.294%
3	Adani Electricity Mumbai Limited – Distribution	AEML, CTS 407/A (New), 408 Old village, Eksar Devidas Lane, Off SVP Road, Near Devidas Telephone Exchange, Borivali (East), Mumbai – 400 051	1577.10	5.883%
4	Brihanmumbai Electric Supply and Transport (Undertaking)	Best Bhavan, Best Marg, Colaba, Mumbai – 400 001	802.07	2.992%
5	Indian Railways	Central Railway H.Q., 2nd Floor, Parcel office Building, Mumbai, CST – 400 001	417.42	1.557%
6	Mindspace Business Park Private Limited	Plot No. C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai – 400 051	14.00	0.052%
7	Gigaplex Estate Private Limited	Raheja Tower, Plot No. C-30, Block-G, BKC, Bandra €, Mumbai – 400 051	5.50	0.021%
8	KRC Infrastructure and	Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla	6.50	0.024%

Sl. No.	Name of the Long Term Transmission System User	Address of Registered Office	Allocated Transmission Capacity as per MERC Order in Case No. 239 of 2022 (in MW)*	Percentage share computed based on Allocated Transmission Capacity as per MERC Order in CASE No. 239 of 2022*
	Projects Private Limited	Complex, Bandra (E), Mumbai – 400 051		
9	Nidar Utilities Panvel Limited Liability Partnership	12th Floor, Knowledge park bld, Hiranandani Business Park, Powai, Mumbai – 400 076	5.50	0.021%
10	Maharashtra Airport Development Corporation	8th Floor, World Trade Centre I, Cuffe Parade, and Mumbai-400005.	16.00	0.060%
11	EON Kharadi Infrastructure Private Limited Phase-1	Tech Park One, Tower E, Sr. No. 191/A/2A/1/2, Next to Don Bosco School, Off. Airport Road, Yerwada, Pune.	10.00	0.0037%
12	EON Kharadi Infrastructure Private Limited Phase-2	Tech Park One, Tower E, Sr. No. 191/A/2A/1/2, Next to Don Bosco School, Off. Airport Road, Yerwada, Pune.	8.00	0.030%
13	Jawaharlal Nehru Port Trust	Administration Building, Nhava Sheva, Uran, Navi Mumbai - 400 707	2.00	0.007%
14	Laxmipati Balaji Supply Chain Management Ltd.	205 and 206(Part), level 2, Ceejay House, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai 400018	0.95	0.004%

**Likely to change in MYT Order to be issued by MERC*

While the bidding is being done on the basis of existing Standard Bidding Documents (SBDs), and the list of LTTSU is being provided as per the format of the existing SBDs, it is clarified that

the transmission charges will be shared and recovered as per the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as amended from time to time. Regulation 83 and Regulation 84 of the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 provides for "Determination of Intra-State Transmission Tariff" and "Sharing of Total Transmission System Cost by long-term Transmission System Users".

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

The new Long-Term Transmission Customers shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 11 to the TSA.

ANNEXURE A

Technical Details with respect to electronic bidding

Registration Methodology

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

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

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

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

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

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

tsp@mstcindia.co.in

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

Contact persons of MSTC Limited: **Mr. Setu Dutt Sharma, 7878055855**

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

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

ANNEXURE B

Draft Pre-Award Integrity Pact

[Can be suitably modified by BPC]

GENERAL

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

WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)", who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service.

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

NOW, THEREFORE,

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

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

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

any form, by its officials by following transparent procedures.
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of BPC

1.1 The BPC undertakes that no official of the BPC, connected directly or indirectly with the bidding process, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the bidding process in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

Commitments of Bidder

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

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

evaluation, contracting and implementation of the bidding process.

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

3.3 The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.

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

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

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

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

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

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

3.10 The Bidder commits to refrain from giving any complaint directly or through any

other manner without supporting it with full and verifiable facts.

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

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

4. Previous Transgression

4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the bidding process.

4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Bid Bond (Security Deposit)

5.1 Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs. ……. (as per the amount specified in Request for Proposal (RFP) Document) issued by …… [Insert Name of the Banks from the list provided in RFP Document] as Earnest Money/Security Deposit, with the BPC.

5.2 The Earnest Money/Security Deposit shall be valid & retained by the BPC for such period as specified in the RFP Document.

5.3 No interest shall be payable by the BPC to the Bidder on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BPC to take all or anyone of the following actions, wherever required:-

(i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the

other Bidder (s) would continue.

(ii) The Bid Bond (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.

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

(iv) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.

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

(vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.

6.2 The BPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BPC to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

7.1 The BPC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BPC.

7.6 The Bidder accepts that the Monitors has the right to access without restriction to all Project documentation of the BPC including that provided by the Bidder. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder /Subcontractors(s) with confidentially. [As all the bid documents are with BPC only]

7.7 The BPC will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

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

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and upto 6 months

from the date of transfer of project specific SPV i.e. signing of Share Purchase Agreement with BPC. In case Bidder is unsuccessful, this Integrity Pact shall expire after 15 days from the date of transfer of project specific SPV to successful bidder.

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

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

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

ANNEXURE C

Technical Specifications of Transmission System

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

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

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

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

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

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

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

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

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

A.7.0 A) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

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

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

D) For crossing of railway tracks, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.

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

i. LILO in Tarapur – Kudus-II 400 kV D/c line

Type of conductor: Moose, Quad ***(Should be Matching with Exisiting Tarapur – Kudus 400 kV DC lines)***

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
400 kV D/C (Quad Bundled) Transmission Lines ***(Should be Matching with Exisiting Tarapur – Kudus 400 kV DC lines)***	**Zebra: Stranding** 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm^2 diameter, 528.5 mm^2 Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55 mm, 31.95mm Diameter, 604 mm^2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 Minimum UTS: 159.80 kN	**Stranding details:** 61/3.31 mm 29.79 mm diameter; 525 mm2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm

Note:

1. **To select any size above the minimum, the sizes mentioned in the Indian standard IS-398 (part-6) shall be followed.*

   The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.

ii. LILO on Dahanu-Ghodbunder 220 kV D/ C line

iii. LILO on Boisar-Borivali 220 kV S/ C line

iv. LILO on Dahanu-Versova 220 kV S/ C line

v. LILO on Boisar-Versova 220 kV S/ C line

Type of conductor: Zebra ***(Should be Matching with Exisiting 220 kV Lines)***

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	**Stranding Details:** 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area	**Stranding Details:** 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	NA

A.9.0 The required phase to phase spacing and horizontal spacing for 400 kV and 220 kV line shall be governed by the tower design as well as minimum live metal clearances for each voltage level respectively under different insulator swing angles. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613.However, the phase to phase spacing for 400 kV and 220 kV line shall not be less than 8 m and 5 m respectively.

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

I. **<u>For 400 kV Transmission line:</u>**

a) (i) Under stationary conditions

From tower body: 3.05 m

(ii) Under swing conditions

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

b) Minimum ground clearance for 400 kV line: 8.84 m

c) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0 m

II. For 220 kV Transmission Lines:

a) (i) Under stationary conditions

From tower body: 2.13m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	1.98 mtrs
b) Swing angle (30º)	1.83 mtrs
c) Swing angle (45º)	1.675 mtrs

b) Minimum ground clearance for 220V line: 7.015m

c) Minimum mid span separation between earth-wire and conductor for 220 kV line: 8.5 m

A.11.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.

A.12.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.

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

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

A.15.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood

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

A.16.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

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

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

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

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

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

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

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

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

d) Double coat 20 mm thick cement plaster shall be provided on all exposed concrete

surface as well up to 300 mm below ground level to give protection to concrete surface from environmental and saline effect.

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

A.19.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).

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

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

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

A.23.0 The switching impulse withstand voltage (wet) for 400kV line shall be 1050 kVp. Lightning impulse withstand voltage (dry) for 400kV line shall be 1550 kVp.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220 kV Velgaon S/s shall be Gas Insulated Switchgear (GIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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

B.1.0 Salient features of Substation Equipment and Facilities

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

B.1.1 Insulation Coordination

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

Sl. No.	Description of parameters	400/220kV Velgaon S/s (GIS)	
		400 kV System	**220kV System**
1.	System operating voltage	400 kV	220 kV
2.	Maximum voltage of the system (rms)	420 kV	245 kV
3.	Rated frequency	50 Hz	50 Hz
4.	No. of phases	3	3
5.	Rated Insulation levels		
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) - for Equipment other than Transformer and reactor - for Insulator String	 1425 kVp 1550 kVp	 1050kVp 1050 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	460kVp
iii)	One minute power frequency dry withstand voltage (rms)	650 kV	-
6.	Corona extinction voltage	320 kV	-
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volt at 266 kV rms	1000 micro-volt at 156 kV rms

Sl. No.	Description of parameters	400/220kV Velgaon S/s (GIS)	
		400 kV System	**220kV System**
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)
9.	Minimum creepage distance for switchyard equipment	13020 mm (31 mm/ kV)	7595 mm (31 mm/ kV)
10.	Max. fault current	63 kA	50 kA
11.	Duration of fault	1 sec	1 sec

B.1.2 Switching Scheme

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

Substation	400 kV side	220 kV side
400/220 kV Velgaon S/s (GIS)	One and Half Breaker	Double Main Scheme

Notes: -

i) For one and half breaker switching scheme, any double circuit line consisting of two numbers of feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.

ii) Two transformers of the same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same diameter.

iii) A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling 2 numbers of feeders.

iv) In case of GIS substation where the bus scheme is One and Half breaker scheme, the diameters shall be complete with feeder/line side isolator and GIS duct of the future bay shall be brought outside the GIS hall/building with extension/interface module suitably.

v) Connection arrangement of Switchable Line reactors shall be such that it can be used as Line reactor as well as Bus reactor with suitable NGR bypass arrangement. Further, Spare 1-phase Shunt Reactor unit shall be placed and connected in such a way that the spare unit can be utilized for all the bus and switchable line reactor banks (including future reactor banks) without its physical movement.

vi) Space provision for 400 kV future lines shall be kept considering switchable Line

reactor for the lines.

vii) Space Provision for Future Bus sectionalizer:

One (1) set of future bus sectionalizer for 400 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.

One (1) set of future bus sectionalizer for 220 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.

viii) TSP shall plan distribution of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing thermal limit at any point of bus-bar.

ix) **400/220 kV Velgaon S/s (GIS)**

400 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT (400 kV side of 400/220 kV ICT)- Tie- Line	*3 (three)*
400 kV Bus Reactor – Tie- Line	*1 (one)*
Space for Future ICT - Tie- Future Line**	*2 (one)*

220 kV bay configurations (double main bus scheme) shall be as follows:

Configuration	Numbers
ICT (220 kV side of 400/220 kV ICT)	*3 (four)*
220 kV Bus Sectionaliser Bay	*1 (one)*
220 kV line bays	*10 (ten)*
Space for Future ICT (220kV side of 400/220kV ICT)*	*1 (one)*
Space for 220 kV Bus Sectionaliser Bay	*1 (one)*
*Space for Future 220 kV line bays **	*4 (four)*

** Space provision to be kept for future Line bays and future ICT bays alongwith line side equipment (such as LA, CVT, Wave Trap), gantry, protection panel etc.*

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

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

Sl. No	Description of bay	400/220kV Velgaon S/s (GIS)	
		400 kV	220kV
1.	Bus Bar	4000 A	3000A
2.	Line bay	3150 A	1600A
4.	ICT bay	3150 A	N/A
5.	Reactor bay	3150 A	N/A

B.2.1 Power Transformers

B.2.1.1 Autotransformer

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

B.2.2 Shunt Reactors

B.2.2.1 420 kV, 3-Phase, Shunt Reactor

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

Spare 1-phase Shunt Reactor unit shall be placed and connected in such a way that the spare unit can be utilized for all the bus and switchable line reactor banks (including for future reactor banks) without its physical movement.

B.2.3 Velgaon 400 kV and 220kV GIS Substation equipment

GIS (Gas Insulated Switchgear) shall be Indoor type in accordance to IEC: 62271-203. The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All the switchgear such as Circuit Breaker, isolator, earth switch including CT, PT etc. shall be GIS type. The Surge Arrestor and Voltage Transformer shall be either GIS or outdoor AIS type.

The GIS assembly shall consist of separate modular compartments e.g. Circuit Breaker compartment, Bus bar compartment filled with SF_6 Gas and separated by gas tight partitions so as to minimize risk to human life, allow ease of maintenance and limit the effects of gas leaks failures and internal arcs etc. These compartments shall be designed to minimize the risk of damage to adjacent sections and protection of personnel in the event of a failure

occurring within the compartments. Rupture diaphragms with suitable deflectors shall be provided to prevent uncontrolled bursting pressures developing within the enclosures under worst operating conditions, thus providing controlled pressure relief in the affected compartment. The arrangement of gas sections or compartments shall be such as to facilitate future extension of any make without any drilling, cutting or welding on the existing equipment. To add equipment, it shall not be necessary to move or dislocate the existing switchgear bays. The layout of Gas Insulated Bus Ducts shall be properly planned to optimize the length of bus ducts and for easy accessibility for maintenance. The length of busbars, bus ducts, isolator sections shall be optimized considering effects of fast transient voltage due to isolator operations.

The bus bar modules including auxiliary bus modules (wherever applicable) shall be provided with suitable End Piece (Interface) module on both sides with the test link facility for future extension as per provisions of future requirements. The end piece module shall be designed in such a way so that future GIS modules may be tested without extending test voltage to existing bus and vice-versa by removing the test link.

TSP shall make available the complete details for the design of interface module such as cross section, enclosure material, enclosure dimensions (inner and outer), Flange diameter (inner and outer), conductor cross-section and connection arrangement, bolt spacing and dimension, rated gas pressure, Gasket detail etc. Further, adequate space for GIS busbar interface module shall be taken into account for future scope.

Each section shall have plug-in or easily removable connection pieces to allow for easy replacement of any component with the minimum disturbance to the remainder of the equipment. Inspection windows (View Ports) shall be provided for Disconnector Switches and both type of earth switches i.e. Maintenance and fast operating.

Local Control Cabinets (LCC) shall be provided as per requirement. The alarm and annunciation of GIS equipment shall be wired to the SCADA System.

The material and thickness of the enclosures shall be such as to withstand an internal flashover without burns through for a period of 300 ms at rated short time withstand current. The material shall be such that it has no effect of environment as well as from the by-products of SF_6 breakdown under arcing conditions. This shall be validated with Type Test.

Service continuity requirement for GIS:

The GIS equipment with the given bus switching arrangement shall be divided into different gas compartments. During the work such as a fault repair or major maintenance, requiring the dismantling of a gas compartment for which more than one compartments may need to be de-gassed.

TSP shall meet following Service continuity conditions (to the extent possible) with ensuring equipment and operating personnel's safety:

- For One and half breaker bus switching scheme, during a fault in Circuit Breaker compartment, no bus bar and feeder is permitted out of service during maintenance and repair/replacement.
- During a fault in a GIS compartment other than the Circuit Breaker compartment, maximum of one bus bar and/or one feeder is permitted out of service during maintenance and repair/replacement.

UHF sensors in GIS for PD (Partial Discharge) detection:

The adequate number of Ultra High Frequency (UHF) sensors shall be provided in the offered GIS along with suitable portable type Partial Discharge (PD) measuring instrument for detection of Partial discharge (of 5 pC and above as per IEC 60270). The number and location of these sensors shall be based on laboratory tests on the typical design of GIS as per recommendations of CIGRE Document No. 654 (Application Guide for sensitivity verification for UHF Partial discharge detection system for GIS).

B.2.3.1 Circuit Breakers (GIS)

GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms (milli second) for 400 kV. The rated break time shall not exceed 60 ms for 220 kV. Circuit breakers shall be suitable for single phase and three phase auto reclosing. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The Circuit breakers controlling 400 kV lines wherever required shall be provided with pre-insertion closing resistor of about 400 ohms with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km. The short line fault capacity shall be the same as the rated capacity and this is proposed to be achieved without use of opening resistors. Controlled switching device shall be provided in the Circuit Breaker of the switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers for 400 kV and above voltage class.

B.2.3.2 Isolators (GIS)

The isolators shall comply to IEC 62271-102 in general. Earth switches shall be provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All isolators and earth switches shall be motor operated type.

The isolator shall be of extended mechanical endurance class-M2 and suitable for Bus Transfer Current Switching duty as per IEC standards. High speed earthing switches shall be provided for grounding purposes at overhead line terminations and cable terminations and shall have fault making capability as specified. Earth switch for line isolator shall be of earthing switch class E1 and shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

B.2.3.3 Current Transformers (GIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering) whereas; CT in Tie bays shall have six cores (four for protections and two for metering) suitably distributed on both sides of CB (for 400 kV and above voltage class). 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for the metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy.

The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.3.4 Voltage Transformer (GIS)

The voltage transformers shall conform to IEC-61869. Voltage transformers shall be of electromagnetic type with SF_6 gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type, nonresistant and shall be contained in their own-SF6 compartment, separated from other parts of installation. The voltage transformer shall be effectively shielded against high frequency electromagnetic transients. The voltage transformer shall have three secondary windings out of which two shall be used for protection and one for metering. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for protection cores shall be 3P. The accuracy of 0.2 on metering core should be maintained throughout the entire burden range on all the three windings without any adjustments during operation. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (GIS) (if applicable)

624 kV Station High (SH) duty, 336 kV Station High (SH) and 216 kV Station Medium (SM)duty gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/ kV , 12 kJ/ kVand 7kJ/kV respectively shall be provided for 800 kV , 420 kV and 245 kVsystem respectively conforming to IEC 60099-4 in general. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers and Reactors so as to achieve proper insulation coordination. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.3.6 SF_6 to Air Bushing

Outdoor bushings, for the connection of conventional external conductors to the SF_6 metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC-60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/ kV. SF_6 to air Bushing shall be of Polymer/ composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic conditions. The electrical and mechanical characteristics of bushings shall be in accordance with IEC-60137. Polymer/composite insulator shall be seamless sheath of silicon rubber compound. The housing and weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicon composite insulators shall comply with the requirements of IEC 61462 and the relevant parts of IEC-62217.

B.2.4 Protection Relaying and Control System

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

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

400 kV lines shall have Main-I numerical five zone distance protection scheme with carrier aided inter-tripping feature. 400 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware and manufacturing platform or different principle of operation.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400 kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV lines shall also be provided with two stages over standalone voltage protection. Over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 400 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential protection
ii) Numerical Restricted earth fault protection
iii) Numerical Back-up Over-current and earth fault protection on HV and IV side
iv) Numerical Over fluxing protection on HV and IV side
v) Numerical Overload alarm

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

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

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential protection.
ii) Numerical Restricted earth fault protection
iii) Numerical Back-up impedance protection

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

pressure relief device, etc.

d) Bus bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220kV. Duplicated bus bar protection of different make shall be envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays shall also be provided.

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

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

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

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

e) Local Breaker Back up Protection

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

Notes:

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

B.2.5 Substation Automation System

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

etc. can be done from Human Machine Interface (HMI) from the Relay Control Room.

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

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

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

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

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

(b) Time synchronization equipment

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

B.3.0 Substation Support facilities

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

B.3.1 AC and DC power supplies

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

(i) For LT Supply at each new Substation, two (2) Nos. of LT Transformers (minimum 800 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of 400/220 kV Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 400/33 kV Transformer by local SEB/DISCOM for energy accounting.

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

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

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

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

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

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

(v) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV) shall be provided for emergency applications.

(vi) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including transformer and reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amendment time to time.

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

Optical Beam type heat detection for GIS hall fire protection system shall be provided for all the GIS halls.

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

B.3.3 Oil evacuating, filtering, testing and filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Standard Specification and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class) as amended up to date available on CEA website.

B.3.4 Illumination

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

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

B.3.5 Control Room

For new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per requirements. Air conditioning

shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from control room for all the future bays also.

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

B.3.6 GIS hall

The Gas Insulated Switchgear (GIS) of each voltage level along with other associated equipment shall be housed inside **separate** GIS **Hall**. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels, panels for tele-communication system etc. are to be placed in a separate room in the GIS building. The size of the room shall be such that all the panels for the bays under present scope shall be accommodated. The panel room shall be air-conditioned. Further, the temperature of the room shall be monitored through substation automation system by providing necessary temperature transducers. Ventilation system of suitable capacity shall be provided for each GIS hall.

One EOT Crane of suitable capacity for erection and Maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room shall be provided in each GIS hall. The crane shall be capable of fulfilling all special requirements for erection and maintenance of GIS equipment. The capacity of the crane shall be sized to lift the heaviest GIS switchgear component.

For extension of existing GIS, existing facilities shall be suitably augmented/ extended for GIS equipment under present scope.

B.3.7 Control Concept

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

B.3.8 Visual monitoring system (VMS) for watch and ward of substation premises:

Visual monitoring system for effective watch and ward of substation premises shall cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high-definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the

cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

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

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

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

B.4 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2. However, for coastal/creek regions it shall be at least 900 g/m^2.

e) In Futu400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future Bay shall be designed considering the current rating of line bay i.e. 3150 A.

f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL.

g) All electrical equipment shall be installed above Highest Flood Level and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

h) As per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022/CEA Manual on Transmissions Planning criteria 2023, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 km. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

The communication requirement shall be in accordance to CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, CERC (Communication System for inter-State transmission of electricity) Regulations, 2017,CEA (Cyber Security in Power Sector) Guidelines, 2021 and CERC Guidelines on "Interface Requirements" 2024 all above documents as amended from time to time.

The complete ISTS communication system commissioned by TSP under the RFP shall be the asset of ISTS and shall be available for usage of ISTS requirements as suggested by CTU from time to time.

The communication services viz. SCADA, VoIP, PMU, AGC & AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.

PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs.

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

C.1.0 Establishment 3x500 MVA, 400/220 kV Velgaon Substation (GIS).

(I) TSP shall supply, install & commission One or more nos. of FODP (**168F** or higher) alongwith panel and required Approach Cable (24F) with all associated hardware fittings from gantry tower to Control Room for all the incoming lines envisaged under the present scope.

(II) TSP shall supply, install & commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum **Seven (7)** directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among **Velgaon GIS S/s**. The suitable DC Power Supply and backup to be provided for communication equipment.

(III) FODP & FOTE equipment with panels shall be provided in Control Room of **Velgaon GIS** S/s. FOTE & FODP Eq can be accommodated in seperate panel to optimize space.

(IV) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.

(V) TSP shall supply, install & commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.

(VI) The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMU, DCPS alongwith Battery Bank & Firewall shall be the responsibility of TSP.

C.2.0 LILO in Tarpur – Kudus II 400 kV D/c line.

(I) On LILO in Tarpur – Kudus II 400 kV D/c line, TSP shall supply, install & commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

(II) The TSP shall install this OPGW from gantry of **Velgaon GIS** up to the Lilo of **Tarpur-Kudus II** with all associated hardware including Vibration Dampers, mid-way & gantry Joint Boxes (called **OPGW Hardware** hereafter) and finally terminate in Joint Boxes at end Substations. The transmission line length is **60 kms** (approx.) where repeater is not required to meet link budget requirement of LILO in Tarpur – Kudus II 400 kV D/c line.

(III) Maintenance of OPGW Cable, & OPGW Hardware shall be the responsibility of TSP.

C.3.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install & commission required no. of Phasor Measurement Units (PMUs) PMUs at all the locations under the scope of TSP under this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (alongwith all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. The signal list shall be as per the Annexure-I Part-B of CERC Guidelines on "Interface Requirements" These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing

PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

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

Annexure-F.1

Next Generation Firewall (NGFW)

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

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

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

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

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

Annexure F.2

Specifications of Next Generation Firewall (NGFW)

1. NGFW shall have following features including but not limited to:
   Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) & Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) & Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.

2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP & UDP packets. It shall have the provision to define application control list based on application group and/or list.

3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching

4. Firewall shall have Management Console port to configure remotely.

5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.

7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux & Mac.

9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.

10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.

11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.

12. Firewall shall have the capability to configure sufficient number of VLANs.

13. Firewall shall have the capability to support sufficient number of sessions.

14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps.

15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security

16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.
17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
18. Shall support simultaneous operation with both IPv4 and IPv6 traffic

19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization

20. Firewall shall have the features of port as well as MAC based security

21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.

23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

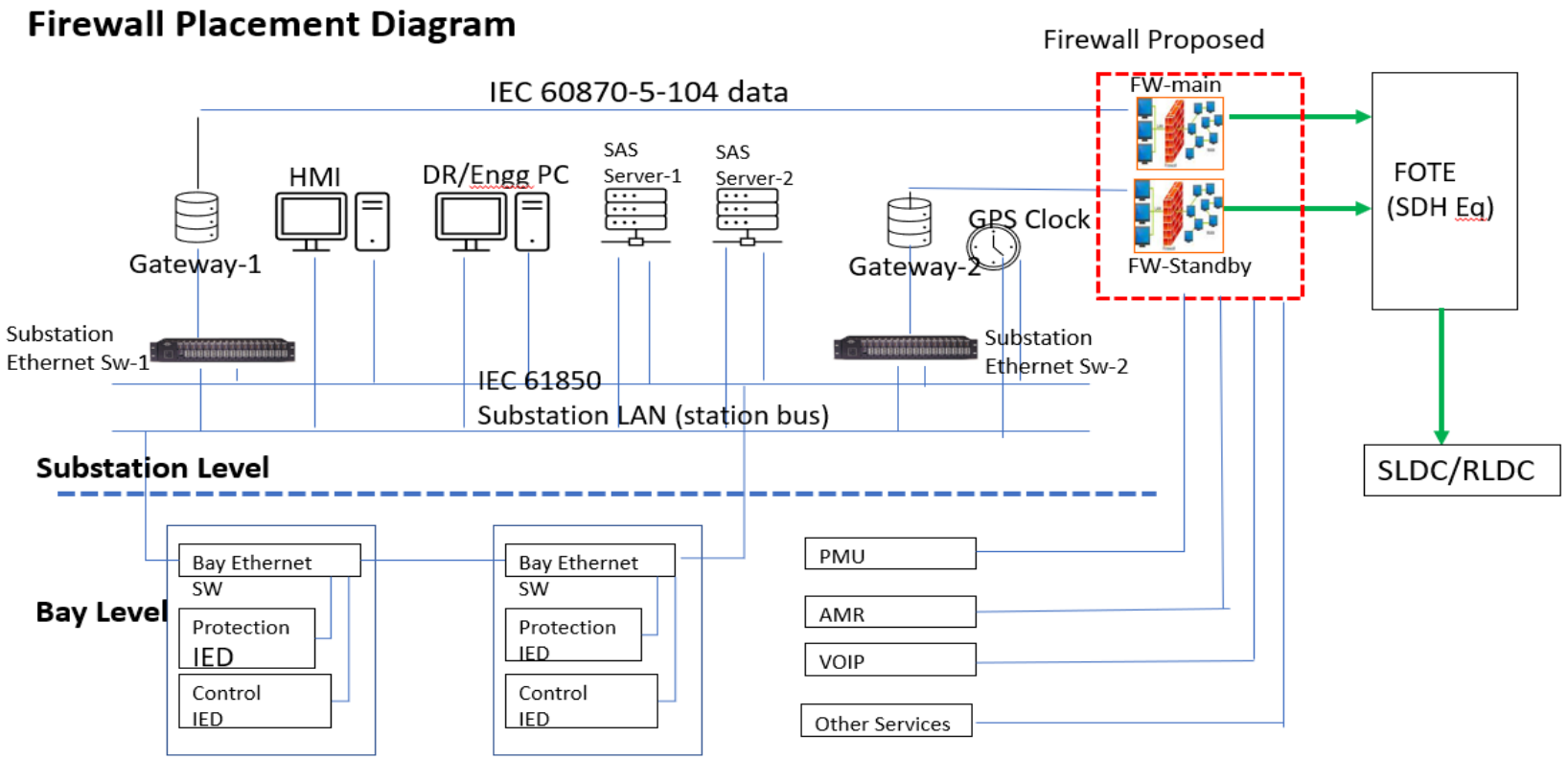

Firewall Placement Diagram
Firewall Proposed
IEC 60870-5-104 data
FW-main
FW-Standby
FOTE
(SDH Eq)
HMI
DR/Engg PC
SAS
Server-1
SAS
Server-2
GPS Clock
Gateway-1
Gateway-2
Substation
Ethernet Sw-1
Substation
Ethernet Sw-2
IEC 61850
Substation LAN (station bus)
Substation Level
SLDC/RLDC
Bay Ethernet
SW
Protection
IED
Control
IED
Bay Ethernet
SW
Protection
IED
Control
IED
Bay Level
PMU
AMR
VOIP
Other Services

Figure F.2

C.5.0 PLCC and PABX:

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

(i) Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.

(ii) At new substation, a telephone exchange (PABX) of 24 trunk lines and 12 subscribers shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (RLDC/SLDC) etc.

(iii) Coupling devices shall be suitable for phase to phase coupling for 400 kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.

(iv) The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

(v) The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.

(vi) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:

Sl. No	Line name	PLCC configuration
1	LILO in Tarpur-Kudus II 400kV D/c Line	1 set Analog PLCC alongwith 4 teleprotectction command interface module + 1 set Digital Protection Coupler for each circuit at both ends.

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

(vii) All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

(viii) 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each
new Substation with at least 10-hour battery backup and extended backup, if require

Frequently Asked Queries:

1.0 Transmission Line:

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

Reply: Shutdowns for crossing of existing transmission lines of POWERGRID/ STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP by the concerned owner of the lines as per their own terms and conditions.

1.2 We understand that the suggested swing angle criteria are applicable for Suspension Insulator in Suspension Tower. Further, you are requested to provide similar swing angle and clearance criteria for Pilot Insulator with Jumper and Jumper.

Reply: It is clarified that the swing angle criteria (as mentioned in RFP) for transmission lines is applicable for Suspension Insulator in Suspension Tower. Further, as per Clause 3.0 of Specific Technical Requirements for transmission lines, Transmission service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

1.3 We request you to kindly allow that use of diamond configuration at Power line crossings and the existing owner of the lines may be directed to allow the same for the successful bidders.

Reply: Power line crossing including Diamond configuration is responsibility of the TSP. The TSP shall formally submit the profile of the crossing section to the owner of the existing line suggesting proposed crossing alternatives. The crossing will have to be carried out as per approval of owner of the existing line.

1.4 It is requested you to kindly provide present status of Forest Clearances if any transmission line corridor area falling in wildlife forest / reserve forest/ mangroves.

Reply: Based on the preliminary route survey, the process of initiation of forest clearance for the forest stretches, if any, enroute the proposed line alignment will be initiated by way of writing letters to the concerned authority (ies).

However, it may be noted that it will be the responsibility of TSP for obtaining forest clearance for the forest stretches as provided in the survey report and also for any forest area encountered during detailed survey.

2.0 Substation

2.1 We understand that space for storage of O&M spare shall be provided by existing owner within the station boundary without any cost. Kindly confirm.

Reply: Space for storage of O&M spares shall be arranged by TSP on its own.

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

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

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

2.3 With reference to subject scheme of existing sub-station, we assumed following scope of work:

(a) We assumed internal road is available and need not to consider in the present scope of work.
(b) Drainage is available and need not to consider in the present scope of work.
(c) Cable trench extension in adjacent to Main cable trench only under present scope of work.
(d) Levelled area being provided by developer for bay extension.

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

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

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

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

Reply: It will be on chargeable basis.

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

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

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

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

2.8 It is understood that existing fire hydrant system shall be extended by the TSP for bay extension.

Reply: Existing fire hydrant system shall be extended from existing system (if required)

2.9 Please clarify that Status of land acquisition for Substations. Whether the lands have been acquired by BPC and will be transferred to TSP.

Reply: The acquisition of land for substation/bays is in the scope of TSP.

2.10 We understood that no any dedicated metering CT and CVT required for Line/feeders. Further, we understood that requisite Energy meters for various 765 kV, 400 kV and 220 kV Feeders shall be provided and installed by CTU free of cost to TSP.

Reply: Dedicated metering CT and CVT are not required for line/feeders. Metering core of existing CT/CVT can be used provided accuracy class is matching with metering requirement. Requisite Special Energy Meters shall be provided and installed by CTU in C&P panel subject to space availability, else, in separate metering panel (to be provided by TSP at its cost).

3.0 Communication

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

Reply: User shall be responsible for providing compatible equipment along with appropriate interface for uninterrupted communication with the concerned

control center and shall be responsible for successful integration with the communication system provided by CTU.
Communication systems comprising OPGW, FOTE, PMU etc. are required for grid operation through RLDC/SLDC, speech communication, tele-protection and tele-metering.

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

Reply: The space related issues are deliberated in the RFP itself. TSP to carry out survey of the existing substation for physical space requirement. In case space is not available in the existing substation then TSP shall accommodate the same in the respective bay SPR (Switchyard Panel Room)/Bay Kiosk/ Relay panel room in case of GIS s/s. Further, TSP to connect and integrate the proposed FOTE with the existing FOTE in the control room.
In Case 132 kV Substation TSP shall accommodate the said panels either by extension of existing control room or other arrangements.

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

Reply: In case LILO lines are on same towers (e.g. both Line in and Line Out portion are on same towers, generally done LILO of S/C lines), then 2x48F OPGW shall be required to install by TSP on both earthwire peak on 400 kV and 765 kV lines where two E/W peaks are available. On 220 kV and 132 kV lines where only one E/W peak is available TSP to install one No. 96F OPGW.

Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines), then 1x48F OPGW shall be required to install by TSP on one earthwire peak, on both Line In and Line Out portions of 400 kV and 765 kV lines. On 220 kV and 132 kV lines where only one E/W peak is available TSP to install one No. 48F OPGW in place of conventional earthwire.

3.4 How is the OPGW laying done in case Multi circuit Towers?

Reply: In case two different lines are using common multi circuit portion for some distance (originating from different stations, may be terminating on same or on different stations), two No. 48F OPGW to be installed on both E/W peaks for common M/C portion of 765 kV and 400 kV lines.

In case 220/132 kV lines using multi circuit portion where single E/W peak is available one No. 96F may be installed for common multi circuit portion.

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Amendment-I dated 03.04.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

Sl. No.	Clause No.	Existing Clause	New/Revised Clause
1.	Clause 1.6.1.1 of RFP	Establishment, operation and maintenance of the Project on build, own, operate and transfer basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning. Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond **3 Km** radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield Intermediate Substations in the scope of TSP shall not be beyond **10 Km** radius of the location proposed by the BPC in the Survey Report.	Establishment, operation and maintenance of the Project on build, own, operate and transfer basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning. Further, the actual location of Greenfield Substation (Switching Station or HVDC Terminal or Inverter Station) in the scope of TSP: • **For a Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by the BPC in their Survey Report.** • **For Load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.** • **For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.**
2.	Clause 5.1.4 (a) of TSA	acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond **3 Km** radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield Intermediate Substations in the scope of TSP	acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP: • **For a Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by the BPC in their Survey Report.**

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Amendment-I dated 03.04.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

Sl. No.	Clause No.	Existing Clause	New/Revised Clause
		shall not be beyond **10 Km** radius of the location proposed by the BPC in the Survey Report;	• **For Load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.** • **For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.**
3.	RFP, TSA and SPA	Name of the Project Specific SPV	All the reference to the name of the SPV may be read as "**VELGAON POWER TRANSMISSION LIMITED**".

Amendment-II dated 05.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

Sl. No.	Clause No.	Existing/New Clause	New/Revised Clause
1.	Clause A.6.0 RFP & TSA SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE	A) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing. B) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement. C) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement. D) For crossing of railway tracks, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.	**(A) Under crossing of the existing transmission line of same Voltage shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical Inspector, CEA with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violated.** **B)** For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing. **C)** For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement. **D)** For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement. **E)** For crossing of railway tracks, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.
2.	Clause A.24.0 RFP & TSA Specific Technical	**New Clause**	**The stringing of the transmission line in forest area shall be carried out through drone.**

Amendment-II dated 05.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing/New Clause</th><th>New/Revised Clause</th></tr>
<tr><td></td><td>Requirements for Transmission Line</td><td></td><td></td></tr>
<tr><td>3.</td><td>Clause A.25.0 RFP & TSA Specific Technical Requirements for Transmission Line</td><td>New Clause</td><td><u>RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.</u></td></tr>
<tr><td>4.</td><td>Annexure-8 & other applicable clauses of RFP & TSA</td><td>
<table>
<tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr>
<tr><td>Establishment of 3x500 MVA 400/220 kV ICT S/s (GIS)</td><td rowspan="6">18 MONTHS</td></tr>
<tr><td>400 kV LILO on Tarapur-Kudus II D/c line</td></tr>
<tr><td>220 kV LILO on Dahanu-Ghodbunder D/c line</td></tr>
<tr><td>220 kV LILO on Boisar-Borivali S/c line</td></tr>
<tr><td>220 kV LILO on Dahanu-Versova S/c line</td></tr>
<tr><td>220 kV LILO on Boisar-Versova S/ C line</td></tr>
</table>
</td><td>
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<tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr>
<tr><td>Establishment of 3x500 MVA, 400/220 kV ICT <u>velgaon</u> S/s (GIS)</td><td rowspan="6">18 MONTHS</td></tr>
<tr><td>400 kV LILO on Tarapur Kudus II D/c line <u>at velgaon GIS</u></td></tr>
<tr><td>220 kV LILO on Dahanu Ghodbunder D/c line <u>at velgaon GIS</u></td></tr>
<tr><td>220 kV LILO on Boisar Borivali S/c line <u>at velgaon GIS</u></td></tr>
<tr><td>220 kV LILO on Dahanu Versova S/c line <u>at velgaon GIS</u></td></tr>
<tr><td>220 kV LILO on Boisar Versova S/ C line at velgaon GIS</td></tr>
</table>
</td></tr>
<tr><td>5.</td><td>Clause B.3.1 of RFP & TSA</td><td>B.3.1 AC and DC power supplies: Page No. 146

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of 400/220 kV Transformer for</td><td>B.3.1 AC and DC power supplies: Page No. 146

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of 400/220 kV Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by <u>STU</u> at the cost of the TSP. Accounting of such</td></tr>
</table>

Amendment-II dated 05.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

Sl. No.	Clause No.	Existing/New Clause	New/Revised Clause
		drawing auxiliary supply at new substation. Such SEMs shall be provided by **CTU** at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting. Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 400/33 kV Transformer by local SEB/DISCOM for energy accounting.	energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting. Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 400/33 kV Transformer by local SEB/DISCOM for energy accounting.
6.	ARTICLE: 16 of TSA	ARTICLE: 16 Governing Law and Dispute Resolution 16.1 Governing Law - This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in **Delhi**.	ARTICLE: 16 Governing Law and Dispute Resolution 16.1 Governing Law - This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in **Maharashtra**.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

<table>
<tr><th>Sl. No</th><th>Name of the Document</th><th>Clause No. and Existing provision</th><th>Clarification required</th><th>Suggested text for the amendment</th><th>Rationale for the Clarification or Amendment</th><th>RECPDCL Reply</th></tr>
<tr>
<td>1</td>
<td>Scope of Transmission scheme, RFP</td>
<td>RFP document

Annexure-8 & other clauses

<table>
<tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr>
<tr><td>Establishment of 3x500 MVA 400/220 kV ICT S/s (GIS)</td><td rowspan="6">18 MONTHS</td></tr>
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<tr><td>220 kV LILO on Dahanu-Versova S/c line</td></tr>
<tr><td>220 kV LILO on Boisar-Versova S/ C line</td></tr>
</table>
</td>
<td>It is understood that the scope of work includes the establishment of a new GIS substation at Velgaon and the Loop-In Loop-Out (LILO) integration of 400kV and 220kV transmission lines. However, the specific location of the new substation and the exact substation termination location for the LILO lines are not clearly defined within the scope.</td>
<td>
<table>
<tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr>
<tr><td>Establishment of 3x500 MVA, 400/220 kV ICT velgaon S/s (GIS)</td><td rowspan="6">18 MONTHS</td></tr>
<tr><td>400 kV LILO on Tarapur Kudus II D/c line at velgaon GIS</td></tr>
<tr><td>220 kV LILO on Dahanu Ghodbunder D/c line at velgaon GIS</td></tr>
<tr><td>220 kV LILO on Boisar Borivali S/c line at velgaon GIS</td></tr>
<tr><td>220 kV LILO on Dahanu Versova S/c line at velgaon GIS</td></tr>
<tr><td>220 kV LILO on Boisar Versova S/ C line at velgaon GIS</td></tr>
</table>
</td>
<td>Bidder needs information for clarity and proper estimation.</td>
<td>The specific location of the new substation is to be finalized by the selected bidder within the prescribed radius and LILO integration of the 400 kV and 220 kV transmission lines is to be done at Velgaon GIS.

Further, please refer Amendment II dated 05.05.2025 in this regard.</td>
</tr>
<tr>
<td>2</td>
<td>Scope of Transmission Scheme, RFP</td>
<td>Survey Report</td>
<td>BPC is requested to confirm whether the said "Velgaon Substation" is classified as Greenfield</td>
<td></td>
<td>Bidder needs information for clarity and proper estimation.</td>
<td>The said Velgaon Sub-station is a Greenfield intermediate Sub-station.</td>
</tr>
</table>

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Coordinates of the proposed 400/220 kV Substation Velgaon Village: Kukade, Taluka: Palghar, District: Palghar, State: Maharashtra Corner | Easting | Northing | Latitude | Longitude Corner-1 | 272679.00 | 2190226.00 | 19°47'41.07"N | 72°49'48.25"E Corner-2 | 272712.00 | 2190437.00 | 19°47'47.95"N | 72°49'49.29"E Corner-3 | 273016.00 | 2190338.00 | 19°47'44.85"N | 72°49'59.78"E Corner-4 | 272949.00 | 2190156.00 | 19°47'38.91"N | 72°49'57.55"E **RFP Document** **Name of the Transmission Element** / **Scheduled COD** Establishment of 3x500 MVA 400/220 kV ICT S/s (GIS) / **18 MONTHS** 400 kV LILO on Tarapur-Kudus II D/c line 220 kV LILO on Dahanu-Ghodbunder D/c line 220 kV LILO on Boisar-Borivali S/c line 220 kV LILO on Dahanu-Versova S/c line 220 kV LILO on Boisar-Versova S/ C line	generation Pooling Substation/ Load serving station or Greenfield intermediate Substation.			
3	RFP	General	Please let us know the status of Regulatory Approvals for the project.		SPV Acquisition is linked to regulatory approval and it is very important to get the clearance before RFP Submission as this will impact the initiation of projects.	As per MERC MYT regulations 2019, (First Amendment) the threshold limit for a transmission project to be executed under TBCB is Rs. 500 Crore excluding land cost.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
						Accordingly, this project was approved by the Empowered Committee in its 6th Meeting dated 3rd January 2025 to be executed under the TBCB route. Further GoM Gazette Notification for executing this project under TBCB with appointment of RECPDCL as BPC is issued on 12-02-2025. Hence, no separate regulatory approval is required.
4	REQUEST FOR PROPOSAL NOTIFICATION	Clause No. 2. - **Page No. 3** Scheduled COD in months from Effective Date: 18 months	The project timeline of 18 months is not sufficient for completing the Project.	The suggested **Scheduled COD in months from Effective Date** to be 24 months.	Currently, the supply of ICT lead-time is a minimum of 15-18 months, considering the Project location in a heavy monsoon zone.	As per RFP. Any change will be informed through amendment.
5	RFP	Scope of work, page 3 of 163	For 400 kV GIS future bays, whether space provision need to be considered in the existing GIS hall of the present scope or only separate GIS building land provision to be considered for all 400		Required for correct estimation of scope of work	The space provision needs to be considered in the existing GIS hall.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			kV GIS future bays? Kindly confirm.			
6	RFP	Scope of work, page 3 of 163	For 220 kV GIS future bays, whether space provision needs to be considered in the existing GIS hall of present scope or only separate GIS building land provision to be considered for all 220 kV GIS future bays? Kindly confirm.		Required for correct estimation of scope of work	The space provision needs to be considered in the existing GIS hall.
7	RFP	Scope of work, page 3 of 163 and 137 of 163	For 220 kV GIS present scope, it is mentioned that a Double bus scheme to be considered. In the scope of work page 3 of 163 there is no mention of 220 kV Bus coupler mentioned in present scope. Also, there is mention of 220 kV Bus sectionalizer in present scope. In view of this, kindly confirm if 1 no. or 2 no. of Bus coupler bays to be considered in present scope.		Required for correct estimation of scope of work	In the scope of work the 220 kV bus configuration is considered as 2 main which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus coupler is a part of scope. In the space provision for Future Bus Sectionalizer one set of future bus sectionalizer for 400 kV and one set of future bus sectionalizer for 220 kV as mentioned in B.1.2(vii) at Page No. 137 is to be considered.
8	RFP	Scope of work, page 3 of 163 and 137 of 163	For 220 kV GIS future bays provision, in page 3 of 163 scope of work, it is		Required for correct estimation of scope of work	In the scope of work the 220 kV bus configuration is considered as 2 main

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			mentioned that 1 no. of 220 kV Bus sectionalizer to be considered. Kindly confirm if 1 no. of Bus sectionalizer or 2 no. of Bus sectionalizer to be considered as a part of future scope provision. Also, if only 1 no. of Bus sectionalizer to be considered pl confirm this bus sectionalizer to be considered on Main Bus 1 or Main Bus 2. Pl confirm			which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus coupler is a part of scope. In the space provision for Future Bus Sectionalizer one set of future bus sectionalizer for 400 kV and one set of future bus sectionalizer for 220 kV as mentioned in B.1.2(vii) at Page No. 137 is to be considered.
9	RFP	Scope of work, page 3 of 163 and 137 of 163	For 220 kV GIS future scope provision, it is mentioned that Double bus scheme to be considered. In the scope of work page 3 of 163 there is no mention of 220 kV Bus coupler mentioned in future scope. Also, there is mention of 220 kV Bus sectionalizer in future scope. In view of this, kindly confirm if 1 no. or 2 no. of Bus coupler to be considered in future scope provision.		Required for correct estimation of scope of work	In the scope of work the 220 kV bus configuration is considered as 2 main which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus coupler is a part of scope. In the space provision for Future Bus Sectionalizer one set of future bus sectionalizer for 400 kV and one set of future bus sectionalizer for 220 kV as mentioned in B.1.2(vii) at Page No. 137 is to be considered.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
10	RFP	Scope of work, page 3 of 163 and 137 of 163	For 400 kV GIS future bays, it is mentioned that 2 no. of dia to be considered whereas in same table of Bay configuration in bracket it is mentioned as (one) dia to be considered. We have considered 2 no. of dia for future 400 kV GIS space provision. Kindly confirm.		Required for correct estimation of scope of work	For 400 kV GIS future bays 2 Nos is to be considered and number given in the bracket should be read as "2 (two)" instead of "2 (one)"
11	RFP	Scope of work, page 3 of 163 and 137 of 163	For 400 kV GIS future bays, it is mentioned 1 set = 2 no. of Bus sectionalizer, to be considered on page 137 of 163 whereas in scope of work page 3 there is no bus sectionalizer in 400 kV GIS future bays. We have not considered any Bus sectionalizer for 400 kV GIS future bays provision. Kindly confirm.		Required for correct estimation of scope of work	As mentioned at page 137 of 163 For 400 kV GIS future bays, one set of future of Bus sectionalizer is to be considered as part of scope of work.
12	RFP	Clause 3. The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project	1) Bidder shall follow CEA guidelines for electrical plants & lines, CEA specifications for transformer and reactor. However, which guidelines / orders / codes of state		Required for correct estimation of scope of work	The bidder has to comply with all the applicable rules and regulations. No change required in RFP.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		shall be in accordance with the provisions of the Transmission Service Agreement and applicable Rules/ Regulations, Orders, Codes and Guidelines issued by the State Government and State Commission and other relevant Orders, Rules/ Regulations of Central Government and Central Commission, as applicable.	government or state commission are applicable for this project? 2) Further in case of conflict between provisions of state and central authority guidelines, which one shall be followed by bidder.			
13	RFP page no.4	Clause no.4 Transmission License - The TSP shall obtain the transmission licence from the state commission	How much will be Time Duration for the submission of licence.		Need sufficient time to obtain the licence.	As per clause 3.1.3 of the TSA the TSP within five working days from the date of acquisition of SPV has to apply to the State Commission for the grant of Transmission License. Hence the responsibility of obtaining the transmission license is with TSP.
14	RFP	Section-1, Clause 1.2 Establishment of 3x500 MVA, 400/220 kV ICT S/ s	There are too many existing transmission lines near the BPC proposed substation location and its		Bidder needs the information for proper estimation	TSP shall be responsible for rerouting in the existing transmission line subject to prior approval

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		(GIS)	shall be difficult to maintain the safe electrical clearances in some cases. In view of the same, in some cases rerouting of existing lines may be required, hence, BPC is requested to clarify who shall be responsible for any rerouting or modifications in the existing transmission line?			from existing transmission licensee and STU.
15	RFP	Section 1, Clause 1.2 400 kV LILO on Tarapur-Kudus II D/c line 220 kV LILO on Dahanu-Ghodbunder D/c line	BPC is requested to clarify that whether the TSP can use Monopole/ Multi-circuit for the proposed LILO lines?		Bidder needs the information for a proper estimation	It is up to the discretion of the TSP as per applicable Rules and Regulations
16	RFP page no.3 RFP Section 1, Page no17	Clause no.2 Schedule COD in months from effective date- 18 months Page no 17 - Clause no 1.2	Effective date- PO date or Site handover date? 18 Months including Monsoon or Excluding?	The effective date should be the date of handing over the site, and it should exclude monsoon.	Work execution is not possible during monsoon	Effective date is clearly defined in clause 2.1 of the TSA. Completion period is including monsoon.
17	RFP	Clause 1.2, 400 kV LILO on Tarapur - Kudus II D/C line	BPC is requested to confirm the following: 1. Whether the lines are commissioned or under construction?		Bidder needs information for a proper estimation.	It is the existing 400 kV transmission line from Tarapur to Padhge, MSETCL

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			2. Who is the owner of the mentioned transmission line? 3. Availability of OPGW in transmission line. Make and model of FOTE equipment.			Owner - Power Grid is the owner to Tarapur Padhge Line. It is proposed to terminate 400 kV Tararpur Padhge line at Kudus by MSETCL The details of OPGW availability and FOTE equipment are enclosed at **Annexure A**.
18	RFP	Clause 1.2, 220 kV LILO on Dahanu - Ghodbunder D/C line	BPC is requested to confirm the following: 1. Whether the lines are commissioned or under construction? 2. Who is the owner of the mentioned transmission line? 3. Availability of OPGW in transmission line. Make and model of FOTE equipment.		Bidder needs information for proper estimation.	It is the existing line of AEML-T. The details of OPGW availability and FOTE equipment are enclosed at **Annexure A**.
19	RFP	Clause 1.2, 220 kV LILO on Boisar - Borivali S/C line	BPC is requested to confirm the following: 1. Whether the lines are commissioned or under construction? 2. Who is the owner of the mentioned transmission line?		Bidder needs the information for proper estimation	It is the existing line of MSETCL The details of OPGW availability and FOTE equipment are enclosed at **Annexure A**.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			3. Availability of OPGW in transmission line. Make and model of FOTE equipment.			
20	RFP	Clause 1.2, 220 kV LILO on Dahanu - Versova S/C line	BPC is requested to confirm the following: 1. Whether the lines are commissioned or under construction? 2. Who is the owner of the mentioned transmission line? 3. Availability of OPGW in transmission line. Make and model of FOTE equipment.		Bidder needs the information for proper estimation	It is the existing line of AEML-T The details of OPGW availability and FOTE equipment are enclosed at **Annexure A**.
21	RFP	Clause 1.2, 220 kV LILO on Boisar - Versova S/C line	BPC is requested to confirm the following: 1. Whether the lines are commissioned or under construction? 2. Who is the owner of the mentioned transmission line? 3. Availability of OPGW in transmission line. Make and model of FOTE equipment.		Bidder needs the information for proper estimation	It is the existing line of AEML-T The details of OPGW availability and FOTE equipment are enclosed at **Annexure A**.
22	RFP	Scope of work - 125 MVAr Bus Reactor at 400 kV level – 1 No.	Our understanding is bidder shall consider 125 MVAr bus reactor at 400kV		Required for correct estimation of scope of work	Bidder's understanding is generally in order.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			along with 400kV bay both to be procured as per this RFP requirement. Please confirm			
23	RFP	Location of the Velgaon substation	As discussed during pre-bid meeting, for the placement of Velgaon intermediate substation, bidder is free to choose location within 10km radius with respect to BPC location. Hope our understanding is correct.		Required for correct estimation of scope of work	The bidder is free to choose the location within a 10 km radius with respect to the BPC location.
24	RFP	Scope of work	Since all 400kV & 220kV lines are LILO of existing lines, there is no requirement of any bay related work at existing substations. Please confirm.		Required for correct estimation of scope of work	There is no requirement of any bay related work at existing substations.
25	Annexure -C Technical Specifications of Transmission System.	Clause No A.8.0 **Page No-130.** **ACSR Conductor specified** **Zebra: Stranding** 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm2 diameter, 528.5 mm2 Aluminum area, Maximum DC Resistance at 20°C (Ω/km): 0.05552	ACSR Conductor is specified as "**Zebra**" in the table.	Moose, Quad ***(Should be Matching with Exisiting Tarapur – Kudus 400 kV DC lines)***	Need to be correct to "**Moose"**	The conductor specification shall remain the same as per the existing line. The details of conductors in existing lines are enclosed at **Annexure A**.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Minimum UTS: 161.20 kN.				
26	RFP	Annexure C SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES ClauseA8.0 – The relevant conductor configuration shall be as follows: - i. LILO in Tarapur – Kudus-II 400 kV D/c line Type of conductor: Moose, Quad (Should be Matching with Exisiting Tarapur – Kudus 400 kV DC lines)	Type of Conductor specified in RfP for LILO in Tarapur – Kudus-II 400 kV D/c line is ACSR Moose, however in Table of Basic Parameters ACSR Conductor specified is Zebra. BPC may clarify.		The bidder can provide the realistic tariff bid as per standard Tower design practice	The conductor specification shall remain the same as per the existing line. The details of conductors in existing lines are enclosed at **Annexure A**.
27	RFP	ClauseA9.0 – The required phase-to-phase spacing and horizontal spacing for 400 kV and 220 kV line shall be governed by the tower design as well as minimum live metal clearances for each voltage level respectively, under different insulator swing angles. All electrical	As per Clause 7.3.2 of IS 5613 (Part2/Section1): 1985 (Reaffirmed: 2002), Minimum Vertical Electrical Clearance Between Conductors has been specified as 4.9m for 220kV. BPC may clarify.		The bidder can provide the realistic tariff bid as per standard Tower design practice.	As per RFP document. No change is envisaged.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613. However, the phase to phase spacing for 400 kV and 220 kV line shall not be less than 8 m and 5m respectively.				
28	RFP	ClauseA13.0 – In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of Galvanized Stranded Steel (GSS) or	For 400kV lines having two earth wire peaks, requirement of OPGW & earth wire (GSS or AACSR) has been specified, however for 220kV lines having single peak no such requirement is mentioned.		The bidder can provide the realistic tariff bid as per standard Tower design practice.	For 220 kV lines single peak earth wire shall be OPGW.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.	BPC may clarify.			
29	RFP	Bay configuration at Velgaon GIS SS Cl B.1.2 Switching Scheme ix)	BPC to clarify the 220kV Bay distribution present + future wrt to Bus sectionalizer Bay for better clarity.			In the scope of work the 220 kV bus configuration is considered as 2 main which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus coupler is a part of scope. In the space provision for Future Bus Sectionalizer one set of future bus sectionalizer for 400 kV and one set of future bus sectionalizer for 220 kV as mentioned in B.1.2(vii) at Page No. 137 is to be considered.
30	RFP document clause no. B.1.2 of Specific	B.1.2 Switching Scheme The switching schemes, as mentioned below, shall be adopted	1) As per the scope of Transmission element mentioned in clause no. 2 table sl. No. 1, it is understood that the 03 (three) nos. of 220kV GIS		Bidder needs information for proper estimation	In the scope of work the 220 kV bus configuration is considered as 2 main which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
	Technical Requirements for Substation	at various voltage levels of substation/switchyard: <table><tr><td>Substation</td><td>400 kV side</td><td>220 kV side</td></tr><tr><td>400/220 kV Velgaon S/s (GIS)</td><td>One and Half Breaker</td><td>Double Main Scheme</td></tr></table> Notes: - .. *vii)* Space Provision for Future Bus sectionalizer: One (1) set of future bus sectionalizer for 400 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses. . . . *ix)* 400/220 kV Velgaon S/s (GIS)	ICT Bays, 10 numbers of line bays and 01 Set of Bus sectionalizer (i.e. 2 Nos. of bays) bay are to be constructed at Velgaon GIS s/s under present scope of work. 2) As 220kV GIS is Double Main Scheme and 01 no of Bus sectionalizer under present scope of work, following bays shall be additionally required for proper operation of 220kV GIS at Velgaon GIS S/s: a) We understand that One no. of 220kV bus sectionalizer mentioned in the clause-2 table Sl no 1 is meant for 2 nos. of 220kV bus section bays as mentioned at Note (vii) under clause no. B.1.2 of RfP document. b) 02 nos. of 220kV GIS Bus Coupler bays shall be constructed under present scope of work (one Bus coupler bay for each 220kV GIS Busbar section-I & II) c) Additional space for one number of 220kV bus Coupler in future section also to be kept.			coupler is a part of scope. In the space provision for Future Bus Sectionalizer one set of future bus sectionalizer for 400 kV and one set of future bus sectionalizer for 220 kV as mentioned in B.1.2(vii) at Page No. 137 is to be considered.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		. . Configuration / Numbers ICT (220 kV side of 400/220 kV ICT) — 3 (four) 220 kV Bus Sectionaliser Bay — 1 (one) 220 kV line bays — 10 (ten) Space for Future ICT* (220kV side of 400/220kV ICT) — 1 (one) Space for 220 kV Bus Sectionaliser Bay — 1 (one) Space for Future 220 kV line bays * — 4 (four) * Space provision to be kept for future Line bays and future ICT bays along with line side equipment (such as LA, CVT, Wave Trap), gantry, protection panel etc.	Kindly confirm.			
31	RFP document clause no. 2 for scope of Transmission element & B.1.2 of Specific Technical Requirement	**Clause no. 2**	Since, two sets of Bus-Sectionalisers are considered at 220kV voltage level (present + Future), accordingly please inform distribution of Bays on 220kV Bus Section-		Bidder needs information for proper estimation	In the scope of work the 220 kV bus configuration is considered as 2 main which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus coupler is a part of scope.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

<table>
<tr><th>Sl. No</th><th>Name of the Document</th><th>Clause No. and Existing provision</th><th>Clarification required</th><th>Suggested text for the amendment</th><th>Rationale for the Clarification or Amendment</th><th>RECPDCL Reply</th></tr>
<tr>
<td></td>
<td>s for Substation</td>
<td>
<table>
<tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1.</td><td>Establishment of 3x500 MVA, 400/220 kV ICT S/s (GIS)
• 400/220 kV, 500 MVA ICT – 3 Nos.
• 400 kV ICT bays – 3 Nos.
• 400 kV Line bays – 4 Nos.
• 220 kV ICT bays – 3 Nos.
• 220 kV line bays- 10 Nos
• 125 MVAr Bus Reactor at 400 kV level – 1 No.
• 220 kV Bus Sectionaliser bay -01 No.
Space For Future Scope:
• 1x500MVA ,</td><td>18 months</td></tr>
</table>
</td>
<td>I, Bus Section-II under present scope and Bus-Section-III under future scope.</td>
<td></td>
<td></td>
<td>In the space provision for Future Bus Sectionalizer one set of future bus sectionalizer for 400 kV and one set of future bus sectionalizer for 220 kV as mentioned in B.1.2(vii) at Page No. 137 is to be considered.</td>
</tr>
</table>

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		400/220kV ICT • 400 kV Line bays for connectivity with Boisar – II (PG) -02 Nos. • 220 kV Line bays – 04 nos. • 400kV ICT bay- 1 No. • 220kV ICT bay – 1 No • 220 kV Bus Sectionaliser bay -01 No				
32	RfP document clause no. B.2.0 of Specific Technical Requirements for Substation	B.2.0 Substation Equipment and facilities (Voltage level as applicable): The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.	Please inform bay rating for 220kV Bus Coupler Bay and Bus Sectionaliser Bays	B.2.0 Substation Equipment and facilities (Voltage level as applicable): The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.	Bidder needs information for proper estimation	The rating of Bus Coupler Bay and Bus Sectionaliser Bays shall be equivalent to rating of Bus.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Sl. No / **Description of bay** / **400/220 kV Velgaon S/s (GIS)** — **400 kV** / **220 kV** 1. Bus Bar — 400 0 A — 300 0A 2. Line bay — 315 0 A — 160 0A 4. ICT bay — 315 0 A — N/A 5. Reactor bay — 315 0 A — N/A		**Sl. No** / **Description of bay** / **400/220kV Velgaon S/s (GIS)** — **400 kV** / **220 kV** 1. Bus Bar — 4000 A — 300 0A 2. Line bay — 3150 A — 160 0A 4. ICT bay — NA — 300 0 A 5. Reactor bay — NA — 300 0 A		
33	Annexure -C SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION	**Clause no B.2.3 Velgaon 400 kV and 220kV GIS Substation equipment Page No-140** UHF sensors in GIS for PD (Partial Discharge) detection	The Portable PD (Partial Discharge) detection-measuring instrument for detection of Partial discharge to be provided of Type "Online" for Continuous Monitoring OR of Type "Offline" for as & when required as per diagnostic Testing schedule.			The PD shall be the "Online" type for continuous monitoring.
34	RfP document clause no. B.2.4 d) of Specific	B.2.4 Protection Relaying and Control System ----- -----	As per general practice used for Bus bar protection scheme, the requirement of different make for Main-I & Main-II bus bar	B.2.4 Protection Relaying and Control System ----- -----	Bidder needs information for proper estimation	As per RFP. No change is envisaged.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
	Technical Requirements for Substation	d) Bus bar Protection The high-speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220kV. Duplicated bus bar protection of different make shall be envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input /output modules for future bays shall also be provided.	protection is not mandatory. Both Main-I & Main-II relays used for Bus bar protection scheme can be of same make. Kindly confirm our understanding.	d) Bus bar Protection The high-speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220kV. Duplicated bus bar protection ~~of different make~~ shall be envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security.		

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
				The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays shall also be provided.		
35	RfP document clause no. B.2.4 (a) of Specific Technical Requirements for Substation	a) Transmission Lines Protection 400 kV lines shall have Main-I numerical five zone distance protection scheme with carrier aided inter-tripping feature. 400 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware and manufacturing platform or different principle of operation. However, Line Current Differential relay (with back up distance	1) Please inform Protection Philosophy for 220kV Transmission lines envisaged under the present scope 2) Considering, loop in loop out of 400kV and 220kV transmission lines is envisaged under the present scope, please share existing protection scheme & transmission line lengths for following existing transmission lines: • 400 kV Tarapur-Kudus II D/C line • 220 kV Dahanu-Ghodbunder D/C line • 220 kV Boisar-Borivali S/C line • 220 kV Dahanu-Versova S/C line		Bidder needs information for proper estimation	The existing protection scheme details and transmission line lengths for existing lines are enclosed at **Annexure A**.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		protection feature) as Main– I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner. In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.	220 kV Boisar-Versova S/C line			
36	RfP document clause no. B.3.1 (i) of Specific Technical Requirements for Substation	B.3.1 AC and DC power supplies for catering the requirements of three-phase and single-phase AC supply and DC supply for various substation equipment (for present and future scope), the following	As per general practice & load requirements, LT Transformer of 630 kVA rating shall be sufficient for 400/220 kV type GIS substation. Kindly confirm our understanding.	B.3.1 AC and DC power supplies For catering the requirements of three phase and single phase AC supply and DC supply for various substation	Bidder needs information for proper estimation	LT Transformer of 630 kVA can be considered.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		arrangement is envisaged:- (i) For LT Supply at each new Substation, two (2) Nos. of LT Transformers (minimum 800 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.		equipment (for present and future scope), the following arrangement is envisaged:- (i) For LT Supply at each new Substation, two (2) Nos. of LT Transformers (minimum 630 kVA for substations with highest voltage rating as 400 kV) shall be provided, which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.		
37	Annexure -C SPECIFIC TECHNICAL REQUIREMEN	**C.5.0 PLCC and PABX:** (v) The carrier terminals shall be of single side-	Being LILO Lines, the PLCC Carrier terminals and Protection couplers shall be required at 400 kV & 220kV lines at 400/220			Required only at 400/220 KV Velgaon sub-station end.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
	TS FOR SUBSTATION	band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.	KV Velgaon Substation end only. Pl specify.			
38	Annexure -C SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION	**B.3.1 AC and DC power supplies: Page No. 146** Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of 400/220 kV Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting. Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 400/33 kV	The SEMs shall be provided by **STU or CTU** at the cost of the TSP. **Please specify.**			Please refer **Amendment II dated 05.05.2025** in this regard.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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<tr><td></td><td></td><td>Transformer by local SEB/DISCOM for energy accounting.</td><td></td><td></td><td></td><td></td></tr>
<tr><td>39</td><td>RfP document clause no. C.5.0 (vi) of Specific Technical Requirements for Substation</td><td>(vi) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:
<table>
<tr><th>Sl. No</th><th>Line name</th><th>PLCC configuration</th></tr>
<tr><td>1</td><td>LILO in Tarpur-Kudus II 400kV D/c Line</td><td>1 set Analog PLCC alongwith 4 teleprotectction command interface module + 1 set Digital Protection Coupler for each circuit at both ends.</td></tr>
</table></td><td>1) We understand PLCC equipment for following 220kV lines is not under present scope of TSP. Only associated CVT and Wave trap for all 220 kV line bays is under present scope of TSP:
□ 220 kV Dahanu-Ghodbunder D/C line
□ 220 kV Boisar-Borivali S/C line
□ 220 kV Dahanu-Versova S/C line
□ 220 kV Boisar-Versova S/C line
Please confirm our understanding.
2) We understand, that only PLCC equipment for Velgaon end of following 400kV transmission lines after LILO of Tarpur-Kudus II 400kV D/c Line is in the scope of TSP :
□ Velgaon -Kudus II 400kV D/c Line
□ Tarapur-Velgaon 400kV D/c Line
However, matching PLCC equipment at Tarapur</td><td></td><td>Bidder needs information for proper estimation</td><td>The PLCC equipment for all 220 kV and 400 kV lines at Velgaon end including associated CVT and waver trap is included in scope of work. At Velgaon end, TSP shall be responsible for matching the specifications of PLCC with existing sub-stations.</td></tr>
</table>

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			and Kudus II end shall be in the scope of respective bay owner. Further, any dismantling & commissioning works at remote ends of transmission lines is also excluded from present scope of TSP. Please confirm our understanding.			
40	RFP	Technical specifications for transmission lines - For all LILO lines, conductor should be Matching with Exisiting 400/220 kV Line	1) BPC should specify ampacity requirement for conductor and bidder shall be free to choose type of conductor meeting the ampacity requirement. 2) If matching is required then details of existing line conductor shall be clearly mentioned in RFP. 3) Majority of lines in MMR region are XLPE underground cables which are operationally working fine. In case of ROW issue, whether bidder can use XLPE cable instead of overhead line matching with ampacity requirement of lines. This will help avoiding delays in		Required for correct estimation of scope of work	1) The ampacity of the conductor shall match with the existing line conductor. 2) The ampacity of existing conductors is enclosed at **Annexure A.** The orientation of the Grid lines shall be overhead.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			execution of project on account of ROW issues which will be beneficial for all stakeholders. Please confirm.			
41	RFP	Technical specifications for substations - Space provision for 400 kV future lines shall be kept considering switchable Line reactor for the lines.	Since future 400kV line bays are allocated for Velgaon - Boisar II PG D/C line which is not having long enough length to require line reactor. Hence for these future line bays, provision for SLR is not required. Please confirm our understanding.		Required for correct estimation of scope of work	Provision is kept for future lines and bays and it is not specific for any line.
42	RFP	Technical specifications for substations - Caluse ix) Bay configuration for 400kV: Space for Future ICT* - Tie-Future Line* - 02 nos	As per scope of work, future 400kV ICT requirement is only 01 no hence space shall be provided for only 01 future ICT. However, the future ICT bay requirement conflicts the scope provision. Please confirm exact requirement		Required for correct estimation of scope of work	Considering future 2 number of 400 kV line bays. It is a combo bay for future ICT and future line bays and hence it is mentioned as 2 number.
43	RFP	Technical specifications for substations - Caluse x) Bay configuration for 220kV	Bidder is free to choose any bay placement at any side of bus sectionalizer since bus section wise placements of bays are not provided for 220kV		Required for correct estimation of scope of work	In the scope of work the 220 kV bus configuration is considered as 2 main which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			system. Please confirm our understanding.			coupler is a part of scope. In the space provision for Future Bus Sectionalizer one set of future bus sectionalizer for 400 kV and one set of future bus sectionalizer for 220 kV as mentioned in B.1.2(vii) at Page No. 137 is to be considered.
44	RFP	The bus bar modules including auxiliary bus modules (wherever applicable) shall be provided with suitable End Piece (Interface) module on both sides with the test link facility for future extension as per provisions of future requirements.	The provisions given for future bay requirements can be met with end piece module on one side of GIS and both side future expansion is not required as per the future bay requirements. Furthermore, the number of bays is also less in the future requirement, hence both sides expansion is technically not required. Since there is conflict between both the clauses, we are following as per future bay requirement on one side of GIS for both		Required for correct estimation of scope of work	As per RFP. No change is envisaged.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			400kV & 220kV. Please confirm our understanding			
45	RFP	Technical specifications for substations	For ICTs, there are two designs given in CEA viz. constant percentage impedance & constant ohmic impedance. Since no specific requirement is given in RFP, we assume that bidder is free to choose any of these designs for ICTs. Please confirm.		Required for correct estimation of scope of work	Bidder is free to choose any of these designs for ICTs.
46	RFP	The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be	(i)Please share details of existing central UNMS for integrating the supplied FOTE. We understand that connectivity from existing equipment to the central UNMS would be provisioned by PGCIL and respective State Power Transmission Company limited, please confirm		Required for correct estimation of scope of work	The details of existing central UNMS is enclosed at **Annexure A.**

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.				
47	RFP	TSP shall supply, install & commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum Seven (7) directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among Velgaon GIS S/s.	Please share the below details: (i) We understand, OPGW length of proposed LILO section of 400kV KudusII-Tarapur at velgaon is 60km, please share OPGW length from LILO point to Tarapur and LILO point to Kudus-II (ii) For 220kV lines LILO, there is no clarity on OPGW and line length. Kindly share OPGW lengths from LILO point to Velgaon and from LILO points to respective ends. (iii) Kindly share details of existing FOTE at 400kV Kudus-II, 400kV Tarapur, 220kV Borivali, 220kV Boisar, 220kV Ghodbunder, 220kV Versova, 220kV Dahanu.		Required for the correct estimation of the scope of work	LILO length provided is tentative. FOTE details are enclosed at **Annexure A.**

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
48	RFP	PLCC and EPAX requirement	We understand that PLCC (1 Analog+1 set of 4 command coupler) +DTPC is to be considered for LILO of D/C 400kV Tarapur-Kudus-II. Please share details of existing PLCC of D/C 400kV Kudus-II-Tarapur line. Please confirm if PLCC (1 Analog+Speech+Coupler) is to be considered for LILO of 220kV Lines at Velgaon S/S. Please share details of the existing PLCCs at 220kV Borivali, 220kV Boisar, 220kV Ghodbunder, 220kV Versova, 220kV Dahanu.		Required for correct estimation of scope of work	The details of PLCC are enclosed at **Annexure A**.
49	RFP	The communication services viz. SCADA, VoIP, PMU, AGC & AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup	We understand connectivity of SCADA, AGC (wherever applicable), VoIP, AMR and PMU will be provisioned from existing FOTE network by PGCIL or respective state power transmission company limited. Please confirm		Required for correct estimation of scope of work	TSP has to make provision upto the LILO point. Beyond LILO point it will be under existing FOTE network.

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		Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation. PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.				
50	RFP	General	Monopole to be specified for all bidders, considering the tough terrain and RoW constraints		Required for the correct estimation of the scope of work	It is up to the discretion of the bidders to use Monopole/Multi-circuit for the proposed LILO lines.
51	RFP	In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.	We understand that below are the Remote Stations for the Velgaon Project:- 1) 400KV Tarapur 2) 400KV Kudos 3) 220KV Dahanu 4) 220KV Ghodbunder 5) 220KV Boisar 6) 220KV Borivali		Required for correct estimation of scope of work	These details shall be provided to the successful bidder after execution of TSA.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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			7) 220KV Dahanu 8)220KV Versova Request you to provide below details for above Stations:- 1) Name of the Utility of Stations mentioned above 2) Automation Philosophy and Architecture 3) Details of Existing SAS with OEM & Version Details			
52	RFP	Necessary gateway and modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement and shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre.	We understand the RLDC/SLDC is located at Kalwa (Main SLDC) and Ambazari, Nagpur (Backup SLDC), and SCADA Datapoints to be sent to these SLDCs		Required for the correct estimation of the scope of work	Yes, the data points are to be sent to the Main SLDC at Kalwa and the ALDC at Ambazari.
53	RFP document	General	As per RFP, 24F OPGW will be used in, however as per CEA (Power Communication Development Division)		Required for correct estimation of scope of work	Shall be compatible with existing communication network.

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			letter no: CEA-PS-17-24/1/2024-PCD Division on Dated 22-11-2024, TSP will be the laying of at least 48F OPGW instead of 24F OPGW schemes. Kindly clarify			
54	RFP document	General	Please clarify whether shutdowns for LILO arrangement of existing transmission lines will be given to TSP on a chargeable basis or free of cost.		Required for the correct estimation of the scope of work	As per the prevalent practices in co-ordination with SLDC.
55	**RFP & TSA**	**Various Clauses, Schedules and Articles** **SCOD - 18 Months from effective date**	Please consider granting extension of SCOD from 18 months to at least 30 months	SCOD - 30 months from effective date	1) As per the minutes of the 28th National Committee on Transmission released on 21st March 2025, the persisting issue of high lead time in manufacturing of ICTs/reactors as well as GIS bay extensions was acknowledged and as a result, the timelines for constructing greenfield schemes	As per RFP. Any change will be informed through amendment.

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					as well as carrying out augmentation works of different kind at existing substations were increased by at least 3-6 months beyond their default timelines. 2) KVTL was the first intra - state transmission scheme to be commissioned under TBCB mode in Maharashtra. However, owing to various FM events, including delay in obtaining forest and wildlife clearances, the project took significantly higher time for commissioning than the stipulated SCOD timeline of 30 months.	

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					The subject transmission scheme is also in a similar geography as KVTL. Therefore, citing the above reasons, we submit that the SCOD timeline for the subject transmission scheme should be kept as 30 months from effective date.	
56	TSA	**BETWEEN THE …….. (LONG TERM TRANSMISSION SYSTEM USERS) AND …… [Insert name of the SPV]**	We request that the TSA shall be signed with the nodal agency i.e., Maharashtra STU.		Bidder needs information for proper estimation.	As per Competitive Bidding Guidelines, for intra-state transmission projects the TSA is signed by the Long Term Transmission System Users and not the STU. The TSA for project awarded under TBCB in Maharashtra was also executed by Long Term Transmission System Users.
57	**TSA**	**BETWEEN:**	Given the extensive list of Long-Term Transmission System users, it would be		To streamline the process and enhance efficiency	Provisions of RFP & TSA are amply clear and shall prevail.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		Persons whose names, addresses and other details are provided in Schedule 10 of this Agreement (collectively and individually referred to as the "Long Term Transmission System Users"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;	prudent to conduct the Transmission Service Agreement (TSA) with the 1st Lead LTTSU and the 2nd LTTSU.			
58	**Single stage Request for Proposal Document**	i) **RFP clause 1.6.1.1** ii) **Scope of transmission scheme** **Clause 2.1** Coordinates of the proposed 400/220 kV Substation Velgaon	Please specify the following: i) Entire scope of work, including establishing Velgaon GIS s/s and LILO of 6 transmission lines, is required to be executed only at Velgain GIS s/s. ii) Whether Velgaon GIS is a load serving substation or an		The latest Amendment the Standard Bidding Documents for procurement of Inter-State Transmission Services through Tariff Based Competitive Bidding (TBCB) process issued by the Ministry of Power on 27th	I. Yes, Entire scope of work, including establishing Velgaon GIS s/s and LILO of 6 transmission lines, is required to be executed only at Velgaon GIS s/s. II. Velgaon GIS is an intermediate SS, accordingly the radius is to be considered as 10 km.

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			intermediate substation? Accordingly, what radius to be followed by the TSP for finalizing a suitable location for the GIS s/s?		March 2025 states as follows: "Further, the actual location of Greenfield Substation (Switching Station or HVDC Terminal or Inverter Station) in the scope of TSP: i) Substation shall not be beyond Km radius of the location proposed by the BPC in their Survey Report. ii) For Load Serving Substation within the scope of TSP shall n be beyond 5 Km radius of the location proposed by the BPC in their Survey Report iii) For an intermediate Substation shall not be beyond 10 Km radius of the location proposed	

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					by the BPC in their Survey Report. Hence, the clarification is sought for the ease of preparing a robust techno-commercial proposal and execution of the subject transmission scheme. Such amendment will also encourage competition.	
59	**RFP**		Please specify the following: a) Will the supplementary guidelines for payment of compensation in regard to Right of Way (RoW) for transmission lines, issued by Ministry of Power, Government of India on 21st March 2025, be applicable to the subject Intra State transmission scheme?		Clarification sought for estimation purpose to enable preparation of a robust techno-commercial proposal and execution of the subject transmission scheme. Such amendment will also encourage competition.	The ROW provisions will be governed by prevailing Rules and Regulations in the state of Maharashtra.

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			Will the RoW width and Span in different terrain be applicable as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS- 14-86/2/2019-PSETD Division dated 24.09.2024?			
60	**TSA**	**Definition** "Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Long Term Transmission System User from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by	It is understood that the Contract Payment Guarantee (CPG) should be submitted by the Transmission Service Provider (TSP) in a ratio determined by the percentage share, computed based on the Allocated Transmission Capacity to the Long-Term Transmission Service Users (LTTSU) list, as detailed in Schedule 10 of the Transmission Service Agreement (TSA). Kindly confirm our understanding. Furthermore, it is recommended that the TSP consider submitting the CPG exclusively to the 1st LTTSU and 2nd			Provisions of RFP & TSA are amply clear and shall prevail.

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		the TSP under this Agreement;	LTTSU, rather than distributing it across all 14 LTTSUs listed in Schedule 10 of the TSA			
61	**TSA**	Lead Long Term Transmission System User…. Long Term Transmission System User……. Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 10 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution)	The Transmission Service Agreement (TSA) outlines the roles and responsibilities of Long Term Transmission System Users (LTTSUs) and the Lead Long Term Transmission System User (Lead LTTSU). The TSA does not explicitly differentiate between these terms in a way that designates the Lead LTTSU as the final nodal point for execution and communication. To ensure clarity and consistency, the 'Lead Long Term Transmission System Users' i.e., 1st LLTSU & 2nd LLTSU should be designated as the final nodal point for executing the TSA agreement and overseeing all related		To enhance operational clarity and streamline processes for all stakeholders	1. The List of Long-Term Transmission System Users and percentage share as mentioned in TSA are subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA. The names of the Long-Term Transmission System Users who shall be signatory to the TSA shall be duly intimated prior to signing of TSA. 2. A new Long-Term Transmission System Users shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		and Article 17 (representation and warranties of the Licensee)	communications, including but not limited to the submission of GANTT charts and CPG, issuance of Force Majeure and Change in Law Notices, as well as matters pertaining to Termination, Indemnity, and other necessary obligations.			Supplementary Agreement as annexed in Schedule 11 to the TSA. 3.The transmission charges will be shared and recovered amongst all Long-Term Transmission System Users as per the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as amended from time to time. Regulation 83 and Regulation 84 of the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 provides for "Determination of Intra-State Transmission Tariff" and "Sharing of Total Transmission System Cost by long-term Transmission System Users".

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
62	TSA	**TSA ARTICLE: 6** **Clause no. 6.1.1** The TSP shall give the RLDC(s), CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Long Term Transmission System User.	BPC is requested to clarify in case of preponement of COD, whether the agreement will be effective for a period of 35 years from the date of such COD, or will there be extra period that will be granted to TSP as an incentive for declaring the commissioning earlier than the SCOD?		Bidder needs the information for proper estimation.	As per TSA the term of the agreement is 35 years from the COD of the project.
63	RFP & TSA	**TSA: ARTICLE: 10** 10. BILLING AND PAYMENT OF TRANSMISSION CHARGES	We request BPC for addition of Payment Security Mechanism (PSM) and LC in the ongoing intra-state		Bidder needs information for proper estimation.	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission

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		PAYMENT SECURITY MECHANISM	transmission tender for the TBCB project. The request letter is attached as Annexure-I.			Charges on every Transmission System User (TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: *"The Commission directs the STU to submit the details of the schemes proposed under TBCB alongwith likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining years of*

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						the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.
64	**TSA**	1.3 SLDC Fee & Charges The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, shall be the responsibility of the TSP.	It is understood from MERC, MYT Regulations that SLDC charges & fee are to be payable by the LTTSUs and the TSP is not required to pay any fee & charges. In case of requirement of SLDC fee & charges, then kindly provided the SLDC fee & charges to be paid by TSP to SLDC.		For a realistic estimation of the tariff	Payment of SLDC fees and charges as per relevant Regulations of MERC if applicable for TSP shall be borne by TSP only.
65	TSA	TSA ARTICLE: 5, Clause no. 5.5.6 - For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this	We understand that of List of Element(s) along with the critical Element(s) are defined and provided in TSA and there will no separate list of		Bidder needs the information for proper estimation.	Yes, the list of Element(s) are provided in the TSA.

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		Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.	Elements(s) shall be provided.			
66	TSA	**As per the TSA, the counter signing authority is LTTCs**	As per MYT 2024 – "STU is responsible for raising transmission bills, collection and disbursement of transmission charges to InSTS transmission licensees." Therefore, we request that for TSA also, the counter signing authority should be STU to collect payments and disburse to the selected TSP.		Bidder needs information for proper estimation.	As per provisions of Competitive Bidding Guidelines, for Intra-State transmission projects the TSA is signed by the Long Term Transmission System Users.
67	RFP & TSA	Section-2, clause no. 2.6. Project Schedule Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project & TSA: Schedule-4 Computation of Transmission Charges	Please note that there are 6 nos. of Transmission elements in the subject project. We understand that all elements of the scheme are required to be commissioned simultaneously as their utilization is dependent on each other and hence considering the same percentage of quoted transmission charges are		Bidder needs the information for proper estimation	As per the provision of RFP documents, all the elements of the scheme are required to be commissioned simultaneously as their utilization is dependent on each other. However, for the purpose of calculation of Transmission Charges in case of any outage in

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			clubbed and mentioned as single percentage (100%) for all these elements. BPC will appreciate that during Operation of the of the asset, if any outages happen to any element/elements of said asset or any scenarios occurs which are illustrated in schedule-4 of TSA then it will be difficult to compute payment of Transmission Charges under various scenarios based on the availability of each element. In view of the above, BPC is requested to provide break-up of each element.			any of the element during operation stage, the percentage of computation of Transmission Charges under various scenarios will be intimated to successful bidder upon execution of TSA.
68		**Schedule 5: Quoted Transmission Charges** - Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project - 100%	The subject transmission scheme has 6 separate elements with connectivity from 7 different interconnection facilities. Hence, tariff segregation should be done considering that since the SCOD of the systems is dependent upon the	Tariff for each element can be segregated based on STU cost estimates for each element and their ratio with respect to the total estimated project cost.	The clarification is requested as it will be helpful for the TSP to recover transmission charges if any situation arises where only deemed COD can be granted to the elements owing to non-availability of	

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			commissioning of upstream / downstream networks (interconnection facilities), any impact of their non-availability will have significant monetary impacts to the TSP. Also, Clause 10.1 of Article 10 of the TSA states that the monthly **transmission charges** will be **paid to the TSP** from the date on which **an element achieves COD**. The extract is as follows: "Subject to provisions of this Article 10, **the Monthly Transmission Charges shall be paid to the TSP**, in Indian Rupees, **on monthly basis** as per the provisions of MERC MYT Regulations, **from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement,** unless terminated earlier and in		interconnection facilities or any other situation arising under Article 11 (Force Majeure) and Article 12 (Change in Law) of the TSA. Such amendment will also encourage competition. Further, as per Article 8, The Target Availability of each Element and the Project shall be 98%, and as the incentive to the TSP are linked with the aforementioned availability, hence tariff of each element should be segregated.	

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<tr><th>Sl. No</th><th>Name of the Document</th><th>Clause No. and Existing provision</th><th>Clarification required</th><th>Suggested text for the amendment</th><th>Rationale for the Clarification or Amendment</th><th>RECPDCL Reply</th></tr>
<tr><td></td><td></td><td></td><td>line with the provisions of Schedule 4 of this Agreement".</td><td></td><td></td><td></td></tr>
<tr><td>69</td><td>TSA</td><td>Schedule: 2
Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project.</td><td>We request you to kindly provide the tariff split for all the elements covered under the scope of work.</td><td></td><td>Bidder needs the information for proper estimation</td><td></td></tr>
<tr><td>70</td><td>ANNEXURE 8 - UNDERTAKING AND DETAILS OF EQUITY INVESTMENT</td><td>…. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:
<table><tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr><tr><td>Establishment of 3x500 MVA, 400/220 kV ICT</td><td rowspan="6">18 MONTHS</td></tr><tr><td>400 kV LILO on Tarapur- Kudus II D/c line</td></tr><tr><td>220 kV LILO on Dahanu-Ghodbunder D/c</td></tr><tr><td>220 kV LILO on Boisar- Borivali</td></tr><tr><td>220 kV LILO on Dahanu- Versova S/c line</td></tr><tr><td>220 kV LILO on Boisar- Versova</td></tr></table>……</td><td>Kindly provide the element wise break up for determining the transmission charges based on availability.</td><td></td><td>For clarity and determination of tariff during operation</td><td></td></tr>
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71	TSA	BETWEEN: Persons whose names, addresses and other details are provided in Schedule 10 of this Agreement (collectively and individually referred to as the "Long Term Transmission System Users"), which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) as Party of the one part.	Given the extensive list of Long-Term Transmission System users, it would be prudent to conduct the Transmission Service Agreement (TSA) with the 1st Lead LTTSU and the 2nd LTTSU.		To streamline the process and enhance efficiency.	1. The List of Long-Term Transmission System Users and percentage share as mentioned in TSA are subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA. The names of the Long-Term Transmission System Users who shall be signatory to the TSA shall be duly intimated prior to signing of TSA. 2. A new Long-Term Transmission System Users shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 12 to the TSA. 3.The transmission charges will be shared

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						and recovered amongst all Long-Term Transmission System Users as per the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as amended from time to time. Regulation 83 and Regulation 84 of the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 provides for "Determination of Intra-State Transmission Tariff" and "Sharing of Total Transmission System Cost by long-term Transmission System Users".
72	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.2 Calculation of Monthly Transmission Charges: The Monthly	As per Schedule 4 of TSA, calculation for Monthly Transmission charges including incentive or penalty has been illustrated. It is understood that clause 10.2 is the governing agreement regarding availability and		To assess the risk of the project.	Yes, clause 10.2 and schedule 4 are the governing provisions for availability and incentives.

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		Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.10.3 Rebate & Late Payment Surcharge: The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.	incentive. Kindly confirm the same. As per MERC (MYT Regulations), it is understood from the clause that the rebate is limited to only 1%. Kindly confirm the same.			The rebate shall be governed by the provisions of the MERC MYT Regulations
73	**RFP & TSA**	General	We request you to clarify whether there are any deviations/addition in the RFP/TSA documents from the Standard Bidding documents (SBD) and if any, whether approval for the same has been taken or not. Please provide the list of the same, if any.			The RFP/ TSA Documents are as per the Standard Bidding Documents (SBDs) and subsequent amendments issued by the Ministry of Power, GoI; however, wherever required, the provisions have been amended/ modified to align the same to meet the Intra State Rules and Regulations stipulated by the GoM and applicable to the Project.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
74	**RFP**	General	We request you to let us know the status of TSA signing.		SPV Acquisition is linked to TSA Signing and it is very important to get the clearance before RFP Submission as this will impact the initiation of projects	As per revised TBCB Guidelines and SBD issued by MOP, GoI, TSP on the date of acquisition of SPV from the BPC, will enter into a Transmission Service Agreement (TSA) with LTTSU for the project.
75	**RFP**	**Clause 1.6.2.1 (2):** To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the Government at least twenty (20) days prior to Bid Deadline.	It is requested you to kindly provide present status of process initiated by BPC with regard to section 68 approval.			The approval u/s 68 of Electricity Act will be shared with the successful bidder.
76	**RFP**	**Clause 1.6.2.1 (4):** To initiate process of seeking forest clearance, if required.	It is requested you to kindly provide present status of Forest Clearances if any transmission line corridor area falling in wildlife forest / reserve forest/ mangroves.			BPC will complete its responsibilities as listed in the RFP documents. Please also refer Clause 1.6 & 2.5.7 of the RFP document.
77	**RFP**	**Clause 1.6.2.2:** The details and documents as may be obtained by the BPC/ project specific SPV in	Please provide copy of all such document available with you from the State Government and/or			Pursuant to the selection of the TSP, the support will be provided on case-to-case basis, within applicable laws and regulatory framework.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		relation to the Project shall be handed over to the TSP on an as-is-where-is basis, so that it may take further actions to obtain Consents, Clearances and Permits	Ministry of Power and/or kindly facilitate for State Support Agreement.			
78	**RFP**	Clause 1.10 The Ministry of Power and the appropriate state government(s) shall provide their support to the TSP, on best endeavor basis, in enabling the TSP to develop the Project.	We request you to share all such documents or correspondence happened with MOP and State Government, this will help the TSP is taking further approvals for the project.			Pursuant to the selection of the TSP, the support will be provided on case-to-case basis, within applicable laws and regulatory framework.
79	**RFP**	Clause 1.12 Once the Successful Bidder is selected, the details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project, shall be handed over to the Successful Bidder on as is where basis, so that it may take further actions to obtain all necessary Consents,	BPC is requested to provide the list of details & documents to be handed over to the Successful Bidder.			The list of requisite details & documents will be shared with the successful bidder.

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		Clearances and Permits and the TSP shall not be entitled for any extensions in the Scheduled COD of the Project except as provided for in the TSA.				
80	**RFP**	Clause 2.15.2 Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall: a) provide the Contract Performance Guarantee in favour of the Nodal Agency as per the provisions of Clause 2.12 b) execute the Share Purchase Agreement and the Transmission Service Agreement acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of [Insert	BPC will appreciate that the completion of said activities by the Selected Bidder within ten (10) days after issuance of LoI is very stringent. Also, execution of SPV / signing of share purchase agreement is not within the control of TSP as it is dependent on certain regulatory approvals as well. We therefore request to consider at least 30 days' time for completion of these activities as well as provide a carve out for consequences if the delay is not on account of TSP.			Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		the name of the SPV] from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities;				
81	**RFP**	Clause 2.15.2 Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, shall also be borne by the Selected Bidder.	We request you to provide Applicable Stamp Duty Charges and Amount of Stamp Paper for the following agreements: i. Transmission Service Agreement ii. Share Purchase Agreement iii. Power of Attorney iv. Share Transfer Form It will be helpful if you can specify the name of 1st party and 2nd party for purchase of stamp papers.			Kindly refer Clause 2.5.7 of the RFP Document. Name of the 1st party and 2nd party would be as per respective document /agreement.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
82	**RFP**	Clause 2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.		Clause 2.15.4 may be reworded as below - Within ten (10) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.	The condition to apply for grant of transmission license and make application for adoption of transmission charges within 5 days is onerous. Request to please change the relevant provisions as per the suggested text in RFP and TSA	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
83	**RFP**	Clause 2.15.5 If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under	It is requested to kindly clarify as to what will be the consequences if the Selected Bidders fails to comply with any of Its obligations under 2.15.2,			The provisions of RFP Document are amply clear in this regard and shall prevail.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		Clauses 2.15.2, 2.15.3 and 2.15.4, and provided that the other parties are willing to execute the Share Purchase Agreement and REC Power Development and Consultancy Limited is willing to sell the entire equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, to the Selected Bidder, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the BPC / its authorized representative(s) shall be entitled to invoke the Bid Bond of the Selected Bidder.	2.15.3 and 2.15.3 due to reasons beyond the control of or not attributable to Selected Bidder / TSP. As the consequences for failure to comply the obligations under 2.15.2, 2.15.3 and 2.15.3 is the cancellation of Letter of Intent (LOI). We request you to reconsider the same as it would be unfair if LOI of selected bidder is cancelled due to reasons beyond its control.			
84	**RFP**	**Clause 2.4.3** The amendment to the RFP shall be notified to all the Bidders through the electronic bidding	We understand that the BPC will also continue to share amendments / corrigendum through emails as per the current practice.			Yes

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		platform and shall be binding on them.				
85	**RFP**	**Clause 3.6.1** However, if no bid is received during the e-reverse bidding stage then the Bidder with lowest quoted initial transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder, ……	We request you to clarify, if two or more bidders quote the same initial offer which turns out to be prevailing lowest levelized tariff and no further discount is offered by any bidder during e-reverse auction. In such case what will be the modality BPC will follow for award of project. BPC to confirm			As per provisions of RFP, bidders have to quote transmission charges up to 2 decimal points. Therefore, it is practically not possible to have same Initial Offer from two or more bidders. However, if such situation arises, appropriate decision will be taken by the competent authority
86	**RFP**	General	We request you to kindly accept the Board resolutions passed by Management Committees formed by the Board of Directors of Bidding Company and TEE / affiliate respectively and duly authorized by the Board of Directors for participation in various tenders issued by Govt. authorities in response to the RFP submission.		The board meeting of Bidding Company / TEE may not be scheduled till RFP submission. Thus, we request you to kindly consider the board resolution passed by the management committee formed by the board of directors' w.r.t. Authorization from Bidding Company and TEE.	No Change. The provisions of RFP Document are amply clear in this regard and shall prevail.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
87	**RFP**	ANNEXURE 22 – FORMAT FOR AFFIDAVIT	We understand that the declaration and details with respect to conviction and investigation is to be provided for Affiliate / Parent company of the Bidding company only if such an Affiliate / Parent company is being used for meeting financial / technical qualification requirements.			The declaration and details with respect to Clause 2.1.9 of RFP is to be provided by the bidding company including Affiliate / Parent company of the Bidding company being used for meeting financial / technical qualification requirements as per Annexure 22 of the RFP document.
88	**RFP**	**Clause 1.6.1.5** The TSP shall seek approval under Section 164 of Electricity Act, from CEA after acquisition of [Insert the name of the SPV], The approval shall be granted by CEA generally within 30 days but in no case later than 45 days from the date of receipt of application (complete in all aspects).	It is requested you to kindly clarify whether process of obtaining authorization U/s 164 of Electricity Act, 2003 would be initiated by BPC.	It is suggested that BPC may initiate the process for obtaining approval U/s 164 based on the survey undertaken by BPC.	It may be appreciated that obtaining approval U/s 164 takes considerable time. In the interest of timely completion of project, it is suggested that BPC may initiate the process U/s 164.	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. However, BPC will complete its responsibilities as listed in the RFP documents.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
89	**RFP**	ANNEXURE B – Draft Pre-Award Integrity Pact	As per the draft of integrity pact ANNEXURE B in 2nd Paragraph the project name is missing "*WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service".* Clarify to bidder if the project name should be added or bidder should submit as it is.			The format of draft Pre-Award Integrity Pact is amply clear and shall prevail.
90	**TSA**	**Article 3.3.1** If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such	In view of the rationale provided here, it is requested to amend the provision regarding refund of additional CPG on fulfillment of Conditions Subsequent.		Additional CPG shall be recovered for the non-fulfillment of Conditions Subsequent. However, this additional CPG is then forming part of CPG and is being	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee Rupees Ninety Three Lakh (Rs. 0.93 Crore Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Central Transmission Utility of India Limited (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be			retained by Nodal Agency. Considering the fact that additional CPG is consequential guarantee for performance related to condition subsequent, it is requested to review the provision and amend the provision to refund the additional CPG on fulfillment of Conditions Subsequent.	

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		construed accordingly. Central Transmission Utility of India Limited (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.				
91	**TSA**	**Article 4.4 Extension of Time**	TSP is required to obtain certain clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff etc. In case if there is any delay in these approvals beyond stipulated time, such delay shall be considered for extension of SCOD of the project and any consequential increase in cost shall be allowed		Clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff are not within the control of TSP once it has been applied after fulfilling all the necessary compliance, any consequential delay is required to be allowed.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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			through appropriate adjustment in the tariff.			
92	**TSA**	**Article 5.1.2** The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).	TSP cannot be burdened with impact of unsuitability of the site or transmission line route due to reasons beyond control. Therefore, suitable revision may be carried out in clause 5.1.2.		There may be number of reasons for unsuitability of the site or transmission line route which are beyond control of the TSP. For such instances, suitable extension of time and appropriate adjustment in tariff shall be provided.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
93	**TSA**	**Article 5.6** **Site regulations and Construction Documents** The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement The TSP shall retain at the Site and make	Inspection of Construction drawings and other documents related to construction may be deleted from clause no. 5.6.		Construction drawings and few specific documents may be proprietary/ confidential and is against commercial interest of the TSP.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		available for inspection at all reasonable times copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.				
94	**TSA**	**Article. 6.4.1** Liquidated Damages for Delay in achieving COD of Project by TSP.	If the TSP fails to achieve COD for any Element of the Project or for the Project by SCOD, then the TSP is required to pay liquidated damages. It is noted that, Clause 6.4.1 of the TSA does not exclude delays caused due to a Force Majeure or Nodal Agency's default. This may well be a drafting oversight and may be clarified. The TSP should also not be liable to pay liquidated damages in the event the delay is not attributable to the TSP. Accordingly, it may be clarified that no damages will be payable in the event the delay is on			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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			account of Force Majeure or Nodal Agency's default.			
95	**TSA**	**Article 11.3 Force Majeure** A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or		Underlined text may be added under Article 11.3 : A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party or **makes performance of obligation commercially unviable for the Affected Party** in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such	TSA	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		complied with Prudent Utility Practices:		events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:		
96	**TSA & RFP**	**<u>Provisions in TSA</u>** *(Provision related to non fulfilment of condition subsequent)* **3.3.6** The Nodal agency, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate			The blacklisting of TSP for a period of 5 years for default, failure to complete conditions subsequent & annulment of award, and for indefinite period for error in online and physical submission is onerous and harsh on TSP. TSP's event of default covers a lot of activities, and if TSP fails to comply with	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA. *(Termination procedure for TSP event of default)* **13.2** Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years. **<u>Provisions in RFP</u>** *(Non fulfilment of Obligations by TSP post issuance of LoI and post acquisition of SPV)* **2.15.8** The annulment of the award, under Clause 2.15.5 or 2.15.6 of this RFP, shall be sufficient grounds for blacklisting			even one activity, TSP is at risk of getting blacklisted. Further, TSA provides discretionary right to Nodal agency to decide whether TSP would be blacklisted. In case of discrepancy in submission, it is requested that BPC shall seek clarification from bidder and upon failure to provide clarification and complete investigation only, should construe such activity as fraudulent practice. Hence it is requested to include blacklisting only in extreme cases and provide definite guidelines on Nodal Agency's right to blacklist bidders. Also in RFP, blacklisting for annulment of project award would	

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		the bidder, whose award has been annulled, for a period of five years or more, as decided by the National Committee on Transmission, provided that the blacklisting shall be done only after giving the bidder an opportunity for showing cause. (*Discrepancy in online and physical submission of selected bidder)* **3.6.1** In case, there is a discrepancy between the online submission and physical documents, the bid would be out rightly rejected and the bidder shall be construed to have engaged in the fraudulent practice as defined in Clause 2.19.3 with consequences as mentioned in Clause			be done by government, while in other cases it would done by Nodal Agency. It is requested that blacklisting rights shall only reside with government.	

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		2.19.2. Further, in such a case, the provisions of Clause 2.5.6 (j) shall apply.				
97	**TSA**	**13.3 Procedure for Nodal Agency's non-fulfilment of Role** a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2. the TSP may serve notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfillment of role by the Nodal Agency.		**13.3 Procedure for Nodal Agency's non-fulfilment of Role** a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2. the TSP may serve **TERMINATION** notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a "TSP's Preliminary **Termination** Notice").	The contract clauses as per TSA favors the Nodal Agency. All the termination rights are provided to Nodal Agency and the agreement does not provide the other party (TSP) right to terminate in case of default of Nodal Agency. In absence of termination right, TSP is at risk commercially, if Nodal agency fails to fulfill its assigned responsibilities, for example failure of Nodal Agency to pay the quoted transmission charges.	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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					Also, the methodology for computation of compensation to TSP, in case of mutual agreement to terminate, should be defined upfront.	
98	**TSA**	3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in		3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. I**n case the Force Majeure Event continues even after a period of one hundred and eighty (180) days if deemed necessary, the**	In case of delay in SCOD due to FM event, the provision gives discretionary right to Nodal Agency to terminate TSA after occurrence of FM event. There should be gestation period of at least 6 months after start of FM event. Post completion of 6 months, both parties may decide to terminate the contract on mutual agreement. In case of FM, there should not be any unilateral right to terminate. Also, the methodology for computation of	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1. 4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. **Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders		**Nodal Agency <u>or TSP, upon mutual agreement</u> may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1. 4.4.2 In the event that an Element or the Project cannot	compensation to TSP, in case of mutual agreement to terminate, should be defined upfront.	

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		to exercise right of substitution in accordance with Article 15.3 of this Agreement. 13.4 Termination due to Force Majeure 13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.		be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. I**n case the Force Majeure Event continues even after a period of one hundred and eighty (180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**, in writing, of at least seven (7) days, with a copy to CEA and the		

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				Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.		
99	**TSA**	Clause 5.8 "Remedial Measures: The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or CEA and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or CEA and/ or the Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not			This is very stringent clause and provides for agreement termination at the subjective discretion of Nodal Agency. Request to modify the clause as: **…… If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, it may refer the same to the Appropriate Commission for appropriate action.**	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or CEA and/ or the Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. **If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders'** **Representative in order to enable the Lenders to exercise right of substitution in accordance with**				

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		Article 15.3 of this Agreement ."				
100	**TSA**	13.7 Termination Payment 13.7.1 If Agreement is terminated on account of Force Majeure Events, no requirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.			Guidelines on valuation of project assets conducted should be provided to ensure there is no ambiguity. Further if TSA is terminated during operating period of project, guidelines on valuation of assets in such event to be provided.	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power However, it is clarified that the valuation of project assets shall be done as per the prevailing industry practices.
101	**TSA**	13.5 Termination or amendment due to non-requirement of any Element or Project during construction 13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal			Guidelines on amendment of TSA in case of non-requirement of any element during construction should be clearly specified, especially the treatment of Quoted Transmission Charges and capital cost of element no longer required.	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power. However, it is clarified that the valuation of project assets shall be done as per the

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		Agency may issue a notice to this effect to the TSP. 13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required. 13.5.3 The TSP shall neither carry out further Investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice. 13.5.4 After taking into account the comments of the TSP, the Nodal			For example, if 50% construction of an element is completed and that element is not required, how would the TSP be compensated for the capital cost of the element.	prevailing industry practices. Further, please refer Clause 18.2 e) of TSA.

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		Agency may terminate the Agreement or amend it if both Parties agree to the amendment.				
102	**TSA**	12. Change in Law	Inclusion of change in acquisition price in Change in Law		As SPV acquisition price is part of capital cost of project, any change in Acquisition price after bidding would directly affect the bidder commercially and it is totally beyond the control of TSP. Hence, it is requested to kindly allow change in acquisition price under CIL event.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
103	**TSA**	D)The TSP has agreed to make an application for a Transmission License to the Commission for setting up the Project on **build, own, operate and transfer basis.**		D)The TSP has agreed to make an application for a Transmission License to the Appropriate Commission for setting up the Project **on build, own, operate and maintain basis**.	As per revised TSA, asset to be transferred to Nodal agency post 35 years (BOOT). The assets created would be **Financial assets instead of Fixed assets**. Under IndAS accounting rules, **depreciation** of	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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					financial assets is **not allowed**. Further, TSP would be at risk of authorities levying 18% GST upfront on construction revenue recognized on COD. **Higher taxation** would impact the project economics eventually leading to higher tariff for the Consumers. Under BOOT model, **asset condition may degrade** towards end of concession period due to lack of incentive for developer to maintain the asset by incurring some capex. Hence it is requested to continue with the BOOM model.	
104	**TSA**	5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, **beyond a period of 45 days** shall		5.5.6 For any delay in commissioning any critical Element(s), as identified in	Clause 13.1.b of TSA allows upto 6 months' delay in commissioning of element after SCOD. 10% sequestration clause does not cover	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		lead to a sequestration of 10% of the Contract Performance Guarantee. 6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.		Schedule 1 & Schedule 2 of this Agreement, **beyond a period of 6 months (as per clause 13.1.b) unless extended by Nodal Agency due to FM/CIL as per provisions of this agreement,** shall lead to a sequestration of 10% of the Contract Performance Guarantee.	any delay due FM or CIL event. If in case all the elements of projects are declared as "critical elements", TSP is liable for 10% CPG sequestration. It is requested to kindly extend period beyond which CPG sequestration shall occur to 6 months. Further, TSP should not be made liable for LD payments on account of delay in project / element commissioning more than as identified under clauses 6.4.1 and 6.4.2	
105	**TSA**	AA- Actual Availability ; MTC- Monthly transmission charges; Tmn = transmission charges for month "m" in contract year "n" *For incentive* *a. If 98%< AA < 98.5%; MTC= Tmn*1;*		*Incentive = 0.02 x Annual Transmission Charges x (Actual Annual Availability – Target Availability)* Target Availability: AC -98% & HVDC -95% *Incentive = 0.02 x Annual*	The tariff for projects under TBCB has seen a reduction of 30%-50% as compared to RTM projects. The incentive for maintaining availability above target availability aids in increasing reliability of the	This is as per the SBD and amendments thereof, issued by the Ministry of Power, and hence, no change is envisaged.

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		b. If 98.5% < AA < 99.75% ; *MTC= Tmn* (AA / 98.5 %);* *c. If AA> 99.75%;* *MTC = Tmn* (99.75 % /98.5 %);* *For Penalty* *d. If 95 % < AA < 98 %* *MTC = Tmn* (AA / 98 %);* *e. If AA < 95 %* *MTC = Tmn* (AA/98 %) – 0.02* (Tmn* (AA/98%))*		*Transmission Charges x (Actual Annual Availability – Target Availability)* Target Availability: AC -98% & HVDC -95%	transmission system. As the incentive is reduced as per revised provisions, developers may increase the Quoted tariffs to compensate which may result in increased cost of electricity to end consumer. Further there is no incentive for maintaining actual availability between 98% and 98.5%. Hence it is requested to continue with existing provisions for penalty and incentive calculation.	
106	**TSA**	3.3.4 Provided, that due to the provisions of Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1 .3, shall lead to an equal increase in the time period for the Scheduled COD. **If the**		3.3.4 Provided, that due to the provisions of Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1 .3, shall	In event of FM/CIL event, provisions under revised TSA do not provide for any adjustment in transmission charges for a period of 180 days. TSP is allowed to recover interest cost during construction for	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.		lead to an equal increase in the time period for the Scheduled COD. **The TSP will be allowed to recover the interest cost during construction corresponding for the period of FM/CIL event by adjustment in the Transmission Charges in accordance with Schedule 9.**	period exceeding 180 days. As large portion (70%) of project cost is funded through debt, repayment of which does not start till COD, any delay in SCOD leads to higher interest built up. This severely affects the project economics of developer. Hence it is requested to allow for recovery of interest cost during construction for entire period of FM/CIL event.	
107	**TSA**	18. 1 The Nodal Agency shall appoint an agency/ company as Independent Engineer (IE).…… Responsibilities of IE include progress monitoring, ensuring quality, determine costs of works/services, determine valuation of		-	It is requested to not appoint an external agency (Independent Engineer-IE) and the Nodal Agency to execute the functions such as progress monitoring, quality assurance, determination of works/services, valuation of projects assets.	Referred clause of the RFP documents issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power.

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		project assets, assist parties in dispute resolution.			Any delay in appointment of IE would delay the project execution. Further addition of an external agency would also be an additional expense which would eventually result in tariff increase.	
108		3.1 Satisfaction of Conditions Subsequent by the TSP c. Execute this Agreement;			Since the execution of TSA will require coordination with the CTU, it is requested that the TSA be executed before project acquisition by the project SPV in the interest of saving time. This will also facilitate early completion of the project critical activities.	As per revised TBCB Guidelines and SBD issued by MOP, GoI, TSP on the date of acquisition of SPV from the BPC will enter into a Transmission Service Agreement (TSA) with LTTSU for the project.
109		3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months	While the TSP will apply to the respective commission for grant of license, time required for the issuance is beyond the control of TSP once the application is			This is as per the SBD and amendments thereof, issued by the Ministry of Power and

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		from the Effective Date …… To obtain the Transmission License for the Project from the Commission;	made. We request to modify the clause suitably to incorporate the above.			hence, no change is envisaged.
110	**SPA**	Clause 3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by the Central Transmission Utility of India Limited themselves, (b) all	We understand that acquisition price towards acquisition of one hundred percent (100%) of the equity shareholding of the Company, communicated to bidder would include all liabilities pertaining to SPV prior to closing date. Please confirm			Bidder's understanding is generally in order.

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		rights and obligations of the BPC shall cease forthwith, (c) all other rights and obligations of the Company shall be of the TSP and (d) any decisions taken by the BPC on behalf of the Company prior to the date of acquisition, shall continue to be binding on the Company and/or Central Transmission Utility of India Limited as the case may be.				
111	**REQUEST FOR PROPOSAL NOTIFICATIO N**	Clause No 9. **Page No. 5** The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the **National Capital Territory of Delhi.**		The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/-	For convenience and being a Project in Maharashtra.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
112	**Section 2**	**2.5.3 Financial Bid (b) Page No 34** The Quoted Transmission Charges	a) As per MERC, MYT Tariff Regulation, there are different Normative O&M charges in Maharashtra / MMR			a) Please refer Clause 2.5.7 of RFP Document.

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		as per the format at Annexure-21 shall be inclusive of all charges and no exclusions shall be allowed. The Bidders shall take into account all costs including capital and operating, statutory taxes, duties, levies. Availability of the inputs necessary for operation and maintenance of the Project should be ensured by the TSP at the Project site and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the Project site must be included in the Quoted Transmission Charges.	region for different Utilities. For Project Financial Bid Projections, which Base Normative O&M Charges are to be considered, Please specify. b) The ROW Compensation guidelines issued by MoP GoI and methodology adopted by State (GoM) differs. Pl clarify which methodology should be considered.			b) The ROW provisions will be governed by prevailing Rules and Regulations in the state of Maharashtra.
113	RFP	"Final Offer" shall mean the Quoted Transmission Charges, required to be submitted as part of the Financial Bid on the	Presently, details of L-1 bidder are not displayed on conclusion of e-RA if there is no receipt of counterbids. In case, two bidders		For transparency of the competitive price discovery through e-RA	As per provisions of RFP, bidders have to quote transmission charges up to 2 decimal points. Therefore, it is practically not possible to

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		electronic bidding platform during the e-reverse bidding stage. In case, no Final Offer is received during the e-reverse bidding stage then the lowest "Initial Offer" shall be deemed to be the Final Offer;	have quoted the same L1, they would be under false impression of having L1 tariff of their own and may not offer further competitive offer. In such scenario, e-RA shall end resulting in premature conclusion of e-RA process. It is requested to update the e-RA platform accordingly to reflect the status of L1 bidder under the above scenario.			have same Initial Offer from two or more bidders. However, if such situation arises, appropriate decision will be taken by the competent authority.
114	**RFP document and TSA**	**Provisions of RFP** Clause 1.5 …. The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to STU or its successors or an agency as decided by the State Government after 35 years from COD of project at zero cost and free from any encumbrance and	Query-1 Treatment of tax application at the end of the life of assets. As per section 50C of Income tax act, in case sale consideration received or claimed to be received by seller on sale of land or building or both is less than value adopted by stamp valuation authority (SVA), such value adopted by SVA would become actual sale			Query-1, 2 and 5 The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. Any taxes, stamp duties and liabilities, as

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		liability. The transfer shall be completed within 90 days after 35 years from COD of project failing which STU shall be entitled to take over the project assets Suo moto. **Provisions of TSA** Definitions: "Project Assets" shall mean all physical and other assets relating to and forming part of the Project including: (a) rights over the Site for substations, ROW for transmission lines; (b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements,	consideration received or accruing to the seller. Therefore, capital gain would be Valuation as per stamp valuation authority reduced by cost/indexed cost of acquisition. Treatment of Capital tax and applicable TDS to be clarified. Query-2 Modality of transfer of assets to be defined. In case only assets to be transferred then application of stamp duty & other taxes and its treatment to be clarified. Query-3 Modalities for O&M, other expenditure etc. for the transition period of 90 days may be confirmed. Availability calculation			may be applicable, has to be borne by the TSP. Query-3 and 6 The transfer of all project assets along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project. All the expenditure till the transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP. Query-4 Definition of Project Assets is amply clear in this regard.

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		electrical systems, communication systems, relief centres, administrative offices, Substations, software, tower and sub-stations designs etc; (c) project facilities situated on the Site; (d) all rights of the TSP under the project agreements; **(e) financial assets, such as receivables, security deposits etc;** **(f) insurance proceeds; and** (g) Applicable Permits and authorisations relating to or in respect of the Transmission System;" **2.2.2** Post the Expiry Date of this Agreement, the TSP shall ensure	for the said period? Query-4 There could be delay in receipt of payment against receivables. Further, the TSP might have some pending claims against insurance company. How shall TSP receive these legitimate pending claim or charges after transfer of asset? Query-5 Please confirm that any taxes or charges or cost to be borne by the TSP at the transfer time including sale at value lower than fair value shall be reimbursed to the TSP. These costs are not known at this point of time and might be significant in amount. TSP cannot be exposed such charges.			

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		transfer of Project Assets to STU or its successors or an agency as decided by the State Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which STU shall be entitled to take over the Project Assets Suo moto.	Query-6 Modalities for O&M, other expenditure etc. for the transition period of 90 days may be confirmed.			
115	RFP	Clause 2.7.2	The important timelines are mentioned in the table including shortlisting and announcement of Qualified bidder, proposed date of issuance of LoI, transfer of SPV etc. It is observed in the past that in case, there is extension in bid submission date, the revised timelines are not being provided regarding issuance of LoI, transfer		For clarity and to comply with SBD	The qualification status is being informed to the bidders invariably. Further, all relevant dates are informed to the bidders, as per provisions of RFP.

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			of SPV etc. Further, in case of delay in shortlisting of qualified bidders, it is requested to provide the updated dates of financial bid opening and date of conduction of e-RA etc., atleast 1 week prior to financial bid opening, to enable bidders to take appropriate action for participation in e-RA It is requested to kindly provide the updated table in case of extension in bid submission date/ delay in shortlisting of qualified bidders.			
116	**RFP**	2.15.3 After the date of acquisition of the equity shareholding of ….. [insert the name of SPV], along with all its related assets and liabilities, by the Selected Bidder, i. the authority of the BPC in respect of this	Role of BPC has to be complete.	i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Long-Term Transmission	The BPC shall not relinquish its role after the acquisition but shall have to undertake all activities including providing the certification from the Bid Evaluation Committee etc., and other requirements to	The role of BPC is as per the SBD and hence no change is envisaged. However, it may be noted that the BPC shall fulfil its responsibility of providing the certification from the Bid Evaluation Committee to enable the TSP to obtain

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		Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Long-Term Transmission User.		Customer, save for those which are related to and consequent to the bidding process adopted by the BPC	enable the Bidder to obtain Transmission license and adoption of Transmission charges. Furthermore, any activity which has an origin traced to the BPC activity/ process has to be owned by BPC and the TSP / LTTC is neither aware nor can be made responsible.	Transmission license and adoption of Transmission charges. The details of the contractual obligations (if any) of BPC to be fulfilled by the TSP shall be provided to the bidders along with the tentative Acquisition price of SPV.
117	**RFP**	2.15.3 iv. contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP.	What are the obligations that the BPC has undertaken which needs to be fulfilled by the TSP?	2.15.3 iv. Contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP if only such contractual obligations have been made available to the bidders 15 days	Nature of contractual obligations cannot be left open as the same is to be fulfilled by the TSP.	The details of the contractual obligations (if any) of BPC to be fulfilled by the TSP shall be provided to the bidders along with the tentative Acquisition price of SPV.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
				prior to the bid deadline		
118	**RFP & TSA**	**Provision of RFP** 2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the State Commission for grant of Transmission License and make an application to the State Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003 Provision of TSA 3.1.1…….The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission	Query-1 We request you to consider at least 30 days' time for completion of these activities. Query-2 Definition of working day is not defined in the TSA. Therefore, it is requested to define working day to avoid ambiguity and litigation later on	Within thirty (30) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as Required under Section – 63 of The Electricity Act 2003		**Query-1** This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. **Query-2** For this purpose, working day shall mean a day on which the office of the State Commission i.e. MERC is functioning.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		License and for the adoption of tariff as required under section-63 of the Electricity Act …….				
119	**RFP**	2.15.6 If the TSP fails to obtain the Transmission License from the State Commission, it will constitute sufficient grounds for-annulment of award of the Project	In case TSP fails to obtain the Transmission License the reasons for the same have to be examined.	2.15.6 If the TSP fails to obtain the Transmission License from the Appropriate Commission, the treatment shall be as per provisions 3.3 of the TSA.	Provisions of 3.3 of TSA provides for consequences for non-fulfilment of conditions subsequent. The provisions of RFP as such have to be reflective of TSA.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
120	**RFP & TSA**	**General**	In case the Transmission project / elements achieve completion and Interconnection facilities are not ready then i) who shall be liable to pay the transmission charges? ii) what are the regulations in case of mismatch between the transmission projects/elements and between upstream or downstream?			Provisions of RFP Document is amply clear in this regard and shall prevail

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
121	**RFP and TSA**	**The definition of Contract Year in RFP is as under:** "Contract Year" shall mean the period beginning on the **Scheduled COD**, and ending on the immediately succeeding March 31 and thereafter each period of 12 …: And the definition of Contract Year in TSA is as under: "Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning **on the COD**, and ending on the immediately …"	As per RFP, the Contract Year shall start from the Scheduled CoD whereas as per TSA, the Contract Year shall start the CoD. As such, both the definitions are contradictory in nature. It is requested to clarify the correct definition of Contract Year.		To avoid ambiguity	The provisions of TSA are amply clear in this regard and shall prevail.
122	**TSA**	Connection Agreement	A draft copy of the Connection Agreement may be furnished. Alternatively, the webpage link may be provided.			The connection agreement shall be furnished to the successful bidder (TSP).
123	**TSA**	"Connection Agreement" shall mean the agreement between	It is understood the transmission system is Intra-state, kindly confirm		For better clarity of Post Winning activities to be carried	Provisions of RFP Documents are amply

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		the CTU or STU or any other concerned parties and the TSP, setting out the terms relating to the connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System/ Intra State Transmission System (as the case may be) as per the provisions of the IEGC/ State Grid Code, as the case may be;	whether the *Inter State Transmission System* as per the provisions of the IEGC shall be applicable for the subject Intra-state Transmission system as well.		out by the Successful bidder on behalf of TSP	clear in this regard and shall prevail. Please also refer Clause 2.5.7 of RFP Document.
124	**TSA**	Clause no 2.3: Conditions prior to the expiry of the Transmission License 2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the Transmission License, seeking the State	There should be a provision in the TSA to cover the revenue loss that may be incurred by the TSP, in the case of the Appropriate Commission not granting extension of the Transmission License beyond the period of 25 years.		The Transmission Charges to be quoted by the bidders would be based on the cash flow generated from the Project for 35 years and if, for any reason not attributable to the TSP (including any change in law), the Transmission License is not extended by the Appropriate	This is as per the SBD and amendments thereof, issued by the Ministry of Power. Please also refer Article 4.1 (a) of the TSA.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Commission's approval for the extension of the term of the Transmission License up to the Expiry Date. 2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Long Term Transmission System User fully informed about the progress on its application for extension of the term of the Transmission License.			Commission beyond 25 years the TSP will suffer significant losses. The RFP / TSA should be suitably modified to provide security of continuation of the transmission business for at least 35 years.	
125	**TSA**	3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities **within six (6) months** from the Effective	As per clause 3.1.3 h, the EPC contracts to be awarded in 6 months. Whereas as per clause 3.1.3 c, TSP is required to submit		For clarity	This is as per the SBD and amendments thereof, issued by the Ministry of Power and

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		Date (except for c) below), …….. c) To submit to the Lead Long Term Transmission Customer, STU & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. …. h) **To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and** shall have given to such Contractor an irrevocable notice to proceed;	Project Execution Plan after awards of Contracts within 120 days. TSP shall not be in a position to submit project plan within 120 days from effective date if the award of EPC contract is awarded after 120 days, but before 6 months period. As such, the timelines mentioned in above clauses are contradictory and the same may be reviewed.			hence, no change is envisaged.
126	**TSA**	Clause 3.3.1: If any of the conditions specified		Suggested text to be added at the end of this	The additional CPG is for specific default(s) and once	This is as per the SBD and amendments

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months..... in accordance with the provisions of this Agreement		Article: ".....The additional Contract Performance Guarantee, if any provided by the TSP for delay in fulfilment of condition subsequent, shall be returned by the STUIL on fulfilment of conditions subsequent by the TSP"	such default(s) cease to exist, this additional amount of CPG should be returned. Additional CPG cannot be held back by the STUIL till COD of the Project.	thereof, issued by the Ministry of Power and hence, no change is envisaged.
127	**TSA**	Clause no 3.3.4: In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary,	The terms and conditions for termination of the TSA under this Article, including the termination payment and status of the SPV, need to be provided in the TSA.		In case the Force majeure event continues, the TSA will be terminated and the CPG will be returned. Other expenses that would have been incurred till the date of termination of the TSA including the Acquisition Price paid for Acquiring the SPV and other	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		this Agreement may be terminated by the Long Term Transmission Customer by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1 . ……			incurred costs shall also be explicitly stated. There should be an explicit provision for refund of the Acquisition Price, along with the other expenses incurred by the TSP / Selected Bidder till such date of termination.	
128	TSA	3.3.4 …… Provided, that due to the provisions of this Article 3.3.4, ….. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this	In case project suffers from Force Majeure event for a period less than 6 months, interest cost during construction may be considered.		For project viability.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9 11.7 Available Relief for a Force Majeure Event …….. (e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost,…..				
129	TSA	4.6 Interconnection Facilities: 4.6.1 Subject to the terms and conditions	It is understood that if interconnection facilities (e.g. scope of TSP of Siot & JKPTCL) at the		For clarity.	The provisions of TSA are amply clear in this regard and shall prevail.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Long Term Transmission Customer shall be responsible for coordinating to make available the Interconnection Facilities. 4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it	interconnection point is not available, whereas TSP has completed rest of the scope of the project, the project shall be considered as deemed COD and TSP shall be entitled to all the benefits envisaged under the TSA.			

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		to the Interconnection Facilities as specified in this Agreement.				
130	Section-I of RFP And TSA	**6.1 Connection with the Inter-connection Facilities:** 6.1.1 The TSP shall give the RLDC(s), CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Long Term Transmission Customer.	Reference is drawn to the Order of CERC 4/ADP/2016 dated 23.03.2016. Relevant extract of the Order is reproduced hereunder: "In the event the inter-connection facilities are not ready by SCOD or by revised SCOD (as may be revised by the petitioner and the LTTCs for the purpose of availing incentive as per MOP Policy) on account of non-readiness of the upstream or downstream transmission assets while the petitioner`s transmission system is ready for commissioning, the COD of the transmission assets of the petitioner may be declared in accordance with the provisions of Article 6.2 of the TSA (to be known as "deemed COD") and the LTTCs/developers of the upstream and		Order of CERC 4/ADjP/2016 dated 23.03.2016.	The Scheduled Commercial Operation Date (SCOD) shall remain as stipulated in the RFP and TSA documents.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		…… 6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2. Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared	downstream assets shall be liable to pay the transmission charges from the deemed COD till the transmission assets are put into actual use." From above, it is seen that even in case of SCOD when the systems are declared deemed COD as per Article 6.2 of TSA, till the transmission assets are put into actual use, the transmission charges are liable to be paid by DICs/developers of the upstream and downstream assets. In such situations, it shall be construed that BPC has obtained consent of the DICs/ Upstream / Downstream / Generators (as applicable) for payment of transmission charges. Further, as per CERC order no. 104/MP/2018 dated 18th September 2018, downstream was directed to pay			

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		to have achieved their respective COD. 6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element.	transmission charges to TSP.			
131	**TSA**	**Clause 6.3.1 (b)** In case of delay due to Indirect Non-Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer, TSP is entitled for payment for debt service which is due under the	Clause 6.3.1 (b) covers the loss on debt amount which includes, due to Indirect Non- Natural Force Majeure Event or Natural Force Majeure Event affecting the LTTC, TSP is entitled for payment for debt service which is due under the Financing Agreements. However,			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non-continuous Months in the manner provided in (c) below.	any loss on the equity is not covered in the above clause. In order to compensate for the loss due to Indirect Non-Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer, compensation to both equity as well as debt to be covered as per clause 6.3.1 (a).			
132	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES Clause no. 10.1: Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of MERC MYT Regulations, from the date on which an		Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of the Sharing Regulations, from the	As per clause 6.2 of the TSA, the TSP is eligible for payment of Transmission charges from the date of deemed COD.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.		date on which an Element(s) has achieved COD **or deemed to have achieved COD** until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.		
133	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.4 Disputed Bills, Default in payment by the Long Term Transmission Customers & Annual Reconciliation: Any Disputed Bill, Default in payment by Long Term Transmission System Users & Annual	1. Article 10 i.e., Billing and payment of transmission charges is silent on parameters interalia **Payment Security Mechanism, Establishment of Letter of Credit, Late Payment Surcharge, Rebate etc.** **Kindly provide the detailed clauses Article 10 explicitly stating the parameters viz. Payment Security Mechanism,**		To assess the risk of the project	The provisions of TSA Document are amply clear in this regard and shall prevail. Please also refer Clause 2.5.7 of RFP Document.

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		Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra.	**Establishment of Letter of Credit, Late Payment Surcharge, Rebate etc.** as generally being mentioned for Intra-state projects in Madhya Pradesh, Odisha etc. 2. Kindky provide the relevant regulations of JERC regarding the billing and payment of transmission charges to TSP			
134	TSA	11.4 Force Majeure Exclusions 11.4.1 (g) Any error or omission in the survey report provided by BPC during the bidding process.	The survey report furnished by BPC has to be accurate and any error or omission has to be owned by the BPC. Professional fees including fees for survey report is also claimed by BPC.			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
135	TSA Clause 12.1.1	Clause 12.1.1 Change in Law means the occurrence of any of the following **after the Bid Deadline** resulting into any additional recurring /	It is mentioned that in case any change in law event occurs on bid submission date or just prior to bid submission date, the bidders shall not have adequate time to understand the cost			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. Please also refer Clause 2.5.7 of RFP Document.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		non- recurring expenditure by the TSP or any savings of the TSP….	implication of such change in law event. Bidders cannot be exposed to such uncertainties and thereafter it is requested to consider any event **after 7 days prior to bid deadline as Change in Law event.** Furthermore, the bid submission is fixed at 12 noon. Whereas change in event could happen during the day even after 12 noon. Such clause can have serious implications on the viability of the project.			
136	**TSA**	12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change: a. Taxes on corporate income; and; b. Withholding tax on income or dividends distributed to the shareholders of the	Any tax applied on the income or profits of the TSP need to be covered under change in law.		Tax is an element beyond the control of the TSP. Change in tax or introduction of any tax is covered under change in law. Tax rate applicable on the income or profits of the TSP is beyond the control of the TSP	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. Also, please refer to clause 2.5.7 of the RFP.

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		TSP.			and to assume the same for 35 years shall be a risk which is best assumed by the LTTCs accordingly this is to be reviewed.	
137	**TSA**	**Clause 13.7** If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long- Term Transmission Customer's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Long-Term Transmission Customer shall take over the Project Assets.	Kindly furnish the methodology of calculation of valuation of project asset.		For clarity	Valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2 e) of TSA.
138	RFP	Clause 2.1.2	As per QR, the capital expenditure under		For more clarity for submission of	The provisions of RFP Document are amply

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		"Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs……. Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs…… Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). For this purpose, capital expenditure incurred on projects that have been commissioned/ completed at least seven (7) days prior to Bid Deadline shall be considered. The capital expenditure discussed above shall be as capitalized and reflected in the audited books of accounts of	reference shall be as capitalised and reflected in the audited books of accounts of Technically Evaluated Entity. In above regard, please clarify the following: Whether entire capital expenditure of various Project(s), meeting the value-wise threshold requirements of QR, as capitalised in last five years in the audited books of accounts of Technically Evaluated Entity, shall be considered. OR Whether only the capital expenditure incurred in the last five years of such Project(s), capitalised in last five years in the audited books of accounts of Technically Evaluated Entity, shall be considered.		appropriate QR credentials	clear in this regard and shall prevail.

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		the Technically Evaluated Entity…..".				
139	RFP	Clause 2.11 Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the Banks listed in Annexure-17. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.	Verification of issued bid bond is done by the beneficiary bank of the BPC through SFMS platform from the issuing bank of the bidder. In above regard, BPC is requested to provide following details. - Bank account detail of beneficiary along with IFSC code and Branch address Unique Identifier of the beneficiary (if applicable) (The unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/IFIN COV while transmitting verification messages to the Beneficiary Bank through SFMS).		Bidder needs information for issuance of Bid Bond	Requisite details have already been provided in the RFP document.
140	RFP	Annexure 14 (Format of the Bid Bond) Addressee details are not mentioned in the beginning of the	Addressee details to whom Bid Bond is to be addressed are not mentioned in the Bid Bond Format. It is			This is as per the SBD and amendments thereof, issued by the Ministry of Power and

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		format Annexure 14 (Format of the Bid Bond) "….In consideration of the……"	requested to mention the followings at starting of the format: Annexure 14 (Format of the Bid Bond) ***" To,*** ***Designation of officer*** ***Name of BPC*** ***Address of BPC*** In consideration of the…… "			hence, no change is envisaged.
141	RFP	Clause 1.6.2.2 – The details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project shall be handed over to the TSP on an as-is-where-is basis, so that it may take further actions to obtain **Consents, Clearances and Permits**	BPC to get the **GST registration and GST TAN** registration in the name of SPV in the State of Project execution where supply of Goods and Services shall take place.		For immediate commencement of execution of work by the SPV upon acquisition by the successful bidder.	BPC will complete its responsibilities as listed in the RFP documents. Please also refer to Clause 1.6 & 2.5.7 of the RFP document.
142	SPA	Clause 1.2 (i) "Acquisition Price" shall mean INR (Rupees	As per clause 1.2 (i) of the Share Purchase agreement, BPC is required to provide		Audited financial statement is required for accounting in the books of successful bidder to ascertain	Provisions of SPA shall prevail.

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		only) [Insert the value of the Acquisition Price, both in figures and in words respectively], which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the **audited accounts of the Company** as on the Closing Date;	audited financial statement as on the closing date for adjustment, if any, in regard to aggregate consideration for acquisition of the SPV. It is requested to BPC to furnish **audited financial statement within 15 days** of the closing date.		acquisition price on closing date. An undertaking that the audited financial statements shall be provided within 15 days from the closing date may be furnished by BPC for making the payment of acquisition price by successful bidder.	
143	ANNEXURE 3 - FORMAT FOR EVIDENCE OF AUTHORIZE D SIGNATORY 'S AUTHORITY	…Know all men by these presents, We ……..…… ……..(**name and address of the registered office of the Bidder**…	As per the format of Power of Attorney, the bidder is required to mention the name and registered office of the bidder. In case corporate office of the bidder is in different state than that of its registered office, can the bidder execute the Power of Attorney in the state of its corporate office?		For clarity and simplification of bidding process	PoA will be given on stamp paper of the State where the person is executing it and getting it notarized. Since corporate office is generally the functional office of the company, Bidder can execute the PoA in the state of its corporate office if that is the seat of the Principal executing the PoA.
144	Clause No. 2.5, Section	2.5 The Bidding Process		2.5 The Bidding Process	As per revised Standard Bidding	This is as per the SBD and amendments

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	– II of RFP Documents	… … … The initial period for conducting the e-reverse bidding should be 2 hours which will be extended by **30 minutes** from the last received bid time, if the bid is received during the last **30 minutes** of the scheduled or extended bid time. Subsequently, it will be extended again by **30 minutes** from the latest received bid time. … … …		…. …. The initial period for conducting the e- reverse bidding should be 2 hours which will be extended by **15 minutes** from the last received bid time, if the bid is received during the last **15minutes** of the scheduled or extended bid time. Subsequently, it will be extended again by **15 minutes** from the latest received bid time. **In case e-Reverse Bidding is not completed by 20:00 Hrs (IST), then the e-Reverse Bidding shall**	Documents, the bidders are required to quote single annual Transmission Charge from the date of SCOD of the project till expiry date in initial bid and in the e-RA. During e-RA, the initial time period for e- RA is 2 hours with extension of 30 minutes from last bid. In this regard, it is submitted that the bidder is required to quote single number as annual transmission charges. Further, there is option for automatic reduction in e-RA portal. Therefore, the extension of 30 minutes from last bid submission may be	thereof, issued by the Ministry of Power. hence, no change is envisaged.

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				be paused and will resume on the next working day at 10:00 Hrs (IST). **The prevailing** **L1 bidder at the time of pause on the previous day shall continue to be the L1 bidder at resumption of e- Reverse Auction. On resuming, the e-Reverse Bidding shall conducted for 60 minutes, which will be extended by 15 minutes from the last received bid time, if the bid is received during the last 15minutes. Subsequently, it will be extended**	reduced to 15 minutes. Further, in case the bidding extends beyond office hours, the e-RA may be paused and resumed on the next working day as being followed by major eps providers including Mjunction etc.	

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				again by 15 minutes from the latest received bid time. **The above shall continue till the e-Reverse Bidding gets concluded.** …. ….		
145	RFP	1.5 The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of ….. [insert name of SPV] along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.	RfP bid submission shall be scheduled accordingly.		For preparation and submission of RfP Bid on time.	Noted

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146	RFP	**a. Clarifications and Pre-Bid Meeting** **2.3.1** The Bidders may seek clarifications or suggest amendments to the RFP by sending an email to the BPC at the email id indicated in Clause 2.14 within the date and time RFP for Selection of Bidder as Transmission Service Provider mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per Annexure – 19.	The response for clarifications sought by prospective bidders shall be provided at least 2 weeks prior to bid deadline, so that price implications, if any, can be accounted for in the RfP bid.		For preparation and submission of RfP Bid on time.	Timelines as specified in the RFP Document shall prevail.
147	RFP	**2.5 The Bidding Process** The entire bidding process shall be conducted on electronic bidding platform created by **MSTC Limited**.	The event of Bid Submission shall be kept live on the MSTC portal at least 1 week prior to bid deadline.		For preparation and submission of RfP Bid on time.	Sufficient time shall be given to the bidders after creation of event on the MSTC portal.
148	Transmission Service Agreement	Page 3	Is the TSA required to be signed with each LTTSU? Also, what would be the CPG that will be required to be	We suggest that the TSA should be signed between the TSP and STU	The suggested amendment is in line with the prevalent practice for Intra State TBCB schemes	Provisions of RFP & TSA are amply clear and shall prevail.

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			issued in favour of each LLTSU?	because of the following reasons: 1) It is being done in Odisha for Intra-State TBCB bids. 2) Regulation 86 of the MERC MYT regulations, 2024 state **"It is the STU** which shall raise monthly bill for Intra state transmission charges on every TSU, and all TSUs shall ensure timely payment of transmission tariff to STU so as **to enable the STU to make timely settlement of claims raised**	as well as MERC MYT regulations, 2024 and safeguards the interest of the TSP. Such amendment will also encourage competition.	

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				by Transmission licensees." This is similar to the ISTS schemes wherein the CTU is raising bills to the DICs and reimbursing the charges to the ISTS licensees, and CTU is the nodal agency entering into the TSA with the TSPs. Also, **neither the TSA for the subject transmission scheme nor does the MERC MYT regulations, 2024 specify any mechanism between the**		

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				TBCB TSP and the LTTSU regarding the billing of transmission charges. But since STU has been delegated the power under these regulations, hence the TSA should be signed between the TSP and STU.		
149		**Page 11 Definitions** **"MERC MYT Regulations"** shall mean Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024, as amended from time to time	**MERC MYT regulations, 2024 state that:** 1) **Regulation 78: Capital Investment Plan -** The Transmission Licensee shall submit a detailed capital investment plan, financing plan and physical targets for each year of the Control Period for strengthening and augmentation of the intra-State transmission system of		As per NEP Vol II Transmission issued by the Ministry of Power in October 2024, KVTL is the only Intra-state scheme in Maharashtra which has been implemented through TBCB mode. Is it complying with both the regulations, since the term control period is usually applicable to RTM licensees?	Kindly refer Clause 2.5.7 of the RFP Document.

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			the Transmission Licensee. 2) **Regulation 83.1**: The aggregate of the yearly revenue requirement for all Transmission Licensees shall form the "Total Transmission System Cost" (TTSC) of the Intra-State transmission system, to be recovered from the Transmission System Users (TSUs) for the respective year of the Control Period, in accordance with the following Formula ……. Provided that in case of transmission system projects undertaken in accordance with the Guidelines for competitive bidding for transmission under Section 63 of the Act, the Aggregate Revenue Requirement as per the annual		Further, Regulation 82 and 83.1 mentions ARR for projects implemented through TBCB mode. However, ARR is not sought by the TSPs of projects bid under section 63 of the act, it is the annual transmission charges which is being paid to them.	

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			Transmission Service Charges (TSC) quoted by such projects, shall be considered, for aggregation under the TTSC. Will Regulations 78, 82 (income from other businesses) and 83.1 be applicable to Transmission Licensees selected through TBCB mode?			
150		**Article 10: Billing & Payment of transmission charges**	Clause 10.1 refers **solely** to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024. However, 1) **Billing & Payment of Transmission Charges: "Bill, as per the TSA,** is defined as any bill raised by the STU on the LTTSUs to recover the Intra State Transmission Charges pursuant to the MERC MYT Regulations. **Regulation 86 of the MERC MYT regulations, 2024**	May kindly consider amending the Article 10 of the TSA such that it is in line with the **Article 10 of standard implementation and service agreement for development and operation of intra-state transmission system** for transmission of electricity through tariff based	In the past 2-3 years, **states including Uttar Pradesh, Madhya Pradesh and Odisha have either implemented or issued RFPs for implementation of several intra state transmission schemes through TBCB** mode. **The TSAs** of these projects have been **modelled after the SBD ISA for intra-state schemes issued by CEA in 2017**.	Kindly refer Clause 2.5.7 of the RFP Document.

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			state that it is the responsibility of the STU to raise monthly charges on every TSU, and subsequently settle the claims raised by the TSP. However, **there is no mechanism specified in the aforementioned regulations or the TSA pertaining to raising of the bill by the TSP to STU or the LTTSUs.** 2) Further, the aforementioned **regulations also do not elaborate** the details of how the payments received from the LTTSUs shall be disbursed to the TSP by STU. Hence clarification is sought on the following queries:	competitive bidding issued by CEA on 23 April 2017.	These TSAs have clearly defined the mechanism of billing and payment of transmission charges to the TSP, including the provision for raising of invoices, rebate and LPSC, **and also the payment security mechanism that exists between the TSA signing authorities**. In case of UP and MP, the TSAs have been signed with LTTCs. In case of Odisha, the TSA will be signed with the nodal agency (OPTCL /STU), and Article 10 of all such TSAs have detailed all the relevant provisions pertaining to deliver and payment of invoices,	

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			i) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the process of raising the bills by the TSP to the STU has been clearly defined. ii) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the process of disbursement of the payment received from LTTSUs by STU to the TSP has been clearly defined. Alternatively, please provide reference of any other document issued by MERC wherein the processes sought in aforementioned queries are substantiated in detail.		rebate & LPSC, and resolution of disputed bills, default in payment & annual reconciliation of transmission charges. It is to be noted that in all these TSAs, Article 10 describes the transactions happening only between the TSPs and the signing authorities, i.e., either the LTTCs or the STU. However, in case of the Intra-state transmission TBCB scheme in Maharashtra, reliance has been laid on the MERC MYT regulations, 2024 wherein it is the STU who is playing a role akin to CTUIL with respect to billing and	

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					payment of transmission charges, despite not being a party to the TSA. We therefore **request you to kindly consider amending the existing TSA** as per the SBD ISA for intra-state schemes issued by CEA in 2017, **as similar approach has been adopted by other states (UP, MP, and Odisha)** to introduce competitive bidding for Intra-state transmission schemes. Considering that Article 10 is a critical clause, especially from the purview of the TSPs. Therefore, the necessary amendment has been requested which	

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					provides the required clarity on the all the sub-clauses included under Article 10, including the payment security mechanism to the TSP	
151	TSA		Clause 10.3 refers **solely** to Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024. However, 1) **Rebate & Late Payment Surcharge:** a. **Regulation 36** of the MERC MYT Regulations, 2024 specify 1% rebate to be given to TSU on payment of bills of transmission charges, within 7 days of presentation of bill of Transmission charges, through Lthrough Letter of Credit or otherwise			Kindly refer Clause 2.5.7 of the RFP Document.

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			or through NEFT/RTGS. **However, the regulations have not elaborated upon the terms of such Letter of Credit**, such as its amount, validity, and terms & conditions pertaining to its encashment and replenishment. b. **Regulation 37** of the MERC MYT regulations, 2024 specify the delayed payment charge & interest on delayed payment of transmission charges. The regulation states that "the rate at which Delayed Payment Charge shall be payable, shall not be **higher than the rate of**			

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			Late Payment Surcharge specified in the Agreement, if any". However, the regulations have not provided any description of the Late Payment Surcharge, payable to the TSUs. Hence clarification is sought on the following queries: i) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the details of Late Payment surcharge, such as applicable rate / percentage per month, conditions of applicability, etc. are provided in detail ii) Will both delayed payment and LPSC			

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			be applicable to the defaulting LTTSU(s)? Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 detailing the same. Alternatively, please provide reference of any other document issued by MERC wherein the clarifications sought in aforementioned queries are substantiated in detail.			
152	TSA		Clause 10.4 refers to Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024 and Transmission Pricing Framework in the State of Maharashtra. However, **1) Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation:** a. The MERC MYT regulations, 2024			Kindly refer Clause 2.5.7 of the RFP Document.

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			specify the dispute resolution only with regards to the transmission system access charges (Regulation 76.8). However, **with respect to the annual transmission charges billed by the TSP, neither** the TSA**, nor** the MERC MYT regulations and Transmission Pricing Framework in the State of Maharashtra provide any description or procedure for settlement of disputed invoices/bill, default in payment by LTTSUs and any type of quarterly/annual			

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			reconciliation of the. b. Although **Regulation 37** of the MERC MYT regulations, 2024 specify the delayed payment charge & interest on delayed payment of transmission charges, **yet neither the TSA, Nor the MERC MYT regulations and Transmission Pricing Framework** in the State of Maharashtra **provide any details of the payment security mechanism for the TSP.** Hence clarification is sought on the following queries:			

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			i) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the process of **resolution of disputed invoices of annual transmission charges** is provided in detail. ii) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the details of **payment security mechanisms, for e.g. a) Letter of Credit and its terms** such as its amount, validity, and terms & conditions pertaining to its encashment and replenishment, **b) scheduling of least cost power of defaulting**			

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			LTTSU(s), etc. is provided. iii) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the process of **quarterly / annual reconciliation of monthly / supplementary bills of annual transmission charges** is provided in detail Alternatively, please provide reference of any other document issued by MERC wherein the clarifications sought in aforementioned queries are substantiated in detail.			
153		**ARTICLE: 16 Governing Law and Dispute Resolution** **16.1 Governing Law -** This Agreement shall be governed by and construed in accordance with the	May want to reconsider changing the jurisdiction to Mumbai / Maharashtra	May want to reconsider changing the jurisdiction to Mumbai / Maharashtra	In case of other Intra-state TBCB bids refered to in the previous queries (UP, MP, Odisha), the jurisdiction has been set to the courts of the	Please refer **Amendment II dated 05.05.2025.**

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		Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be **under the jurisdiction of appropriate courts in Delhi.**			state or their capital cities.	
154	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.4 Any Disputed Bill, Default in payment by Long Term Transmission System Users & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra	Article 10 i.e., Billing and payment of transmission charges is silent on parameters interalia **Payment Security Mechanism & Establishment of Letter of Credit.** In case of default in payment by LTTSU to TSP, kindly provide the detailed clauses Article 10 explicitly stating the parameters viz. **Payment Security Mechanism & Establishment of Letter of Credit** as generally being mentioned for Intra-state projects in Madhya Pradesh, Odisha etc.		To assess the risk of the project	The provisions of TSA Document are amply clear in this regard and shall prevail.
155	TSA	Clause 5.5.6 For any delay in commissioning any	BPC to clarify that whether the 10% of CPBG will be invoked		Bidder needs the information for proper estimation	The provisions of RFP Document are amply clear

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		critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.	even when such delay is caused due to FM events and without adjudication on the validity of such claims?			in this regard and shall prevail.
156	TSA	Clause 2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to STU or its successors or an agency as decided by the Government of Maharashtra at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.	BPC to clarify the following: **a.** Who will be responsible for O&M of the Project post Expiry Date till the Project is transferred as the Agreement will automatically terminate on Expiry Date? **b.** Whether the TSP will be paid for the O&M for the period post Expiry Date till the Project is transferred if the TSP will manage the O&M post Expiry Date?		Bidder needs the information for proper estimation	The transfer of all project assets along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project. All the expenditure till the transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP.
157	TSA	Clauses 4.1(f) and 4.2.1(e)	BPC to provide the definition of Arbitrators used as defined term.		Bidder needs the information for proper estimation	This is as per the SBD and amendments

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		These clauses provide assistance by Nodal Agency or TSP to the Arbitrators as required for the performance of their duties and responsibilities.				thereof, issued by the Ministry of Power
158	RFP	Request for Proposal Notification, Disclaimer This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.	We would like to mention that it would be unreasonable on the part of BPC to reject a bid without assigning any reason. Since the BPC can be construed as 'state' under the Constitution, conduct of BPC ought to have transparent and as such BPC cannot take any decision without assigning proper reason/ justification.		Bidder needs the information for proper estimation.	This is as per the SBD and amendments thereof, issued by the Ministry of Power. The provisions of RFP shall prevail.
159	TSA	5.1.4.(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a	BPC to clarify that in case no land is available for substations, switching stations, or HVDC terminal or inverter stations within a 3 Kms radius of the location proposed by the BPC in the survey report, whether the selected bidder can opt for the land beyond 3 Kms?		Bidder needs information for proper estimation.	The provisions of RFP Document are amply clear in this regard and shall prevail.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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		generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield Intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report;				
160	RFP	Definition: Conflict of Interest" A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder	It needs to be noted that this definition is vague and wide in as much as it only requires that an entity is able to have access; it is immaterial whether information was accessed or not, just the fact that a party is in a position to access information or influence bid of another party is enough. As far as this aspect is concerned, this definition should be amended.		Bidder needs the information for proper estimation.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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			This should further cover any conflict-of-interest situation between the BPC and any of the bidder.			
161	RFP	Definitions: "Bid Bond" shall mean the unconditional and irrevocable bank guarantee for Rupees Three Crore and Seventy-Four Lakh (Rs. 3.74 Crore) only, to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;	We would like to bring to your kind attention the Government's progressive decision to allow Insurance Surety bonds as a security mechanism. This was announced by the Hon'ble finance minister during the Union budget for FY-23. The Hon'ble Ministry of Road Transport & Highways has already taken a significant step by amending the bidding documents for EPC, HAM, and BOT (ToT) projects, incorporating provisions for accepting insurance surety bonds as 'Bid Security' and 'Performance Security'. Considering the capital-intensive nature of transmission projects, we request BPC to also allow submission of Insurance Surety Bonds as an alternative to Bank Guarantees as a security mechanism.			Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
162	RFP	2.12 Contract Performance Guarantee Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Nodal Agency the Contract Performance Guarantee for an amount of Rs. 9.35 Crore (Rupees Nine Crore and Thirty-Five Lakh Only)				Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
163	RFP	Clause 2.1.2 Technical requirement to be met by the Bidding Company or Lead Member of Bidding Consortium	As per the RFP Clause 2.1.2 Technical requirement, a *Technically Evaluated Entity* may be the Bidding Company or the Lead Member of a Consortium or an Affiliate or Parent of such Bidding Company or the Lead Member, as the case may be. Further the Annexure 7B of the RFP documents states *"We certify that M/s. …….. (Insert name of Technically Evaluated* ***Entity(ies)****) have experience of development of projects in the Infrastructure sector……..."* In reference to the requirement mentioned in the above clauses for the technical qualification, we understand that a bidder can qualify by meeting the qualification requirement as stipulated in RFP clause 2.1.2 using the experience of two different / multiple affiliate companies.		As the TBCB projects are executed under the SPV mode, it is presumed that combined experience of different SPVs (subsidiaries) / affiliates to the bidders can be used for meeting the qualification requirement as stipulated in the RFP documents.	The provisions of RFP Document are amply clear in this regard and shall prevail.

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164	RFP	Clause 2.5.2 **Technical Bid comprising of** 19. For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance	As per RFP clause 2.1.2 (ii), "Experience in construction of project in infrastructure sector" is allowed for meeting the technical requirement by the bidders. In reference to the same, bidders need to provide the details of above experience as per *"Annexure 7D - Additional Information for verification of financial & technical capabilities of the bidders"* The Part iii, attachment 3, (a) states *"For each project listed in Attachment 2 above,* ***certificates of final acceptance and/or certificates of good operating performance duly issued by owners*** *for the project and the same shall be certified as true by authorized signatory of the Bidding Company or the Lead Member of Consortium). In case the project listed in Attachment 2 is under BOOT / DBFOT mechanism, the*		*Requirement of certificates of good operating performance is not applicable for EPC contracts due to the intrinsic nature of such contracts.*	The provisions of RFP Document are amply clear in this regard and shall prevail.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

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			certificates of final acceptance and/or certificates of good operating performance must be issued by the authority / independent engineer of the project as defined in the respective project agreement" Further, as per the RFP Clause 2.5.2 (19) *"For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory".* The experience in construction of infrastructure sector is obtained through Engineering, Procurement & Construction contracts (EPC Contracts) having a construction timeline and a pre-defined defect liability period. The industry wide norm for issuing the experience certificates to			

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			the EPC contractors is through issuance of completion certificates or final acceptance certificates by the contracting authorities. In reference to the above, we presume that in case of use of experience of construction (2.1.2 (ii)), we presume that submission of completion certificates or final acceptance certificates duly issued by owners of the project will sufficient and acceptable to the BPC.			
165	General	TSA & RFP	Whether the Project / Elements are covered under "*Generation linked Project*" or "*System Strengthening Project.*"			Refer Clause 1.3 of Section-1 of RfP.
166	RFP	Clause 2.15.2 Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of …….. [Insert the name of SPV], along with all its related assets and liabilities, shall also be	As per the provisions of the Indian Stamp Act, the execution of the Share Purchase Agreement ('**SPA**') and the Transmission Service Agreement ('**TSA**') should be made on the stamp papers of INR 1200 and INR 500 respectively. The relevant provisions of the		Bidder needs the information for proper estimation	Kindly refer Clause 2.5.7 of the RFP Document.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

<table>
<tr><th>Sl. No</th><th>Name of the Document</th><th>Clause No. and Existing provision</th><th>Clarification required</th><th>Suggested text for the amendment</th><th>Rationale for the Clarification or Amendment</th><th>RECPDCL Reply</th></tr>
<tr><td></td><td></td><td>borne by the Selected Bidder.</td><td>Indian Stamp Act are provided below:

<table><tr><th>Document</th><th>Stamp Paper for Execution (in INR)</th><th>Indian Stamp Act, 1899 ('Act') read with Delhi Schedule 1A ('Schedule')</th></tr><tr><td>Share Purchase Agreement</td><td>1200</td><td>Section 5 of Act read with (i) Item no. 5(b) of Schedule- sale of shares in an incorporated company: Rs. 1000/-, (ii) Item 5(c) Arbitration: Rs. 50/-, (iii) Item No. 34 Indemnity: Rs. 100/-.</td></tr><tr><td>Transmission Service Agreement</td><td>500</td><td>Section 5 of Act read with (i) Item 5(c), agreement (other): Rs. 50/-, (ii) Item No. 37, guarantee: Rs. 50/-, (iii) Item No. 34, indemnity: Rs. 100/-, and others.</td></tr></table>
BPC to confirm the amount of stamp papers on which the execution of the SPA and TSA will be made.</td><td></td><td></td><td></td></tr>
</table>

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
167	RFP	RFP, section-1, Clause 1.5, Para 3 "The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days after 35 years from COD of project failing which Government of Maharashtra shall be entitled to take over the project assets Suo moto.".	1) Please note that there is no clarity about the liability of the TSP post Transfer of asset. We request BPC to define the process of Transfer. 2) As the project is BOOT basis, we request BPC to provide Transfer Agreement for bidder's review and assessment. 3) As the project is BOOT basis, what will be the Liability of TSP in case of any Default post Transfer to STU or its successors or an agency as decided by the Government of Maharashtra. 4) As per the RFP, the transfer shall be completed within 90 days after 35 years from COD of project failing which STU or its successors or an agency as decided by the Government of Maharashtra shall be entitled to take over the project assets Suo moto. We request BPC to confirm whether the		Bidder needs the information for proper estimation.	1. The project assets along with substation land, right of way and clearances shall be transferred to STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability and no elaborate process is required to be laid down. Further, other issues, if any, shall be dealt as per prevailing laws & regulations. 2. Transfer Agreement, if required, may be mutually agreed between the parties at that point of time. 3. In case there is any liability due to an event that has occurred post transfer to STU or its successors or an agency

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			Project is required to be given on as is where is basis or if STU or its successors or an agency as decided by the Government of Maharashtra can ask for certain refurbishments to be done? 5) It is requested to BPC to confirm will there be an obligation of the TSP to obtain re obtain the clearance at the time of Transfer, in case of NHAI, Road, Highways etc.			as decided by the Government of Maharashtra, the same shall be dealt with as per prevailing laws & regulations. 4. The project assets will be transferred in working condition subject to observations of STU in the examination to be carried out three (3) years prior to the expiry of the project to assess the need of upgradation of the system or renovation and modernization of the existing system. 5. Please refer to the definition of "Project Assets" in this regard which is amply clear and shall prevail.
168	RFP	Pre Award Integrity Pact: Clause 3.3 provides that "The Bidder shall disclose the name and address of agents and	BPC is requested to clarify the rationale for having this clause? We understand that The Bidder is free to engage any consultant as long as		Bidder needs the information for proper estimation	This is as per the SBD and amendments thereof, issued by the Ministry of Power. The

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		representatives and Indian Bidder shall disclose their foreign principals or associates". Clause 3.4 states that "The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid".	it is under the purview of applicable law.			provisions of RFP shall prevail.
169	RFP	22 – FORMAT FOR AFFIDAVIT	We would like to mention that with reference to the RFP Clause 2.1.9 Bidders shall confirm a notarized affidavit as per Annexure 22. Please note for large conglomerates signing on behalf of all the affiliates can run into hundreds of numbers and different geographies, is practically impossible. We request you to allow Annexure-22 to be signed by the Authorized signatory of the Bidding company on behalf of Bidding entity only.		Bidder needs the information for proper estimation	The declaration and details with respect to Clause 2.1.9 of RFP is to be provided by the bidding company including Affiliate / Parent company of the Bidding company being used for meeting financial / technical qualification requirements as per Annexure 22 of the RFP document. The signing of the format has to be done as per provisions of RFP Document.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
170	RFP/ Annexure no. 15- format for Contract Performance Guarantee	Annexure no. 15- format for Contract Performance Guarantee/ Last Para Notwithstanding anything ……. (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by…… [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV].	Kindly note that the Government banks are not issuing the contract Performance Guarantee. We request BPC to modify the last Para of the Performance Guarantee format as highlighted in red font below: Notwithstanding anything ……. (365) days thereafter. This BANK GUARANTEE ~~shall~~ may be extended from time to time for such period, as may be desired by…… [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV and …… [Insert name of the Bank].		Bidder needs the information for proper estimation	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
171	TSA	TSA ARTICLE: 1 Definitions and Interpretations "Independent Engineer" shall mean an agency/ company, appointed by Long Term Transmission System User in accordance with the Guidelines for	We understand that as the Independent Engineer to be appointed by Long Term Transmission System User, the fee and charges of the Independent Engineer shall be paid by Long Term Transmission System User and TSP does not have to consider		Bidder needs the information for proper estimation	Provisions of the TSA are amply clear in this regard and shall prevail.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Encouraging Competition in Development of Transmission Projects TSA ARTICLE: 18 18.3 Remuneration of Independent Engineer	any fee and charges of the Independent Engineer in its bid.			
172	TSA	**TSA ARTICLE: 11** Clause no. 11.4.1 …… (g) Any error or omission in the survey report provided by BPC during the bidding process	We request BPC to remove the point no g from the Force Majeure Exclusions.		Bidder needs the information for proper estimation.	This is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
173	TSA	As per TSA, **1.** Scheduled COD of each transmission Element: 18 months from the date of Effective Date **2.** The Definition of Month: "Month" shall mean a period of thirty (30) days from (and excluding) the date of the event;	BPC to confirm the following: **a.** The Schedule COD for the Project is 18 Months from Effective Date and since the Month is used as defined term, therefore, the 18 Month for the Project will be calculated based on 30 days in each month? For example: If the Effective Date is 01-04-2025 then		Bidder needs the information for proper estimation	Provision of the TSA document are amply clear and shall prevail.

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			SCOD will be 31-09-2026. **b.** The Schedule COD for each transmission Element is 18 months from Effective Date and month has not been used as defined term, therefore 18 months will be calculated on the month to month basis? For example: If the Effective Date is 01-04 2025, then SCOD will be 01-09-2026.			
174	TSA	**TSA ARTICLE: 8** **8.2 Target availability** The Target Availability of each Element and the Project shall be 98%.	As per previous TSA, target availability was at project level not for each element. We request BPC to maintain target availability at Project level only.		Bidder needs the information for proper estimation.	Valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2 e) of TSA.
175	TSA	**TSA ARTICLE: 3** **Clause No. 3.3.4** Provided, that due to the provisions of this Article 3.3.4, any	What is the rationale for only IDC recovery and no other expenditure like project cost overrun (such as overheads & price		Bidder needs the information for billing purpose.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and

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		increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.	variation etc.)			hence, no change is envisaged.
176	TSA	**TSA ARTICLE: 6** **Clause no. 6.1.1** The TSP shall give the RLDC(s), CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the	BPC is requested to clarify in case of preponement of COD, whether the agreement will be effective for a period of 35 years from the date of such COD, or will there be extra period that will be granted to		Bidder needs the information for proper estimation.	Provisions of the TSA are amply clear in this regard and shall prevail.

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		date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Long Term Transmission System User.	TSP as an incentive for declaring the commissioning earlier than the SCOD?			
177	TSA	**Schedule 2** The payment of Transmission The payment of Transmission Charges for any Element, irrespective of its successful commissioning on or before its Scheduled COD, shall only be considered after successful commissioning of the Element(s), which are pre-required for declaring the	BPC is requested to clarify that in case an element is successfully commissioned and is put to use/power flows, but the pre-required element is not successfully commissioned. Will TSP be eligible for getting Tariff?		Bidder needs the information for proper estimation.	The provisions of TSA are amply clear in this regard and shall prevail.

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		commercial operation of such Element as mentioned in the above table.				
178	TSA	**TSA ARTICLE: 13 Clause no.13.7 Termination Payment -** If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long Term Transmission System User's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Long Term Transmission System Users shall take over the Project Assets.	As there is no mechanism for termination payment. We request BPC to provide the mechanism for compensating the cost incurred by the TSP for construction of asset, in case of non-requirement of any element during construction stage.		Bidder needs the information for proper estimation.	Provisions of the TSA are amply clear in this regard and shall prevail.
179	TSA	**TSA ARTICLE: 12 Payment on account of Change in Law 12.4.1** The payment for	BPC is requested to provide the format and timeline for submission of sperate bill of separate bill for settlement of CIL		Bidder needs the information for proper estimation.	The provisions of TSA are amply clear in this regard.

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		Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Long Term Transmission System User after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.	events?			
180	RFP	RFP, Clause 1.6. Clause no. 1.6.1.5 – **Scope of Transmission Service Provider** The TSP shall seek approval under Section 164 of Electricity Act, from Government of Maharashtra after acquisition of …….. [Insert the name of SPV]. The approval shall be granted by Government of	We request BPC to confirm the timelines within which the Government of Maharashtra shall grant the section 164 to the TSP. Further, in case of delay in grant of section 164 approval beyond the specified days by Government of Maharashtra, will this qualify as Force Majeure (FM) event under TSA, and we can get relief as per TSA.		Bidder needs the information for proper estimation	This is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Maharashtra upon receipt of application (complete in all aspects).				
181	TSA	**Schedule: 10** **Name of the Long-Term Transmission Customer** *Likely to change in MYT Order to be issued by MERC	We request you to provide the updated list of the Long-Term Transmission Customers.		Bidder needs the information for proper estimation	Please refer Schedule 10 of TSA.
182	TSA	**Supplementary Agreement**" shall mean the agreement as annexed hereto in Schedule 11 of this Agreement; Definition of LTTSUs ""Long Term Transmission System User" or "LTTSU" shall have the meaning as described in MERC (Transmission Open Access) Regulations, 2016 as amended from time to time, and for the purpose of this Project, shall refer to the entities listed in Schedule 10 of this Agreement or any such other person who executes a	BPC is requested to provide details of Lead Long Term Transmission System Users who are to sign supplementary agreement along with details of "**Lead Long Term Transmission System User**"		Bidder needs information for proper estimation.	Please refer Schedule 10 of TSA

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		Supplementary Agreement for availing transmission service as per the provisions of the TSA;				
183	RFP	Survey Report	We understand that, the LILO point coordinates are the final coordinates as provided by BPC in the survey report and their shall be no change during the execution stage. BPC to confirm. In case of any change in the LILO point coordinates during construction phase that shall increase the line length, shall be considered under change in law as per the provision of RFP document.		Exact LILO point details are required for making proper bid estimation and line orientations.	The LILO/tower tapping points provided in the survey report is indicative in nature. Further, the LILO/tower tapping points for LILO lines are to be finalized in coordination with the owner of the transmission line and under intimation to STU. Bidder may also visit the site and acquaint themselves with the site conditions. Further, please refer clause No 2.5.7 of RFP Document.
184	RFP document	Survey Report	Please share the tower Type +Tower schedule, Plan profile and existing Conductor + OPGW details of span existing of all Line		Clarification required for better understanding of scope and cost estimation.	The survey report has been issued to the bidders which includes one suggested route with approximate route length etc. However, bidders

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			as Below for LILO arrangement: - 1) 400 kV LILO on Tarapur-Kudus II D/c line 2) 220 kV LILO on Boisar-Borivali S / c line 3) 220 kV LILO on Dahanu-Ghodbunder D/c line 4) 220 kV LILO on Dahanu-Versova S/c line Kindly clarify in KMZ file shared, 220kV Borivali Boisar is on Multi ckt tower whereas survey report it is mentioned that 220kV Boisar Borivali is on single ckt line			shall finalize the route after detailed survey considering the requirement of RFP and CEA regulations. For any further details, Bidder may visit the site. Please refer Clause No. 2.5.7 of RFP Document.
185	RFP document	General Internal Due Diligence	Please share the existing Line length of 1) 400 kV LILO on Tarapur-Kudus II D/c line 2) 220 kV LILO on Boisar-Borivali S / c line 3) 220 kV LILO on Dahanu-Ghodbunder D/c line 220 kV LILO on Dahanu-		Required for correct estimation of scope of work	The survey report has been issued to the bidders which includes one suggested route with approximate route length etc. However, bidders shall finalize the route after detailed survey considering the requirement of

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			Versova S/c line			RFP and CEA regulations. For any further details, Bidder may visit the site. Please refer Clause No. 2.5.7 of RFP Document.
186	RFP	Scope of work	Since there are multiple stations having similar name in the nearby locality, request BPC to confirm the ownership of the existing substations & provide exact locations of all stations viz. Tarapur (CTU), Kudus-II, Boisar (MSETCL), Ghodabandar (AEML-T), Dahanu (AEML-T), Versova (AEML-T). The MSETCL, AEML, PowerGrid substations have similar names.		Required for correct estimation of scope of work.	The survey report has been issued to the bidders which includes one suggested route with approximate route length etc. However, bidders shall finalize the route after detailed survey considering the requirement of RFP and CEA regulations. For any further details, Bidder may visit the site. Please refer Clause No. 2.5.7 of RFP Document.
187	TSA & MYT Regulation	**Payment Security Mechanism**	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't specify any		Bidder needs information for proper estimation.	Please refer Clause 2.5.7 of RFP Document.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			clause regarding the payment security mechanism in MYT. Therefore, we request you to kindly provide the applicable clause regarding the payment security mechanism in MYT Regulations 2024.			
188	TSA & MYT Regulation	**Payment Security Mechanism**	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't specify any clause regarding the payment security mechanism in MYT. In view of the above, do we need to adopt the payment security mechanism for this project as adopted by MSEDCL by Transmission Open Access regulation? Further, what are the next steps if a beneficiary defaults in payments, how the TSPs payment can be secured?		Bidder needs information for proper estimation.	The provisions of RFP Document are amply clear in this regard and shall prevail.

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Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply

Annexure A

	220 kV Dahanu – Ghodbunder D/C line	220 kV Dahanu – Versova S/C line	220 kV Boisar – Versova S/C line	220 kV Boisar – Borivali S/C line
Availability of OPGW (Yes/No)	Yes (Line with OPGW)	Yes (Line with OPGW)	Yes (Line with OPGW)	Yes (Line with OPGW)
Make and Model of the FOTE equipment	ABB FOX515 at both ends of the line	ABB FOX515 at both ends of the line	ABB FOX515 at both ends of the line	Not available
Details of the existing PLCC	No PLCC equipment is installed on the line	No PLCC equipment is installed on the line	No PLCC equipment is installed on the line	Make-CG; Tx/Rx Freq.: 344/336UL, Twin Channel
Conductor Details				
i. Type	AAAC ZEBRA (525 sq.mm.)	AAAC ZEBRA (525 sq.mm.)	AAAC ZEBRA (525 sq.mm.)	AAAC ZEBRA (525 sq.mm.)
ii. Technical specification				
a. Dia	28.710 mm	28.710 mm	28.710 mm	28.710 mm
b. Area	487.500 sq.mm.	487.500 sq.mm.	487.500 sq.mm.	487.500 sq.mm.
c. Weight	1.3450KG/M	1.3450KG/M	1.3450KG/M	1.3450KG/M
d. UTS	13150.000KG	13150.000KG	13150.000KG	13150.000KG
iii.Ampacity	750 A	750 A	750 A	750 A

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Provisions</th><th>New / Revised Provisions</th></tr>
<tr><td>1.</td><td>Scope of the Transmission Scheme RFP & TSA</td><td>
<table>
<tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1.</td><td>Establishment of 3x500 MVA, 400/220 kV ICT Velgaon S/s (GIS)
……</td><td rowspan="6"><u>18 months</u></td></tr>
<tr><td>2.</td><td>…</td></tr>
<tr><td>3.</td><td>…</td></tr>
<tr><td>4.</td><td>…</td></tr>
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<tr><td>6.</td><td>220 kV LILO on Boisar- Versova S/C line at Velgaon GIS</td></tr>
</table>
</td></tr>
<tr><td>2.</td><td>Clause 2.6 of RFP</td><td>
2.6 Project Schedule

2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;
<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>Establishment of 3x500 MVA, 400/220 kV</td><td><u>18 Months</u></td><td>100%</td><td>All Elements are required to</td></tr>
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2.6 Project Schedule

2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;
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Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		<table><tr><td></td><td>ICT Velgaon S/s (GIS)</td><td></td><td></td><td>be commissioned simultaneously as their utilization is dependent on commissioning of each other.</td></tr><tr><td>2.</td><td>…..</td><td></td><td></td><td></td></tr><tr><td>3.</td><td>…</td><td></td><td></td><td></td></tr><tr><td>4.</td><td>…</td><td></td><td></td><td></td></tr><tr><td>5.</td><td>…</td><td></td><td></td><td></td></tr><tr><td>6.</td><td>220 kV LILO on Boisar-Versova S/ C line at Velgaon GIS</td><td></td><td></td><td></td></tr></table> … Scheduled COD for overall Project: **18 Months** from Effective Date.	<table><tr><td></td><td>ICT Velgaon S/s (GIS)</td><td></td><td></td><td>be commissioned simultaneously as their utilization is dependent on commissioning of each other.</td></tr><tr><td>2.</td><td>…..</td><td></td><td></td><td></td></tr><tr><td>3.</td><td>…</td><td></td><td></td><td></td></tr><tr><td>4.</td><td>…</td><td></td><td></td><td></td></tr><tr><td>5.</td><td>…</td><td></td><td></td><td></td></tr><tr><td>6.</td><td>220 kV LILO on Boisar-Versova S/ C line at Velgaon GIS</td><td></td><td></td><td></td></tr></table> … Scheduled COD for overall Project: **24 Months** from Effective Date.
3.	Format 1 of Annexure 8 of RFP	**Format 1: Bidders' Undertakings** ….. 1. 2. … 8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:	**Format 1: Bidders' Undertakings** ….. 1. 2. … 8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process

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Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Provisions</th><th>New / Revised Provisions</th></tr>
<tr><td>4.</td><td>Schedule: 2 of TSA</td><td>
<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
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Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		Scheduled COD for the Project is: **18 months** from Effective Date	Scheduled COD for the Project is: **24 months** from Effective Date
5.	Clause 6.3.1 of TSA	6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s)…… a…….. b…….. c……. Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.	6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s)…… a…….. b…….. c……. Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred. **For the avoidance of doubt, it is specified that the charges payable under this Article 6.3.1 shall be paid by the Long Term Transmission Customer(s) in proportion to their then Allocated Project Capacity.**
6.	Clause 14.2.1 of TSA	(a) The TSP shall, subject to the Long Term Transmission System User's compliance with Article 14.2.1 (b), indemnify….. (b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the Long Term Transmission System Users shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission System Users of all actions taken in such proceedings or claims.	(a) The TSP shall, subject to the Long Term Transmission System User's compliance with Article 14.2.1 (b), indemnify….. (b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the **Lead** Long Term Transmission System User shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission System Users of all actions taken in such proceedings or claims.

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		(c) If the TSP fails to notify the Long Term Transmission System Users within twenty-eight (28) days after receipt of such notice from the Long Term Transmission System Users under Article 14.2.1(b) above, …….	(c) If the TSP fails to notify the **Lead** Long Term Transmission System User within twenty-eight (28) days after receipt of such notice from the Long Term Transmission System Users under Article 14.2.1(b) above, …….
7.	Clause 14.2.2 of TSA	(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall …… (b) …….. (c) If the Lead Long Term Transmission System User fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission System Users. Unless the Long Term Transmission System Users has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim. (d) The TSP shall, at the **Lead** Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.	(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall …… (b) …….. (c) If the Lead Long Term Transmission System User fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission System Users. Unless the **Lead** Long Term Transmission System User has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim. (d) The TSP shall, at the Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.
8.	Clause 18.1 of TSA	The Long Term Transmission System Users shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.	The **Lead** Long Term Transmission System User shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
9.	Clause 18.3 of TSA	The fee and charges of the Independent Engineer shall be paid by the Long Term Transmission System Users as per terms & conditions of appointment.	The fee and charges of the Independent Engineer shall be paid by the **Lead** Long Term Transmission System User as per terms & conditions of appointment.
10.	Clause 18.4.1 and 18.4.2 of TSA	18.4.1 The Long Term Transmission System Users may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer. 18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Long Term Transmission System User sand seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Long Term Transmission System Users shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Long Term Transmission System Users is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Long Term Transmission System Users shall appoint forthwith another Independent Engineer.	18.4.1 The **Lead** Long Term Transmission System User may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer. 18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the **Lead** Long Term Transmission System User sand seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the **Lead** Long Term Transmission System User shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of **Lead** Long Term Transmission System User is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the **Lead** Long Term Transmission System User shall appoint forthwith another Independent Engineer.
11.	Clause 18.5 and of TSA	The Long Term Transmission System Users shall require the Independent Engineer to designate and notify to the Long Term Transmission System Users up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.	The **Lead** Long Term Transmission System User shall require the Independent Engineer to designate and notify to the **Lead** Long Term Transmission System User up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
12.	Clause 19.1 of TSA	19.1.1 The Long Term Transmission System Users hereby appoint and authorise "**Lead LTTSU Name"** (hereinafter referred to as the "Lead Long Term Transmission System User") to represent all the Long Term Transmission System Users for discharging the rights and obligations of the Long…….. 19.1.2 The Long Term Transmission System Users hereby also appoint and authorise "**2nd Lead LTTSU Name**" (hereinafter referred to as the "Alternate Lead Long Term Transmission System User"), to act as Lead Long Term Transmission System User as per the provisions of this Article 19.1.2, on the occurrence …. It is clarified that all decisions taken by the "**Lead LTTSU Name**" appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission System User before such change, shall continue to be valid, in accordance with this Agreement. 19.1.3 In the event of "**2nd Lead LTTSU Name**" becoming the Lead Long Term Transmission System User as per Article 19.1.2, all the Long Term Transmission System Users shall also appoint any of Long Term Transmission System Users, other than "**Lead LTTSU Name**", appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission System User and thereafter the provisions of Article 19.1.2 shall be applicable.	19.1.1 The Long Term Transmission System Users hereby appoint and authorise **"Maharashtra State Electricity Distribution Company Limited**" (hereinafter referred to as the "Lead Long Term Transmission System User") to represent all the Long Term Transmission System Users for discharging the rights and obligations of the Long……. 19.1.2 The Long Term Transmission System Users hereby also appoint and authorise "**Adani Electricity Mumbai Limited – Distribution**" (hereinafter referred to as the "Alternate Lead Long Term Transmission System User"), to act as Lead Long Term Transmission System User as per the provisions of this Article 19.1.2, on the occurrence …. It is clarified that all decisions taken by the "**Maharashtra State Electricity Distribution Company Limited**" appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission System User before such change, shall continue to be valid, in accordance with this Agreement. 19.1.3 In the event of "**Adani Electricity Mumbai Limited – Distribution**" becoming the Lead Long Term Transmission System User as per Article 19.1.2, all the Long Term Transmission System Users shall also appoint any of Long Term Transmission System Users, other than "**Maharashtra State Electricity Distribution Company Limited**", appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission System User and thereafter the provisions of Article 19.1.2 shall be applicable.
13.	Clause 19.2 of TSA	19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Long Term Transmission System Users would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required	19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the **Lead** Long Term Transmission System User would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required

Amendment-IV dated 14.05.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider to establish transmission system for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing/New Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1.</td><td>2.7.1 of RFP</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1600 hours (IST) on <u>16.05.2025</u>. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1600 hours (IST) on <u>02.06.2025</u>. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.</td></tr>
<tr><td>2.</td><td>2.7.2 of RFP</td><td>Important timelines are mentioned below:
<table>
<tr><th>Date</th><th>Event</th></tr>
<tr><td><u>16.05.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr>
<tr><td><u>16.05.2025</u></td><td>Opening of Technical Bid</td></tr>
<tr><td><u>26.05.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr>
<tr><td><u>27.05.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr>
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Opening of Envelope (Technical Bid): 1630 hours (IST) on <u>16.05.2025</u>
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Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1630 hours (IST) on <u>27.05.2025</u> in the office of CEA.</td><td>…….

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Amendment-V dated 19.05.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider to establish transmission system for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

<table>
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<tr><td>1.</td><td>Clause no. B.1.2 ix) of RFP & TSA documents</td><td>ix) 400/220 kV Velgaon S/s (GIS)

400 kV bay configurations (one and half breaker scheme) shall be as follows:

<table>
<tr><th>Configuration</th><th>Numbers</th></tr>
<tr><td>…..</td><td>…..</td></tr>
<tr><td>…</td><td>…</td></tr>
<tr><td>Space for Future ICT* - Tie- Future Line*</td><td><u>2 (one)</u></td></tr>
</table>

220 kV bay configurations (double main bus scheme) shall be as follows:

<table>
<tr><th>Configuration</th><th>Numbers</th></tr>
<tr><td>ICT (220 kV side of 400/220 kV ICT)</td><td>3 (<u>four</u>)</td></tr>
<tr><td>…..</td><td>…</td></tr>
</table>
</td><td>ix) 400/220 kV Velgaon S/s (GIS)

400 kV bay configurations (one and half breaker scheme) shall be as follows:

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</table>

220 kV bay configurations (double main bus scheme) shall be as follows:

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<tr><td>…..</td><td>…</td></tr>
</table>
</td></tr>
</table>

385

Additional Clarifications dated 19.05.2025 on the RFP for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
1	RFP Clarification 05.05.25	Sr No 5 & 6 Space provision of Future GIS to be considered in exiting GIS Hall.	Space provision vary from OEM to OEM, So keeping space may not suffice the future requirement if OEM is different. Further as 400kV ICT and Sectionalizer bay also to be considered for space provision in exiting GIS Hall, BPC requested to look into the requirement again.	GIS hall having space for present scope. Space for future GIS hall to be provided by TSP		Space provision for future GIS to be considered in existing GIS Hall.
2	RFP Clarification 05.05.25	Sr No 10 & 11 For 400kV GIS 2 future bays to be considered. 400kV Future Sectionalizer scope	Wrt to provided clarification it is understood that 2 Nos of future ICT -Tie- 2 No of Future Boisar 400kV Lines with SLR to be considered. Further one no of 400kV Sectionalizer also to be considered in scope of work. BPC to confirm the understanding.			The scope is as per RFP and clarification issued • For 400 kV GIS bays future bays, 2 Nos to be considered • For 400 kV GIS future bays, one set of bus sectionaliser is to be considered
3	RFP Clarification 05.05.25	Sr No 29 & 31	BPC again requested to provide bay distribution clarity for 400kv as well as			In the scope of work the 220 kV bus configuration

Additional Clarifications dated 19.05.2025 on the RFP for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		400kV and 220kV Bay distribution wrt to present + future bays not clarified by BPC	220kV Present + Future Bays.			is considered as 2 main which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus coupler is a part of scope. In the space provision for Future Bus Sectionalizer one set of future bus sectionalizer for 400 kV and one set of future bus sectionalizer for 220 kV as mentioned in B.1.2(vii) at Page No. 137 is to be considered.
4	RFP Clarification 05.05.25	Sr No 33 The PD shall be "Online" type for continuous monitoring	As per CL B.2.3 UHF sensor in GIS to be Online or Offline type. TSP is free to choose Online or Offline. BPC to confirm the understanding.			The PD shall be online type for continuous monitoring.
5	RFP Clarification 05.05.25	Sr No 39.	As per Annexure -A,			In case of LILO arrangement, the

Additional Clarifications dated 19.05.2025 on the RFP for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		PLCC equipment for all the TL line covered under the scheme	There is no PLCC equipment at 220kV Dahanu-Godbandar D/C Line. 220kV Dahanu- Versova S/C Line 220kV Boisar-Versova S/C Line It is understood that no plcc equipment required for above line at Velgaon SS. BPC to confirm the understanding.			compatible PLCC equipment to be installed at the proposed 400/220 kV Velgaon substation and in case of direct connectivity with another existing substation the PLCC equipment to be installed at both the substation.
6	RFP Clarification 05.05.25	Sr. No. 41. Future 400kV Line Bay is designated to Boisar- II PG. and space for Switchable Line reactor is not envisaged due to small line length. BPC replied: Provision is kept for future lines and bays and it is not specific for any Line.	It is understood as 400kV Future line is identified. No Space for Line reactor to be considered by TSP. BPC to confirm the understanding,			The provision for SLR is kept for any other line which may be proposed in future.
7	RFP Clarification	Clarification sr no. 5 The Space provision needs to be considered in existing GIS for 400kV Future Bays & 220kV Future bays.	Whether TSP to construct the GIS building considering 400kV Future bays also? BPC to clarify.	It is suggested to keep the space in substation land for future bays rather than to keep the space in GIS building for future bays by present TSP.	Since the developer of future scope is not known at present and also the make of GIS module for future bays is not	The space provision needs to be considered in the existing GIS hall.

Additional Clarifications dated 19.05.2025 on the RFP for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
					known, it is better to have space provision in substation not in GIS building of present scope. Further this will bifurcate the assets between two developers which will be ideal situation for O&M aspects of individual assets. Also same is in line with ongoing various TBCB tenders.	
8	RFP & RFP Clarification	RFP -Cl.No 2 Establishment of 400/220kV Velgaon Substation (GIS) 1. Present Scope 220kV Bus sectionaliser bay-01 no. RFP Clarification-Sr.No.7, 8 & 9	RFP – One no.220kV Bus sectionaliser bay is mentioned in present scope. As per clarification, one no.220kV & 400 kV Bus sectionaliser bay to be considered in future scope only not in present scope. It is understood that 220kV Bus Sectionaliser Bay shall be part of future scope. Kindly confirm our understanding.	It is requested to correct the scope of work table under clause no.2 of RFP and issue the amended RFP. 220kV Bus sectionaliser bay under present scope to be removed & 400kV Bus Sectionaliser Bay in future scope needs to be added in Table.	400kV Bus Sectionaliser Bay in future scope is not mentioned in RFP –Scope of work table under clause no.2 of RFP.	In the scope of work the 220 kV bus configuration is considered as 2 main which consists of 220 kV Bus Coupler between 2 main bus. Hence the Bus coupler is a part of scope. In the space provision for Future Bus Sectionaliser one set of future bus sectionaliser for

Additional Clarifications dated 19.05.2025 on the RFP for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
						400 kV and one set of future bus sectionaliser for 220 kV as mentioned in B.1.2(vii) at Page No. 137, is to be considered.
9	RFP	Specific Technical requirements for Substation Cl No. B.1.1 Insulation Coordination 5.ii) Switching Impulse Withstand Voltage	Switching Impulse for 220KV is not applicable as it is mentioned as 460kVp.	It's for One Minute power frequency dry withstand voltage (rms)		All Technical specifications shall be confirming latest CEA STANDARD TECHNICAL SPECIFICATION
10	RFP clarification	RFP clarification Sr.No.33 The PD shall be the "online" type for continuous monitoring.	We understood that UHF sensor provision to be kept for PD detection, PD detection shall be either Online or Offline. Kindly confirm.	As per standard ongoing TBCB practice, it's up to the TSP discretion to select the Online PD monitoring or Offline PD monitoring.		The PD shall be online type for continuous monitoring.
11	RFP	Specific Technical requirements for Substation B.1.2 Switching Scheme Notes :- iv) In case of GIS SS where the bus scheme of One & Half breaker ----------	It is understood that said clause is applicable for Half Dia only. BPC to confirm.			The scope is as per RFP
12	RFP	Specific Technical requirements for Substation B.1.2 Switching Scheme	It is understood that said clause is not applicable for this project as there is no			Provisions shall be made for the future installation

Additional Clarifications dated 19.05.2025 on the RFP for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Notes :- v) Connection arrangement of Switchable Line Reactors shall be ----------	any Switchable Line Reactor and 1-phase Reactor in scope of TSP. BPC to confirm.			of switchable line reactors and single-phase reactors as required.
13	RFP	Specific Technical requirements for Substation B.1.2 Switching Scheme Notes :- ix) 400kV Bay Configuration shall be as follows : Space for Future ICT*-Tie-Future Line* - 2 (one)	Future provision mentioned under 400kV Bay configuration and under clause no. 1.2 , TSP scope, is not matching. BPC to clarify the future scope for 400kV (exact no of bays).	It is requested to issue the amended RFP accordingly.		Please refer **Amendment-V** in this regard
14	RFP	Specific Technical requirements for Substation B.1.2 Switching Scheme Notes :- ix) 220kV Bay Configuration ICT (220kV side of 400/220kV ICT) - 3 (Four)	220kV ICT bay shall be three nos. BPC to correct.	It is requested to issue the amended RFP accordingly.		Please refer **Amendment-V** in this regard
15	RFP	Cl No.B.2.4 Protection Relaying and control System a) Transmission Lines Protection Line Current Differential Relay at remote end.	In case of Line Current Differential relay, TSP to provide the Loose Differential relay at remote end. Remote end bay owner shall arrange for installation of relay in existing panel, supply & installation of associated power & Control cables,			The scope is as per RFP. TSP should confirm complete protection scheme is commissioned along with

Additional Clarifications dated 19.05.2025 on the RFP for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Establishment of 400/220 kV Velgaon Substation (GIS)"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			integration with existing SAS. Kindly confirm.			respective element.
16	RFP Clarification	RFP clarification Sr. no.39 and Annexure A PLCC equipment for all 220kV and 400kV lines at Velgaon end including associated CVT and WT is included in the scope of work. TSP shall be responsible for matching the specification of PLCC with existing substations.	As per Annexure A, no PLCC equipment installed in following line : - 220kV Dahanu-Godbander D/C Line, - 220kV Dahanu-Versova S/C Line - 220kV Boisar-Versova S/C Line. Do TSP to consider PLCC equipment at Velgaon GIS for mentioned 220kV lines or not?	Since PLCC equipments are not available at existing Substation for mentioned line, same is not required at Velgaon SS also.		In case of LILO arrangement, the PLCC equipment to be installed at the proposed Velgaon SS and in case of direct connectivity with another existing SS the PLCC equipment to be installed at both the SS.
17	RFP & RFP Clarification	General	BPC to provide the conductor configuration for each existing line i.e Single Zebra or Twin Zebra for 220kV and Twin Moose or Quad Moose for 400kV Line.			Please refer clarifications issued on 05.05.2025.

Amendment-VI dated 29.05.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider to establish transmission system for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

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Amendment-VII dated 11.06.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider to establish transmission system for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

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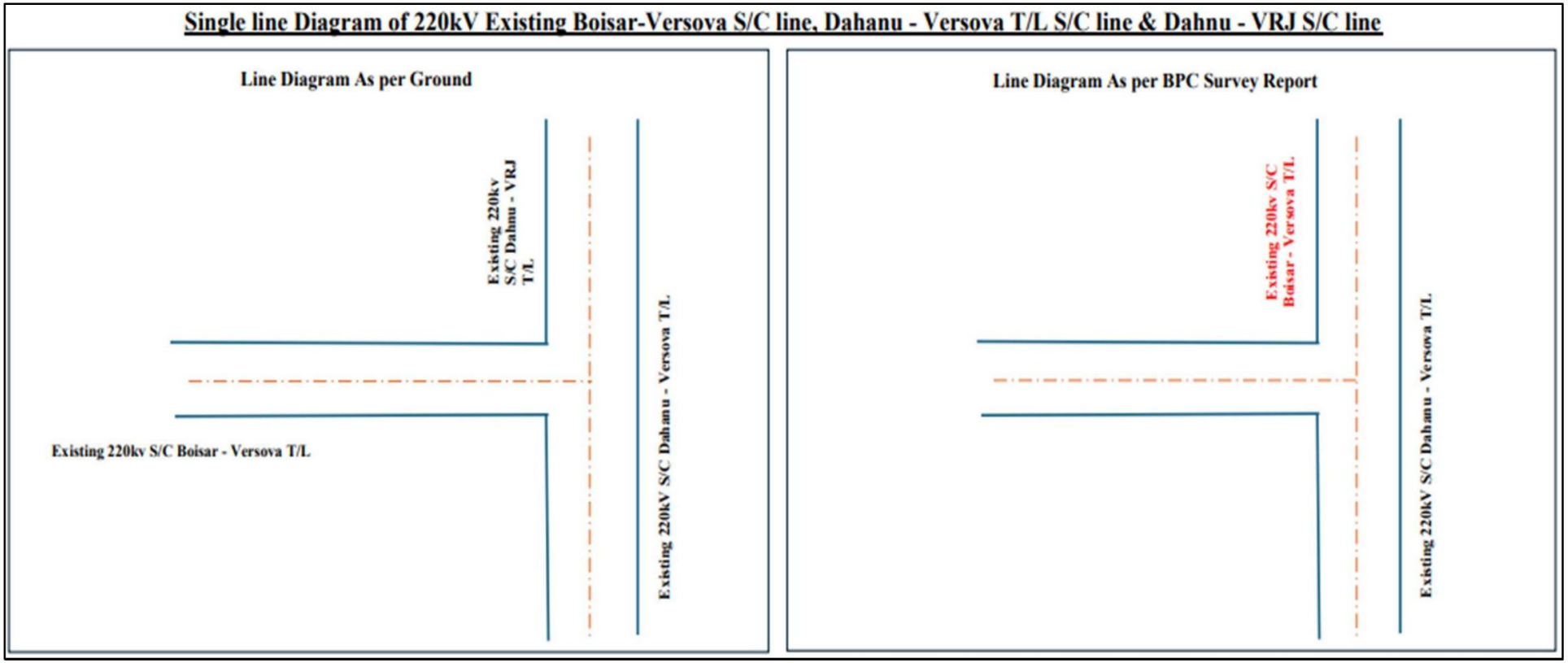
394

Additional Clarifications dated 18.06.2025 to the RFP & Project Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 400/220 kV Velgaon Substation (GIS)" through tariff based competitive bidding process.

Sr. No.	Name of the document	Clause No. and Existing provision	Clarification required	Suggested text for the Amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
1.	RFP & BPC Survey Report	**Section-1, Clause 1.2** 220 kV LILO on Boisar-Versova S/C line	As per BPC Survey Report, tapping point of Lilo 220kV S/C Dahanu-Versova T/L showing nearby proposed S/s but as per ground, the existing line name is 220kv S/C Dahnu – VRJ T/L. BPC is requested to clarify the line name as per ground. Please refer the line diagram in **Annexure – A**		Bidder needs the information for proper estimation	The route indicated in the survey report is indicative. The scope of work is as mentioned in RFP document. TSP is required to coordinate with MSETCL during execution stage for exact LILO points. Bidders are advised to also visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of the RFP

Annexure – A

Single line Diagram of 220kV Existing Boisar-Versova S/C line, Dahanu - Versova T/L S/C line & Dahnu - VRJ S/C line



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

REC Power Development

Ref. No. RECPDCL/TBCB/Intra-State/Velgaon/2024-2025/119 Date: 15.04.2025

The District Collector,
Palghar Collector Office,
Boisar Road, Kolgaon
Palghar, Maharashtra -401404

Sub: Allotment of land in respect of Velgaon Power Transmission Limited for "Construction 400/220 kV Velgaon GIS Substation" under the transmission scheme "Establishment of 400/200 kV Velgaon Substation (GIS)" to be implemented through tariff based competitive bidding process.

Dear Sir,

The Government of Maharashtra has initiated a scheme for development of Intra-State transmission system through Tariff Based Competitive Bidding process for evacuation of power from the Generating Stations, Transmission of power from pooling stations to other grid stations up to load centers and strengthening of transmission network.

In line with the above objective, The Government of Maharashtra vide its Gazette Notification No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified REC Power Development and Consultancy Limited as the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) for establishment of Intra-State transmission system "Establishment of 400/200 kV Velgaon Substation (GIS)" to be implemented through TBCB process. The preliminary survey work for the subject cited transmission scheme has been completed by RECPDCL. The process involves preliminary survey work, identification of route, identification of land for construction of substation, preparation of Survey Report, initiation of the process of land acquisition, initiation of process of seeking forest clearance (if required) and to conduct the bidding process.

The transmission scheme comprises of the following elements:

1. Establishment of 400/220 kV Velgaon Substation (GIS)
2. LILO of 400 kV on Tarapur-Kudus II D/c line at Velgaon S/s
3. LILO of 220 kV on Boisar-Borivali S/c line at Velgaon S/s
4. LILO of 220 kV on Dahanu - Ghodbunder D/c line at Velgaon S/s
5. LILO of 220 kV on Dahanu-Versova S/c line at Velgaon S/s
6. LILO of 220 kV on Boisar-Versova S/c Line at Velgaon S/s

RECPDCL has incorporated a SPV namely "**Velgaon Power Transmission Limited**" (a wholly owned subsidiary of RECPDCL). All the approvals, consents, clearances and acquisition of land for substation are to be obtained in the name of the SPV.

The **15 Acres** land is required for establishment of 400/220 kV Velgaon Substation (GIS).

Accordingly, approximately 15 Acres of land has been identified and the details of land is as follows:

21/5/2025 आवक/जावक

Corporate Office: D Block, REC World Headquarter, Plot No.I-4, Sector 29, Gurugram, Haryana - 122001.
Tel.: 0124-4441300 | E-mail: co@recpdcl.in | Website: www.recpdcl.in | CIN No. RECPDCL-U40101DL2007GOI165779

1. Village – Kukade,
2. Tehsil - Palghar,
3. District - Palghar,
4. State- Maharashtra
5. Type of Land – Private

All above information is based on the field visit and consultation with concerned Patwari. The location of substation on Toposheet and Substation site location map indicating approach road is enclosed for ready reference.

It is requested that approx. **15 Acres** of land as per the above land details and indicated Substation location over the map may kindly be considered for allotment in the name of the SPV **"Velgaon Power Transmission limited"** for establishment of 400/220 kV Velgaon (GIS) Substation in the Village of Kukade, Tehsil – Palghar, District- Palghar, Maharashtra.

It is requested that we will have to complete the necessary formalities as required to be completed by us. For the same, may please be intimated to us so as to ensure timely procedural compliance & avoid any delay during execution stage. An early action in this regard is solicited.

Thanking you,

Yours faithfully,

P. Anil
15/06/25

(Anil Kumar Perala)
Chief Manager, Tech

Enclosures:

1. Copy of Maharashtra Govt. Notification dated 12.02.2025
2. Location of substation on Toposheet.

EXHIBIT - D

VELGAON POWER TRANSMISSION LIMITED
(A wholly owned subsidiary of REC Power Development and Consultancy Limited)
Registered Office: Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003
Corporate Office: D-Block, REC World Headquarter,
Plot No. I-4, Sector-29, Gurugram, Haryana-122001
(U42202DL2025GOI445416)

Ref No.: Velgaon-PTL/InSTS/Approval/Section-68/2025-26/350 Date: 09.05.2025

The Additional Chief Secretary (Energy),
Government of Maharashtra,
Industry, Energy, Labour and Mining Department,
Madam Cama Road, Hutatma Rajguru Chowk,
Mantralaya, Mumbai – 400032.

Sub: Regarding administrative approval for laying of overhead transmission lines under section 68 of the Electricity Act 2003 from the Government for the Maharashtra Transmission Company's proposed "Establishment of 400/220 kV Velgaon Substation (GIS)" to be implemented through Tariff Based Competitive Bidding process

Respected Madam,

The Government of Maharashtra vide its GO dated 12.02.2025 (enclosed at **Annexure-1**), has appointed REC Power Development and Consultancy Limited (RECPDCL), holding company of **VELGAON POWER TRANSMISSION LIMITED,** as Bid Process Coordinator (BPC) for the purpose of selection of bidder as Transmission Service Provider (TSP) for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process. The scope of work covered under the project is as follows:

Sl. No.	Scope of the Transmission Scheme
1	**Establishment of 3x500 MVA, 400/220 kV ICT Velgaon S/s (GIS)** • 400/220 kV, 500 MVA ICT – 3 Nos. • 400 kV ICT bays – 3 Nos. • 400 kV Line bays – 4 Nos. • 220 kV ICT bays – 3 Nos. • 220 kV line bays- 10 Nos. • 125 MVAr Bus Reactor at 400 kV level – 1 No. • 220 kV Bus Sectionaliser bay -01 No. **Future Provisions: Space for** • 1x500MVA, 400/220kV ICT • 400 kV Line bays for connectivity with Boisar – II (PG) -02 Nos. • 220 kV Line bays – 04 nos. • 400kV ICT bay- 1 No. • 220kV ICT bay – 1 No • 220 kV Bus Sectionaliser bay -01 No
2	400 kV LILO on Tarapur-Kudus II D/C line at Velgaon GIS
3	220 kV LILO on Dahanu-Ghodbunder D/C line at Velgaon GIS
4	220 kV LILO on Boisar-Borivali S/C line at Velgaon GIS
5	220 kV LILO on Dahanu-Versova S/C line at Velgaon GIS
6	220 kV LILO on Boisar-Versova S/C line at Velgaon GIS

Accordingly, as per provisions of Tariff Based Competitive Bidding guidelines notified by Ministry of Power, GoI, RECPDCL has initiated the single stage Request for Proposal (RFP) process on 13.03.2025 for selection of Bidder as Transmission Service Provider for above Transmission System. Further, as per provisions of guidelines, a project specific SPV under

EXHIBIT - E

महापारेषण

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
(CIN NO U40109MH2005SGC153646)

Name of Office: Chief Engineer (State Transmission Utility)	
Office Address: Prakashganga, 4th floor / 'A' Wing, Plot C -19, E - block, BKC, Bandra (E), Mumbai: - 400051.	
☎ (022) 2659 5176 (O), (022) 2659 5175 (P)	E-Mail Id: cestu@mahatransco.in

No. MSETCL/CO/CE/STU-TBCB/REC/ No – 4521 **Date:** 19 MAY 2025

To,

Shri. S.M. Aimol, Director (PSPM), **Central Electricity Authority,** Room No: 304, 3rd Floor (North), Sewa Bhawan, R.K Puram, Sector-1, New Delhi-110066	**Shri. Girish Pantoji,** **Chief Engineer (In-charge),** **Maharashtra State Load Despatch Centre,** Thane-Belapur Rd., P.O. Airoli, Navi Mumbai – 400708
Shri. Sandip Patil, **Chief Engineer (Power Purchase),** Maharashtra State Electricity Distribution Company Ltd., Prakashgad, Plot No. G-9, Anant Kanekar Marg, Bandra (E), Mumbai – 400051	**Shri. Anil Nagendra Kalekar,** **C.G.M. (F&A-CA),** Maharashtra State Electricity Distribution Company Ltd., Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai – 400051
Shri. Mukul Agarwal, **General Manager (Tech) & HoD,** **REC Power Development & Consultancy Ltd.,** D Block, 1st Floor, REC World Headquarters, Plot No. 1–4, Sector 29, Gurgaon, Haryana – 122001	

Subject: Constitution of Bid Evaluation Committee for Intra State Transmission project through TBCB in the state of Maharahtra

Reference: MoM of 7th meeting of Empowered Committee held on 12 March, 2025

Sirs,

The Empowered Committee for execution of Transmission Projects under TBCB in its seventh meeting held on 12.03.2025 approved the constitution of the Bid Evaluation Committee for evaluating the bids of TBCB Projects as under:

1. Chief Engineer (STU) – Chairman
2. Representative from Central Electricity Authority (CEA)
3. Representative from Maharashtra Transmission Committee (MTC)-CE(SLDC)

4. Representative from Maharashtra Transmission Committee (MTC)-CE (Power Purchase), MSEDCL
5. Independent Finance Expert - CGM (F&A-CA), MSEDCL
6. Representative from BPC

Based on the above, CE (STU) requested the CEA and RECPDCL (BPC) to nominate the members for constitution of Bid Evaluation Committee. Based on the nominations received from, the Bid Evaluation Committee has been constituted for the following project for which RECPDCL is acting as BPC and RFP notification have been published:

Sr. No	Project Name
1	Network Expansion Scheme in Maharashtra for removal of Transmission Constraints in Pune Region & providing Data Centre Loads-II (Construction of 400 kV D/C Quad Transmission Line from 400 kV Jejuri to Hinjewadi)
2	Establishment of 400/220 kV Velgaon Sub-station (GIS)

The Bid Evaluation Committee for the above projects is as follows:

1. Chief Engineer (STU) – Chairman
2. Shri. S.M. Aimol, Director (PSPM) - CEA
3. Chief Engineer - SLDC
4. Chief Engineer (Power Purchase) - MSEDCL
5. Chief General Manager (F&A-CA) - MSEDCL
6. Shri. Mukul Agarwal, General Manager (Tech) & HoD - RECPDCL

The meeting of the Bid Evaluation Committee for the above project will be convened once bids are received to undertake the evaluation of bids submitted in response to the RFP.

Thanking you,

Your's faithfully,

(Peeyush Sharma)
Chief Engineer – Maharashtra STU

EXHIBIT - F (Colly.)

Date: 29.07.2025

CERTIFICATE BY BID EVALUATION COMMITTEE

Subject: **Selection of Successful Bidder as Transmission Service Provider through Tariff Based Competitive Bidding Process for "Establishment of 400/220 kV Velgaon Substation (GIS)"**

It is certified that:

a. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 as amended from time to time.

b. M/s Ceigall India Limited, with the lowest annual transmission charges of Rs. 585.00 million, emerged as the successful Bidder after the conclusion of electronic reverse auction.

c. The transmission charges of Rs. 585.00 million discovered after electronic reverse auction is acceptable.

(Peeyush Sharma)
Chief Engineer, STU, MSETCL
Chairman, BEC

(S. M. Aimol)
Director (PSPM), CEA
Member, BEC

(Girish Pantoji)
Chief Engineer (In-Charge), MSLDC
Member, BEC

(Sandip Patil)
Chief Engineer (Power Purchase), MSEDCL,
Member, BEC

(Anil Nagendra Kalekar)
CGM (F&A-CA), MSEDCL,
Member, BEC

(Mukul Agarwal)
Chairman – SPV
Convener – Member, BEC

Ceigall

PURSUIT WITH EXCELLENCE
(As ISO : 9001-2008 Certified Company)
CIN-L45201PB2002PLC025257

Ref: CIL/BD/REC/VELGAON/2025-26/091 **Dated 22.07.2025**

To
Chief Executive Officer
REC Power Development and Consultancy Limited
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001
Email: anilkperala@recpdcl.in & tbcb@recpdcl.in

Name of Work: Selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Intra-State Transmission System for establishment of 400/220 KV Velgaon Substation (GIS).

Subject: Submission of Original Hard Copies of Annexure 3 and Annexure 14 as per Clause 2.5.2 of the RFP Documents

Reference: *RECPDCL/TBCB/Velgaon/2025-26/1078 dated on 18.07.2025*

Dear Sir,

With reference to the above-mentioned letter, we hereby submit the original hard copies of the following documents in accordance with the provisions of Clause 2.5.2 of the RFP Documents:

1. Annexure 3 (Power of Attorney)
2. Annexure 14 (Bid Bond)

These documents are being submitted as part of our response to the RFP and in compliance with the specified submission requirements.

We would appreciate your kind consideration and look forward to your favourable response.

Thanking you and assuring you for our best services always.

For Ceigall India Limited

CEIGALL INDIA LIMITED

Authorised Signatory

REC Power Development and Consultancy Limited Gurugram

22.7.25

Enclosures: - As above in as Seal Envelope

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

REC Power Development

संदर्भ संख्या: आरईसीपीडीसीएल/टीबीसीबी/Velgaon/2025-26/1078

Date: 18.07.2025

मेसर्स सीगल इंडिया लिमिटेड
प्लॉट नंबर 452, उद्योग विहार,
चरण-V, जीपीओ-गुरुग्राम के पास,
एन्के टॉवर के पीछे, गुरूग्राम-122016

M/s Ceigall India Limited
Plot No. 452, Udyog Vihar,
Phase-V, Near GPO-Gurugram,
Behind Enkay Tower, Gurugram-122016

(सादरध्यानाकर्षण: श्री प्रेम कामरा, मैनेजर, टेंडरिंग)

विषय: Selection of Bidder as Transmission Service Provider for **"Establishment of 400/220 kV Velgaon Substation (GIS)"** through Tariff based competitive bidding process - **Submission of Original Documents.**

Sir,

This has reference to the response to RFP submitted by you in respect to the subject cited transmission project and subsequent e-reverse auction concluded on 18.07.2025.

In this regard, as per provisions of Clause 2.5.2 of RFP Document, you are requested to submit original hard copies of Annexure 3 and Annexure 14 on or before 23.07.2025 (Wednesday) within office hours (0930 Hrs (IST) to 1800 Hrs (IST)) for its further evaluation.

धन्यवाद।

भवदीय,

18/07/25

(विजय कुलकर्णी)
वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (इंजी.)

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

REC Power Development

संदर्भ संख्या: आरईसीपीडीसीएल/टीबीसीबी/Velgaon/2025-26/1065 Date: 17.07.2025

मेसर्स सीगल इंडिया लिमिटेड
प्लॉट नंबर 452, उद्योग विहार,
चरण-V, जीपीओ-गुरुग्राम के पास,
एन्के टॉवर के पीछे, गुरूग्राम-122016

M/s Ceigall India Limited
Plot No. 452, Udyog Vihar,
Phase-V, Near GPO-Gurugram,
Behind Enkay Tower, Gurugram-122016

(सादरध्यानाकर्षण: श्री प्रेम कामरा, मैनेजर, टेंडरिंग)

विषय: Selection of Bidder as Transmission Service Provider for **"Establishment of 400/220 kV Velgaon Substation (GIS)"** through Tariff Based Competitive Bidding process - **Start of e-Reverse Auction**.

महोदय,

This has reference to the response to RFP submitted by you in respect to the subject cited transmission project.

In this regard, it is to inform you that you are qualified to participate in next stage of bidding i.e., e-Reverse Auction. Please note that e-RA will start from 10:00 Hrs. (IST) on **18.07.2025 (Friday)** and the lowest Initial Offer for start of e-RA is **Rs. 585.00 Millions**

In case of any issues during the e-RA process you are requested to contact RECPDCL @ +91 7389907977, +91 8536909089 and tbcb@recpdcl.in.

धन्यवाद।

भवदीय,

(विजय कुलकर्णी)
वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (इंजी.)

Copy to :-
The CEO, RECPDCL, Gurugram – For Kind Information please.

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

REC Power Development

संदर्भ संख्या: आरईसीपीडीसीएल/टीबीसीबी/Velgaon/2025-26/1047 **दिनांक**: 16.07.2025

मेसर्स सीगल इंडिया लिमिटेड
प्लॉट नंबर 452, उद्योग विहार,
चरण-V, जीपीओ-गुरुग्राम के पास,
एन्के टॉवर के पीछे, गुरूग्राम-122016

M/s Ceigall India Limited
Plot No. 452, Udyog Vihar,
Phase-V, Near GPO-Gurugram,
Behind Enkay Tower, Gurugram-122016

(सादरध्यानाकर्षण: श्री प्रेम कामरा, मैनेजर, टेंडरिंग)

विषय: RFP dated 13.03.2025 for selection of Bidder as Transmission Service Provider for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding process.

महोदय,

We are thankful for your participation by submission of Response to RFP and pleased to inform you that pursuant to our evaluation, your response fulfills the qualification requirements as stipulated in the RFP and in accordance with Clause 3.2 to 3.4 you have been declared as "Qualified Bidder".

We look forward for your participation.

धन्यवाद।

भवदीय,

(विजय कुलकर्णी)
वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (इंजी.)



Survey Report & RA Drawings

for

Establishment of 400/200 kV Velgaon Substation (GIS)

REC Power Development and Consultancy Limited
(a wholly owned subsidiary of REC Limited)
Corporate Office: D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram-122001
Registered Office: Core 4, Scope Complex, 7,
Lodhi Road, New Delhi – 110003
Website: www.recpdcl.in

DISCLAIMER

Bidders may please note that the Bid Process Coordinator (BPC) has carried out a survey of the Transmission System associated with the Project. While every possible care has been taken in identifying the involvement of forest area/ animal and bird sanctuary/ mines in the proposed routes. However, Bidders in their own interest should carry out required surveys and field investigation for submission of their Bid. For the purpose of carrying out required survey, the address and co-ordinate of each location of sub-station has been provided by the BPC. The coordinate of location of the sub-station is only for the purpose of facilitating Bidders to locate the sub-station and the same should not be considered as the point of termination of transmission line. For exact point of termination of transmission line, the Bidder shall have to coordinate with the agency responsible for construction of sub-station/ switchyard who shall provide the inter-connection facility. Bidders in their own interest should visit the project site to confirm the location of sub-stations and any apprehension in this regard should be brought to the notice of the BPC.

Failure to verify the location of sub-station, investigate the route of the Transmission Lines associated with the Project and to examine, inspect site or subsurface conditions fully shall not be grounds for a Bidder to alter its Bid after the Bid Deadline nor shall it relieve a Bidder from any responsibility for appropriately eliminating the difficulty or costs of successfully completing the Project.

The BPC, its authorized representative, any of the Long Term Transmission Customer(s), nor their directors, employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of such survey report, even if any loss or damage is caused to the Bidders by any act or omission on their part.

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Section: 1

1 : Scope of Work

Scope of the transmission scheme:

Name of the Scheme: Establishment of 400/220 kV Velgaon Substation (GIS).

Sl. No.	Description of Transmission Element	Scope of work (Type of Substation/ Conductor capacity /km /no. of bays etc.)
1	Establishment of 3x500 MVA, 400/220 kV ICT S/ s (GIS)	3x500 MVA, 400/220 kV ICT
2	400 kV LILO on Tarapur-Kudus II D/c line	1 KM
3	220 kV LILO on Boisar-Borivali S / c line	3.65 KM
4	220 kV LILO on Dahanu-Ghodbunder D/c line	
5	220 kV LILO on Dahanu-Versova S/c line	
6	220 kV LILO on Boisar-Versova S/c Line	

2 : Approach & Methodology

2.0 Approach & Methodology

2.1 Data Collection & Digitization of Maps

Survey of India TOPO sheets on 1:50,000 scale. All the Survey of India TOPO sheets were geo-referenced with respect to Latitude Longitude of TOPO sheets under following projection system to keep uniformity with respect to GPS co-ordinates:

- Projection **:** UTM
- Spheroid : WGS84
- Datum : WGS84
- Zone : 43
- North or South : North

These were used to update the base map features extracted from TOPO sheets are as follows. The features extracted from SOI TOPO sheets.

- City and village sprawl
- Contours
- Spot Heights and Bench Marks
- Railway lines (MG/BG)
- Metalled Roads (National/State Highways),
- Major Rivers (width > 500 m)
- Canals
- Nallah/Drain crossings
- Forest (Reserved/Protected/Social/Open Scrub)
- Protected areas (Cantonments, Air fields)
- Main power lines (EHV) and other electrical power lines
- Telephone lines
- Angle points
- Lakes, Reservoirs and Ponds
- Swamp
- Air Port/ Air Strip

3 : Geographical Information

Palghar District: Palghar is a district in the state of Maharashtra, India. It was carved out of Thane district on August 1, 2014, making it Maharashtra's 36th district. Here are some key geographical details:

Location & Boundaries:

- Boundaries: North: Gujarat state & Dadra and Nagar Haveli, East: Nashik district, South: Thane district & West: Arabian Sea

Area & Topography:

- Total Area: ~5,344 km²
- Terrain: Coastal plains, hills, and forests
- Notable Features: Part of the Sahyadri Hills, Tansa & Vaitarna rivers

Climate:

- Summer Temperature: 25°C – 40°C
- Winter Temperature: 12°C – 30°C
- Annual Rainfall: ~2,500 mm (heavy during monsoon)

Rivers & Water Bodies:

- Major Rivers: Vaitarna, Surya, Tansa
- Dams: Tansa, Modak Sagar, Surya Dam

Forest & Biodiversity:

- Forest Area: ~1,500 km²
- Wildlife: Leopards, deer, monkeys, and various bird species
- Protected Areas: Tansa Wildlife Sanctuary

Soil Type:

- Lateritic Soil
- Alluvial Soil
- Black Cotton Soil (Regur Soil)
- Coastal Saline Soil

Section: 2

2.0: Establishment of 400/220 kV Velgaon Substation (GIS)

2.1 : Coordinates of the proposed 400/220 kV Velgaon Substation

Coordinates of the proposed 400/220 kV Substation Velgaon

Village: Kukade, Taluka: Palghar, District: Palghar, State: Maharashtra				
Corner	**Easting**	**Northing**	**Latitude**	**Longitude**
Corner-1	272679.00	2190226.00	19°47'41.07"N	72°49'48.25"E
Corner-2	272712.00	2190437.00	19°47'47.95"N	72°49'49.29"E
Corner-3	273016.00	2190338.00	19°47'44.85"N	72°49'59.78"E
Corner-4	272949.00	2190156.00	19°47'38.91"N	72°49'57.55"E

2.2 : Information of the proposed 400/220 kV Substation Velgaon

<table>
<tr><th>S. No.</th><th>Criterion</th><th>Proposed Sub-Station</th></tr>
<tr><td>1.0</td><td>Land Co-ordinates</td><td></td></tr>
<tr><td rowspan="2">a)</td><td rowspan="2">Corner 1</td><td>19°47'41.07"N</td></tr>
<tr><td>72°49'48.25"E</td></tr>
<tr><td rowspan="2">b)</td><td rowspan="2">Corner 2</td><td>19°47'47.95"N</td></tr>
<tr><td>72°49'49.29"E</td></tr>
<tr><td rowspan="2">c)</td><td rowspan="2">Corner 3</td><td>19°47'44.85"N</td></tr>
<tr><td>72°49'59.78"E</td></tr>
<tr><td rowspan="2">d)</td><td rowspan="2">Corner 4</td><td>19°47'38.91"N</td></tr>
<tr><td>72°49'57.55"E</td></tr>
<tr><td>1.1</td><td>Size (Acre) (mtr. x mtr.)</td><td>Approx. 15 Acres
<table>
<tr><th>Corner</th><th>Approx. Dimension (In Mtr)</th></tr>
<tr><td>1-2</td><td>213</td></tr>
<tr><td>2-3</td><td>319</td></tr>
<tr><td>3-4</td><td>194</td></tr>
<tr><td>1-4</td><td>279</td></tr>
</table></td></tr>
<tr><td>1.2</td><td>Govt. /Private/Forest land</td><td>Private</td></tr>
<tr><td>1.3</td><td>Forest/GIB/WLS/ECO Sensitive Zone/Elephant Corridor</td><td>Nil</td></tr>
<tr><td>1.4</td><td>Tribes/Non-Tribes Land</td><td>Non-Tribes Land</td></tr>
<tr><td>1.5</td><td>Agriculture/Waste land</td><td>Waste Land</td></tr>
<tr><td>1.6</td><td>Development</td><td>Nil</td></tr>
<tr><td rowspan="4">1.7</td><td>Approximate cost</td><td></td></tr>
<tr><td>a. Circle rate per acre</td><td>-</td></tr>
<tr><td>b. Market rate per acre</td><td>Approx. Rs.11 Lakh</td></tr>
<tr><td>c. Approx. cost of the land</td><td>Approx. Rs.1.10 Cr</td></tr>
<tr><td>1.8</td><td>Terrain</td><td>Plain</td></tr>
<tr><td>1.9</td><td>Type of soil</td><td>Red Soil</td></tr>
<tr><td>1.10</td><td>No. of Owners</td><td>Approx. 5-6 Nos.</td></tr>
<tr><td>1.11</td><td>Environment/Pollution in the vicinity</td><td>Nil</td></tr>
<tr><td>1.12</td><td>Location with reference to nearest town</td><td>Boisar</td></tr>
<tr><td>1.13</td><td>High Flood Level (HFL) Data</td><td>Nil</td></tr>
<tr><td>1.14</td><td>Diversion of Nallah/Canal required</td><td>Nil</td></tr>
<tr><td>1.15</td><td>Slope</td><td>Nil</td></tr>
<tr><td>1.16</td><td>Approximate Extent of leveling required (in meter)</td><td>Not required</td></tr>
</table>

<table>
<tr><th>S. No.</th><th>Criterion</th><th>Proposed Sub-Station</th></tr>
<tr><td>1.17</td><td>Land acquisition feasibility</td><td>Available</td></tr>
<tr><td>1.18</td><td>Rate of Govt. Land</td><td>Nil</td></tr>
<tr><td>1.19</td><td>No. of Owners</td><td>Approx. 5-6 Nos.</td></tr>
<tr><td>1.20</td><td>Extent of approach</td><td>Available</td></tr>
<tr><td>1.21</td><td>Planned/unplanned development</td><td>Unplanned</td></tr>
<tr><td>1.22</td><td>Size of Site (mtr x mtr)</td><td><table><tr><th>Corner</th><th>Approx. Dimension (In Mtr)</th></tr><tr><td>1-2</td><td>213</td></tr><tr><td>2-3</td><td>319</td></tr><tr><td>3-4</td><td>194</td></tr><tr><td>1-4</td><td>279</td></tr></table></td></tr>
<tr><td>1.23</td><td>No. of families to be displaced</td><td>Nil</td></tr>
<tr><td rowspan="3">1.24</td><td>Level of site with reference to road level</td><td></td></tr>
<tr><td>a. Level of road</td><td>34 Meter</td></tr>
<tr><td>b. Level of site</td><td>33.5 Meter</td></tr>
<tr><td>1.25</td><td>Distance from sea shore</td><td>15 KM</td></tr>
<tr><td>1.26</td><td>Logistics Survey</td><td>Available</td></tr>
<tr><td>2.0</td><td>Approach</td><td>Available</td></tr>
<tr><td>2.1</td><td>Obstacles in reaching site</td><td>Nil</td></tr>
<tr><td>2.2</td><td>Nearby main road</td><td>SH-32 (Boisar Road)</td></tr>
<tr><td>2.3</td><td>Length of approach road to be constructed</td><td>Not Required</td></tr>
<tr><td>2.4</td><td>Name of nearest airport (name)/Airstrip</td><td>Mumbai Airport (78 KM)</td></tr>
<tr><td>2.5</td><td>Name of nearest Rail head</td><td>Boisar Railway Station</td></tr>
<tr><td>2.6</td><td>Upcoming Aviation /Airport Zone/Air Force Station/Airstrips</td><td>Nil</td></tr>
<tr><td>2.7</td><td>Availability of ground water</td><td>Available</td></tr>
<tr><td>2.8</td><td>Availability of transmission corridor (entry of lines & exit of lines (Three /four sides)</td><td>Four Sides</td></tr>
<tr><td>2.9</td><td>Existence of structures/dwelling units in the land of the proposed site</td><td>NA</td></tr>
<tr><td>2.10</td><td>Availability of disposal of rain/storm water</td><td>Nil</td></tr>
<tr><td>2.11</td><td>Crops grown and types (Multi - crop/single crop)</td><td>Multi Crop</td></tr>
<tr><td>2.12</td><td>Distance from main road</td><td>Along The Road</td></tr>
<tr><td>2.13</td><td>Nearest railway station (BG/MG)</td><td>BG</td></tr>
<tr><td>2.14</td><td>Unloading facility at railway station</td><td>Available</td></tr>
<tr><td>2.15</td><td>No. of Culverts required for approach</td><td>Available</td></tr>
</table>

S. No.	Criterion	Proposed Sub-Station
2.16	Nearest EHV line/Nearest sub-station	400 KV D/C Padghe Tarapur PGCIL line & 400/220kV PGCIL Substation Boisar
2.17	Length of line between this site & nearest substation for construction power at 33/11 kV	Approx. 2 KM From 33/11 KV T.T.P Substation Gundale
2.18	Frontage for line take off	Available
2.19	Telephone/Telegraph line	NA
3.0	Community Facilities	Available
3.1	Drinking Water	Available
3.2	Drainage	Nil
3.3	Distance from	Approx. 7.5 KM
	a. Post Office	
	b. Telephone	
	c. School	
	d. Market	
3.4	Security Arrangement	Available
3.5	Availability of construction water	Available
3.6	Availability of drinking water	Available
3.7	Wind Zone	3
3.8	Seismic Zone	III
3.9	Army cantonment/Mining/No Go Areas	Nil

2.3 : Proposed Velgaon Substation location map on digital SOI sheets

SECTION: 3

3.0 : LILO of 400 kV Tarapur - Kudus II D/c line at Velgaon S/s

3.1 : Coordinates of both end

Substation Details

Loop In of 400 kV Tarapur-Kudus II D/c line at Velgaon S/s

Name of the substation	Latitude	Longitude
Tapping Point Village: Kirat Tehsil: Palghar District: Palghar State: Maharashtra	19°47 '37.8"	72°50 '26.63"
Proposed 400/220 kV Velgaon Substation Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '41.22"	72°49 '58.31"

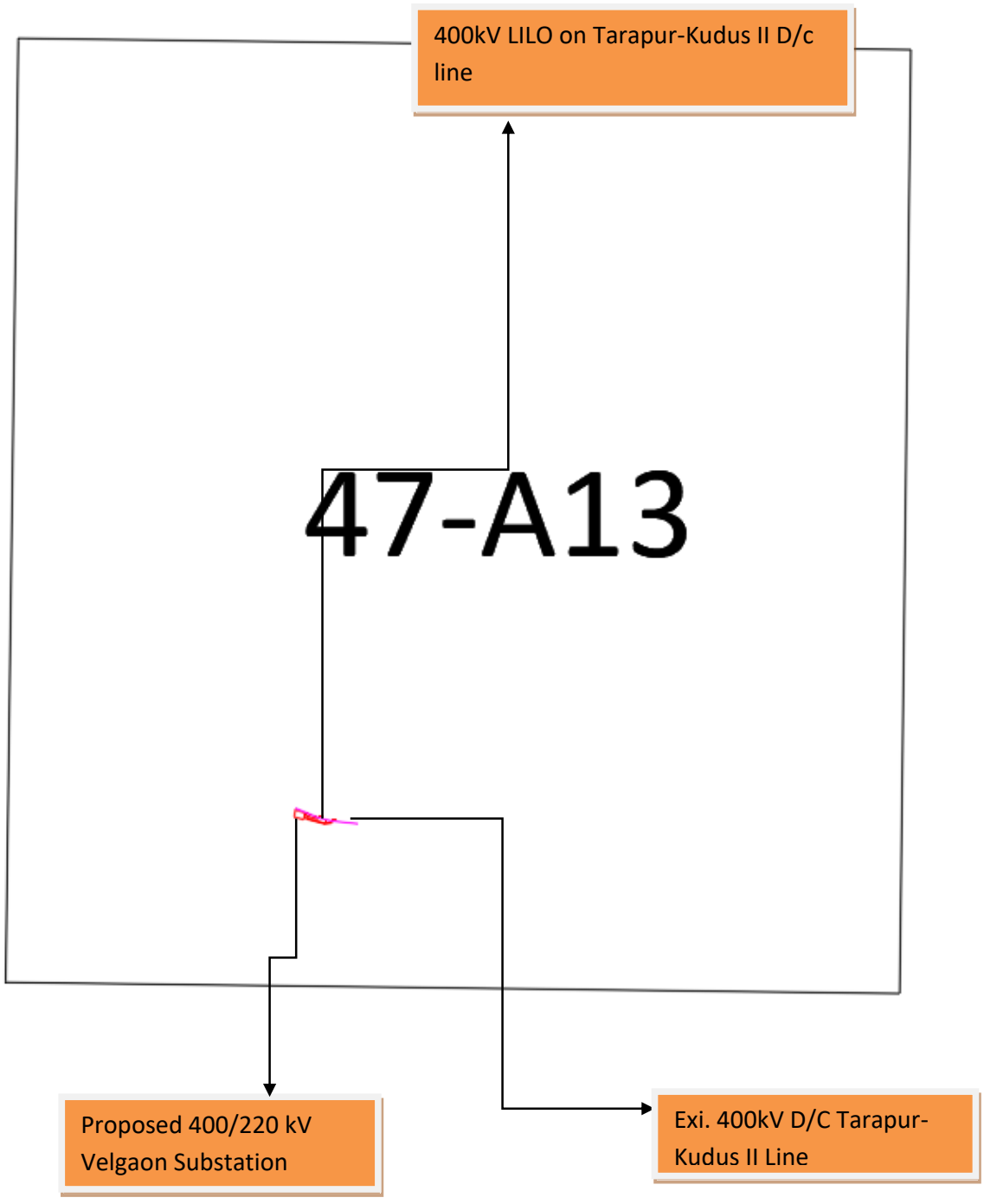
Loop Out of 400 kV Tarapur-Kudus II D/c line at Velgaon S/s

Name of the substation	Latitude	Longitude
Tapping Point Village: Kukade Tehsil: Palghar District: Palghar State: Maharashtra	19°47 '40.56"	72°50 '13.02"
Proposed 400/220 kV Velgaon Substation Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '43.41"	72°49 '58.97"

Note: The exact coordinates of the LILO tapping points for 400 kV Tarapur-Kudus II D/c line are to be obtained from the owner of the transmission line during the execution stage for the construction of the LILO at Velgaon substation.

3.2 : Index Map of SOI Toposheets

Survey of India Toposheets Index Map (1:50000 scale)



3.3 : Angle Schedule of the LILO of 400 kV Tarapur-Kudus II D/c line at Velgaon S/s

Loop In of 400kV Tarapur-Kudus II D/c line at Velgaon S/s									
AP NO.	**Easting**	**Northing**	**Latitude**	**Longitude**	**Section Length In m.**	**Cumm. Length In m.**	**Deviation Angle**	**Crossing Details**	**Altitude (m)**
Tapping Point	273795	2190111	19°47 '37.8"	72°50 '26.63"		0.00	00°00'00"	Tapping point at Tower No- 77	22
					59.82				
AP-01	273758	2190064	19°47 '36.25"	72°50 '25.38"		59.82	44°59'34.9"RT		22
					194.37			Surya River	
AP-02	273565	2190041	19°47 '35.42"	72°50 '18.76"		254.18	22°9'9.5"LT		27
					494.66				
AP-03	273088	2190172	19°47 '39.49"	72°50 '2.32"		748.84	10°0'38.5"RT		36
					128.38			220 kV D/C Dahanu-Ghodbunder Line	
Gantry	272972	2190227	19°47 '41.22"	72°49 '58.31"		877.22	00°00'00"	Proposed 400/220kV Substation Velgaon	35

Loop Out of 400kV Tarapur-Kudus II D/c line at Velgaon S/s									
AP NO.	**Easting**	**Northing**	**Latitude**	**Longitude**	**Section Length In m.**	**Cumm. Length In m.**	**Deviation Angle**	**Crossing Details**	**Altitude (m)**
Tapping Point	273400	2190201	19°47 '40.56"	72°50 '13.02"		0.00	00°00'00"	Tapping Point at Tower No.- 76	28
					41.04				
AP-01	273372	2190171	19°47 '39.57"	72°50 '12.08"		41.04	55°10'9.1"LT		28
					126.29				
AP-02	273247	2190189	19°47 '40.1"	72°50 '7.78"		167.33	10°0'17.6"RT		35
					153.69				
AP-03	273101	2190237	19°47 '41.6"	72°50 '2.74"		321.01	9°24'27.1"RT		35
					123.00			220 kV D/C Dahanu-Ghodbunder Line	
Gantry	272992	2190294	19°47 '43.41"	72°49 '58.97"		444.02	00°00'00"	Proposed 400/220kV Substation Velgaon	33

3.4 : Summary of the Proposed 400 kV LILO of Tarapur-Kudus II D/c line at Velgaon.

LILO of 400kV Tarapur-Kudus II D/c line at Velgaon S/s			
Sl. No.	**Description**	**Proposed Route – Loop In**	**Proposed Route – Loop Out**
1	Bee line length	0.831 KM	0.418 KM
	Line Length	0.877 KM	0.444 KM
	a) Plain	99%	99%
	b) Undulated terrain	1%	1%
2	Terrain	Mostly Plain	Mostly Plain
3	Snow bound Route (in Meters)	Nil	Nil
4	Length of line in heavy rainfall area which may affect working season (in Meters)	Nil	Nil
5	a) Angle Points	3 Nos.	3 Nos.
6	Forest	Nil	Nil
	a) Reserve Forest	Nil	Nil
	b) Protected Forest	Nil	Nil
	c) Open Scrub	Along the Route	Along the Route
7	Wildlife infringement	Nil	Nil
8	Animal/Bird Sanctuary	Nil	Nil
9	Infringement of endangered species habitat	Nil	Nil
10	National Park	Nil	Nil
11	Great Indian Bustard (GIB)area (Priority/GIB Potential Zone)	Nil	Nil
12	Creek, Marshy and low-laying area	Nil	Nil
13	No. of Pile/Special Foundation required	Nil	Nil
14	Transportation & Maintenance	Available	Available
15	Power Line crossings (110 kV& above)	1 No.	1 No
16	Telecom Line Crossing	Nil	Nil
17	Railway crossings	Nil	Nil
18	Airport/Air strip	Nil	Nil
19	Upcoming Airport/Aviation zone/Air force Station	Nil	Nil
20	Army cantonment/Mining/No Go areas/Airstrips	Nil	Nil
21	River crossings	1 No	Nil
	a) Major	1 No	Nil
	b) Minor	Nil	Nil
22	NH Crossings	Nil	Nil
23	SH Crossings	Nil	Nil
24	Existing Gas/Petroleum/Oil Pipeline	Nil	Nil

LILO of 400kV Tarapur-Kudus II D/c line at Velgaon S/s			
Sl. No.	**Description**	**Proposed Route – Loop In**	**Proposed Route – Loop Out**
25	Proposed Gas/Petroleum/Oil Pipeline	Nil	Nil
26	Circle rate of Land (per Acre)	Approx. Rs. 10.18 – 13.74 Lakh	Approx. Rs. 10.18 – 13.74 Lakh
27	Land Availability (if required for Acquisition)	Yes	Yes
	i) Extent of land available	Available	Available
	ii) Land use pattern (agricultural, barren, forest etc.)	Agricultural	Agricultural
	iii) Land ownership (Govt. Private, tribal, non-tribal etc.)	Private	Private
28	Approaches for construction	Yes	Yes
29	Wind Zone	3	3
30	District	Palghar	Palghar
31	State	Maharashtra	Maharashtra

Power Line Crossing (110 kV& above)

Loop In of 400kV Tarapur-Kudus II D/c line at Velgaon S/s				
Sr No.	**Circuit Details**	**Voltage rating in kV / Crossing**	**Name of Owner (SEB/DOT)**	**Crossing in between Angle Point**
1	220 kV D/C Dahanu-Ghodbunder Line	220	-	AP03 - Gantry

Loop Out of 400kV Tarapur-Kudus II D/c line at Velgaon S/s				
Sr No.	**Circuit Details**	**Voltage rating in kV / Crossing**	**Name of Owner (SEB/DOT)**	**Crossing in between Angle Point**
1	220 kV D/C Dahanu-Ghodbunder Line	220	-	AP03 - Gantry

Railway Line Crossings

LILO of 400kV Tarapur-Kudus II D/c line at Velgaon S/s						
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Metre / Narrow**	**Single/Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**	**Pol. No.**
Nil						

National Highway/State Highway Crossings

LILO of 400kV Tarapur-Kudus II D/c line at Velgaon S/s					
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City/Town from Crossing**	**Approximate Both side KMs. Stone of Crossing**	**Remarks (Crossing Between Loc. No.)**
NIL					

River Crossings

Loop In of 400kV Tarapur-Kudus II D/c line at Velgaon S/s								
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**HFL Information**	**Navigable / Non - Navigable**	**Remarks (Crossing in Between Loc. No.)**	**Pile Foundation required**	**Mid-span Piles required**
1	Surya River	106	Weathered Flow	-	Non - Navigable	AP01 - AP02	Nil	Nil

Loop Out of 400kV Tarapur-Kudus II D/c line at Velgaon S/s								
SL. No.	**Name of River**	**Approximate Span in Meters (bank to bank width)**	**Perennial / Weathered Flow**	**HFL Information**	**Navigable / Non - Navigable**	**Remarks (Crossing in Between Loc. No.)**	**Pile Foundation required**	**Mid-span Piles required**
Nil								

Forest Crossings

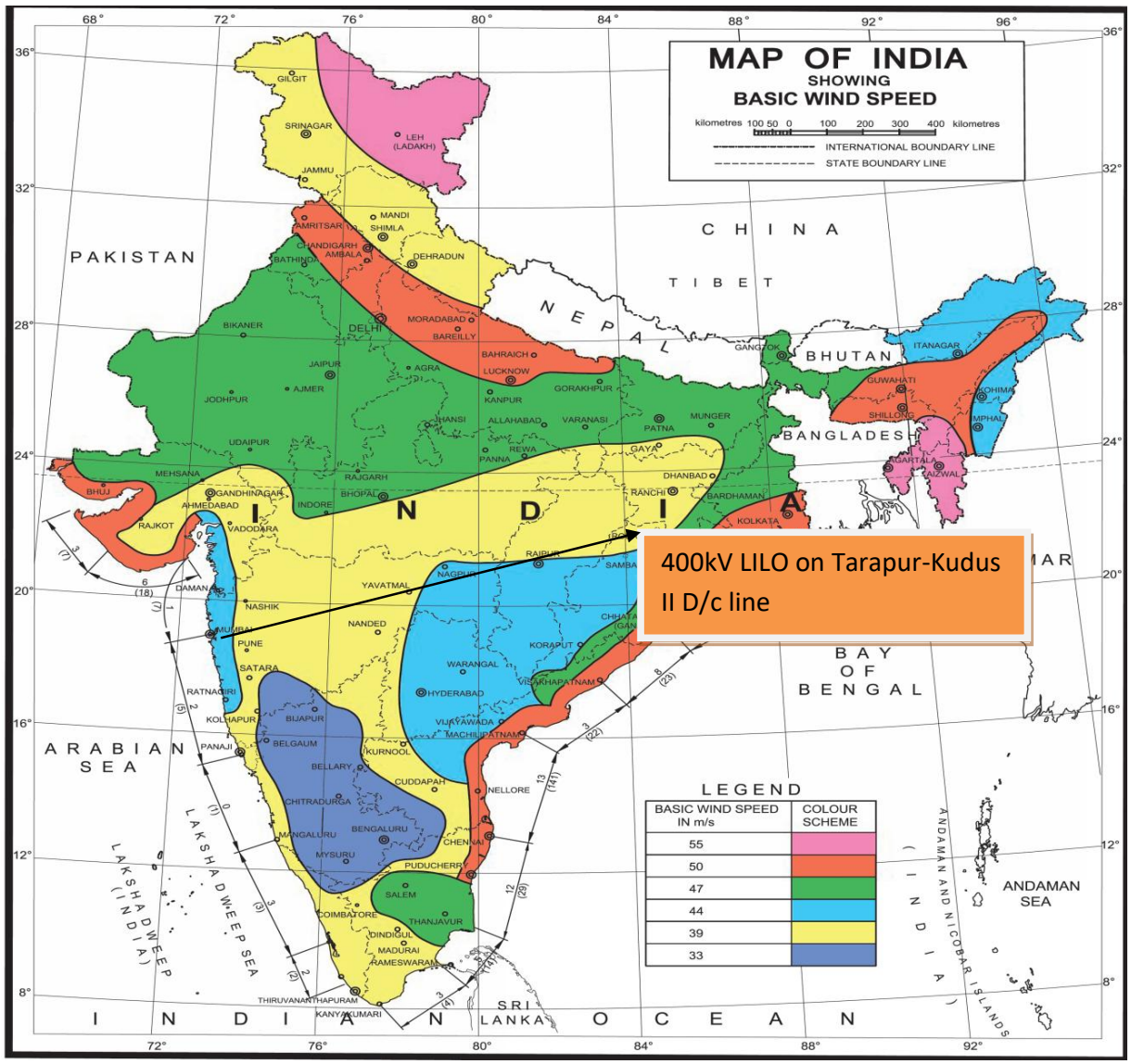
LILO of 400kV Tarapur-Kudus II D/c line at Velgaon S/s				
SL. No.	**Section AP to AP**	**Name of the Forest**	**Type of Forest (Reserved/Protected/ Social/Revenue)**	**Forest Stretches (m)**
Nil				

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossings

LILO of 400kV Tarapur-Kudus II D/c line at Velgaon S/s				
SL. No	**Section AP to AP**	**Name of the Wildlife**	**Type of Wildlife (Reserved/Protected/ Social/Revenue**	**Wildlife Stretches (Km)**
Nil				

3.5 : Wind Zone Map

Wind Zone: The Proposed transmission line "LILO of 400kV Tarapur-Kudus II D/c line at Velgaon S/s" is passing through wind zone 3.



3.6 :Result & Conclusion

Results & Conclusion

Referring to angle point summary and after initial inspection of physical maps updated with satellite images and walk over survey, the proposed route corridors was explored for the best route alignment. Special attention has been given to the existing EHV lines, forest, reserved forest, river crossings, national/state highways, minimum route length and habitation including plantation. After detailed analysis, the proposed transmission line route has been observed as most viable route for alignment due to its good approach, for construction and maintenance of the transmission line after construction. Finally, the Route marked Red in the route alignment drawing as has been proposed final route.

3.7 : Route Alignment Map on Digitized Toposheets are enclosed separately

SECTION: 4

4.0: LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s

4.1 : Coordinates of both ends

Substation Details

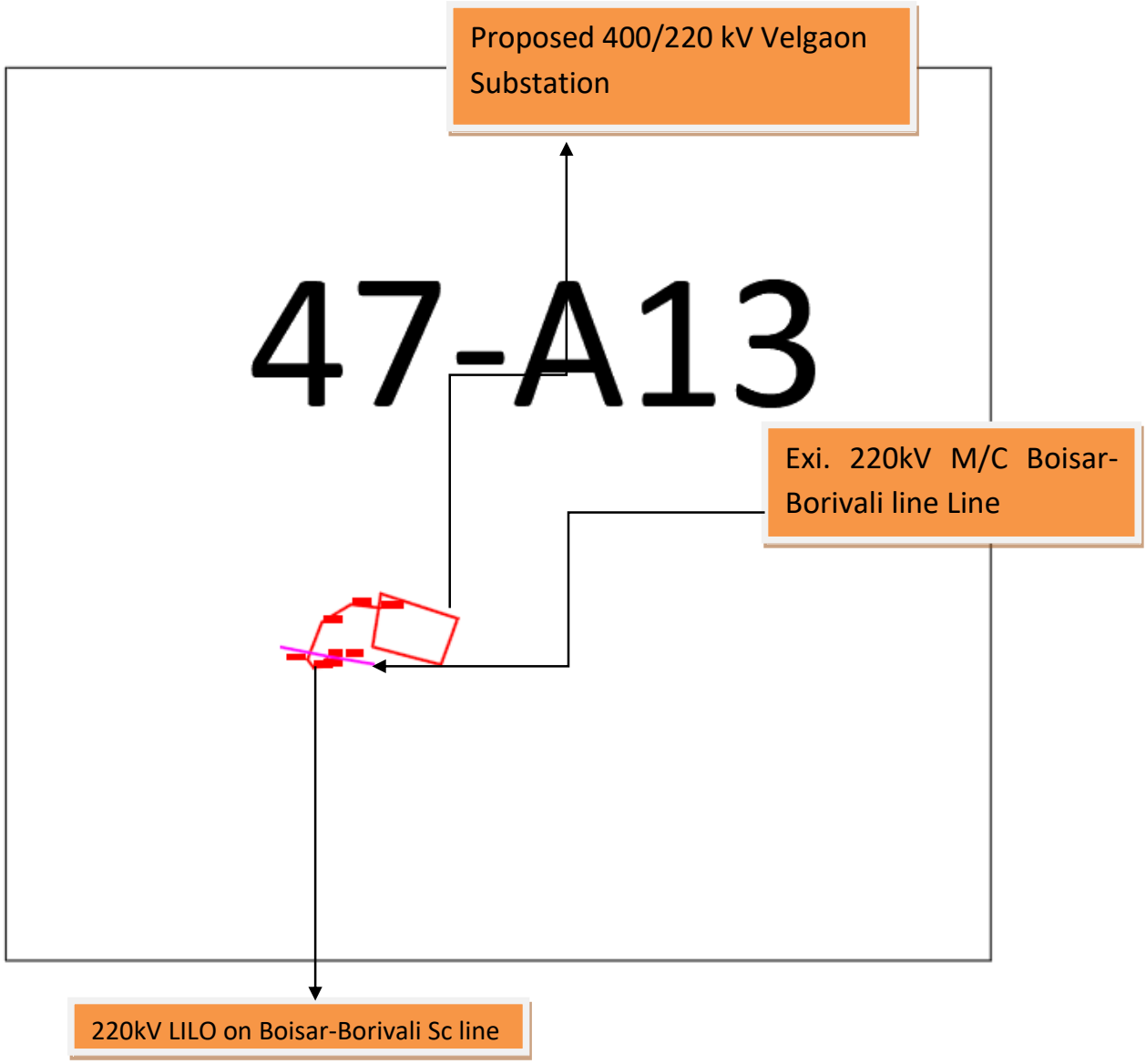
LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s

Name of the substation	Latitude	Longitude
Tapping Point Village: Kukade Tehsil: Palghar District: Palghar State: Maharashtra	19°47 '39.79"	72°49 '42.22"
Proposed 400/220 kV Velgaon Substation Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '46.12"	72°49 '49.35"

Note: The exact coordinates of the LILO tapping points for 220 kV Boisar-Borivali S/c line are to be obtained from the owner of the transmission line during the execution stage for the construction of the LILO at Velgaon substation.

4.2 : Index Map of SOI Toposheets

Survey of India Toposheets Index Map (1:50000 scale)



4.3 : Angle Schedule of the LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s.

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LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s									
AP NO.	**Easting**	**Northing**	**Latitude**	**Longitude**	**Section Length In m.**	**Cumm. Length In m.**	**Deviation Angle**	**Crossing Details**	**Altitude (m)**
Tapping Point	272503	2190189	19°47 '39.79"	72°49 '42.22"		0.00	00°00'00"	Tapping Point at Tower No. 14	32
					45.18				
AP-01	272482	2190149	19°47 '38.48"	72°49 '41.52"		45.18	55°57'37.2"RT		31
					36.22				
AP-02	272446	2190145	19°47 '38.34"	72°49 '40.28"		81.40	59°28'13.1"LT		30
					40.00				
AP-03	272422	2190177	19°47 '39.37"	72°49 '39.45"		121.40	58°24'7.2"RT		30
					158.03			Exi. 220kV M/C Boisar-Borivali line & 220kV D/C Wada-WIP Line	
AP-04	272480	2190324	19°47 '44.17"	72°49 '41.37"		279.43	36°33'10.7"RT		33
					134.30				
AP-05	272594	2190395	19°47 '46.53"	72°49 '45.26"		413.73	38°37'29.2"RT		30
					119.82			Exi. 220kV D/C DHN-VSV	
Gantry	272713	2190381	19°47 '46.12"	72°49 '49.35"		533.55	00°00'00"	Proposed 400/220kV Substation Velgaon	34

4.4: Summary of the LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s.

LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s		
Sl. No.	**Description**	**Proposed Route**
1	Bee line length	0.285 KM
	Line Length	0.534 KM
	a) Plain	99%
	b) Undulated terrain	1%
2	Terrain	Mostly Plain
3	Snow bound Route (in Meters)	Nil
4	Length of line in heavy rainfall area which may affect working season (in Meters)	Nil
5	a) Angle Points	5 Nos.
6	Forest	Nil
	a) Reserve Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the Route
7	Wildlife infringement	Nil
8	Animal/Bird Sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB)area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-laying area	Nil
13	No. of Pile/Special Foundation required	Nil
14	Transportation & Maintenance	Available
15	Power Line crossings (110 kV& above)	3 Nos.
16	Telecom Line Crossing	Nil
17	Railway crossings	Nil
18	Airport/Air strip	Nil
19	Upcoming Airport/Aviation zone/Air force Station	Nil
20	Army cantonment/Mining/No Go areas/Airstrips	Nil
21	River crossings	Nil
	a) Major	Nil
	b) Minor	Nil
22	NH Crossings	Nil
23	SH Crossings	Nil
24	Existing Gas/Petroleum/Oil Pipeline	Nil
25	Proposed Gas/Petroleum/Oil Pipeline	Nil
26	Circle rate of Land (per Acre)	Approx. Rs. 10.18 – 13.74 Lakh
27	Land Availability (if required for Acquisition)	

LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s		
Sl. No.	**Description**	**Proposed Route**
	i) Extent of land available	Available
	ii) Land use pattern (agricultural, barren, forest etc.)	Agricultural
	iii) Land ownership (Govt. Private, tribal, non-tribal etc.)	Private
28	Approaches for construction	Yes
29	Wind Zone	3
30	District	Palghar
31	State	Maharashtra

Power Line Crossing (110 kV& above)

LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s				
Sr No.	**Circuit Details**	**Voltage rating in kV / Crossing**	**Name of Owner (SEB/DOT)**	**Crossing in between Angle Point**
1	Exi. 220kV M/C Boisar- Borivali line	220	-	AP03 - AP04
2	Exi. 220kV D/C Wada-WIP Line	220	-	AP03 - AP04
3	Exi. 220kV D/C DHN-VSV	220	-	AP05 - Gantry

Railway Line Crossings

LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s						
Railway Line Crossing						
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Metre / Narrow**	**Single/Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**	**Pol. No.**
Nil						

National Highway/State Highway Crossings

LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s					
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City/Town from Crossing**	**Approximate Both side KMs. Stone of Crossing**	**Remarks (Crossing Between Loc. No.)**
NIL					

River Crossings

LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s								
SL. No.	Name of River	Approximate Span in Meters (bank to bank width)	Perennial / Weathered Flow	HFL Information	Navigable / Non - Navigable	Remarks (Crossing in Between Loc. No.)	Pile Foundation required	Mid-span Piles required
Nil								

Forest Crossings

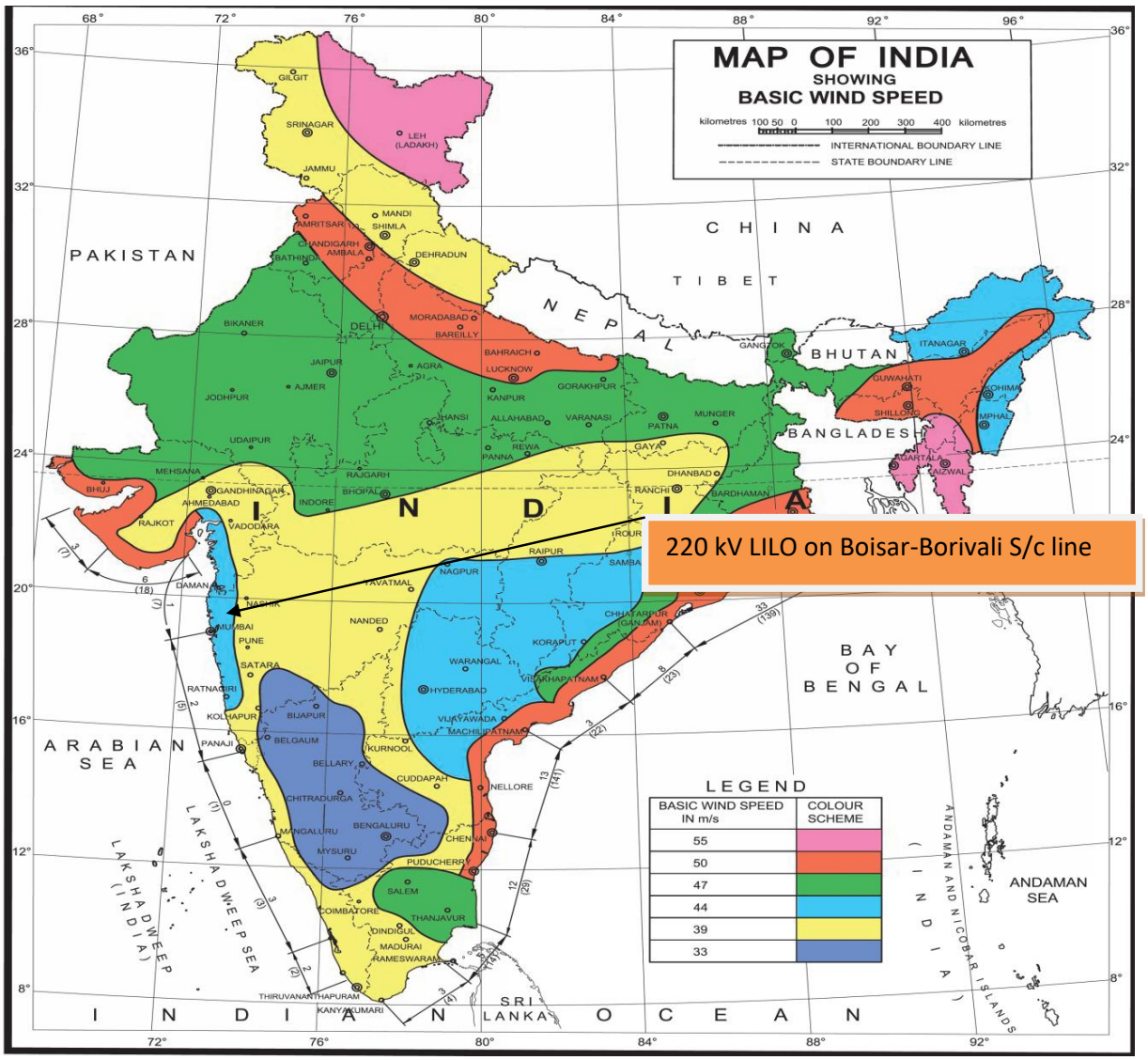
LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s				
SL. No.	Section AP to AP	Name of the Forest	Type of Forest (Reserved/Protected/Social/Revenue)	Forest Stretches(m)
Nil				

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossings

LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s				
SL. No	Section AP to AP	Name of the Wildlife	Type of Wildlife (Reserved/Protected/Social/Revenue	Wildlife Stretches (Km)
Nil				

4.5 : Wind Zone Map

Wind Zone: The Proposed transmission line "LILO of 220 kV Boisar-Borivali S/c line at Velgaon S/s" is passing through wind zone 3.



4.6 :Result & Conclusion

Results & Conclusion

Referring to angle point summary and after initial inspection of physical maps updated with satellite images and walk over survey, the proposed route corridors was explored for the best route alignment. Special attention has been given to the existing EHV lines, forest, reserved forest, river crossings, national/state highways, minimum route length and habitation including plantation. After detailed analysis, the proposed transmission line route has been observed as most viable route for alignment due to its good approach, for construction and maintenance of the transmission line after construction. Finally, the Route marked Red in the route alignment drawing as has been proposed final route

4.7 : Route Alignment Map on Digitized Toposheets are enclosed separately

Section: 5

5.0: LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s

5.1 : Coordinates of both end

Substation Details

LOOP In of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s

Name of the substation	Latitude	Longitude
Tapping Point Village: Kukade Tehsil: Palghar District: Palghar State: Maharashtra	19°47 '50.22"	72°50 '2.66"
Proposed 400/220 kV Velgaon Substation Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '44.94"	72°49 '58.64"

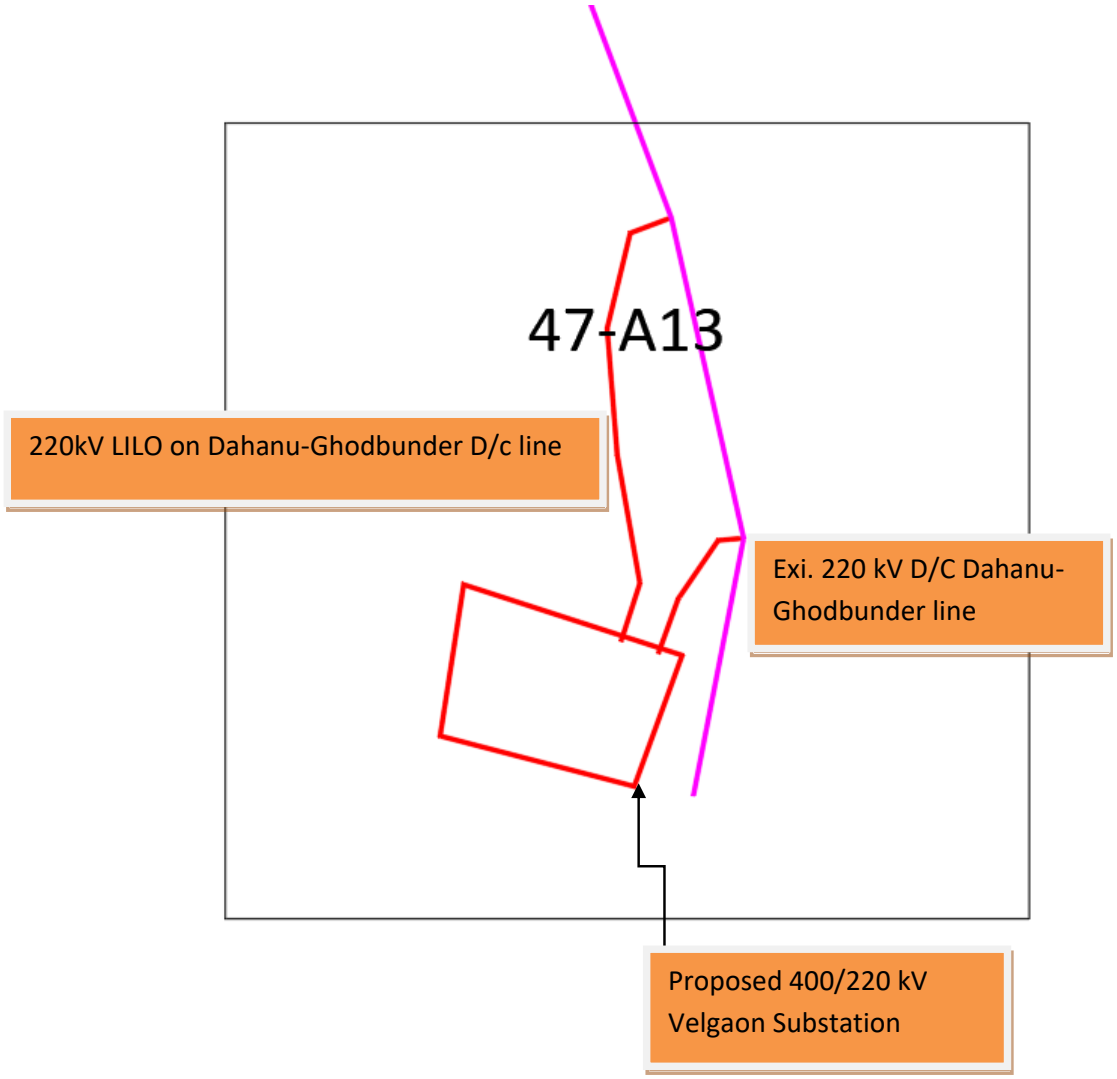
Loop Out of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s

Name of the substation	Latitude	Longitude
Tapping Point Village: Kukade Tehsil: Palghar District: Palghar State: Maharashtra	19°48 '4.68"	72°49 '58.99"
Proposed 400/220 kV Velgaon Substation Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '45.47"	72°49 '56.85"

Note: The exact coordinates of the LILO tapping points for 220 kV Dahanu-Ghodbunder D/c line are to be obtained from the owner of the transmission line during the execution stage for the construction of the LILO at Velgaon substation.

5.2 : Index Map of SOI Toposheets

Survey of India Toposheets Index Map (1:50000 scale)



5.3 : Angle Schedule of LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.

Loop In of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.									
AP NO.	**Easting**	**Northing**	**Latitude**	**Longitude**	**Section Length In m.**	**Cumm. Length In m.**	**Deviation Angle**	**Crossing Details**	**Altitude (m)**
Tapping Point	273102	2190502	19°47 '50.22"	72°50 '2.66"		0.00	00°00'00"	Tapping Point at Tower No. 73	34
					36.12				
AP-01	273066	2190499	19°47 '50.11"	72°50 '1.42"		36.12	51°23'7.3"LT		33
					98.74				
AP-02	273011	2190417	19°47 '47.42"	72°49 '59.57"		134.86	13°37'34.1"LT		31
					80.99			400 KV D/C Padghe - Tarapur line	
Gantry	272983	2190341	19°47 '44.94"	72°49 '58.64"		215.86	00°00'00"	Proposed 400/220kV Substation Velgaon	33

Loop Out of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.									
AP. No.	**Easting**	**Northing**	**Latitude**	**Longitude**	**Section Length In m.**	**Cumm. Length In m.**	**Deviation Angle**	**Crossing Details**	**Altitude (m)**
Tapping Point	273001	2190948	19°48 '4.68"	72°49 '58.99"		0.00	00°00'00"	Tapping Point at Tower No. 72	46
					61.10				
AP-01	272944	2190926	19°48 '3.94"	72°49 '57.04"		61.10	55°16'5.4"LT		36
					135.82				
AP-02	272912	2190794	19°47 '59.63"	72°49 '56"		196.92	18°10'30.1"LT		37
					176.56			400 KV D/C LILO on padghe Gandhar for Boisar(PG)	
AP-03	272926	2190618	19°47 '53.92"	72°49 '56.56"		373.48	5°16'38"LT		34
					181.66				
AP-04	272957	2190439	19°47 '48.11"	72°49 '57.7"		555.14	27°37'16.6"RT		31
					85.07			400 KV D/C Padghe Tarapur line	
Gantry	272931	2190358	19°47 '45.47"	72°49 '56.85"		640.21	00°00'00"	Proposed 400/220kV Substation Velgaon	33

5.4 : Summary of LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.

LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.			
Sl. No.	**Description**	**Proposed Route – Loop In**	**Proposed Route – Loop Out**
1	Bee line length	0.200 KM	0.593 KM
	Line Length	0.216 KM	0.640 KM
	a) Plain	99%	99%
	b) Undulated terrain	1%	1%
2	Terrain	Mostly Plain	Mostly Plain
3	Snow bound Route (in Meters)	Nil	Nil
4	Length of line in heavy rainfall area which may affect working season (in Meters)	Nil	Nil
5	a) Angle Points	2 Nos.	4 Nos.
6	Forest	Nil	Nil
	a) Reserve Forest	Nil	Nil
	b) Protected Forest	Nil	Nil
	c) Open Scrub	Along the Route	Along the Route
7	Wildlife infringement	Nil	Nil
8	Animal/Bird Sanctuary	Nil	Nil
9	Infringement of endangered species habitat	Nil	Nil
10	National Park	Nil	Nil
11	Great Indian Bustard (GIB)area (Priority/GIB Potential Zone)	Nil	Nil
12	Creek, Marshy and low-laying area	Nil	Nil
13	No. of Pile/Special Foundation required	Nil	Nil
14	Transportation & Maintenance	Available	Available
15	Power Line crossings (110 kV & above)	1 No.	2 Nos.
16	Telecom Line Crossing	Nil	Nil
17	Railway crossings	Nil	Nil
18	Airport/Air strip	Nil	Nil
19	Upcoming Airport/Aviation zone/Air force Station	Nil	Nil
20	Army cantonment/Mining/No Go areas/Airstrips	Nil	Nil
21	River crossings	Nil	Nil
	a) Major	Nil	Nil
	b) Minor	Nil	Nil
22	NH Crossings	Nil	Nil
23	SH Crossings	Nil	Nil
24	Existing Gas/Petroleum/Oil Pipeline	Nil	Nil

LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.			
Sl. No.	**Description**	**Proposed Route – Loop In**	**Proposed Route – Loop Out**
25	Proposed Gas/Petroleum/Oil Pipeline	Nil	Nil
26	Circle rate of Land (per Acre)	Approx. Rs. 10.18 – 13.74 Lakh	Approx. Rs. 10.18 – 13.74 Lakh
27	Land Availability (if required for Acquisition)	Yes	Yes
	i) Extent of land available	Available	Available
	ii) Land use pattern (agricultural, barren, forest etc.)	Agricultural	Agricultural
	iii) Land ownership (Govt. Private, tribal, non-tribal etc.)	Private	Private
28	Approaches for construction	Yes	Yes
29	Wind Zone	3	3
30	District	Palghar	Palghar
31	State	Maharashtra	Maharashtra

Power Line Crossing (110 kV& above)

Loop In of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.				
Sr No.	**Circuit Details**	**Voltage rating in kV / Crossing**	**Name of Owner (SEB/DOT)**	**Crossing in between Angle Point**
1	400 KV D/C Padghe Tarapur line	400	PGCIL	AP02 - Gantry

Loop Out of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.				
Sr No.	**Circuit Details**	**Voltage rating in kV / Crossing**	**Name of Owner (SEB/DOT)**	**Crossing in between Angle Point**
1	400 KV D/C LILO on Padghe Gandhar for Boisar(PG)	400	PGCIL	AP02 - AP03
2	401 KV D/C Padghe Tarapur line	400	PGCIL	AP04 - Gantry

Railway Line Crossings

LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.						
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Metre / Narrow**	**Single/Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**	**Pol. No.**
Nil						

National Highway/State Highway Crossings

LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.					
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City/Town from Crossing**	**Approximate Both side KMs. Stone of Crossing**	**Remarks (Crossing Between Loc. No.)**
NIL					

River Crossings

LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.								
SL. No.	Name of River	Approximate Span in Meters (bank to bank width)	Perennial / Weathered Flow	HFL Information	Navigable / Non - Navigable	Remarks (Crossing in Between Loc. No.)	Pile Foundation required	Mid-span Piles required
Nil								

Forest Crossings

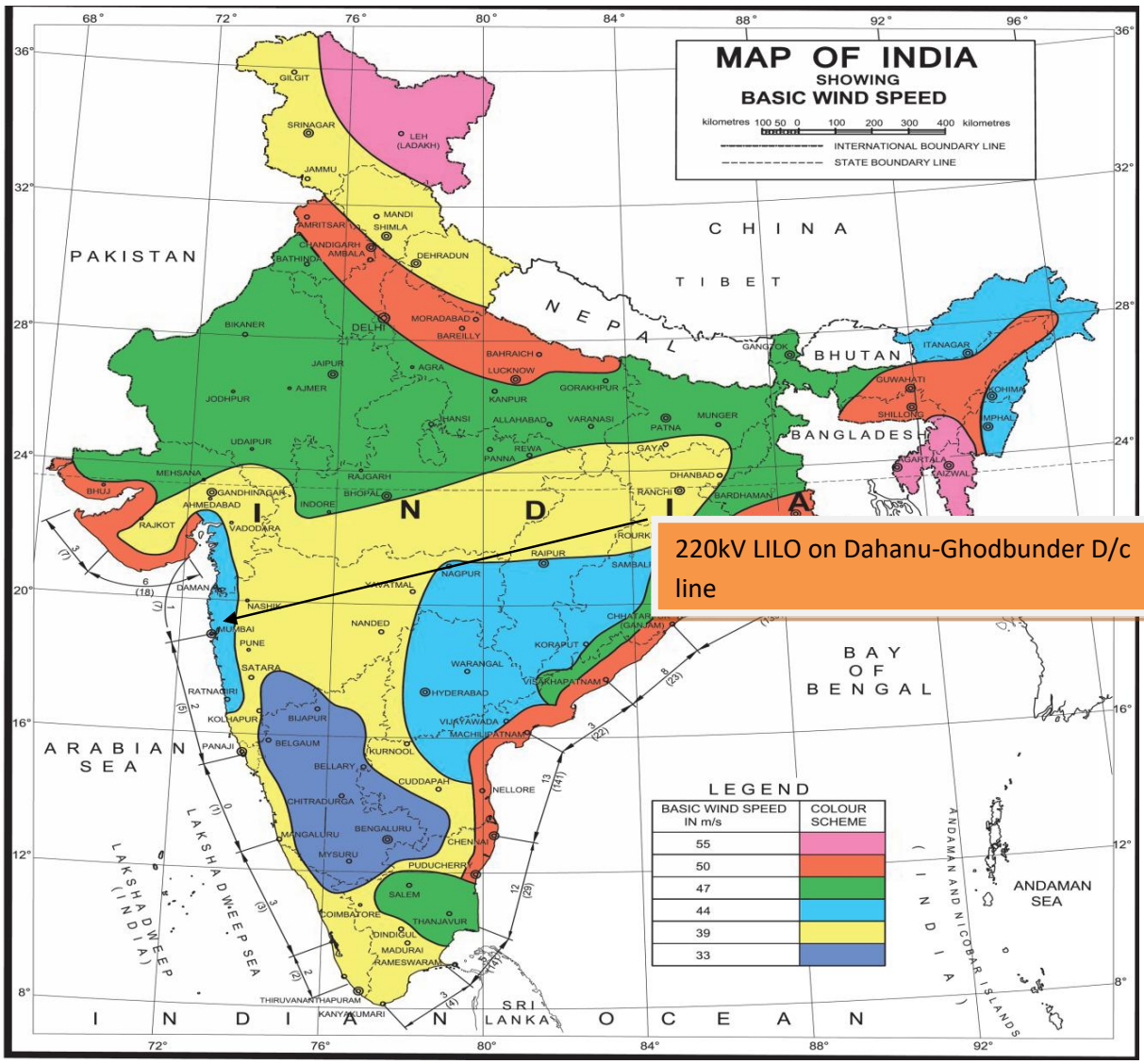
LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.				
SL. No.	Section AP to AP	Name of the Forest	Type of Forest (Reserved/Protected/Social/Revenue)	Forest Stretches(m)
Nil				

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossings

LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s.				
SL. No	Section AP to AP	Name of the Wildlife	Type of Wildlife (Reserved/Protected/Social/Revenue	Wildlife Stretches(Km)
Nil				

5.5 : Wind Zone Map

Wind Zone: The Proposed transmission line “LILO of 220 kV Dahanu-Ghodbunder D/c line at Velgaon S/s” is passing through wind zone 3.



5.6 :Result & Conclusion

Results & Conclusion

Referring to angle point summary and after initial inspection of physical maps updated with satellite images and walk over survey, the proposed route corridors was explored for the best route alignment. Special attention has been given to the existing EHV lines, forest, reserved forest, river crossings, national/state highways, minimum route length and habitation including plantation. After detailed analysis, the proposed transmission line route has been observed as most viable route for alignment due to its good approach, for construction and maintenance of the transmission line after construction. Finally, the Route marked Red in the route alignment drawing as has been proposed final route

5.7 : Route Alignment Map on Digitized Toposheets are enclosed separately

Section: 6

6.0: LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.

6.1 : Coordinates of both end

Substation Details

Taping Point of 220 kV Dahanu-Versova D/c line

Name of the substation	Latitude	Longitude
Tapping Point Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '53.46"	72°49 '50.76"

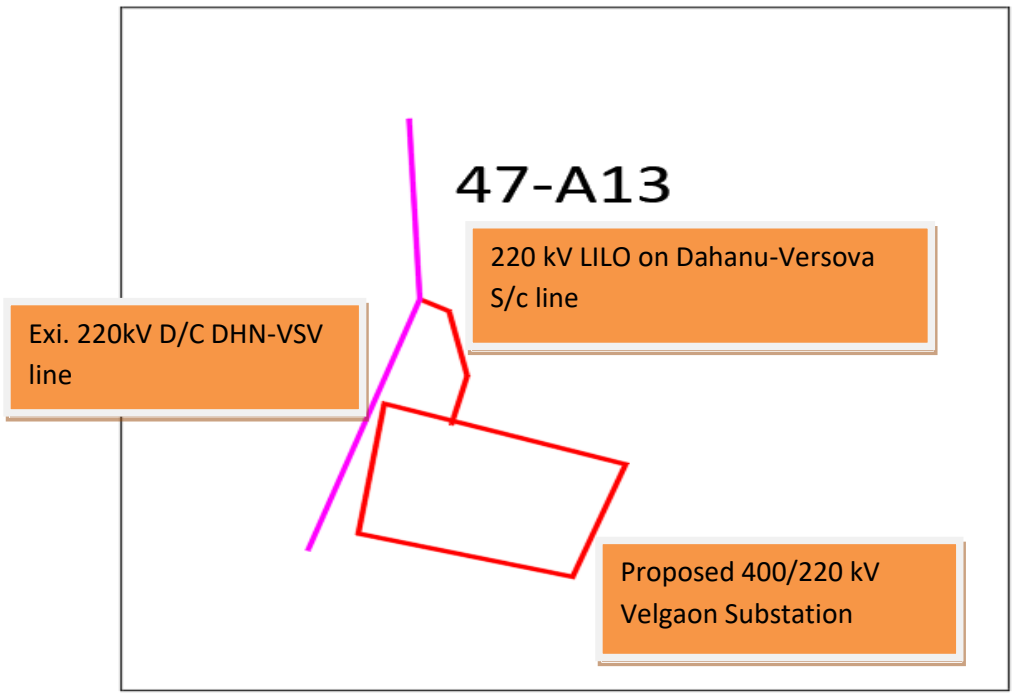
Proposed 400/220 kV Velgaon Substation.

Name of the substation	Latitude	Longitude
Proposed 400/220 kV Velgaon Substation Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '46.87"	72°49 '52.23"

Note: The exact coordinates of the LILO tapping points for 220 kV Dahanu-Versova S/c line are to be obtained from the owner of the transmission line during the execution stage for the construction of the LILO at Velgaon substation.

6.2 : Index Map of SOI Toposheets

Survey of India Toposheets Index Map (1:50000 scale)



6.3 : Angle Schedule of LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.

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LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.									
AP NO.	**Easting**	**Northing**	**Latitude**	**Longitude**	**Section Length In m.**	**Cumm. Length In m.**	**Deviation Angle**	**Crossing Details**	**Altitude (m)**
Tapp Point	272757	2190606	19°47 '53.46"	72°49 '50.76"		0.00	00°00'00"	Exi. 220kV D/C DHN-VSV line T.No 74	36
					41.59				
AP-01	272794	2190587	19°47 '52.85"	72°49 '52.04"		41.59	50°27'48.7"RT		35
					107.49				
AP-02	272817	2190482	19°47 '49.45"	72°49 '52.88"		149.08	26°33'43.7"RT		32
					81.49			400 KV D/C Padghe Tarapur line	
Gantry	272797	2190403	19°47 '46.87"	72°49 '52.23"		230.58	00°00'00"	Proposed 400/220kV Substation Velgaon	32

5.4 : Summary of Proposed LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.

LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.		
Sl. No.	**Description**	**Proposed Route**
1	Bee line length	0.207 KM
	Line Length	0.231 KM
	a) Plain	99%
	b) Undulated terrain	1%
2	Terrain	Mostly Plain
3	Snow bound Route (in Meters)	Nil
4	Length of line in heavy rainfall area which may affect working season (in Meters)	Nil
5	a) Angle Points	2 Nos.
6	Forest	Nil
	a) Reserve Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the Route
7	Wildlife infringement	Nil
8	Animal/Bird Sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB)area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-laying area	Nil
13	No. of Pile/Special Foundation required	Nil
14	Transportation & Maintenance	Available
15	Power Line crossings (110 kV& above)	1 No.
16	Telecom Line Crossing	Nil
17	Railway crossings	Nil
18	Airport/Air strip	Nil
19	Upcoming Airport/Aviation zone/Air force Station	Nil
20	Army cantonment/Mining/No Go areas/Airstrips	Nil
21	River crossings	Nil
	a) Major	Nil
	b) Minor	Nil
22	NH Crossings	Nil
23	SH Crossings	Nil
24	Existing Gas/Petroleum/Oil Pipeline	Nil
25	Proposed Gas/Petroleum/Oil Pipeline	Nil

LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.		
Sl. No.	**Description**	**Proposed Route**
26	Circle rate of Land (per Acre)	Approx. Rs.10.18 – 13.74 Lakh
27	Land Availability (if required for Acquisition)	Yes
	i) Extent of land available	Available
	ii) Land use pattern (agricultural, barren, forest etc.)	Agricultural
	iii) Land ownership (Govt. Private, tribal, non-tribal etc.)	Private
28	Approaches for construction	Yes
29	Wind Zone	3
30	District	Palghar
31	State	Maharashtra

Power Line Crossing (110 kV& above)

LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.				
Sr No.	**Circuit Details**	**Voltage rating in kV / Crossing**	**Name of Owner (SEB/DOT)**	**Crossing in between Angle Point**
1	400 KV D/C Padghe Tarapur line	400	PGCIL	AP02 - Gantry

Railway Line Crossings

LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.						
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Metre / Narrow**	**Single/Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**	**Pol. No.**
Nil						

National Highway/State Highway Crossings

LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.					
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City/Town from Crossing**	**Approximate Both side KMs. Stone of Crossing**	**Remarks (Crossing Between Loc. No.)**
NIL					

River Crossings

LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.								
SL. No.	Name of River	Approximate Span in Meters (bank to bank width)	Perennial / Weathered Flow	HFL Information	Navigable / Non - Navigable	Remarks (Crossing in Between Loc. No.)	Pile Foundation required	Mid-span Piles required
Nil								

Forest Crossings

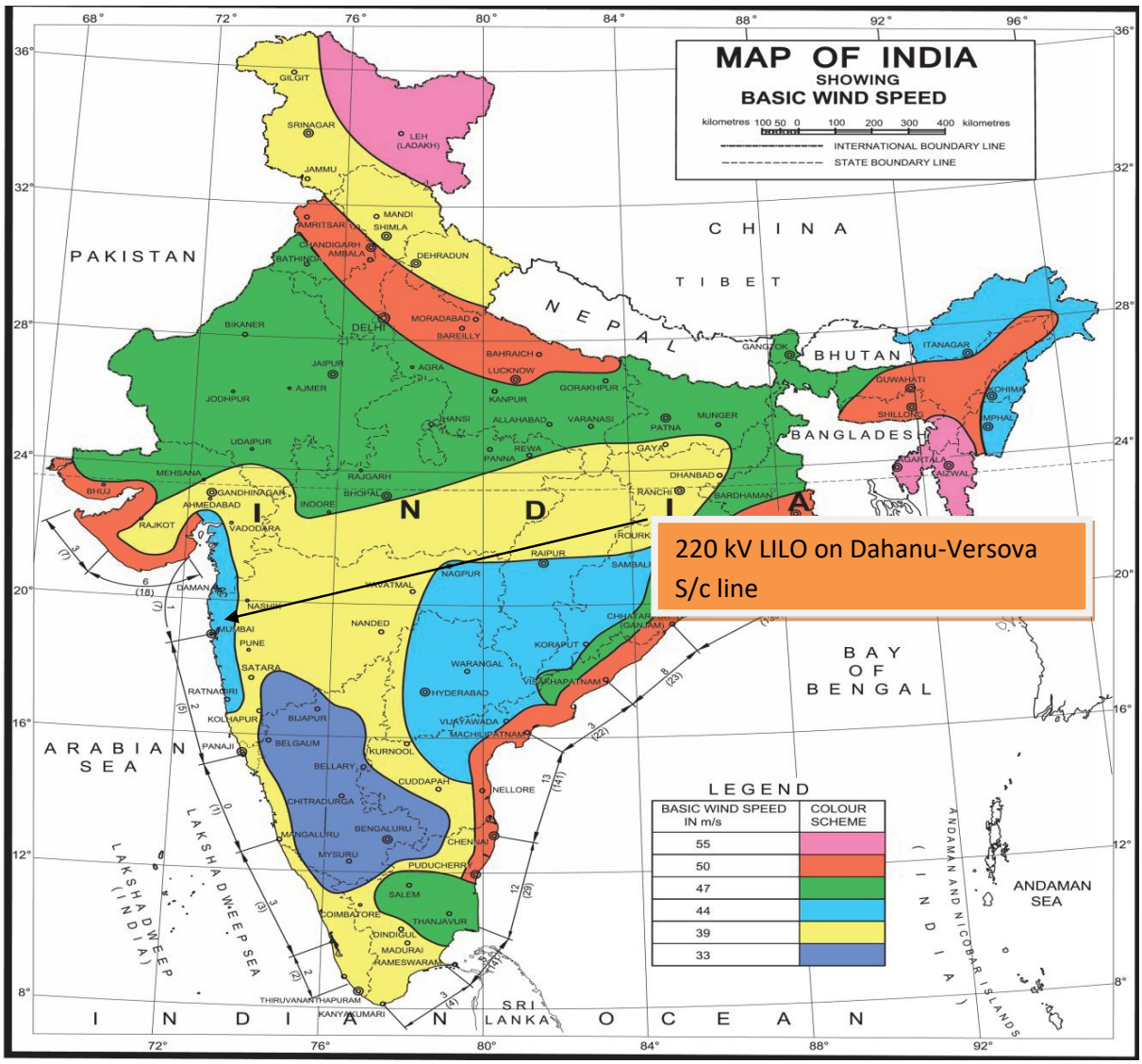
LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.				
SL. No.	Section AP to AP	Name of the Forest	Type of Forest (Reserved/Protected/Social/Revenue)	Forest Stretches(m)
Nil				

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossings

LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s.				
SL. No	Section AP to AP	Name of the Wildlife	Type of Wildlife (Reserved/Protected/Social/Revenue	Wildlife Stretches (Km)
Nil				

6.5 : Wind Zone Map

Wind Zone: The Proposed transmission line "LILO of 220 kV Dahanu-Versova S/c line at Velgaon S/s." is passing through wind zone 3.



6.6 :Result & Conclusion

Results & Conclusion

Referring to angle point summary and after initial inspection of physical maps updated with satellite images and walk over survey, the proposed route corridors was explored for the best route alignment. Special attention has been given to the existing EHV lines, forest, reserved forest, river crossings, national/state highways, minimum route length and habitation including plantation. After detailed analysis, the proposed transmission line route has been observed as most viable route for alignment due to its good approach, for construction and maintenance of the transmission line after construction. Finally, the Route marked Red in the route alignment drawing as has been proposed final route

6.7 : Route Alignment Map on Digitized Toposheets are enclosed separately

Section: 7

7.0: LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.

7.1 : Coordinates of both end

Substation Details

Tapping Point of Boisar-Versova D/c Line

Name of the substation	Latitude	Longitude
Tapping Point Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '53.46"	72°49 '50.76"

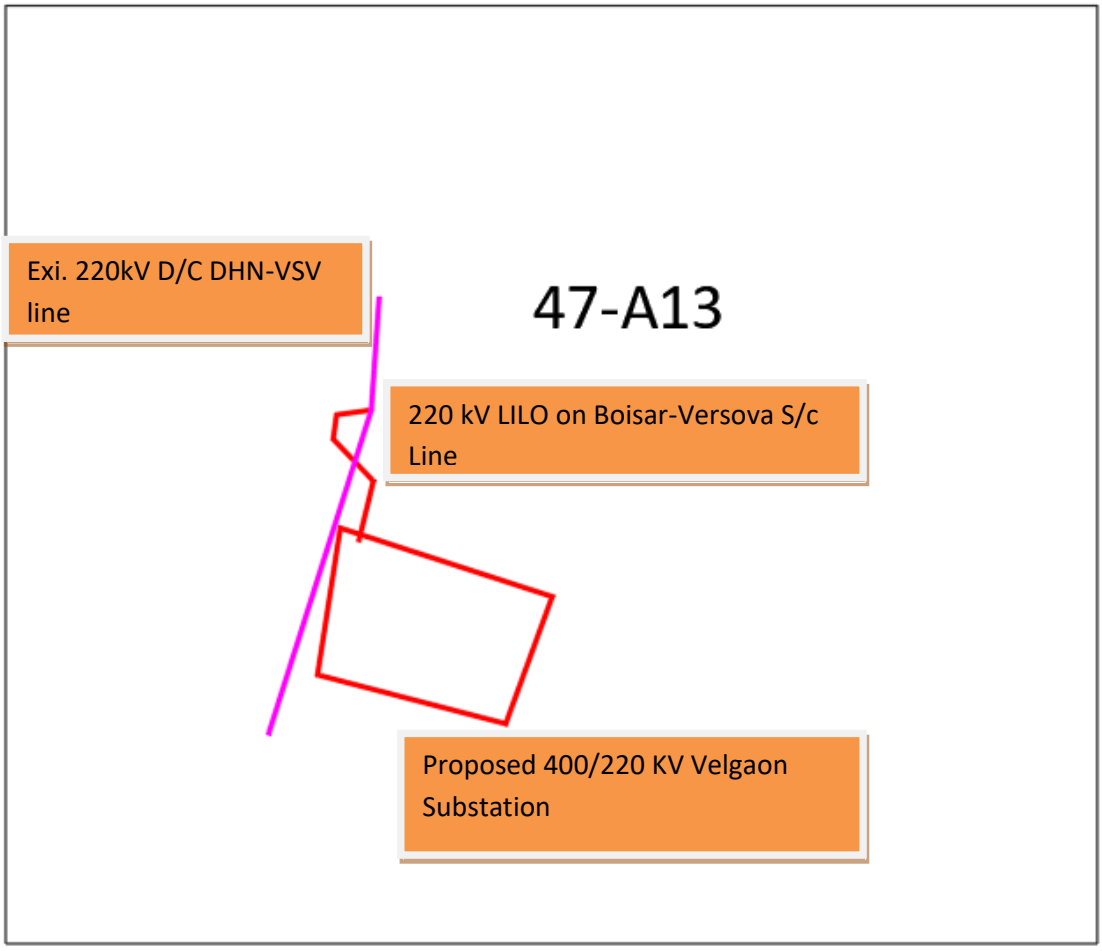
Proposed 400/220 kV Velgaon Substation.

Name of the substation	Latitude	Longitude
Proposed 400/220 kV Velgaon Substation Village: Kukade Taluka: Palghar District: Palghar State: Maharashtra	19°47 '47.34"	72°49 '50.23"

Note: The exact coordinates of the LILO tapping points for 220 kV Boisar-Versova S/c Line are to be obtained from the owner of the transmission line during the execution stage for the construction of the LILO at Velgaon substation.

7.2 : Index Map of SOI Toposheets

Survey of India Toposheets Index Map (1:50000 scale)



7.3 : Angle Schedule of LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.

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LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.									
AP NO.	**Easting**	**Northing**	**Latitude**	**Longitude**	**Section Length In m.**	**Cumm. Length In m.**	**Deviation Angle**	**Crossing Details**	**Altitude (m)**
Tapp Point	272757	2190606	19°47 '53.46"	72°49 '50.76"		0.00	00°00'00"	Exi. 220kV D/C DHN-VSV line T.No 74	36
					50.49				
AP-01	272707	2190599	19°47 '53.21"	72°49 '49.05"		50.49	57°39'52.2"LT		34
					34.37				
AP-02	272702	2190565	19°47 '52.1"	72°49 '48.89"		84.85	51°55'18.4"LT		35
					84.17			Exi. 220kV D/C DHN-VSV line	
AP-03	272760	2190504	19°47 '50.14"	72°49 '50.91"		169.03	57°16'41.4"RT		33
					88.53			400 KV D/C Padghe Tarapur line	
Gantry	272739	2190418	19°47 '47.34"	72°49 '50.23"		257.55	00°00'00"	Proposed 400/220kV Substation Velgaon	34

6.4 : Summary of Proposed LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.

LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.		
Sl. No.	**Description**	**Proposed Route**
1	Bee line length	0.189 KM
	Line Length	0.258 KM
	a) Plain	99%
	b) Undulated terrain	1%
2	Terrain	Mostly Plain
3	Snow bound Route (in Meters)	Nil
4	Length of line in heavy rainfall area which may affect working season (in Meters)	Nil
5	a) Angle Points	3 Nos.
6	Forest	Nil
	a) Reserve Forest	Nil
	b) Protected Forest	Nil
	c) Open Scrub	Along the Route
7	Wildlife infringement	Nil
8	Animal/Bird Sanctuary	Nil
9	Infringement of endangered species habitat	Nil
10	National Park	Nil
11	Great Indian Bustard (GIB)area (Priority/GIB Potential Zone)	Nil
12	Creek, Marshy and low-laying area	Nil
13	No. of Pile/Special Foundation required	Nil
14	Transportation & Maintenance	Available
15	Power Line crossings (110 kV& above)	2 Nos.
16	Telecom Line Crossing	Nil
17	Railway crossings	Nil
18	Airport/Air strip	Nil
19	Upcoming Airport/Aviation zone/Air force Station	Nil
20	Army cantonment/Mining/No Go areas/Airstrips	Nil
21	River crossings	Nil
	a) Major	Nil
	b) Minor	Nil
22	NH Crossings	Nil
23	SH Crossings	Nil
24	Existing Gas/Petroleum/Oil Pipeline	Nil
25	Proposed Gas/Petroleum/Oil Pipeline	Nil
26	Circle rate of Land (per Acre)	Approx. Rs.10.18 – 13.74 Lakh
27	Land Availability (if required for Acquisition)	Yes

LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.		
Sl. No.	**Description**	**Proposed Route**
	i) Extent of land available	Available
	ii) Land use pattern (agricultural, barren, forest etc.)	Agricultural
	iii) Land ownership (Govt. Private, tribal, non-tribal etc.)	Private
28	Approaches for construction	Yes
29	Wind Zone	3
30	District	Palghar
31	State	Maharashtra

Power Line Crossing (110 kV& above)

LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.				
Sr No.	**Circuit Details**	**Voltage rating in kV / Crossing**	**Name of Owner (SEB/DOT)**	**Crossing in between Angle Point**
1	Exi. 220kV D/C DHN-VSV line	220	-	AP02 - AP03
2	400 KV D/C Padghe Tarapur line	400	PGCIL	AP03 - Gantry

Railway Line Crossings

LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.						
SL. No.	**Name of the Railway Line**	**Type of Gauge Broad / Metre / Narrow**	**Single/Double Line**	**Electrified / Non-Electrified**	**Remarks (Crossing in Between Locs.)**	**Pol. No.**
Nil						

National Highway/State Highway Crossings

LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.					
SL. No.	**Name of the Road**	**Type Of Road National Highway / State Highway**	**Nearest City/Town from Crossing**	**Approximate Both side KMs. Stone of Crossing**	**Remarks (Crossing Between Loc. No.)**
NIL					

River Crossings

LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.								
SL. No.	Name of River	Approximate Span in Meters (bank to bank width)	Perennial / Weathered Flow	HFL Information	Navigable / Non - Navigable	Remarks (Crossing in Between Loc. No.)	Pile Foundation required	Mid-span Piles required
Nil								

Forest Crossings

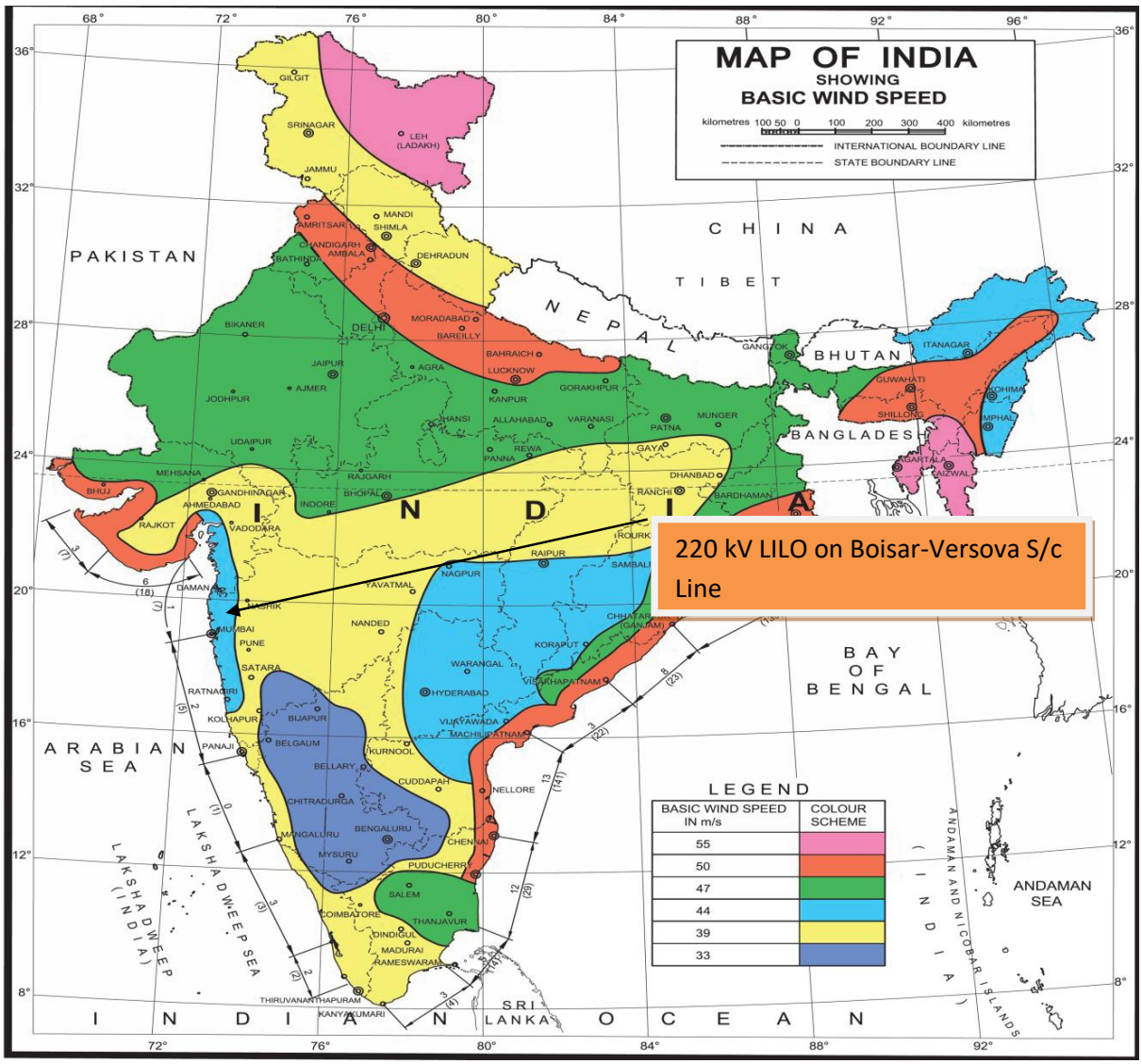
LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.				
SL. No.	Section AP to AP	Name of the Forest	Type of Forest (Reserved/Protected/Social/Revenue)	Forest Stretches(m)
Nil				

Wildlife/Elephant Corridor/Bird Sanctuary/GIB Crossings

LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.				
SL. No	Section AP to AP	Name of the Wildlife	Type of Wildlife (Reserved/Protected/Social/Revenue	Wildlife Stretches(Km)
Nil				

7.5 : Wind Zone Map

Wind Zone: The Proposed transmission line “LILO of 220 kV Boisar-Versova S/c Line at Velgaon S/s.” is passing through wind zone 3.



7.6 :Result & Conclusion

Results & Conclusion

Referring to angle point summary and after initial inspection of physical maps updated with satellite images and walk over survey, the proposed route corridors was explored for the best route alignment. Special attention has been given to the existing EHV lines, forest, reserved forest, river crossings, national/state highways, minimum route length and habitation including plantation. After detailed analysis, the proposed transmission line route has been observed as most viable route for alignment due to its good approach, for construction and maintenance of the transmission line after construction. Finally, the Route marked Red in the route alignment drawing as has been proposed final route

7.7: Route Alignment Map on Digitized Toposheets

EXHIBIT - G

विद्युत अधिनियम, २००३ च्या कलम ६८ अन्वये वेलगाव पॉवर ट्रान्समिशन कंपनी लि. या कंपनीस नवीन पारेषण वाहिन्या उभारण्यासाठी शासनाची पुर्व परवानगी देणे बाबत.

महाराष्ट्र शासन

उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग,

शासन निर्णय क्रमांक: संकीर्ण-२०२५/प्र.क्र.१७१/ऊर्जा-४,

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय, मुंबई-४०० ०३२

दिनांक: ०५ ऑगस्ट, २०२५

संदर्भ :

१) वेलगाव पॉवर ट्रान्समिशन कंपनी लि. यांचे क्र. Velgaon-PTL/InSTS /Approval/Section-68/2025-26/350, दि. ०९.०५.२०२५ रोजीचे पत्र.

२) मुख्य अभियंता, राज्य पारेषण उपक्रम यांचे क्र. MSETCL/CO/STU/TBCB/५२३०, दि. ०९.०६.२०२५ रोजीचे पत्र.

३) शासन निर्णय क्र. पावामो-२०२१/प्र.क्र.१७० (भाग-१)/ऊर्जा-४ दि. ०२.११.२०२२ व दि. ०१.१२.२०२२.

प्रस्तावना :-

महाराष्ट्रात सध्या विजेची मागणी २९,००० मेगा वॅट इतकी वाढली असून सन २०२६ मध्ये सदर मागणी ३४,००० ते ३५००० मेगा वॅट व सन २०३० मध्ये सदर मागणी ४२,००० ते ४५,००० मेगा वॅट पर्यंत पोहचण्याची शक्यता आहे. ही वस्तुस्थिती लक्षात घेता वाढत्या विजेच्या मागणीची पूर्तता करण्याकरिता पारेषण वाहिन्यांची क्षमता वाढविणे व पारेषण वाहिन्यांचे बळकटीकरण करणे अनिवार्य आहे. त्या अनुषंगाने ४०० के.व्ही. अति उच्चदाब उपकेंद्र व संबंधित जोड प्रणाली पारेषण वाहिन्या उभारणी, वीज दरावर आधारित स्पर्धात्मक निविदा प्रक्रिया व्दारे TBCB(Tariff Based Competitive Bidding) करणे नियोजित आहे. सबब, वेलगाव पॉवर ट्रान्समिशन कंपनी लि. या कंपनीकडून उभारण्यासाठी प्रस्तावित असलेल्या ४०० के.व्ही. अति उच्चदाब उपकेंद्र व संबंधित जोड प्रणाली पारेषण वाहिनीस विद्युत अधिनियम, २००३ च्या अंतर्गत कलम ६८ अन्वये पूर्वपरवानगी प्रदान करण्याबाबतचा विनंती प्रस्ताव शासन मान्यतेस्तव सादर करण्यात आला आहे. सदर प्रस्तावास मान्यता देण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय :-

४००/२२० के.व्ही. वेलगाव उपकेंद्र (GIS) व संबंधित जोड प्रणाली पारेषण वाहिन्या उभारण्यासाठी 'वीज दरावर आधारित स्पर्धात्मक निविदा' प्रक्रिया व्दारे (Tariff Based Competitive Bidding) पारेषण सेवा पुरवठादार (Transmission Service Provider) बोलीधारकाची निवड करण्यासाठी REC Power Development and Consultancy Limited (RECPDCL) यांना बोली प्रक्रिया समन्वयक (Bid Process Coordinator) म्हणुन नियुक्त केले आहे. (BPC) यांनी वेलगाव पॉवर ट्रान्समिशन कंपनी लि. ही विशेष हेतू साठी स्थापित केलेली संस्था (SPV) आहे.

वेलगाव पॉवर ट्रान्समिशन कंपनी लि. या कंपनीस वीजदरावर आधारित स्पर्धात्मक बोली निविदा प्रक्रिया राबवून ४००/२२० के.व्ही. वेलगाव उपकेंद्र (GIS) व संबंधित जोड प्रणाली पारेषण वाहिन्या उभारण्याकरिता वेलगाव पॉवर ट्रान्समिशन कंपनी लि. या कंपनीस भारतीय विद्युत अधिनियम, २००३ च्या कलम ६८ अंतर्गत खालील अटी आणि शर्तींच्या अधीन राहुन मान्यता प्रदान करण्यात येत आहे.

१. सदर वीज प्रकल्प उभारणी वेलगाव पॉवर ट्रान्समिशन कंपनी लि. स्वखर्चाने, विहित केलेल्या प्रमाणित पध्दतीने आणि तज्ञांच्या मार्गदर्शनाखाली व पर्यवेक्षणाखाली करेल. या वीज वाहिनीचा वापर कंपनीने ज्या प्रयोजनार्थ करावयाचा ठरविला आहे; केवळ त्याच प्रयोजनासाठी करणे कंपनीस बंधनकारक राहील.

२. सदर प्रकल्पाचे कामाचे स्वरुप व तपशिल खालीलप्रमाणे आहे:-

Sr.No.	Scope of the Transmission Scheme
1.	**Establishment of 3x500 MVA, 400/220 kV ICT Velgaon S/s (GIS)** • 400/220 kV, 500 MVA ICT-3 Nos. • 400 KV ICT bays - 3 Nos. • 400 kV Line bays - 4 Nos. • 220 kV ICT bays - 3 Nos. • 220 kV line bays- 10 Nos. • 125 MVAr Bus Reactor at 400 kV level - 1 No. • 220 kV Bus Sectionaliser bay -01 No. **Future Provisions: Space for** • 1x500MVA, 400/220kV ICT • 400 kV Line bays for connectivity with Boisar - II (PG)-02 Nos. • 220 kV Line bays - 04 nos. • 400kV ICT bay- 1 No. • 220kV ICT bay - 1 No • 220 kV Bus Sectionaliser bay -01 No
2.	400 kV LILO on Tarapur-Kudus II D/C line at Velgaon GIS
3.	220 kV LILO on Dahanu-Ghodbunder D/C line at Velgaon GIS
4.	220 kV LILO on Boisar-Borivali S/C line at Velgaon GIS
5.	220 kV LILO on Dahanu-Versova S/C line at Velgaon GIS
6.	220 kV LILO on Boisar-Versova S/C line at Velgaon

३. या वीज वाहिन्या कार्यान्वित करण्यापूर्वी / प्रभारीत करण्यापूर्वी याबाबतच्या सक्षम प्राधिकाऱ्याकडून यथास्थिती मुख्य विद्युत निरिक्षक / मुख्य अभियंता (विद्युत) यांची पूर्व परवानगी घेणे आवश्यक राहील.

४. वीज वाहिन्यांचे संचलन व व्यवस्थापन वेलगाव पॉवर ट्रान्समिशन कंपनी लि. स्वत: करेल.

५. वीज वाहिनी उभारल्यानंतर संबंधित शेतकऱ्यांच्या / संबंधित जागा मालकांच्या जर काही तक्रारी असल्यास सक्षम प्राधिकाऱ्यांसमवेत विचारविनिमय करून त्या तक्रारींचे योग्यरित्या निराकरण करण्याची जबाबदारी वेलगाव पॉवर ट्रान्समिशन कंपनी लि. यांची असेल.

६. सदर वीज वाहिनी उभारणे व कार्यान्वित ठेवणे या अनुषंगाने आवश्यक असलेले सर्व परवाने मिळवणे, विहित केलेल्या निकषांची पूर्तता करणे तसेच शासनाच्या विविध

प्राधिकरणे / विभाग / वीज नियामक आयोग इ. चे इतर प्रचलित नियम त्याचप्रमाणे शासनाने वेळोवेळी मंजूर केलेले नियम व अटीशर्ती कंपनीवर बंधनकारक राहतील.

७. सदर परवान्याचा कालावधी परवानापत्र दिल्यापासून ३५ वर्षांचा असेल, उक्त कालावधी संपुष्टात आल्यानंतर शासन सदर वाहिनीबाबत उचित आढावा घेऊन निर्णय घेईल.

८. विद्युत अधिनियम, २००३ च्या कलम ६८ मधील अटी व शर्ती व त्यामध्ये वेळोवेळी होणारे बदल, या विभागाचे **शासन निर्णय क्र. पावामो-२०२१/प्र.क्र.१७० (भाग-१)/ऊर्जा-४, दि. ०२.११.२०२२ व दि. ०१.१२.२०२२ मधील नमूद** अटी व शर्ती तसेच राज्य शासन व केंद्र शासनाची अशा पारेषण वाहिन्यासंबंधिची वेळोवेळी जाहीर झालेली/होणारी धोरणे मार्गदर्शक सूचना या पारेषण वाहिन्यांस लागू राहतील.

हा शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संगणक संकेतांक क्रमांक २०२५०८०५१८००५२८३१० असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

Digitally signed by UDDHAV RABHAJI DAHIPHALE
Date: 2025.08.05 18:02:02 +05'30'

(उ. र. दहिफळे)
सह सचिव, महाराष्ट्र शासन

प्रत:

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

Regarding granting prior permission of the Government to Velgaon Power Transmission Company Ltd. to construct new transmission lines under Section 68 of the Electricity Act, 2003.

Government of Maharashtra
Industries, Energy, Labour and Mines Department,
Government Decision No.: Miscellaneous-2025/Pro.No.171/Energy-4,
Madam Cama Road, Hutatma Rajguru Chowk,
Mantralaya, Mumbai-400 032
Date: 05 August, 2025.

Reference:

1) Velgaon Power Transmission Company Ltd. No. Velgaon-PTL/InSTS /Approval/Section-68/2025-26/350, dated 09.05.2025.

2) Letter from Chief Engineer, State Transmission Undertaking No. MSETCL/CO/STU/TBCB/5230, dated 09.06.2025.

3) Government Decision no. Pavamo-2021/Pro.No.170 (Part-1)/ Energy-4 dt. 02.11.2022 and dt. 01.12.2022.

Introduction :-

The current electricity demand in Maharashtra has increased to 29,000 megawatts and is expected to reach 29,000 megawatts by 2026.

The demand is 34,000 to 35,000 mega watts and in the year 2030, the demand will increase to 42,000 to 45,000 mega watts is likely to reach. Considering this fact, to meet the increasing demand for electricity

It is imperative to increase the capacity of transmission lines and strengthen transmission lines. Accordingly, 400 kV Extra High Voltage Substation and related connection system transmission line construction, electricity rate.

It is planned to conduct TBCB (Tariff Based Competitive Bidding) through a tariff-based competitive bidding process.

Subb, Velgaon Power Transmission Company Ltd. The proposed 400

KV Extra High Voltage Substation and related connection system transmission line as per Electricity Act, 2003 Request for prior permission under Section 68 of the Act submitted to the Government for approval.

The matter of approving the said proposal was under consideration of the government.

Government Decision :-

REC Power Development and Consultancy Limited (RECPDCL) has been appointed as the Bid Process Coordinator for the selection of the Transmission Service Provider (TSP) through the 'Tariff Based Competitive Bidding' process for the construction of 400/220 kV Velgaon Substation (GIS) and associated interconnection system transmission lines. (BPC) Velgaon Power Transmission Company Ltd. is a Special Purpose Vehicle (SPV).

Velgaon Power Transmission Company Ltd. is hereby granted approval under Section 68 of the Indian Electricity Act, 2003, subject to the following terms and conditions, for the construction of 400/220 kV Velgaon Substation (GIS) and associated interconnection system transmission lines through competitive bidding process based on electricity rates.

1. The said power project will be constructed by Velgaon Power Transmission Company Ltd. at its own expense, in the prescribed standard method and under the guidance and supervision of experts. The company shall be bound to use this power line only for the purpose for which it has decided to use it.

2. The nature and details of the work of the said project are as follows:-

Sr. No.	Scope of the Transmission Scheme
1.	Establishment of 3x500 MVA, 400/220 kV ICT Velgaon S/s (GIS) • 400/220 kV, 500 MVA ICT-3 Nos. • 400 KV ICT bays - 3 Nos. • 400 kV Line bays - 4 Nos. • 220 kV ICT bays - 3 Nos. • 220 kV line bays- 10 Nos. • 125 MVAr Bus Reactor at 400 kV level - 1 No. • 220 kV Bus Sectionaliser bay -01 No. Future Provisions: Space for • 1x500MVA, 400/220kV ICT • 400 kV Line bays for connectivity with Boisar - II (PG)-02 Nos. • 220 kV Line bays - 04 nos. • 400kV ICT bay- 1 No. • 220kV ICT bay - 1 No • 220 kV Bus Sectionaliser bay -01 No
2.	400 kV LILO on Tarapur-Kudus II D/C line at Velgaon GIS
3.	220 kV LILO on Dahanu-Ghodbunder D/C line at Velgaon GIS

4.	220 kV LILO on Boisar-Borivali S/C line at Velgaon GIS
5.	220 kV LILO on Dahanu-Versova S/C line at Velgaon GIS
6.	220 kV LILO on Boisar-Versova S/C line at Velgaon

3. Before commissioning/taking charge of these power lines, it will be necessary to obtain prior permission from the competent authority, Chief Electrical Inspector/Chief Engineer (Electrical), as the case may be.

4. Velgaon Power Transmission Company Ltd. will operate and manage the power lines itself.

5. After the construction of the power line, if there are any complaints from the concerned farmers/regarded land owners, it will be the responsibility of Velgaon Power Transmission Company Ltd. to properly resolve those complaints by discussing with the competent authorities.

6. Obtaining all necessary permits, fulfilling the prescribed norms and complying with various government regulations in connection with the construction and operation of the said power line. Other prevailing rules of the Authorities/Departments/Electricity Regulatory Commission etc. as well as the rules and conditions approved by the Government from time to time shall be binding on the Company.

7. The period of the said license will be 35 years from the date of issue of the license. After the expiry of the said period, the government will take a proper review and take a decision regarding the said channel.

8. The terms and conditions of Section 68 of the Electricity Act, 2003 and amendments thereto from time to time, the terms and conditions mentioned in the Government Decision No. Pavamo-2021/Pr.No.170 (Part-1)/Energy-4, dated 02.11.2022 and 01.12.2022 of this Department and the policies and guidelines of the State Government and the Central Government regarding such transmission lines announced/to be announced from time to time shall remain applicable to these transmission lines.

This government decision has been made available on the Maharashtra Government website www.maharashtra.gov.in and its computer code number is 202508051800528310. This order is being issued by authenticating it with a digital signature.

By order and in the name of the Governor of Maharashtra

Digitally signed by UDDHAV RABHAJI DAHIPHALE

Date: 2025.08.05 18:02:02 +05'30'

(Dahiphale)
Joint Secretary, Government of Maharashtra

Copy to:

1) Secretary to Hon'ble Governor, Raj Bhavan, Malabar Hill, Mumbai

2) Additional Chief Secretary to Hon'ble Chief Minister, Maharashtra State, Mantralaya, Mumbai

3) Secretary to Hon'ble Deputy Chief Minister (Urban Development), Mantralaya, Mumbai

4) Secretary to Hon'ble Deputy Chief Minister (Finance and Planning), Mantralaya, Mumbai

5) Private Secretary to Hon'ble Minister of State, Energy, Mantralaya, Mumbai.

6) Hon. Chief Secretary, State of Maharashtra, Ministry, Mumbai.

7) Additional Chief Secretary (Energy), Industries, Energy, Labour and Mines Department, Mantralaya, Mumbai

8) Additional Chief Secretary, Planning Department, Ministry, Mumbai

9) Additional Chief Secretary, Finance Department, Ministry, Mumbai

10) Chairman and Managing Director, Maharashtra State Electricity Transmission Company Limited. Prakashganga, Bandra-Kurla Complex, Bandra (East), Mumbai

11) Chairman and Managing Director, Maharashtra State Electricity Distribution Company, Marya, Prakashgad, Bandra (East), Mumbai

12) Chairman and Managing Director, Maharashtra State Power Generation Company, Marya, Prakashgad, Bandra (East), Mumbai

13) Electoral Officer (Energy-4), Department of Industries, Energy, Labour and Mines, Mantralaya, Mumbai

REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power, Govt. of India)

REC Power Development

Ref. No.: RECPDCL/TBCB/Velgaon/2025-26/2898 Date: 21.11.2025 23

M/s Ceigall India Limited
Plot No. 452, Udyog Vihar,
Phase-V, Near GPO-Gurugram,
Behind Enkay Tower, Gurugram-122016

Kind Attention: Sh. Prem Kamra, Manager (Tendering)

Subject: "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding (TBCB) Process – **Letter of Intent.**

Dear Sir,

We refer to:

1. The Request for Proposal (RfP) dated 13.03.2025 comprising RfP, Draft Transmission Service Agreement, Share Purchase Agreement and Survey Report dated 16.06.2025 issued to M/s Ceigall India Limited, as regards participation in the Global Invitation for Bids for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding (TBCB) Process including all correspondence/clarifications/ amendments/errata/corrigendum issued by REC Power Development and Consultancy Limited in regard thereto (hereinafter collectively referred to as the 'Final RFP') till the submission Bid Deadline and as listed below:

   (i) Amendment-I dated 03.04.2025,
   (ii) Amendment-II and Clarifications dated 05.05.2025,
   (iii) Amendment-III dated 10.05.2025,
   (iv) Amendment-IV and dated 14.05.2025,
   (v) Amendment-V and Additional Clarifications dated 19.05.2025,
   (vi) Amendment-VI dated 29.05.2025,
   (vii) Amendment-VII dated 11.06.2025,
   (viii) Additional Clarifications dated 18.06.2025,

2. The offer of M/s Ceigall India Limited by way of a Technical Bid pursuant to (1) above submitted on 19.06.2025 in response to the Final RFP.

3. The Initial Price Offer of M/s Ceigall India Limited as submitted on 19.06.2025 in response to the Final RFP.

4. The final offer (which is same as Initial Price Offer) of M/s Ceigall India Limited, discovered during e-Reverse Auction, conducted on 18.07.2025 in response to the Final RFP.

5. The Technical Bid as in (2) above, the Initial Price Offer as in (3) above and the Final Offer as in (4) above hereinafter collectively referred to as the 'Bid'.

We are pleased to inform you that your proposal and offer received by way of the 'Bid' has been accepted and M/s Ceigall India Limited is here by declared as Successful Bidder as per clause 3.6.1 of the Final RFP for the above project and consequently, this Letter of Intent (hereinafter referred to as the 'LoI') is being issued in 2 copies, One original plus One copy.

This LoI is based on the Final RFP and is further contingent upon you satisfying the following conditions:

(a) Acknowledging its issuance and unconditionally accepting its contents and recording 'Accepted unconditionally' under the signature and stamp of your authorized signatory on each page of the

D-Block, REC World Headquarter, Plot No. I-4, Sector-29, Gurugram, (Haryana) - 122001.
E-mail: co@recpdcl.in | Tel.: 0124-4441300 | www.recpdcl.in | CIN No. RECPDCL-U40101DL2007GOI165779 GST No. 06AADCR7399K1ZP

duplicate copy of this letter attached herewith and returning the same to REC Power Development and Consultancy Limited within 7 (Seven) days from the date of issuance of LoI.

(b) Completion of various activities as stipulated in the RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP within the timelines as prescribed therein.

(c) Provide the Contract Performance Guarantee of Rs. 9.35 Crore (Rupees Nine Crore Thirty-Five Lakhs Only) within 10 (Ten) days from issue of this LoI, in favour of the Long-Term Transmission System User(s), as per the provisions of Clause 2.12.

It may be noted that REC Power Development and Consultancy Limited has the rights available to them under the Final RFP, including rights under clause 2.15.5 and 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission Charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of transmission elements as agreed by you in your Bid, as per Annexure 21 and Format-1 of Annexure-8 respectively of the Final RFP is enclosed herewith as Schedule-A and incorporated herein by way of reference.

Further, please note that relationship of M/s Ceigall India Limited with the REC Power Development and Consultancy Limited & Long-Term Transmission System User(s) will be governed solely on the basis of the Final RFP.

You are requested to unconditionally accept the LoI, and record on one copy of the LoI, 'Accepted unconditionally', under the signature of the authorized signatory of your Company and return such copy to us within 7 (Seven) days of issue of LoI.

Yours faithfully

23/11/25

(Vijay Kulkarni)
Sr. GM & HoD (T&D)

Enclosures:

1. Schedule A: Quoted Transmission Charges and the scheduled COD of transmission element submitted in your Bid, as per Annexure 21 and Format-1 of Annexure-8 respectively of the Final RfP.

Copy for kind information to:

1. **Additional Chief Secretary (Energy), Government of Maharashtra, Industry, Energy, Labour and Mining Department,** Madam Cama Road, Hutama Rajguru Chowk, Mantralaya, Mumbai – 400 032.

2. **Secretary, Maharashtra Electricity Regulatory Commission,** World Trade Centre, Centre No. 1, 13th Floor, Cuffe Parade, Mumbai 400 005

3. **Chairman & Managing Director, Maharashtra State Electricity Transmission Company Limited,** 'Prakashganga', Plot No. C-19, E- Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

4. **Chief Engineer (STU), Maharashtra State Electricity Transmission Company Limited,** Prakashganga, 4th floor/ 'A' Wing, Plot C-19, E-block, BKC, Bandra (E), Mumbai-400 051

ANNEXURE 21 - FORMAT FOR FINANCIAL BID

Quoted Annual Transmission Charges: Rs. 585.00 Million

Notes:

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

Celgall
PURSUIT WITH EXCELLENCE
(As ISO : 9001-2008 Certified Company)
CIN-L45201PB2002PLC025257

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

Date: 08-07-2025

To,

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

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Intra-State Transmission System for "Establishment of 400/220 kV Velgaon Substation (GIS)".

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

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

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

3. We give our unconditional acceptance to the RFP dated 13.03.2025 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

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

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

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

7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement, to the extent and only in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of Clause 2.5.8 of this RFP and Article 18.1 of the Transmission Service Agreement. ***(Note:** This is applicable only in case of a Bidding Consortium) – **Not Applicable***

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

S. No	**Name of the Transmission Element**	**Scheduled COD in months from Effective Date**	**Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project**	**Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element**
1.	Establishment of 3x500 MVA, 400/220 kV ICT **velgaon** S/s (GIS)	24 Months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV LILO on Tarapur Kudus II D/c line at **velgaon GIS**			
3.	220 kV LILO on Dahanu Ghodbunder D/c line **at velgaon GIS**			
4.	220 kV LILO on Boisar Borivali S/c line **at velgaon GIS**			
5.	220 kV LILO on Dahanu Versova S/c line **at velgaon GIS**			
6.	220 kV LILO on Boisar Versova S/ C **line at velgaon GIS**			

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

Scheduled COD for the Project: 24 Months from Effective Date



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

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

   b. Financial Bid is unconditional.

   c. Only one Financial Bid has been submitted.

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of **VELGAON POWER TRANSMISSION LIMITED**, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.

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

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

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

Note:

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



Celgall

PURSUIT WITH EXCELLENCE

(As ISO : 9001-2008 Certified Company)

CIN : L45201PB2002PLC025257

Ref: CIL/BD/REC/VELGAON/2025-26/197 **Dated: 28.11.2025**

To
REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122001

Subject: Acceptance of Letter of Intent for "Establishment of 400/220 kV Velgaon Substation (GIS)" through Tariff Based Competitive Bidding (TBCB) Process

Dear Sir,

We, M/s Ceigall India Limited, acknowledge receipt of your Letter of Intent (LoI) dated 23.11.2025 regarding the above-mentioned project.

We hereby unconditionally accept the issuance and contents of the LoI and confirm our acceptance by recording "Accepted unconditionally" on each page of the duplicate copy of the LoI, duly signed and stamped by our authorized signatory, which is being returned herewith in compliance with the stipulated requirement.

Further, to requirements under Clause 2.15.2 – for submission of Performance Bank Guarantee, SPA & TSA, we request to kindly provide with the schedule and confirm the amount of Performance Guarantee (if any changes to amount mentioned in LoI).

Also, kindly provided with the updated list of Long Term Transmission System Users. Same is required to be furnished to our bankers for obtaining the Peformance Bank Guarantee.

We assure you of our full cooperation and commitment to successful execution of the project in accordance with the provisions of the Final RFP and the Transmission Service Agreement.
Thank you for entrusting us with this responsibility.

We look forward to your kind response at the earliest.

With Regards

CEIGALL INDIA LIMITED

M/s Ceigall India Limited
Authorized Signatory

EXHIBIT - I

फा. सं./F.No. 27-44/1/2024-REC DESK
भारत सरकार /Government of India
विद्युत मंत्रालय/Ministry of Power
***

Shram Shakti Bhawan, Rafi Marg,
New Delhi, dated the 19th December, 2025

To

The CEO, RECPDCL
Plot No. I-4, Sector-29,
Gurugram (Haryana)-122001.

Subject: Approval for Sale and transfer of Velgaon Power Transmission Limited to the M/s Ceigall India limited.– Regarding.

Sir,

I am directed to refer to RECPDCL's letter SEC No.1/219/2025/4112 dated 12.12.2025, on the subject mentioned above and to convey the approval of competent authority for divesting the shareholding of RECPDCL and its nominee in "Velgaon Power Transmission Limited" to "M/s Ceigall India limited". the Successful Bidder, with a view to facilitate transfer of the SPV to the successful bidder as required under Ministry of Heavy Industries, Department of Public Enterprises O.M. No. 22(1)/2009-GM dated 04.02.2010.

Yours faithfully,

(Nidhi Juneja)
Under Secretary to the Govt. of India
email: juneja.n13@nic.in /
sopfcrec-mop@gov.in
Tel: 011-23711302

Copy for information and necessary action to:

1. CMD, REC Ltd
2. US (Trans), MoP. with the request that transmission wing should also write to concerned states informing about the project for extending all possible help in assessment of compensation to be paid to landowners and also expediting forest clearance, if involved in the project.
3. Sr. PPS to Secretary (Power)/JS (Distt. &Reforms)/Dir (Distt.), Ministry of Power.



महाराष्ट्र MAHARASHTRA ◐ 2025 ◐ EP 379425

प्रधान मुद्रांक कार्यालय, मुंबई
पे.मु.वि.क्र. ८०००२०
- 1 JAN 2026
सक्षम अधिकारी

श्रीमती सुषमा चव्हाण

This forms part and parcel of the Transmission Service Agreement signed on the 9th day of January 2026 between the Maharashtra State Transmission Utility (STU), Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-19, E-Block, BKC Complex, Bandra (E), Mumbai – 400051, and Velgaon Power Transmission Limited, incorporated under the Companies Act, 2013, having its registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi – 110 003.

C E (STU) MSETCL

Velgaon Power Transmission Limited New Delhi 110003 Core-4, Scope Complex-7, Lodhi Road

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING

FOR

ESTABLISHMENT OF 400/220 KV VELGAON SUBSTATION (GIS)

BETWEEN THE

MAHARASHTRA STATE TRANSMISSION UTILITY (STU)

(NODAL AGENCY)

AND

VELGAON POWER TRANSMISSION LIMITED

09.01.2026

CE (STU) MSETCL

Velgaon Power Transmission Limited New Delhi 110003

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THIS TRANSMISSION SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 9th day of January Two Thousand and Twenty- Six.

BETWEEN:

The Maharashtra State Transmission Utility (STU), Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-19, E-Block, BKC Complex, Bandra (E), Mumbai – 400051, acting as a Nodal Agency (referred to as the "Nodal Agency"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

Velgaon Power Transmission Limited, incorporated under the Companies Act, 2013, having its registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi – 110 003 (herein after referred to as "Transmission Service Provider" or "TSP" or "Licensee", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

("Nodal Agency" and "TSP" are individually referred to as "Party" and collectively as the "Parties")

AND WHEREAS:

A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project)

B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.

C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of Velgaon Power Transmission Limited, along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.

D) The TSP has agreed to make an application for a Transmission License to the State Commission for setting up the Project on build, own, operate and transfer basis.

E) The TSP has further agreed to make an application to the State Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.

F) The TSP has agreed to execute the agreement(s) required, if any, under MERC MYT Regulations within fifteen (15) days from the date of grant of Transmission License from the State Commission.

G) The TSP agrees to the terms and conditions laid down under MERC MYT Regulations, for making available the intra-state Transmission System and charge the Transmission Charges in accordance with the terms and conditions of MERC MYT Regulations.

H) The billing, collection and disbursement of the Transmission Charges by the Nodal Agency to the Licensee shall be governed as per this agreement.

I) The terms and conditions stipulated in the Transmission License issued by the State Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the State Commission shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE: 1

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

1.1.1 The words / expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued / framed by the State Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

The words/expressions when used in this Agreement shall have the respective meanings as specified below:

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

"Act" or **"Electricity Act"** or **"Electricity Act 2003"** shall mean the Electricity Act, 2003 and any amendments made to the same or any succeeding enactment thereof;

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

i. controls or

ii. is controlled by or

iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and "**control**" means ownership by one entity of at least twenty six percent (26%) of the voting rights of the other entity;

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, attached herewith in Schedule 6;

"Bid" shall mean technical bid and financial bid submitted by the Bidder, in response to the RFP, in accordance with the terms and

conditions of the RFP;

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

"Bidding Company" shall refer to such single company that has made a Response to RFP for the Project;

"Bidding Consortium / Consortium" shall refer to a group of companies that has collectively made a Response to RFP for the Project;

"Bid Documents" or **"Bidding Documents"** shall mean the RFP, along with all attachments thereto or clarifications thereof;

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

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

"Bill" shall mean any bill raised by the STU on the LTTSUs to recover the Intra State Transmission Charges pursuant to the MERC MYT Regulations;

"Business Day" shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the Nodal Agency registered office is located and the concerned TSP are located;

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

"Change in law" shall have the meaning ascribed thereto in Article 12;

"Commercial Operation Date" or **"COD"** shall mean the date as per Article 6.2;

"Central Commission" or **"CERC"** shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, 2003 or its successors and

assigns;

"Central Government" or **"GOI"** shall mean the Government of India;

"Competent Court of Law" shall mean the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to the Project;

"Connection Agreement" shall mean the agreement between the CTU or Maharashtra STU or any other concerned parties and the TSP, setting out the terms relating to the connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System/ Intra State Transmission System (as the case may be) as per the provisions of the IEGC/ State Grid Code, as the case may be;

"Consultation Period" shall mean the period of sixty (60) days or such longer period as the Parties may agree, commencing from the date of issue of a TSP's Preliminary Notice or a Nodal Agency's Preliminary Termination Notice, as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

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

"Construction Period" shall mean the period from (and including) the Effective Date of the Transmission Service Agreement up to (but not including) the COD of the Element of the Project in relation to an Element and up to (but not including) the COD of the Project in relation to the Project;

"Contractors" shall mean the engineering, procurement, construction, operation & maintenance contractors, surveyors, advisors, consultants, designers, suppliers to the TSP and each of their respective sub- contractors (and each of their respective

successors and permitted assigns) in their respective capacities as such;

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;

"Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning on the COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the TSA;

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

"Day" shall mean a day starting at 0000 hours and ending at 2400 hours;

"D/C" shall mean Double Circuit;

"Dispute" shall mean any dispute or difference of any kind between the Parties, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

"Effective Date" for the purposes of this Agreement, shall have the same meaning as per Article 2.1 of this Agreement;

"Electrical Inspector" shall mean a person appointed as such by the State Government under sub-section (1) of Section 162 of the Electricity Act 2003 and also includes Chief Electrical Inspector;

"Electricity Rules 2005" shall mean the rules framed pursuant to the Electricity Act 2003 and as amended from time to time;

"Element" shall mean each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station of the Project, including ICTs, Reactors, SVC, FSC, etc. forming part of the Intra-State Transmission System, which will

be owned, operated and maintained by the concerned Licensee, and which has a separate Scheduled COD as per Schedule 2 of this Agreement and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 5 of this Agreement;

"Event of Default" shall mean the events as defined in Article 13 of this Agreement;

"Expiry Date" shall be the date which is thirty five (35) years from the COD of the Project;

"Financial Closure" shall mean the first Business Day on which funds are made available to the TSP pursuant to the Financing Agreements;

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

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Long Term Transmission System User/Nodal Agency;

"Financial Year" shall mean a period of twelve months at midnight Indian Standard Time (IST) between 1st April & 31st March;

"Force Majeure" and **"Force Majeure Event"** shall have the meaning assigned thereto in Article 11;

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

"Independent Engineer" shall mean an agency/ company, appointed by Nodal Agency in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects.

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or CERC or MERC or tribunal or judicial or quasi-judicial body in India but excluding the CTU, Maharashtra STU, TSP and the Long Term Transmission System Users;

"Insurances" shall mean the insurance cover to be obtained and maintained by the TSP in accordance with Article 9 of this Agreement;

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU's / STU's / ISTS Licensee's / Designated InSTS Customers substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipments not forming part of the Project;

"Invoice" shall mean a Monthly Transmission Charges Invoice or Monthly Bill comprising the Monthly Transmission Charges, as per Schedule 4 hereof, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

"Licensee" shall be the TSP under this Agreement, consequent to having been awarded a Transmission License by MERC and shall be referred to as the TSP or the Licensee, as the context may require in this Agreement;

"Law" or "Laws" in relation to this Agreement, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation, notification, order or code, or any interpretation of any of them by an Indian Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the State Commission;

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

"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with

the Reserve Bank of India (RBI), insurance companies registered with the Insurance Regulatory & Development Authority (IRDA), pension funds regulated by the Pension Fund Regulatory & Development Authority (PFRDA),mutual funds registered with Securities & Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the TSP of its obligations to the Nodal Agency under this Agreement in any manner and shall also does not lead to an increase in the liability of the Nodal Agency;

"Lenders Representative" shall mean the person notified by the Lender(s) in writing as being the representative of the Lender(s) or the Security Trustee and such person may from time to time be replaced by the Lender(s) pursuant to the Financing Agreements by written notice to the TSP;

"Letter of Intent" or **"LOI"** shall have the same meaning as in the RFP;

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

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

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

"Month" shall mean a period of thirty (30) days from (and excluding) the date of the event;

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

"National Load Despatch Centre" shall mean the centre established as per sub-section (1) of Section 26 of the Electricity Act 2003;

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

"Notification" shall mean any notification, issued in the Gazette of India;

"Operating Period" for any Element of the Project shall mean the period from (and including) the COD of such Element of the Project, up to (and including) the Expiry Date and for the Project, shall mean the period from (and including) the COD of the Project, up to (and including) the Expiry Date;

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

"Preliminary Termination Notice" shall mean a Nodal Agency's Preliminary Termination Notice as defined in Article 13 of this Agreement;

"Project" shall mean Development of Intra State Transmission system for Establishment of 400/220 kV Velgaon Substation (GIS), as detailed in Schedule 1 of this Agreement;

"**Project Assets**" shall mean all physical and other assets relating to and forming part of the Project including:

(a) rights over the Site for substations, ROW for transmission lines;

(b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub- stations, software, tower and sub-stations designs etc;

(c) project facilities situated on the Site;

(d) all rights of the TSP under the project agreements;

(e) financial assets, such as receivables, security deposits etc;

(f) insurance proceeds; and

(g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

"Project Execution Plan" shall mean the plan referred to in Artide 3.1.3(c) hereof;

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of the Project and which practices, methods and standards shall be adjusted as necessary, to take account of:

(i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

(iv) the safety of operating personnel and human beings;

"Rated Voltage" shall mean voltage at which the Transmission System is designed to operate or such lower voltage at which the line is charged, for the time being, in consultation with the State Transmission Utility;

"Rebate" shall have the meaning as ascribed to in Article 10.3 of this Agreement;

"RFP" shall mean Request for Proposal dated 13.03.2025 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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

a. Transmission Service Agreement,
b. Share Purchase Agreement, and

c. Any other agreement as may be required;

"RLDC" shall mean the relevant Regional Load Dispatch Centre as defined in the Electricity Act, 2003, in the region(s) in which the Project is located;

"RPC" shall mean the relevant Regional Power Committee established by the Government of India for the specific Region(s) in accordance with the Electricity Act, 2003 for facilitating integrated operation of the Power System in that Region;

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

"Scheduled Outage" shall mean the final outage plan as approved by the RPC/ SLDC as per the provisions of the Grid Code;

"Selected Bid" shall mean the technical Bid and the Final Offer of the Selected Bidder submitted during e-reverse bidding, which shall be downloaded and attached in Schedule 7 on or prior to the Effective Date;

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

"Site" in relation to a substation, switching station or HVDC terminal or inverter station, shall mean the land and other places upon which such station / terminal is to be established;

"SLDC" shall mean the State Load Despatch Centre established as per sub-section (1) of Section 31 of the Electricity Act 2003;

"State Commission" or **"MERC"** shall mean the Maharashtra Electricity Regulatory Commission referred to in sub-section (1) of section 82 of the Electricity Act, 2003 or its successors and assigns;

"State Government" shall mean the Government of Maharashtra;

"STU" or **"State Transmission Utility"** shall be the Board or the Government company, specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act 2003;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP and who has to acquire one hundred percent (100%) equity shares of Velgaon Power Transmission Limited, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the TSA and other RFP Project Documents;

"TSP's Preliminary Notice" shall mean a notice issued by the TSP in pursuant to the provisions of Article 13.3 of this Agreement;

"Target Availability" shall have the meaning as ascribed hereto in Article 8.2 of this Agreement;

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

"Termination Notice" shall mean a Nodal Agency's Termination Notice given by the Nodal Agency to the TSP pursuant to the provisions of Articles 3.3.2, 3.3.4, 4.4.2, 5.8, 13.2 and 13.3 of this Agreement for the termination of this Agreement;

"Term of Agreement" for the purposes of this Agreement shall have the meaning ascribed thereto in Article 2.2 of this Agreement;

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the State Commission, payable to the TSP as per MERC MYT Regulations;

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

"Transmission Service" shall mean making the Project available as per the terms and conditions of this Agreement;

"Unscheduled Outage" shall mean an interruption resulting in

reduction of the Availability of the Element(s) / Project (as the case may be) that is not a result of a Scheduled Outage or a Force Majeure Event.

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

1.2 Interpretation:

Save where the contrary is indicated, any reference in this Agreement to:

"Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;

"Rupee", **"Rupees"** and **"Rs."** shall denote lawful currency of India;

"crore" shall mean a reference to ten million (10,000,000) and a **"lakh"** shall mean a reference to one tenth of a million (1,00,000);

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the other company or corporation is a subsidiary;

"indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"person" shall have the meaning as defined in Section 2 (49) of the Act;

"subsidiary" of a company or corporation (the holding company) shall be construed as a reference to any company or corporation:

(i) which is controlled, directly or indirectly, by the holding company, or

(ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(iii) which is a subsidiary of another subsidiary of the holding company,

for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"winding-up", **"dissolution"**, **"insolvency"**, or **"reorganization"** in the context of a company or corporation shall have the same meaning as defined in the Companies Act, 1956/ Companies Act, 2013 (as the case may be).

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred

and sixty five (365) days.

1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

1.2.9 The contents of Schedule 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.

ARTICLE: 2

2 EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

This Agreement shall be effective from later of the dates of the following events:

a. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement; and

b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of REC Power Development and Consultancy Limited in VELGAON POWER TRANSMISSION LIMITED along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement. And

c. The Agreement is executed and delivered by the Parties;

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.3 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate.

2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to STU or its successors or an agency as decided by the State Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.

2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3 3.2 or Article 3.3.4.

2.3 Conditions prior to the expiry of the Transmission License

2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the Transmission License, seeking the State

Commission's approval for the extension of the term of the Transmission License up to the Expiry Date.

2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Nodal Agency fully informed about the progress on its application for extension of the term of the Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations/ roles and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it effect the survival of any continuing obligations/ roles for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Articles 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 19 (Miscellaneous).

2.5 Applicability of the provisions of this Agreement

2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.

2.5.2 For the purposes of this Agreement for Intra-State transmission systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the Licensee) of this agreement shall supersede the corresponding

provisions of MERC MYT Regulations.

ARTICLE: 3

3 CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the TSP

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

a. Provide the Contract Performance Guarantee, and

b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of Velgaon Power Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Velgaon Power Transmission Limited, along with all its related assets and liabilities.

c. Execute this Agreement;

The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act.

The Selected Bidder, on behalf of the TSP, will provide to the Maharashtra State Transmission Utility (STU) (being the Nodal Agency) the Contract Performance Guarantee for an amount of Rs. 9.35 Crores (Rupees Nine Crore Thirty-Five Lakh Only).

3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Nodal Agency:

a. To obtain the Transmission License for the Project from the State Commission;

b. To obtain the order for adoption of Transmission Charges by the State Commission, as required under Section 63 of the Electricity Act 2003;

c. To submit to the Nodal Agency & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer & Nodal Agency in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;

d. To submit to the Nodal Agency & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

e. To submit to Nodal Agency & Independent Engineer detailed specifications of conductor meeting the functional specifications specified in RFP;

f. To achieve Financial Closure;

g. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents; and

h. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed.

i. To sign the Agreement(s) required, if any, under MERC MYT Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

3.2.1 The Nodal Agency hereby accepts and acknowledges the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents.

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Maharashtra State Transmission Utility (STU) (being the Nodal Agency) additional Contract Performance Guarantee of Rupees Ninety Three Lakh (Rs. 0.93 Crore Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Maharashtra State Transmission Utility (STU) (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Maharashtra State Transmission Utility (STU) (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

(i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof; or

(ii) the TSP furnishes additional Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

the Nodal Agency shall have the right to terminate this Agreement,

by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of Rupees Rs. 9.35 Crores (Rupees Nine Crore and Thirty-Five Lakh Only) only as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.

It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.

3.3.6 The Nodal Agency, on the failure of the TSP to fulfil its obligations,

if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

The TSP shall notify the Nodal Agency in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

ARTICLE: 4

4 DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

Subject to the terms and conditions of this Agreement, the TSP at its own cost and expense shall observe, comply with, perform, undertake and be responsible:

a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:

- the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
- Central Electricity Authority (Grid Standard) Regulations, 2010;
- Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical

Standards for Communication System in Power System Operation) Regulations, 2020.

iv. Safety/ security Guidelines laid down by the Central Government and State Government;

v. Prudent Utility Practices, relevant Indian Standards and the Law;

not later than the Scheduled COD as per Schedule 2 of this Agreement;

c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.

d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;

e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;

f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;

g. to provide to the Nodal Agency, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable Nodal Agency to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;

h. to comply with Ministry of Power order no. 25-11/6/2018 – PG dated 02.07.2020 as well as other Guidelines issued by Govt. of India pertaining to this;

i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. A-1/2021-FSC- Part(5) dated 16.11.2021 and No.:

P45021/2/2017-PP (BEII)-Part-4 Vol.II dated 19.07.2024 issued by Ministry of Power for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

Also, to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021- PPD(Pt.) dated 02.03.2021, OM No. F.7/10/2021-PPD dated 08.06.2021 and Order (Public Procurement No 4) bearing File No. F.7/10/2021- PPD dated 23.02.2023 as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

j. to submit to Nodal Agency information in the prescribed format [To be devised by Nodal Agency] for ensuring compliance to Article 4.1 i) above.

k. to comply with all its obligations undertaken in this Agreement.

4.2 Roles of the Nodal Agency in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, the Nodal Agency shall be the holder and administrator of this Agreement and shall inter alia:

a. appoint an Independent Engineer within 90 days of the Effective Date

b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;

c. coordinate among TSP and upstream/ downstream entities in respect of Interconnection Facilities; and

d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc.

e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and

f. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;

b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

4.4.1 In the event that the TSP is unable to perform its obligations for the reasons solely attributable to the Nodal Agency, the Scheduled COD shall be extended, by a 'day to day' basis, subject to the provisions of Article 13.

4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should

be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5 Metering Arrangements:

4.5.1 The TSP shall comply with all the provisions of the IEGC/Grid Code and the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, with regard to the metering arrangements for the Project. The TSP shall fully cooperate with the CTU / STU / RLDC/ SLDC and extend all necessary assistance in taking meter readings.

4.6 Interconnection Facilities:

4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Nodal Agency shall be responsible for coordinating to make available the Interconnection Facilities.

4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

ARTICLE: 5

5 CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement.

5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).

5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits related but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and shall furnish to the Nodal Agency such copy/ies of each Consents, Clearances and Permits, on demand. Nodal Agency shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project.

5.1.4 The TSP shall be responsible for:

(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP:

- For a Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by the BPC in their Survey Report.
- For Load Serving Substation within the scope of TSP

shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.

- For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.

(b) final selection of Site including its geo-technical investigation;

(c) survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

(d) seeking access to the Site and other places where the Project is being executed, at its own risk and costs, including payment of any crop, tree compensation or any other compensation as may be required.

5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.

5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Nodal Agency liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the Nodal Agency & Independent Engineer, on a monthly basis, progress reports along with likely completion date of each Element with regard to the Project and its execution (in accordance with prescribed form). The Nodal Agency shall monitor the development of the Project for its timely

completion for improving and augmenting the electricity system as a part of its statutory responsibility.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanship using sound engineering and construction practices, and using only materials and equipment that are new and manufactured as per the MQP and following approved FQP for erection, testing & commissioning and complying with Indian /International Standards such that, the useful life of the Project will be at least thirty five (35) years from the COD of the Project.

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipments/ items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.

5.5.2 Nodal Agency & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.

5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.

5.5.4 The Independent Engineer shall monitor the following during construction of the Project:

a) Quality of equipments, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipments, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.

b) Progress in the activities specified in Condition Subsequent

c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements

d) Progress of construction of substation and Transmission Lines

5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal Agency shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement

The TSP shall retain at the Site and make available for inspection at all reasonable times, copies of the Consents, Clearances and

Permits, construction drawings and other documents related to construction.

5.7 Supervision of work:

The TSP shall provide all necessary superintendence for execution of the Project and its supervisory personnel shall be available to provide full-time superintendence for execution of the Project. The TSP shall provide skilled personnel who are experienced in their respective fields.

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or Nodal Agency. However, such intimation by the Independent Engineer and/ or Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

ARTICLE: 6

6 CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

6.1.1 The TSP shall give the RLDC(s)/ SLDC, CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency.

6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be), for reasonable cause, including non-availability of Interconnection Facilities as per Article 4.2, can defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1, if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of thirty (30) days. Further, the Scheduled COD would be extended as required, for all such deferments on "day to day" basis.

6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:

a. it has been completed in accordance with this Agreement and the Connection Agreement;

b. it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and

c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.

d. It has satisfactorily met all the testing requirements as per Articles 6.1.4

6.1.4 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Independent Engineer appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.

Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.

6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element

6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Nodal Agency)

6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s) of the Project, where such date is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, provided such Direct Non Natural Force Majeure Event

or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency has continued for a period of more than three (3) continuous or non-continuous Months, the TSP shall, until the effects of the Direct Non Natural Force Majeure Event or of Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency no longer prevent the TSP from connecting the Element(s) of the Project, be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows:

a. In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.

b. In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, TSP is entitled for payment for debt service which is due under the Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.

c. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.

Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation

where the Force Majeure Event had not occurred.

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per MERC MYT Regulations.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not as penalty, without prejudice to any rights of the Nodal Agency under the Agreement.

6.4.2 The TSP's maximum liability under this Article 6.4 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for and up to six (6) months of delay for the Element or the Project.

Provided that, in case of failure of the TSP to achieve COD of the Element of the Project even after the expiry of six (6) months from its Scheduled COD, the provisions of Article 13 shall apply.

6.4.3 The TSP shall make payment to the Nodal Agency of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:

a. the date on which the applicable Element achieves COD; or

b. the date of termination of this Agreement.

The payment of such damages shall not relieve the TSP from its obligations to complete the Project or from any other obligation and liabilities under the Agreement.

6.4.4 If the TSP fails to pay the amount of liquidated damages to the Nodal Agency within the said period of ten (10) days, the Nodal Agency shall be entitled to recover the said amount of the

liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Nodal Agency under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Nodal Agency to encash the Contract Performance Guarantee is without prejudice to the other rights of the Nodal Agency under this Agreement.

6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rs. 9.35 Crores (Rupees Nine Crore and Thirty Five Lakh Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

6.5.2 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Nodal Agency under this Agreement.

ARTICLE: 7

7 OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the State Commission and CEA from time to time and provisions of the Act.

ARTICLE: 8

8 AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be 98%.

Payment of monthly Transmission charges based on actual availability will be calculated as per para 1.2 of Schedule 4 of this Agreement.

If the availability of any Element or the Project is below the Target Availability, for six consecutive months in a Contract Year, the Nodal Agency may issue a show cause notice to the TSP, asking them to show cause as to why the Transmission Service Agreement be not terminated, and if no satisfactory cause is shown it may terminate the Agreement. If the Nodal Agency is of the opinion that the transmission system is of critical importance, it may carry out or cause to carry the operation and maintenance of transmission system at the risk and cost of TSP.

ARTICLE: 9

9 INSURANCES

9.1 Insurance:

9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co- beneficiary/insured, as may be necessary under

a. any of the Financing Agreements,

b. the Laws, and

c. in accordance with Prudent Utility Practices.

The Insurances shall be taken effective from a date prior to the date of the Financial Closure till the Expiry Date.

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated only to the TSP. Nodal Agency and/or LTTSUs shall have no claim on such proceeds of the Insurance.

9.3.3 Subject to the requirements of the Lenders under the Financing

Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

9.4 Effect on liability of the Nodal Agency/Long Term Transmission System Users

9.4.1 The Nodal Agency and/or LTTSUs shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

ARTICLE: 10

10 BILLING AND PAYMENT OF TRANSMISSION CHARGES

10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of MERC MYT Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge:

The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.

10.4 Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation:

Any Disputed Bill, Default in payment by Long Term Transmission System Users & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra.

ARTICLE: 11

11 FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

(a) **Natural Force Majeure Events:**

i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and

ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

(b) **Non-Natural Force Majeure Events:**

i. Direct Non–Natural Force Majeure Events

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or

- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or

- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or

- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which

is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;

b) Delay in the performance of any Contractors or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

d) Strikes or labour disturbance at the facilities of the Affected Party;

e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

f) Non-performance caused by, or connected with, the Affected Party's:

i. negligent or intentional acts, errors or omissions;

ii. failure to comply with an Indian Law; or

iii. breach of, or default under this Agreement or any Project Documents.

g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that, such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations/ roles under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations/ roles as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;

b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per

Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Nodal Agency's personnel with access to the Project to carry out such inspections.

e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

ARTICLE: 12

12 CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the State Commission, under which the Transmission License for the Project was granted if made applicable by such State Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Nodal Agency documentary proof of such increase / decrease in cost of the Project / revenue for establishing the impact of such Change in Law.

In cases where Change in Law results in decrease of cost and it comes to the notice of Nodal Agency that TSP has not informed Nodal Agency about such decrease in cost, Nodal Agency may initiate appropriate claim.

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.

12.3.2 The TSP shall also be obliged to serve a notice to the Nodal Agency even when it is beneficially affected by a Change in Law.

12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Nodal Agency after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

ARTICLE: 13

13 EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of any non-fulfilment of its obligations as prescribed under this Agreement by the Nodal Agency or a Force Majeure Event:

a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Nodal Agency in this regard;

b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Nodal Agency as per provisions of this Agreement;

c. If the TSP:

i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

Except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or

iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the State Commission as per the provisions of Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 as amended from time to time; or

e. Failure on the part of the TSP to comply with the provisions of Article 19.2 of this Agreement; or

f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Nodal Agency in this regard; or

g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98%, for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited

to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or

i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or

j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency; or

k. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and / or fails to pay the requisite price to the parties and / or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the Lenders' Representative, of their intention to terminate this Agreement (a " Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.

b. Following the issue of a Nodal Agency's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Nodal Agency.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years.

13.3 Procedure for Nodal Agency's non-fulfilment of Role

a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Nodal Agency, with a copy to the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency.

b. Following the issue of a TSP's Preliminary Notice, the Consultation Period shall apply.

c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Nodal Agency including giving time extension to TSP, having regard to all the circumstances.

d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement.

13.4 Termination due to Force Majeure

13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.

13.4.2 In case of termination of this Agreement, the TSP shall provide to the Nodal Agency the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Nodal Agency within thirty (30) days of Termination Notice.

13.5 Termination or amendment due to non-requirement of any Element or Project during construction

13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP.

13.5.2 Nodal Agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.

13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

13.6.1 The State Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

13.7.1 If Agreement is terminated on account of Force Majeure Events, non- requirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.

ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold the Nodal Agency harmless against:

(a) any and all third party claims, actions, suits or proceedings against the Nodal Agency for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Nodal Agency; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Nodal Agency from third party claims arising by reason of:

i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of the Nodal Agency, or

ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 The Nodal Agency shall in accordance with the Regulations framed by MERC in this regard indemnify, defend and hold the TSP harmless against:

(a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Nodal Agency of any of

their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

i. any material breach by the Nodal Agency of any of its roles under this Agreement (provided that, this Article 14 shall not apply to such breaches by the Nodal Agency, for which specific remedies have been provided for under this Agreement), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or

ii. any of the representations and warranties of the Nodal Agency under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

(a) The TSP shall, subject to the Nodal Agency's compliance with Article 14.2.1 (b), indemnify and hold harmless the Nodal Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Nodal Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with any other equipment, plant or

materials not supplied by the TSP, pursuant to the Agreement.

(b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.

(c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after receipt of such notice from the Nodal Agency under Article 14.2.1(b) above, that it intends to attend any such proceedings or claim, then the Nodal Agency shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Nodal Agency within the twenty eight (28) days period, the Nodal Agency shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

(d) The Nodal Agency shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

14.2.2

(a) The Nodal Agency, in accordance with the Regulations framed by MERC in this regard subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

(b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Nodal Agency a notice thereof, and the Nodal Agency shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Nodal Agency shall promptly

notify the TSP of all actions taken in such proceedings or claims.

(c) If the Nodal Agency fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Nodal Agency. Unless the Nodal Agency has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

(d) The TSP shall, at the Nodal Agency's request, afford all available assistance to the Nodal Agency in attending to such proceedings or claim, and shall be reimbursed by the Nodal Agency for all reasonable expenses incurred in so doing.

14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of Rs. 0.62 Crore (Rupees Sixty-Two Lakh Only).

14.4 Procedure for claiming indemnity

14.4.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Articles 14.1 or 14.2 the Indemnified Party shall promptly notify the Indemnifying Party of such claim, proceeding, action or suit referred to in Articles 14.1 or 14.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and

ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim

amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Nodal Agency nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Nodal Agency, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Nodal Agency shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of the TSP or

any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of the Nodal Agency, or any Affiliate of the Nodal Agency or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

ARTICLE: 15

15 ASSIGNMENTS AND CHARGES

15.1 Assignments:

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 15.3.

15.2 Permitted Charges:

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, or the Project Assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

i. the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements and agreed in writing to the provisions of this Agreement; and

ii. any encumbrance granted by the TSP in accordance with this Article 15.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the TSP to release from such encumbrances upon payment by the TSP to the Lenders of all amounts due under the Financing Agreements.

15.2.3 Article 15.2.1 does not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;

b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or

c. security arising out of retention of title provisions in relation to

goods acquired in the ordinary course of the TSP developing and operating the Project.

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Nodal Agency.

15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the State Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 as amended from time to time.

ARTICLE: 16

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Maharashtra.

16.2 Amicable Settlement:

16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:

(i) a description of the Dispute;

(ii) the grounds for such Dispute; and

(iii) all written material in support of its claim.

16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:

(i) counter-claim and defences, if any, regarding the Dispute; and

(ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the MERC.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the State Commission as provided in Article 16.3 and save as the State Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations/ roles (which are not in dispute) under this Agreement.

ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Nodal Agency

17.1.1 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and authority to execute and consummate this Agreement;

b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it, in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to

which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.

ARTICLE: 18

18 INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

The Nodal Agency shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

18.2 Roles and functions of Independent Engineer

The role and functions of the Independent Engineer shall include the following:

a. Progress Monitoring as required under this Agreement;

b. Ensuring Quality as required under this Agreement;

c. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;

d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;

e. determining, as required under the Agreement, the valuation of the Project Assets.

f. Assisting the Parties in resolution of Disputes and

g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 Remuneration of Independent Engineer

The fee and charges of the Independent Engineer shall be paid by the Nodal Agency as per terms & conditions of appointment.

18.4 Termination of appointment

18.4.1 The Nodal Agency may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.

18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Nodal Agency and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Nodal Agency shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Nodal Agency is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 Authorised signatories

The Nodal Agency shall require the Independent Engineer to designate and notify to the Nodal Agency up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

ARTICLE: 19

19 MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of Velgaon Power Transmission Limited shall not be less than Fifty one percent (51%) up to a period of one (1) year after COD of the Project.

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

Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

19.1.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.2.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in Velgaon Power Transmission Limited to another Affiliate or to the Parent Company / Ultimate Parent Company of the Selected Bidder. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company of the Selected Bidder.

19.1.3 Subject to Article 19.1.1, all transfer(s) of shareholding of Velgaon Power Transmission Limited by any of the entities referred to in Article 19.1.1 and 19.1.2 above, shall be after prior written intimation to the Nodal Agency.

19.1.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such

Affiliate(s) or Ultimate Parent Company in Velgaon Power Transmission Limited shall be computed in accordance with the example given below:
If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in Velgaon Power Transmission Limited, then holding of Selected Bidder A in Velgaon Power Transmission Limited shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in Velgaon Power Transmission Limited, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Velgaon Power Transmission Limited shall be fifteen percent (15%), (i.e., 30% x 50%)

19.1.5 The provisions as contained in this Article 19.2 shall override the terms of the consortium agreement submitted as part of the Bid.

19.1.6 The TSP shall be responsible to report to Nodal Agency, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Nodal Agency would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required.

19.2 Commitment of maintaining Qualification Requirement

19.2.1 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements, as stipulated in RFP Document, till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project.

19.2.2 Failure to comply with the aforesaid provisions shall be dealt in the same manner as TSP's Event of Default as under Article 13 of this Agreement.

19.3 Language:

19.3.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

19.3.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

19.4 Affirmation

The TSP and the Nodal Agency, each affirm that:

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Nodal Agency hereby undertake not to engage in any similar acts during the Term of Agreement.

19.5 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

19.7 Breach of Obligations/ Roles

The Parties acknowledge that a breach of any of the obligations/ roles contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this

Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non- defaulting Party in each case specified under this Agreement.

19.8 Restriction of Shareholders / Owners Liability

19.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

19.8.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.9 Taxes and Duties:

19.9.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.

19.9.2 The Nodal Agency shall be indemnified and held harmless by the TSP against any claims that may be made against the Nodal Agency in relation to the matters set out in Article 19.9.1.

19.9.3 The Nodal Agency shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Nodal Agency on behalf of TSP or its personnel, provided the TSP has consented in writing to the Nodal Agency for such work, for which consent shall not be unreasonably withheld.

19.10 No Consequential or Indirect Losses

The liability of the TSP shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Nodal Agency or the TSP claim from one another any indirect or consequential losses or damages.

19.11 Discretion:

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

19.12 Confidentiality

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

a) to their professional advisors;

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

c) disclosures required under Law,

without the prior written consent of the other Parties.

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

19.13 Order of priority in application:

Save as provided in Article 2.5, in case of inconsistencies between the terms and conditions stipulated in Transmission License issued by the State Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement.

19.14 Independent Entity:

19.14.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

19.14.2 Subject to the provisions of the Agreement, the TSP shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the TSP or Contractors engaged by the TSP in connection with the performance of the Agreement shall be under the complete control of the TSP and shall not be deemed to be employees, representatives, Contractors of the Nodal Agency and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create any contractual relationship between any such employees, representatives or Contractors and the Nodal Agency.

19.15 Amendments:

19.15.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

19.16 Waiver:

19.16.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

19.16.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

19.17 Relationship of the Parties:

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.18 Entirety:

19.18.1 This Agreement along with its sections, schedules and

appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

19.18.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Nodal Agency by the TSP shall stand superseded and abrogated.

19.19 Notices:

19.19.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

19.19.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address	:	452, UDYOG VIHAR, PHASE - V
Attention	:	Gurugram - 122016
Email	:	PREM KAMRA tenders@ceigall.com
Fax. No.	:	
Telephone No.	:	0124-4206978

19.19.3 If to the Nodal Agency, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

(iii) Maharashtra STU

Address	:	Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-9, E-Block, BKC Complex, Bandra (E), Mumbai - 40051
Attention	:	Chief Engineer, STU
Email	:	
Fax. No.	:	
Telephone No.	:	

19.19.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery

by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

19.19.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

19.20 Fraudulent and Corrupt Practices

19.20.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Nodal Agency shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Nodal Agency hereunder or subsistence otherwise.

19.20.2 Without prejudice to the rights of the Nodal Agency under Clause 19.20.1 hereinabove and the rights and remedies which the Nodal Agency may have under this Agreement, if a TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI), the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

19.20.3 For the purposes of this Clause 19.20, the following terms shall have the meaning hereinafter respectively assigned to them:

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

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

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

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

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

19.21 Compliance with Law:

Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

1. For and on behalf of TSP

Velgaon Power Transmission Limited New Delhi 110003 Core-4, Scope Complex-7, Lodhi Road

..... [Signature, Name, Designation and Address]

SUDHIR RAO HOSAMANI (EVC)

2. For and on behalf of Maharashtra State Transmission Utility (STU) (being the Nodal Agency)

CE (STU) MSETCL

..... Peeyush .S. Sharma BKC
CE, STU, Prakashganga, Mumbai
[Signature, Name, Designation and Address]

WITNESSES:

1. For and on behalf of

: BPC

Pavan kumar ..... [Signature]

BALTHU PAVAN KUMAR
Officer (Engg)
.....
[Insert, Name, Designation and Address of the Witness]

2. For and on behalf of

: Maharashtra State Transmission Utility (STU) (being the Nodal Agency)

CE (STU) MSETCL

..... [Signature]

C.R. Dhaware.
Superintending Engineer STU-TBCB
.....

[Insert Name, Designation and Address of the Witness]

CE (STU) MSETCL

Velgaon Power Transmission Limited New Delhi 110003 Core-4, Scope Complex-7, Lodhi Road

SCHEDULES

Schedule: 1

Project Description and Scope of Project:

Scope of the Project:

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1.	Establishment of 3x500 MVA, 400/220 kV ICT Velgaon S/s (GIS) • 400/220 kV, 500 MVA ICT – 3 Nos. • 400 kV ICT bays – 3 Nos. • 400 kV Line bays – 4 Nos. • 220 kV ICT bays – 3 Nos. • 220 kV line bays- 10 Nos • 125 MVAr Bus Reactor at 400 kV level – 1 No. • 220 kV Bus Sectionaliser Bay -01 No. **Space for Future Scope:** • 1x500MVA, 400/220kV ICT • 400 kV Line bays for connectivity with Boisar – II (PG) -02 Nos. • 220 kV Line bays – 04 nos. • 400kV ICT bay- 1 No. • 220kV ICT bay – 1 No • 220 kV Bus Sectionaliser bay -01 No	24 months from Effective Date
2.	400 kV LILO on Tarapur-Kudus II D/C line at Velgaon GIS	
3.	220 kV LILO on Dahanu-Ghodbunder D/ C line at Velgaon GIS	
4.	220 kV LILO on Boisar-Borivali S/ C line at Velgaon GIS	
5.	220 kV LILO on Dahanu-Versova S/ C line at Velgaon GIS	
6.	220 kV LILO on Boisar-Versova S/ C line at Velgaon GIS	

Project Description

The scheme is proposed to create additional source point to Mumbai and address loading constraints of 400/220 kV Boisar (PG) ICTs in case of unavailability of embaded generation of Mumbai.

The Scheme will enhance power transmission capacity, improve reliability of State's Power Transmission Infrastructure in Mumbai Metropolitan Region.

The Transmission system was deliberated and approved in the 6th meeting of the Empowered Committee held on 03.01.2025. Govt. of Maharashtra vide Gazette notification dated 12.02.2025 has appointed M/s. RECPDCL as BPC for implementation of the subject InSTS scheme through TBCB route.

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

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

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

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

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

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

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

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

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

A.7.0 A) Under crossing of the existing transmission line of same Voltage shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical Inspector, CEA with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violated.

B) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

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

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

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

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

i. LILO in Tarapur – Kudus-II 400 kV D/c line

Type of conductor: Moose, Quad ***(Should be Matching with Existing Tarapur – Kudus 400 kV DC lines)***

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
400 kV D/C (Quad Bundled) Transmission Lines	**Zebra Stranding:** 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm^2	**Stranding details:** 61/3.55 mm, 31.95mm Diameter, 604 mm^2 Aluminium alloy area Maximum DC Resistance at 20°C	**Stranding details:** 61/3.31 mm 29.79 mm diameter; 525 mm^2 Aluminium alloy	457 mm

(Should be Matching with Existing Tarapur – Kudus 400 kV DC lines)	diameter, 528.5 mm^2 Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	(Ω/km): 0.05506 Minimum UTS: 159.80 kN	area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	

Note:

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

ii. LILO on Dahanu-Ghodbunder 220 kV D/ C line
iii. LILO on Boisar-Borivali 220 kV S/ C line
iv. LILO on Dahanu-Versova 220 kV S/ C line
v. LILO on Boisar-Versova 220 kV S/ C line

Type of conductor: Zebra ***(Should be Matching with Exisiting 220 kV Lines)***

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area	Stranding Details: 61/3.08 mm 27.7 m m diameter; 454 sq.mm Aluminium alloy area	NA

A.9.0 The required phase to phase spacing and horizontal spacing for 400

kV and 220 kV line shall be governed by the tower design as well as minimum live metal clearances for each voltage level respectively under different insulator swing angles. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613.However, the phase to phase spacing for 400 kV and 220 kV line shall not be less than 8 m and 5 m respectively.

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

I. **For 400 kV Transmission Line:**

a) (i) Under stationary conditions

From tower body: 3.05 m

(ii) Under swing conditions

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

b) Minimum ground clearance for 400 kV line: 8.84 m

c) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0 m

II. For 220 kV Transmission Lines:

a) (i) Under stationary conditions

From tower body: 2.13m

(i) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15º)	1.98 mtrs
b) Swing angle (30º)	1.83 mtrs
c) Swing angle (45º)	1.675 mtrs

b) Minimum ground clearance for 220V line: 7.015m

c) Minimum mid span separation between earth-wire and conductor for 220 kV line: 8.5 m

A.11.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.

A.12.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.

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

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

A.15.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth and anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.

A.16.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

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

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

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

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

with tension tower/ angle tower and angle of deviation should be

based on the site requirement.

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

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.

b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m^3.

c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6 kg/m^2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat 20 mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300 mm below ground level to give protection to concrete surface from environmental and saline effect.

e) Before coping of chimney top portion, three coats of anti-corrosive paint of minimum 30-35 microns dry film thickness each shall be applied on the stub in the 50 mm coping portion as well as up to 350 mm above CL portion.

A.19.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).

A.20.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid

protected areas, the towers of the transmission line up to 400 kV level, which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two

circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to Maharashtra STU and BPC by the TSP.

A.21.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.22.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

A.23.0 The switching impulse withstand voltage (wet) for 400kV line shall be 1050 kVp. Lightning impulse withstand voltage (dry) for 400kV line shall be 1550 kVp.

A.24.0 The stringing of the transmission line in forest area shall be carried out through drone.

A.25.0 RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed **400/220 kV Velgaon S/s** shall be Gas Insulated Switchgear (GIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

Other CEA Regulations/guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

B.1.0 Salient features of Substation Equipment and Facilities

The design and specification of substation equipment are to be governed by the following factors:

B.1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl. No.	Description of parameters	400/220kV Velgaon S/s (GIS)	
		400 kV System	**220kV System**
1.	System operating voltage	400 kV	220 kV
2.	Maximum voltage of the system (rms)	420 kV	245 kV
3.	Rated frequency	50 Hz	50 Hz
4.	No. of phases	3	3
5.	Rated Insulation levels		
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) for Equipment other than Transformer and reactor for Insulator String	1425 kVp 1550 kVp	1050kVp 1050 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp	460kVp
iii)	One minute power frequency dry withstand voltage (rms)	650 kV	-
6.	Corona extinction voltage	320 kV	-
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volt at 266 kV rms	1000 micro-volt at 156 kV rms

Sl. No.	Description of parameters	400/220kV Velgaon S/s (GIS)	
		400 kV System	220kV System
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)
9.	Minimum creepage distance for switchyard equipment	13020 mm (31 mm/ kV)	7595 mm (31 mm/ kV)
10.	Max. fault current	63 kA	50 kA
11.	Duration of fault	1 sec	1 sec

B.1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400 kV side	220 kV side
400/220 kV Velgaon S/s (GIS)	One and Half Breaker	Double Main Scheme

Notes: -

i) For one and half breaker switching scheme, any double circuit line consisting of two numbers of feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.

ii) Two transformers of the same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same diameter.

iii) A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling 2 numbers of feeders.

iv) In case of GIS substation where the bus scheme is One and Half breaker scheme, the diameters shall be complete with feeder/line side isolator and GIS duct of the future bay shall be brought outside the GIS hall/building with extension/interface module suitably.

v) Connection arrangement of Switchable Line reactors shall be such that it can be used as Line reactor as well as Bus reactor with suitable NGR bypass arrangement. Further, Spare 1-phase Shunt Reactor unit shall be placed and connected in such a way that the spare unit can be utilized for all the bus and switchable line reactor banks (including future reactor

banks) without its physical movement.

vi) Space provision for 400 kV future lines shall be kept considering switchable Line reactor for the lines.

vii) Space Provision for Future Bus sectionalizer:

One (1) set of future bus sectionalizer for 400 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.
One (1) set of future bus sectionalizer for 220 kV shall comprise 2 Nos. of bus sectionalizer bays with associated Circuit Breakers, Isolators and Current Transformers for both buses.

viii) TSP shall plan distribution of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing thermal limit at any point of bus-bar.

ix) **400/220 kV Velgaon S/s (GIS)**

400 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT (400 kV side of 400/220 kV ICT)- Tie- Line	*3 (three)*
400 kV Bus Reactor – Tie- Line	*1 (one)*
Space for Future ICT - Tie- Future Line**	*2 (two)*

220 kV bay configurations (double main bus scheme) shall be as follows:

Configuration	Numbers
ICT (220 kV side of 400/220 kV ICT)	*3 (three)*
220 kV Bus Sectionaliser Bay	*1 (one)*
220 kV line bays	*10 (ten)*
Space for Future ICT (220kV side of 400/220kV ICT)*	*1 (one)*
Space for 220 kV Bus Sectionaliser Bay	*1 (one)*
*Space for Future 220 kV line bays **	*4 (four)*

** Space provision to be kept for future Line bays and future ICT bays alongwith line side equipment (such as LA, CVT, Wave Trap), gantry, protection panel etc.*

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

Sl. No	Description of bay	400/220kV Velgaon S/s (GIS)	
		400 kV	220kV
1.	Bus Bar	4000 A	3000A

Sl. No	Description of bay	400/220kV Velgaon S/s (GIS)	
2.	Line bay	3150 A	1600A
4.	ICT bay	3150 A	N/A
5.	Reactor bay	3150 A	N/A

B.2.1 Power Transformers

B.2.1.1 Autotransformer

500MVA, 400/220 kV 3-Phase Auto Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

B.2.2 Shunt Reactors

B.2.2.1 420 kV, 3-Phase, Shunt Reactor

125 MVAR, 420 KV, 3-Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors available on CEA website.

Spare 1-phase Shunt Reactor unit shall be placed and connected in such a way that the spare unit can be utilized for all the bus and **switchable** line reactor banks (including for future reactor banks) without its physical movement.

B.2.3 Velgaon 400 kV and 220kV GIS Substation equipment

GIS (Gas Insulated Switchgear) shall be Indoor type in accordance to IEC: 62271-203. The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All the switchgear such as Circuit Breaker, isolator, earth switch including CT, PT etc. shall be GIS type. The Surge Arrestor and Voltage Transformer shall be either GIS or outdoor AIS type.

The GIS assembly shall consist of separate modular compartments e.g. Circuit Breaker compartment, Bus bar compartment filled with SF_6 Gas and separated by gas tight partitions so as to minimize risk to human life, allow ease of maintenance and limit the effects of gas leaks failures and internal arcs etc. These compartments shall be designed to minimize the risk of damage to adjacent sections and protection of personnel in the event of a failure occurring within the compartments. Rupture diaphragms with suitable deflectors shall be provided to prevent uncontrolled bursting pressures developing within the enclosures under worst operating conditions, thus providing controlled pressure relief in the affected compartment. The

arrangement of gas sections or compartments shall be such as to facilitate future extension of any make without any drilling, cutting or welding on the existing equipment. To add equipment, it shall not be necessary to move or

dislocate the existing switchgear bays. The layout of Gas Insulated Bus Ducts shall be properly planned to optimize the length of bus ducts and for easy accessibility for maintenance. The length of busbars, bus ducts, isolator sections shall be optimized considering effects of fast transient voltage due to isolator operations.

The bus bar modules including auxiliary bus modules (wherever applicable) shall be provided with suitable End Piece (Interface) module on both sides with the test link facility for future extension as per provisions of future requirements. The end piece module shall be designed in such a way so that future GIS modules may be tested without extending test voltage to existing bus and vice-versa by removing the test link.

TSP shall make available the complete details for the design of interface module such as cross section, enclosure material, enclosure dimensions (inner and outer), Flange diameter (inner and outer), conductor cross-section and connection arrangement, bolt spacing and dimension, rated gas pressure, Gasket detail etc. Further, adequate space for GIS busbar interface module shall be taken into account for future scope.

Each section shall have plug-in or easily removable connection pieces to allow for easy replacement of any component with the minimum disturbance to the remainder of the equipment. Inspection windows (View Ports) shall be provided for Disconnector Switches and both type of earth switches i.e. Maintenance and fast operating.

Local Control Cabinets (LCC) shall be provided as per requirement. The alarm and annunciation of GIS equipment shall be wired to the SCADA System.

The material and thickness of the enclosures shall be such as to withstand an internal flashover without burns through for a period of 300 ms at rated short time withstand current. The material shall be such that it has no effect of environment as well as from the by-products of SF_6 breakdown under arcing conditions. This shall be validated with Type Test.

Service continuity requirement for GIS:

The GIS equipment with the given bus switching arrangement shall be divided into different gas compartments. During the work such as a fault repair or major maintenance, requiring the dismantling of a gas compartment for which more than one compartments may need to be de-

gassed.

TSP shall meet following Service continuity conditions (to the extent possible) with ensuring equipment and operating personnel's safety:

- For One and half breaker bus switching scheme, during a fault in Circuit Breaker compartment, no bus bar and feeder is permitted out of service during maintenance and repair/replacement.

- During a fault in a GIS compartment other than the Circuit Breaker compartment, maximum of one bus bar and/or one feeder is permitted out of service during maintenance and repair/replacement.

UHF sensors in GIS for PD (Partial Discharge) detection:

The adequate number of Ultra High Frequency (UHF) sensors shall be provided in the offered GIS along with suitable portable type Partial Discharge (PD) measuring instrument for detection of Partial discharge (of 5 pC and above as per IEC 60270). The number and location of these sensors shall be based on laboratory tests on the typical design of GIS as per recommendations of CIGRE Document No. 654 (Application Guide for sensitivity verification for UHF Partial discharge detection system for GIS).

B.2.3.1 Circuit Breakers (GIS)

GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms (milli second) for 400 kV. The rated break time shall not exceed 60 ms for 220 kV Circuit breakers shall be suitable for single phase and three phase auto reclosing. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The Circuit breakers controlling 400 kV lines wherever required shall be provided with pre-insertion closing resistor of about 400 ohms with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km. The short line fault capacity shall be the same as the rated capacity and this is proposed to be achieved without use of opening resistors. Controlled switching device shall be provided in the Circuit Breaker of the switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers for 400 kV and above voltage class.

B.2.3.2 Isolators (GIS)

The isolators shall comply to IEC 62271-102 in general. Earth switches shall be provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All isolators and earth switches shall be motor operated type.

The isolator shall be of extended mechanical endurance class-M2 and

suitable for Bus Transfer Current Switching duty as per IEC standards. High speed earthing switches shall be provided for grounding purposes at overhead line terminations and cable terminations and shall have fault making capability as specified. Earth switch for line isolator shall be of earthing switch class E1 and shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

B.2.3.3 Current Transformers (GIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering) whereas; CT in Tie bays shall have six cores (four for protections and two for metering) suitably distributed on both sides of CB (for 400 kV and above voltage class). 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for the metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy.

The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.3.4 Voltage Transformer (GIS)

The voltage transformers shall conform to IEC-61869. Voltage transformers shall be of electromagnetic type with SF_6 gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type, nonresistant and shall be contained in their own-SF6 compartment, separated from other parts of installation. The voltage transformer shall be effectively shielded against high frequency electromagnetic transients. The voltage transformer shall have three secondary windings out of which two shall be used for protection and one for metering. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for protection cores shall be 3P. The accuracy of 0.2 on metering core should be maintained throughout the entire burden range on all the three windings without any adjustments during operation. The rated burden of cores shall be closer to the maximum burden

requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (GIS) (if applicable)

624 kV Station High (SH) duty, 336 kV Station High (SH) and 216 kV Station Medium (SM)duty gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/ kV, 12 kJ/ kV and 7kJ/kV respectively shall be provided for 800 kV, 420 kV and 245 kV system respectively conforming to IEC 60099-4 in general. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers and Reactors so as to achieve proper insulation coordination. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.3.6 SF_6 to Air Bushing

Outdoor bushings, for the connection of conventional external conductors to the SF_6 metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC-60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/ kV. SF_6 to air Bushing shall be of Polymer/ composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic conditions. The electrical and mechanical characteristics of bushings shall be in accordance with IEC-60137. Polymer/composite insulator shall be seamless sheath of silicon rubber compound. The housing and weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicon composite insulators shall comply with the requirements of IEC 61462 and the relevant parts of IEC- 62217.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the

event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

400 kV lines shall have Main-I numerical **five** zone distance protection scheme with carrier aided inter-tripping feature. 400 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware and manufacturing platform or different principle of operation.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400 kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV lines shall also be provided with two stages over **standalone** voltage protection. Over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 400 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential protection

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up Over-current and earth fault protection on HV and IV side

iv) Numerical Over fluxing protection on HV and IV side

v) Numerical Overload alarm

Further, Numerical Back-up Over-current and earth fault protection on HV and IV side of autotransformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, Magnetic oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto- transformer for the purpose of auxiliary supply shall be provided. The over current

and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential protection.

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

d) Bus bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220kV. **Duplicated bus bar protection of different make shall be envisaged for 400 kV bus-bar protection**. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input

/ output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back up Protection

This shall be provided for each 400 kV and 220kV circuit breakers and will be con- nected to de-energize the affected stuck breaker from both sides.

Notes:

1. *LBB and REF relays shall be provided separately from transformer differential relay.*
2. *LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).*
3. *Over fluxing* and *overload protection can be provided as built-in feature of differential relay.*
4. *In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.5 Substation Automation System

(a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation system, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level kV and above. All bay control units as well as protection units are normally connected through an Optical fibre high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the Relay Control Room.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in Substation

Automation System.

At new substations, the Substation Automation System (SAS) shall be suitable for operation and monitoring of the complete substation including proposed future bays/elements.

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway and modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement and shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation. Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs. Any augmentation work at RLDC/SLDC is excluded from TSP's scope.

However, all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

(b) Time synchronization equipment

Time synchronization equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS and IEDs etc.

B.3.0 Substation Support facilities

Certain facilities required for operation and maintenance of substations as de- scribed below shall be provided at new substation. In existing substation, these facilities have already been provided and would be extended/ augmented as per requirement.

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged: -

(i) For LT Supply at each new Substation, two (2) Nos. of LT

Transformers (minimum 800 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of 400/220 kV Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by Maharashtra STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 400/33 kV Transformer by local SEB/DISCOM for energy accounting.

(ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. 2 sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour battery backup and extended

backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

(iii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

(iv) For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

(a) 415 V Main Switch board – 1 No.
(b) AC distribution board – 1 No.
(c) Main lighting distribution board – 1 No.
(d) Emergency lighting distribution board – 1 No.
(e) 220 Volt DC distribution board – 2 Nos.

(f) 48 Volt DC distribution board – 2 Nos.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have modules for all the feeders (including future as specified).

(v) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV) shall be provided for emergency applications.

(vi) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including transformer and reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amendment time to time.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

Optical Beam type heat detection for GIS hall fire protection system shall be provided for all the GIS halls.

At existing substations, the fire-fighting systems, as available, shall be augmented/ extended to meet the additional requirements.

B.3.3 Oil evacuating, filtering, testing and filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Standard Specification and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class) as amended up to date available on CEA website.

B.3.4 Illumination

Normal and emergency AC and DC illumination shall be provided adequately in the control room and other buildings of the substation. The switchyard shall also be provided with adequate illumination.

Lighting of the entire control room building, fire-fighting pump house, other building (if any) and switchyard shall be done by LED based low power consumption luminaries.

B.3.5 Control Room

For new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from control room for all the future bays also.
At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

B.3.6 GIS hall

The Gas Insulated Switchgear (GIS) of each voltage level along with other associated equipment shall be housed inside **separate** GIS **Hall**. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels, panels for tele-communication system etc. are to be placed in a separate room in the GIS building. The size of the room shall be such that all the panels for the bays under present scope shall be accommodated. The panel room shall be air-conditioned. Further, the temperature of the room shall be monitored through substation automation system by providing necessary temperature transducers. Ventilation system of suitable capacity shall be provided for each GIS hall.
One EOT Crane of suitable capacity for erection and Maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room shall be provided in each GIS hall. The crane shall be capable of fulfilling all special requirements for erection and maintenance of GIS equipment. The capacity of the crane shall be sized to lift the heaviest GIS switchgear component.

For extension of existing GIS, existing facilities shall be suitably augmented/ extended for GIS equipment under present scope.

B.3.7 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.8 Visual monitoring system (VMS) for watch and ward of substation premises:

Visual monitoring system for effective watch and ward of substation premises shall cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high-definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2. However, for coastal/creek regions it shall be at least 900

g/m^2.

e) In Futu400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future Bay shall be designed considering the current rating of line bay i.e. 3150 A.

f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL.

g) All electrical equipment shall be installed above Highest Flood Level and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

h) As per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022/CEA Manual on Transmissions Planning criteria 2023, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 km. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

The communication requirement shall be in accordance to CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, CERC (Communication System for inter-State transmission of electricity) Regulations, 2017, CEA (Cyber Security in Power Sector) Guidelines, 2021 and CERC Guidelines on "Interface Requirements" 2024 all above documents as amended from time to time.

The complete InSTS communication system commissioned by TSP under the RFP shall be the asset of InSTS and shall be available for usage of InSTS requirements as suggested by STU from time to time.

The communication services viz. SCADA, VoIP, PMU, AGC & AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and
2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.

PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs.

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall provide the following:

C.1.0 Establishment 3x500 MVA, 400/220 kV Velgaon Substation (GIS).

(I) TSP shall supply, install & commission One or more nos. of FODP (**168F** or higher) alongwith panel and required Approach Cable (24F) with all associated hardware fittings from gantry tower to Control Room for all the incoming lines envisaged under the present scope.

(II) TSP shall supply, install & commission One or more STM-16 (FOTE) equipment alongwith panel/s supporting minimum **Seven (7)** directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among **Velgaon GIS S/s**. The suitable DC Power Supply and backup to be provided for communication equipment.

(III) FODP & FOTE equipment with panels shall be provided in Control Room of **Velgaon GIS** S/s. FOTE & FODP Eq can be accommodated in seperate panel to optimize space.

(IV) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.

(V) TSP shall supply, install & commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.

(VI) The maintenance of all the communication equipment including

FOTE, FODP, approach cable, PMU, DCPS alongwith Battery Bank & Firewall shall be the responsibility of TSP.

C.2.0 LILO in Tarpur – Kudus II 400 kV D/c line.

(I) On LILO in Tarpur – Kudus II 400 kV D/c line, TSP shall supply, install & commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

(II) The TSP shall install this OPGW from gantry of **Velgaon GIS** up to the Lilo of **Tarpur-Kudus II** with all associated hardware including Vibration Dampers, mid-way & gantry Joint Boxes (called **OPGW Hardware** hereafter) and finally terminate in Joint Boxes at end Substations. The transmission line length is **60 kms** (approx.) where repeater is not required to meet link budget requirement of LILO in Tarpur – Kudus II 400 kV D/c line.

(III) Maintenance of OPGW Cable, & OPGW Hardware shall be the responsibility of TSP.

C.3.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install & commission required no. of Phasor Measurement Units (PMUs) PMUs at all the locations under the scope of TSP under this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (alongwith all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. The signal list shall be as per the Annexure-I Part-B of CERC Guidelines on "Interface Requirements" These PMUs shall be provided with GPS clock and LAN switch and shall

connect with LAN switch of control room of respective substations/ generating stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

Note: Existing Station owner/s to provide necessary support to integrate different equipment & applications of new extended bays with the existing substation e.g. Communication (through FOTE), Voice etc. for smooth operation and monitoring of new added grid elements.

Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2 NGFW one in Main & another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE & SAS gateway/s at the substation. All ethernet based applications shall be terminated in the firewall ports directly (e.g. PMU, AMR, VOIP, SAS/SCADA etc.). Each port of firewall shall work as a separate zone. Firewall shall be hardware based with features of Block/Allow/drop and IPSec VPN (network encryption).

The number of ports/interfaces in each firewall (i.e. Main & Standby) shall be minimum 16 nos. TSP shall provide either single firewall or multiple firewalls to meet this interfaces requirement, each for main as well as standby firewall. Minimum throughput of firewall shall be 300 Mbps.

The Firewall shall be managed/ configured as standalone at present and shall also have compatibility to manage/configure through Centralized Management Console (CMC) remotely in future.

Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. Further, the OEM must certify that it conforms to Secure Product Development Life Cycle requirements as per IEC62443-4-1. The firewall shall generate reports for NERC-CIP Compliance.

The specifications for the firewalls are given at **Annexure-F.2** and schematic diagram showing firewall placement given at **Figure F.2**.

Annexure F.2

Specifications of Next Generation Firewall (NGFW)

1. NGFW shall have following features including but not limited to: Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) & Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) & Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti- Spyware, Man In The Middle (MITM) attack prevention.

2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP & UDP packets. It shall have the provision to define application control list based on application group and/or list.

3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching

4. Firewall shall have Management Console port to configure remotely.

5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.

6. Firewall shall be rack mounted in existing standard equipment cabinets.

7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.

8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux & Mac.

9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.

10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other

standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.

11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.

12. Firewall shall have the capability to configure sufficient number of VLANs.

13. Firewall shall have the capability to support sufficient number of sessions.

14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps.

15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.

17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality

18. Shall support simultaneous operation with both IPv4 and IPv6 traffic

19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization

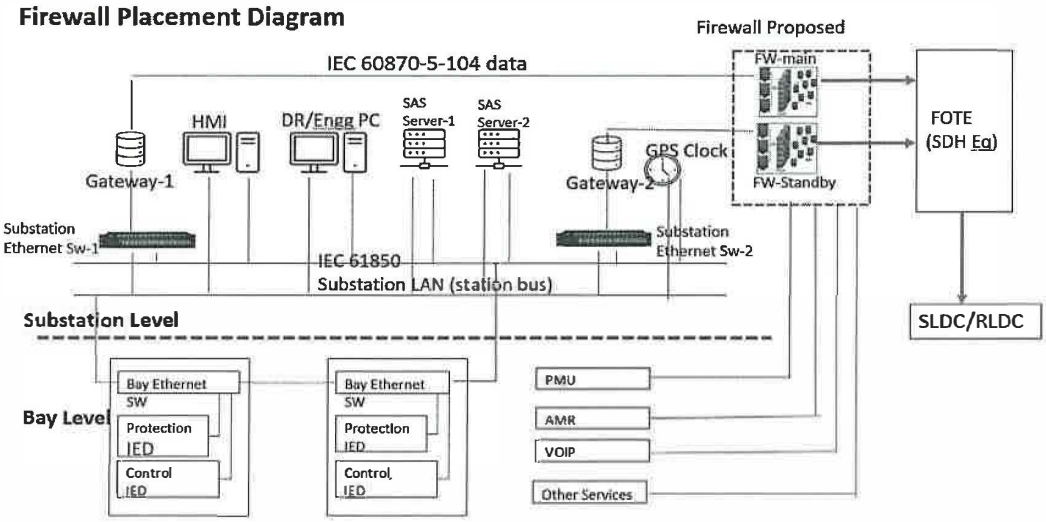
20. Firewall shall have the features of port as well as MAC based security

21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.

22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.

23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

Figure F.2


Firewall Placement Diagram
Firewall Proposed
IEC 60870-5-104 data
FW-main
FW-Standby
FOTE
(SDH Eq)
HMI
DR/Engg PC
SAS
Server-1
SAS
Server-2
GPS Clock
Gateway-1
Gateway-2
Substation
Ethernet Sw-1
Substation
Ethernet Sw-2
IEC 61850
Substation LAN (station bus)
Substation Level
SLDC/RLDC
Bay Level
Bay Ethernet
SW
Protection
IED
Control
IED
Bay Ethernet
SW
Protection
IED
Control
IED
PMU
AMR
VOIP
Other Services

C.5.0 PLCC and PABX:

Power line carrier communication (PLCC) equipment complete for speech, tele- protection commands and data channels shall be provided on each transmission line. The PLCC equipment shall in brief include the following: -

(i) Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.

(ii) At new substation, a telephone exchange (PABX) of 24 trunk lines and 12 subscribers shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (RLDC/SLDC) etc.

(iii) Coupling devices shall be suitable for phase to phase coupling for 400 kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.

(iv) The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device.

(v) Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

(vi) The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.

(vii) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:

Sl. No	Line name	PLCC configuration
1	LILO in Tarpur-Kudus II 400kV D/c Line	1 set Analog PLCC alongwith 4 teleprotectction command interface module + 1 set Digital Protection Coupler for each circuit at both ends.

Further, CVT and Wave trap for all 400 kV line bays under present scope shall be provided by TSP.

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(viii) All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

(ix) 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if require.

Schedule: 2

Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 3x500 MVA, 400/220 kV ICT Velgaon S/s (GIS)	24 Months	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV LILO on Tarapur-Kudus II D/c line at Velgaon GIS			
3.	220 kV LILO on Dahanu-Ghodbunder D/c line at Velgaon GIS			
4.	220 kV LILO on Boisar-Borivali S/c line at Velgaon GIS			
5.	220 kV LILO on S/c Dahanu-Versova line at Velgaon GIS			
6.	220 kV LILO on S/c Boisar-Versova line at Velgaon GIS			

The payment of Transmission Charges for any Element, irrespective of its successful commissioning on or before its Scheduled COD, shall only be considered after successful commissioning of the Element(s), which are pre- required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project is: 24 months from Effective Date

Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1: **Site Regulations and Safety:**

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Nodal Agency for the purpose of monitoring of the Project.

2: **Emergency Work:**

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any entity, other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3: **Site Clearance:**

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4: **Watching and Lighting:**

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

Schedule: 4

Computation of Transmission Charges

1.1 General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per provisions of MERC MYT Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	140 X 25% X ((28+31)/365)	5.65		--	0.00
1-Apr-18 to 30-Nov-18	140 X 25% X (244/365)	23.39		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Sept-18	--	0.00		--	0.00
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140

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4	140 X 100% X 1	140
5	140 X 100% X 1	140
.....		
.....		
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)	93.59

Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1		**Transmission Charges for Element 2**
1-July-19 to 31-Mar-20	140 X 100% X (274/365)	105.09
2	140 X 100% X 1	140
3	140 X 100% X 1	140
4	140 X 100% X 1	140
5	140 X 100% X 1	140
.....		
.....		
36 (1-Apr to 30-Jun)	140 X 100% X (91/365)	34.91

Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19	--	0.00
1-July-19 to 31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr- 30- Jun)	140 X 100% X (91/365)				34.91

The Transmission Charges shall be payable on monthly basis as computed above.

1.2 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 98% and less than or equal to 98.5%;

Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 98%and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;

Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC/ SLDC, as per procedure provided in Schedule 6.
- m is the month in Contract Year 'n'
- Tmn= Transmission Charges for the month 'm' in Contract Year 'n' = =Transmission Charge/ no. of days in the Year n)* no. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the SLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.3SLDC Fee & Charges

The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, shall be the responsibility of the TSP.

Schedule: 5

Quoted Transmission Charges

Quoted Transmission Charges: Rs 585.00 Million

Proportionate Transmission Charges payable for each Element of the Project:

S. No	Name of the Transmission Element	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 3x500 MVA, 400/220 kV ICT Velgaon S/s (GIS)	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	400 kV LILO on Tarapur-Kudus II D/c line at Velgaon GIS		
3.	220 kV LILO on Dahanu-Ghodbunder D/c line at Velgaon GIS		
4.	220 kV LILO on Boisar-Borivali S/c line at Velgaon GIS		
5.	220 kV LILO on Dahanu-Versova S/c line at Velgaon GIS		
6.	220 kV LILO on Boisar-Versova S/ C line at Velgaon GIS		

Schedule: 6

महाराष्ट्र शासन राजपत्र असाधारण भाग चार-क, ऑगस्ट १९, २०२४/श्रावण २८, शके १९४६

Annexure-VI: Procedure for calculation of Transmission System Availability for a Month

1. Transmission system availability for a calendar month shall be computed by the respective Transmission Licensee, and certified by the MSLDC, separately for each AC and HVDC transmission system. For the purpose of calculation of Transmission System Availability:

   i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.

   ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformer together) shall form one element.

   iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.

   iv) Bus Reactors/Switchable line reactors: Each Bus Reactors/Switchable line reactors shall be considered as one element.

   v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element.

   vi) HVDC back-to-back Station: Each block of HVDC back-to-back Station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back Station) is not available, the HVDC back-to-back Station block shall also be considered as unavailable.

2. The Availability of AC and HVDC portion of Transmission system shall be computed as under:

   % Availability for AC system

$$= \frac{o \times AVo + p \times AVp + q \times AVq + r \times AVr}{o + p + q + r} \times 100$$

   % Availability for HVDC system

$$= \frac{s \times AVs + t \times AVt}{s + t} \times 100$$

   Where

   o = Total number of AC lines;

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AVo = Availability of o number of AC lines;

p = Total number of bus reactors/switchable line reactors;

AVp = Availability of p number of bus reactors/switchable line reactors;

q = Total number of ICTs;

AVq = Availability of q number of ICTs;

r = Total number of SVCs;

AVr = Availability of r number of SVCs;

s = Total number of HVDC poles;

AVs = Availability of s number of HVDC poles;

t = Total number of HVDC back-to-back Station blocks;

AVt = Availability of t number of HVDC back-to-back Station blocks.

3. The weightage factor for each category of transmission element shall be as under:

(a) For each circuit of AC line – Surge Impedance Loading (SIL) for Uncompensated line multiplied by ckt-km

SIL rating for various voltage levels and conductor configurations is given in Appendix-I. However, for the voltage levels and/or conductor configurations not listed in Appendix-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, SIL shall be as certified by the Maharashtra State Power Committee (MSPC) Secretariat considering the compensation on the line

For shunt compensated line, the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly, in case of the lines with series compensation, the higher SIL shall be taken as per the percentage of compensation.

(b) For each HVDC pole- The rated MW capacity x ckt-km

(c) For each ICT bank – The rated MVA capacity

(d) For SVC- The rated MVAR capacity (inductive and capacitive)

(e) For Bus Reactor/switchable line reactors – The rated MVAR capacity.

(f) For HVDC back-to-back Station connecting two Regional grids- Rated MW capacity of each block.

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4. The availability for each category of transmission element shall be computed based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per Appendix-II.

5. The transmission elements under outage due to following reasons shall be deemed to be available:
   i. Shut down availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to the Transmission Licensee, the MSLDC may restrict the deemed availability period to that considered reasonable for the work involved.
   ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of MSLDC.

6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration:
   i. Outage of elements due to acts of God and force majeure events beyond the control of the Transmission Licensee. However, onus of satisfying the MSLDC that element outage was due to aforesaid events and not due to design failure shall rest with the Transmission Licensee. A reasonable restoration time for the element shall be considered and any additional time taken by the Transmission Licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the Transmission Licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.
   ii. Outage caused by grid incident/disturbance not attributable to the Transmission Licensee, e.g., faults in substation or bays owned by other agency causing outage of the Transmission Licensee's elements, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.

Appendix-II

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

AV_o(Availability of o no. of AC lines) $= \sum_{i=1}^{o} \frac{W_i(T_i - T_{NA_i})}{T_i} \Big/ \sum_{i=1}^{o} W_i$

AVs(Availability of s no. of HVDC pole) $= \sum_{j=1}^{s} \frac{W_j(T_j - TNA_j)}{T_j} \Big/ \sum_{j=1}^{s} W_j$

AV_q(Availability of q no. of ICTs) $= \sum_{K=1}^{q} \frac{W_k(T_k - T_{NA_k})}{T_k} \Big/ \sum_{k=1}^{q} W_k$

AV_r(Availability of r no. of SVCs) $= \left[\sum_{l=1}^{r} 0.5\frac{W_l(T_l(-T_{NA_l})}{T_l} + \sum_{l=1}^{r} 0.5\, W_{cl}\frac{(T_{cl} - _{ACl})}{T_{cl}}\right] \Big/ \left[\sum_{l=1}^{r} 0.5 W_l + \sum_{l=1}^{r} 0.5\, W_{cl}\right]$

AV_p(Availability of p no. of Switched Bus reactors) $= \sum_{m=1}^{p} \frac{W_m(T_m - T_{NA_m})}{T_m} \Big/ \sum_{m=1}^{p} W_m$

AVt (Availability of t no. of HVDC Back-to-back Blocks) $= \sum_{n=1}^{t} \frac{W_n(T_n - T_{NA_n})}{T_n} \Big/ \sum_{n=1}^{t} W_n$

Where W_i = Weightage factor for i^{th} transmission line

W_j = Weightage factor for j^{th} HVDC pole

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Wk	=	Weightage factor for k^{th} ICT
Wl&Wcl	=	Weightage factors for inductive & capacitive operation of l^{th} SVC
Wm	=	Weightage factor for m^{th} bus reactor
Wn	=	Weightage factor for n^{th} HVDC back to back block.

Ti, Tj, Tk, Tl, Tcl, = Tm&Tn	The total hours of i^{th} AC line j^{th} HVDC pole, k^{th} ICT, l^{th} SVC (Inductive Operation), l^{th} SVC (Capacitive Operation), m^{th} Switched Bus Reactor &n^{th} HVDC back-to-back block during the period under consideration (excluding time period for outages not attributable to Transmission Licensee for reasons given in Para 6 of the procedure)
T_{NAi} , T_{NAj} , T_{NAk} = T_{NAcl}, T_{NAm},	The non-availability hours (excluding the time period for T_{NAl}, outages not attributable to transmission Licensee taken as T_{NAn}, deemed availability as per Para 5 of the procedure) for i^{th} AC line, , j^{th} HVDC pole, k^{th} ICT, l^{th} SVC (Inductive Operation), l^{th} SVC (Capacitive Operation), m^{th} Switched Bus Reactor and n^{th} HVDC back-to-back block.

Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Bid dated 19.06.2025 and 18.07.2025 shall be an integral part of this document.

Schedule: 8

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the ……..[Insert name of the SPV or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated..... and the other RFP Project Documents and the Nodal Agency and the ……..[Insert the name of the BPC], agreeing to execute the *RFP Project Documents* with the Selected Bidder, regarding setting up the Project, the …… [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to …… (being the Nodal Agency) _at ……..[Insert the Place from the address of the Nodal Agency indicated in the TSA] forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees …….. Crores (Rs.) only [Insert the amount of the
bank guarantee] on behalf of M/s. ……. [Insert name of the Selected Bidder or SPV].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. …….. Crores (Rs. ……..) only. Our Guarantee shall remain in force until …….. [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Nodal Agency, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from …… (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Selected Bidder],

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…… [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against …… [Insert name of the SPV] or the Selected Bidder, as the case may be, to make any claim against or any demand on …… [Insert name of the SPV] or the Selected Bidder, as the case may be, or to give any notice to.....[Insert name of the SPV] or the Selected Bidder, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against …… [Insert name of the SPV] or the Selected Bidder, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement.

The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. …….. Crores (Rs. .....) only and it shall remain in force until.....[Date to be inserted on the basis of Article 3.1.2of the Transmission Service Agreement], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by …… [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

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In witness where of:

Signature .....

Name: .....

Power of attorney No.: .....

For:

.....[Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office

Schedule: 9

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$

Where,

ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the CERC, applicable on the Bid Deadline

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.

Celgall
PURSUIT WITH EXCELLENCE
(As ISO : 9001-2008 Certified Company)
CIN : L45201PB2002PLC025257

Ref: CIL/BD/REC/VELGAON/2025-26/238 **Dated: 09.01.2026**

To
Chief Executive Officer,
REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122001
Email: anilkperala@recpdcl.in, tbcb@recpdcl.in, vijay.kulkarni@recpdcl.in

Subject: Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process for "Establishment of 400/220 kV Velgaon Substation (GIS)" is issued by REC Power Development and Consultancy Limited. **Submission of Contract Performance Guarantee Reg.**

Ref: -
i. CIL/BD/REC/VELGAON/2025-26/197 Dt 28.11.2025
ii. RECPDCL/TBCB/Velgaon/ 2025-26/2898 Dt. 23.11.2025

Dear Sir,

With reference to the above subject matter, we are hereby submitting the Contract Performance Guarantee (PBG), as per Article 3 of TSA. The details of Bank Guarantees are tabulated below:

BG NUMBER	BG AMOUNT	ISSUE DATE	EXPIRY DATE	CLAIM DATE	BANK NAME	BG TYPE
62030GI3D0115126	9,35,00,000	07-01-2026	09-04-2028	09-04-2029	Union Bank	PBG

This is to inform you that the original copy of the Performance Bank Guarantee (PBG) has been submitted to your good office. You are kindly requested to acknowledge receipt of the same at your earliest convenience.

This is for Your Information and record Please.

With Regards

CEIGALL INDIA LIMITED

M/s Ceigall India Limited

Authorized Signatory

Enclosed (PBG copy)

यूनियन बैंक ऑफ इंडिया
भारत सरकार का उपक्रम

Union Bank of India
A Government of India Undertaking

Serial No: AA00062666

Name of Beneficiary: Maharashtra State Transmission Utility

Address of the Beneficiary: **Prakashganga, 4th Floor, A Wing**
Plot no. c-19, E Block, BKC Complex
Bandra (E). Mumbai - 400051

WE HAVE ISSUED THE BANK GUARANTEE IN YOUR FAVOUR AS PER DETAILS MENTIONED HEREUNDER:-

BANK GUARANTEE NO: 62030GI3D0115126.

APPLICANT NAME: CEIGALL INDIA LIMITED.

BANK GUARANTEE AMOUNT: Rs 9,35,00,000.00/-

BANK GUARANTEE EXPIRY DATE: 09.04.2028.

BANK GUARANTEE CLAIM EXPIRY DATE: 09.04.2029.

THIS COVER PAGE SHALL FORM INTEGRAL PART OF THE ENCLOSED BANK GUARANTEE.

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

ISSUING BRANCH NAME: MID CORPORATE BRANCH, CHANDIGARH

ADDRESS: SCF 62, SECTOR 30C, CHANDIGARH 160030

IFSC: UBIN0562033

BG/2024/AP0062666

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Punjab

e-Stamp

Certificate No.	:	**IN-PB08646580848354Y**
Certificate Issued Date	:	05-Jan-2026 03:53 PM
Certificate Issued By	:	pbmuguptu
Account Reference	:	NEWIMPACC (SV)/ pb7050504/ LUDHIANA/ PB-LD
Unique Doc. Reference	:	SUBIN-PBPB70505041355372920262 3Y
Purchased by	:	RAJEEV JAIN
Description of Document	:	Article 5(d) Agreement - if not otherwise provided for
Property Description	:	NA
Area of Property	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	UNION BANK OF INDIA
Second Party	:	MAHARASHTRA STATE TRANSMISSION UTILITY
Stamp Duty Paid By	:	UNION BANK OF INDIA
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)
Social Infrastructure Cess(Rs.)	:	0 (Zero)
Total Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

A.L. KUMAR 2504 LUDHIANA

IN-PB08646580848354Y

Please write or type below this line

THE STAMP PAPER FORMS AN INTEGRAL PART OF 620230 GT3D0115726 DATED 27.01.2026

Bank Code 562033 UBO CORPORATE BR. LHG

PF 0029934323

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.

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BG No: 62030GI3D0115126
BG Issue Date: 07/01/2026
BG Expiry Date: 09/04/2028
BG Claim Expiry Date: 09/04/2029

BANK GUARANTEE

To,
Maharashtra State Transmission Utility
(STU)
Prakashganga, 4th Floor, A Wing
Plot no.c-19, E Block, BKC Complex
Bandra (E), Mumbai - 400051

Contract Performance Guarantee

In consideration of the M/s. Ceigall India Limited having its registered address at A-898, Tagore Nagar, Ludhiana-141001, Punjab ("Selected Bidders") agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 09-01-2026 and the other RFP Project Documents and the Nodal Agency and the REC Power Development and Consultancy Limited, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the Union Bank of India, a Body Corporate, constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act 1970 having its Central Office at #239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021, Maharashtra, India acting through its branch at SCF 62, Mid Corporate Branch, Chandigarh [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Maharashtra State Transmission Utility (STU) (being the Nodal Agency) at Mumbai forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs 9,35,00,000/- (Rupees Nine Crore Thirty-Five Lacs Only)on behalf of M/s Ceigall India Limited.

This guarantee shall be valid and binding on the Guarantor Bank up to and including 09-04-2028 and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement vide Ref no : RECPDCL/TBCB/VELGAON/2025-26/2898 DATED 23.11.2025.

Our liability under this Guarantee is restricted to Rs 9,35,00,000/- (Rupees Nine Crore Thirty-Five Lacs Only). Our Guarantee shall remain in force until 09-04-2028. The Nodal Agency, shall be entitled to invoke this Guarantee up to three hundred sixty-five (365) days of the last date of the validity of this Guarantee i.e. 09-04-2029.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from Maharashtra State Transmission Utility (STU) (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Ceigall India Limited. The Guarantor Bank shall not require Nodal Agency to

BG No: 62030GI3D0115126
BG Issue Date: 07/01/2026
BG Expiry Date: 09/04/2028
BG Claim Expiry Date: 09/04/2029

justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Selected Bidder, to make any claim against or any demand on the Selected Bidder, or to give any notice to the Selected Bidder, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Selected Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement.

The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.
Notwithstanding anything contained herein:

1 Our Liability under this Bank Guarantee shall not exceed Rs 9,35,00,000/- (Rupees Nine Crore Thirty-Five Lacs Only).
2 This Bank Guarantee shall be valid upto 09/04/2028 (Date of Expiry of the Guarantee)
3 Further a claim period of 365 Days from the expiry date of the Bank Guarantee is available to make a demand under this Bank Guarantee. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 09/04/2029 (Date of Expiry of the guarantee PLUS the claim period if any) and we shall be relieved and discharged from all our liabilities and obligations under this Bank Guarantee irrespective of return of original Bank Guarantee.
4 At the end of expiry of the validity period (including claim period), unless an action to enforce the claim under this guarantee is initiated before the Court or Tribunal on or before 12 months after the expiry of the validity period (including claim period), all your rights under this Bank guarantee shall stand extinguished

Confirmation of the Bank Guarantee may be obtained from:

E - Confirmation Cell
Centralized Credit Operations Wing
Credit Compliance and Monitoring Dept,
Union Bank of India
Central Office - (Annexe)
5-9-11, Pattabhi Bhawan
Saifabad, Hyderabad
Tel No. 040-23252536
E-mail:ecc@unionbankofindia.bank

In the event of invocation, the details to be sent to the branch address with branch email id: UBIN0562033@unionbankofindia.bank.in marking a copy to our back office at inlandbg@unionbankofindia.bank.in

BG No: 62030GI3D0115126
BG Issue Date: 07/01/2026
BG Expiry Date: 09/04/2028
BG Claim Expiry Date: 09/04/2029

Dated 07th January 2026

Authorised Signatory

Authorised Signatory

Messages

Message 1

Possible Duplicate Emission

Message Identifier

Message Preparation Application:	Integration Platform
Unique Message Identifier:	I BKID0000160 Fil 62030GI3D0115126 (suffix 2601073946668)

Message Header

Status:	Possible duplicate emission Message Modified Deletable		
Format:	Proprietary	Sub-Format:	Input
Identifier:	SWIFT.BGS.760.COV	Expansion:	
Request Type:	default		
Sender:	UBIN0562033	LT:	X
Receiver:	BKID0000160	LT:	X
Requestor DN:	o=xxxxxxxx,o=swift		
Responder DN:	o=xxxxxxxx,o=swift		
MUR:	62030GI3D0115126		

Sender / Receiver

Sender Institution:	UBIN0562033
Receiver Institution:	BKID0000160

Message Text

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B
:7034:Maharashtra State Transmission Util
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A Wing Plot no.c 19  E Block  BKC C
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EXHIBIT - L

SHARE PURCHASE AGREEMENT

BETWEEN

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

AND

VELGAON POWER TRANSMISSION LIMITED

AND

CEIGALL INDIA LIMITED

Dated: 09th January, 2026

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL28050804672645Y
Certificate Issued Date	:	06-Jan-2026 06:17 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF80402195870351Y
Purchased by	:	REC POWER DEVELOPMENT AND CONSULTANCY
Description of Document	:	Article 5 General Agreement
Property Description	:	CORE-4, SCOPE COMPLEX , 7, LODHI ROAD, NEW DELHI - 110003
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	VELGAON POWER TRANSMISSION LIMITED
Second Party	:	CEIGALL INDIA LIMITED
Stamp Duty Paid By	:	VELGAON POWER TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

₹500

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

IN-DL28050804672645Y

Please write or type below this line

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (**'Agreement'**) made on the 09th day of January, 2026 at New Delhi by and between:

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED, a company incorporated under the Companies Act, 1956, vide CIN-U40101DL2007GOI165779 having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110 003, India (hereinafter referred to as "**REC PDCL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

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.

RECPDCL VPTL

CEIGALL INDIA LIMITED

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL28046703720514Y
Certificate Issued Date	:	06-Jan-2026 06:13 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF80394917397565Y
Purchased by	:	REC POWER DEVELOPMENT AND CONSULTANCY
Description of Document	:	Article 5 General Agreement
Property Description	:	CORE-4, SCOPE COMPLEX , 7, LODHI ROAD, NEW DELHI - 110003
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	VELGAON POWER TRANSMISSION LIMITED
Second Party	:	CEIGALL INDIA LIMITED
Stamp Duty Paid By	:	VELGAON POWER TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

₹500

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

IN-DL28046703720514Y

Please write or type below this line

AND

VELGAON POWER TRANSMISSION LIMITED a company incorporated under the Companies Act, 2013 vide CIN - U42202DL2025GOI445416, having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110003, India (herein after referred to as "**Company**" which expression shall, unless repugnant to the context, mean and include its successors in interest) of the **SECOND PART**;

Statutory Alert: 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. In case of any discrepancy please inform the Competent Authority.

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2

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Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No.	:	IN-DL28039170213388Y
Certificate Issued Date	:	06-Jan-2026 06:06 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF80380570714737Y
Purchased by	:	REC POWER DEVELOPMENT AND CONSULTANCY
Description of Document	:	Article 5 General Agreement
Property Description	:	CORE-4, SCOPE COMPLEX , 7, LODHI ROAD, NEW DELHI - 110003
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	VELGAON POWER TRANSMISSION LIMITED
Second Party	:	CEIGALL INDIA LIMITED
Stamp Duty Paid By	:	VELGAON POWER TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

₹200

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

IN-DL28039170213388Y

Please write or type below this line

AND

CIEGALL INDIA LIMITED, a company incorporated under the Companies Act, 1956 vide CIN-L45201PB2002PLC025257 and having its registered office at **A-898 Tagore Nagar, Ludhiana, Punjab, India - 141001** (hereinafter referred to as "**Selected Bidder**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART.**

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.

RECPDCL

Velgaon Power Transmission Limited New Delhi 110003 Core-4, Scope Complex-7, Lodhi Road

VPTL

CIEGALL INDIA LIMITED CIL

WHEREAS:

A. The Government of Maharashtra vide its Gazette Notification No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified REC Power Development and Consultancy Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) for "**Establishment of 400/200 kV Velgaon Substation (GIS)**" through tariff based competitive bidding process (hereinafter referred to as the "Project").

B. In accordance with the Bidding Guidelines, the BPC had initiated a competitive bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in **Schedule 2** of the TSA. BPC had initiated this process in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).

C. BPC has incorporated the Company and has undertaken the preliminary studies, obtained certain approvals, etc. regarding the Project on behalf of the Company.

D. REC PDCL along with the Nominees hold one hundred per cent (100%) of the total issued and paid up equity share capital of the Company.

E. Pursuant to the said Bid Process, Ceigall India Limited has been identified as the Selected Bidder vide Letter of Intent dated 23rd November 2025 issued by the BPC in favour of the Selected Bidder.

F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

REC Power Development and Consultancy Limited Gurugram RECPDCL

Velgaon Power Transmission Limited New Delhi 110003 VPTL

CEIGALL INDIA LIMITED

1. DEFINITIONS

1.1 Capitalised terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the TSA.

1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:

(i) **"Acquisition Price"** shall mean INR 1,88,87,232 (Rupees One Crore Eighty-Eight Lakh Eighty-Seven Thousand Two Hundred Thirty-Two Only), which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par and for taking over of all assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;

(ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by the Parties in writing;

(iii) **"Bid Process"** shall mean the competitive bidding process initiated by the BPC, by issuance of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;

(iv) **"Board"** shall mean the board of directors of the Company;

(v) **"Closing Date"** shall mean a mutually agreed date between the Parties falling within the period as mentioned in clause 2.15.2 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such period;

(vi) "**Encumbrance**" shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;

(vii) "**Letter of Intent**" shall have the meaning ascribed thereto under the Bid Documents;

(viii) **"Long Term Transmission System User" or "LTTSU"** shall mean a person availing or intending to avail access to the Intra-State Transmission System for a period up to twenty-five years or more.;

(ix) **"Nodal Agency"** shall mean Maharashtra STU;

(x) "**Nominees**" shall mean the Persons, who are named in Annexure A of this Agreement, holding the Sale Shares as nominees of REC PDCL;

(xi) "**Party**" shall mean REC PDCL, Company and the Selected Bidder, referred to individually, and "Parties" shall mean REC PDCL, Company and the Selected Bidder collectively referred to, as relevant;

(xii) "**Person**" shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof, and/or any other legal entity;

(xiii) "**RFP Project Documents**" shall mean the following documents, referred to collectively:

a. Transmission Service Agreement; and
b. this Agreement.

(xiv) "**Representations and Warranties**" shall mean the representations and warranties mentioned in Clause 4 hereto;

(xv) "**RoC**" shall mean the Registrar of Companies;

(xvi) "**Sale Shares**" shall mean 50,000 shares, representing one hundred percent (100%) of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in Annexure A attached hereto;

(xvii) "**Shares**" shall mean the fully paid-up equity shares of Company, of face value Rs. 10 each;

(xviii) "**Shares Seller**" shall mean REC PDCL; and

(xix) "**Transmission Service Agreement**" or "**TSA**" means the agreement titled 'Transmission Service Agreement' to be executed on 09th January, 2026 between Nodal Agency and Velgaon Power Transmission Limited, pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project to the Nodal Agency/ Long Term Transmission System User(s) on a commercial basis, as may be amended from time to time.

1.3 Interpretation Clause

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

REC PDCL

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2. TRANSFER OF SHARES

2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares free from Encumbrances together with all assets and liabilities of the Company with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.

2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as nominees of the Shares Seller to the Nominees of Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms duly stamped with requisite amount of stamp duty payable on the transfer of the Sale Shares ("**Share Transfer Forms**").

3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("**Sale Share Certificates**") executed by the Shares Seller and the Nominees, simultaneously against the Selected Bidder handing over to the Shares Seller, demand drafts drawn in favour of the Shares Seller or by confirmation of RTGS transfer in favour of the Shares Seller, for the Acquisition Price payable to it.

Provided that prior to the handing over of the Sale Share Certificates to the Selected Bidder as mentioned above, the Selected Bidder shall provide satisfactory evidence to REC PDCL that on the Closing Date, the Selected Bidder has furnished the Contract Performance Guarantee to the Nodal Agency and is in a position to comply with all other requirements of Clause 2.15.2 of the RFP.

3.3 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Share Certificates with the Company along with the names of its nominees to be appointed on the Board of the Company. The new registered office address of the Company shall be within the jurisdiction of the RoC of New Delhi or within the jurisdiction of any other RoC, as required by the selected bidder, by following the due process as may be required. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

(i) Immediately on the Closing Date convene a meeting of the Board, wherein the Board shall pass the following necessary resolutions:

(a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the **Ceigall India Limited** and its nominees and transfer of all assets and liabilities of the Company as on Closing Date;

(b) approving the **Ceigall India Limited** and its nominees as the members of the Company and entering the name of the **Ceigall India Limited** and its nominees in the register of members.

(c) changing the address of the registered office of the Company to the new address as provided by the Selected Bidder as per clause 3.3 above.

(d) appointing the Directors of the Selected Bidder on the Board of the Company

Immediately pursuant to the resignation of the existing Directors, the newly constituted Board of Directors shall continue/hold the meeting and pass the following resolutions:

(e) accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director, for the rest of the meeting

(f) terminating all the authorizations granted regarding the business and/or operations of the Company or the operations of the bank accounts of the Company, with prospective effect; and

(g) acknowledging and accepting the terms and conditions as contained in the executed copies of the RFP Project Documents and to abide by the provisions contained therein.

(ii) Enter the name of the **Ceigall India Limited** and its nominees as the legal and beneficial owner of the Sale Shares, free of all Encumbrances, in the register of members of the Company;

(iii) Make the necessary endorsements on the Sale Share Certificates, indicating the name of the **Ceigall India Limited** and its nominees as the legal and beneficial owner of the Sale Shares evidenced there under;

(iv) Return the original Sale Share Certificates, duly endorsed in the name of the **Ceigall India Limited** and its nominees, to the **Ceigall India Limited** and its nominees, as the case may be or its authorized representative;

REC Power Development and Consultancy Limited Gurugram
RECPDCL
VPTL
Velgaon Power Transmission Limited New Delhi 110003
CIL
CEIGALL INDIA LIMITED

(v) Handover all the statutory registers and records, if any, of the Company to the Selected Bidder.

(vi) Handover certified true copies of the Board resolution passed by the Company as per (i) (c) to (i) (d) of Clause 3.3 (i) to the Nodal Agency.

3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the **Clauses 3.1 to 3.3** above on the Closing Date are completed on the same day.

Notwithstanding the provisions of **Clause 3.3** hereto, all proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by the Nodal Agency themselves, (b) all rights and obligations of the BPC shall cease forthwith, (c) all other rights and obligations of the Company shall be of the TSP and (d) any decisions taken by the BPC on behalf of the Company prior to the date of acquisition, shall continue to be binding on the Company and/or Nodal Agency as the case may be.

3.6 This Agreement shall be effective from the date of its signing by the Parties and shall remain in force until all the obligations of the respective Parties under Clause 3.3 hereto are fulfilled.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Selected Bidder hereby represents and warrants to the Shares Seller that:

4.1.1 The Selected Bidder has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by the Selected Bidder and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

REC Power Development and Consultancy Limited Gurugram RECPDCL

Velgaon Power Transmission Limited New Delhi 110003 VPTL Scope-4, Scope Complex-7, Lodhi Road

CEIGALL INDIA LIMITED 9

4.1.2 The execution, delivery and performance of this Agreement by the Selected Bidder (i) will not violate or contravene any provision of the Memorandum of Association or Articles of the Selected Bidder, (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which the Selected Bidder is bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or any contractual obligation assumed by the Selected Bidder, from purchasing the Sale Shares from the Shares Seller in the manner provided for in this Agreement.

4.2 The Shares Seller hereby represents and warrants to the Selected Bidder that;

4.2.1 The Shares Seller and the Nominees are the legal and beneficial owners of the Sale Shares, free and clear of any Encumbrance and the delivery to the Selected Bidder of the Sale Shares pursuant to the provisions of this Agreement will transfer to the Selected Bidder a good title to the Sale Shares.

4.2.2 The Shares Seller has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein. The execution, delivery and performance of this Agreement will not violate the Memorandum and Articles of Association of the Shares Seller or contravene any contract by which it is bound.

4.2.3 The Shares Seller has obtained requisite authorizations to sell and transfer the Sale Shares to the Selected Bidder. The Shares Seller also represent that it is not prevented from transferring and selling the Sale Shares. Also, to the best of its knowledge, the Sale Shares are not the subject matter of any claim or pending proceeding or threatened by any legal proceeding made by any third party.

4.3 Except as specified in Clause 4.2 above, the Shares Seller shall not be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares or Company, including but not limited to any implied warranty or representation as to the business or affairs of Company.

REC Power Development and Consultancy Limited ★ Gurugram RECPDCL

Velgaon Power Transmission Limited ★ New Delhi 110003 VPTL Scope Complex, Lodhi Road

GAIL INDIA LIMITED

4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.

4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for a period of one (1) year.

4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after the Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

6. MISCELLANEOUS

6.1 NOTICES

a) All notices to be given under this Agreement shall be in writing and in the English language.

b) All notices must be delivered personally or by registered or certified mail or by recognised courier to the addresses below:

Selected Bidder: **Ceigall India Limited,**
Plot No. 452, Udyog Vihar, Phase-V, Near GPO-Gurugram, Behind Enkay Tower, Gurugram-122016

REC PDCL: **REC Power Development and Consultancy Limited**
Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003

Company: **Velgaon Power Transmission Limited**
Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003

c) Any Party may by notice of at least fifteen (15) days to the other Parties change the address and / or addresses to which such notices and communications to it are to be delivered or mailed.

REC Power Development and Consultancy Limited Gurugram RECPDCL

Velgaon Transmission Limited New Delhi 110003 Core-4, Scope Complex-7, Lodhi Road

CEIGALL INDIA LIMITED

6.2 RESOLUTION OF DISPUTES

6.2.1 If any dispute arises between the Parties, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), the disputing Parties hereto shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within sixty (60) days from the date of the Dispute.

6.2.2 If the Parties are unable to amicably settle the Dispute in accordance with Clause 6.2.1 within the period specified therein, any of the Parties shall be entitled to within thirty (30) days after expiry of the aforesaid period, refer the Dispute to the Chief Executive Officer/Director of REC PDCL and Chief Executive/ Managing Director of the Selected Bidder for resolution of the said Dispute. The attempt to bring about such resolution shall be considered to have failed if not resolved within thirty (30) days from the date of receipt of a written notification in this regard.

6.2.3 In the event the Dispute is not settled in accordance with Clause 6.2.2 above, any Party to the Dispute shall be entitled to serve a notice invoking this Clause and making a reference to a sole arbitrator. If the Parties to the Dispute cannot agree as to the appointment of the sole arbitrator within thirty (30) days of receipt of the notice of the Party making the reference, then the Shares Seller along with the Company shall appoint one arbitrator and the Selected Bidder shall appoint one arbitrator and the two arbitrators, so appointed shall appoint a third arbitrator. However, after the Closing Date, in such an event the Shares Seller shall appoint one arbitrator and the Selected Bidder along with the Company shall appoint one arbitrator and the two arbitrators, so appointed shall appoint the third arbitrator.

6.2.4 The place of the arbitration shall be New Delhi. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

6.2.5 The proceedings of arbitration shall be in English language.

6.2.6 The arbitrator's award shall be substantiated in writing. The arbitrators shall also decide on the costs of the arbitration proceedings. In case the arbitrators have not decided on the costs of the arbitration proceedings, each Party to the Dispute shall bear its own costs, in relation to the arbitration proceedings.

REC Power Development and Consultancy Limited Gurugram RECPDCL

Velgaon Power Transmission Limited New Delhi 110003 VPTL Plot No.4, Scope Complex-7, Lodhi Road

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6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by Dr. Sudhir Rao Hoshing, Wholetime Director, pursuant to an authorization granted to Dr. Sudhir Rao Hoshing, Wholetime Director through necessary Board resolutions. Further, Dr. Sudhir Rao Hoshing, Wholetime Director is also authorized by such resolutions to take any decision which may be required to be taken, do all acts and execute all documents which are or may be required by the Selected Bidder for the proper and effective fulfillment of the rights and obligations under this Agreement. Any action taken or document executed by Dr. Sudhir Rao Hoshing, Wholetime Director shall be deemed to be acts done or documents executed by the Selected Bidder and shall be binding on the Selected Bidder.

6.4 RESERVATION OF RIGHTS

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than that expressly stipulated in this Agreement.

6.5 CUMULATIVE RIGHTS

All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

6.6 PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

REC Power Development and Consultancy Limited Gurugram RECPDCL

Velgaon Power Transmission Limited New Delhi 110003 VPTL

GEIGALL INDIA LIMITED

6.7 TERMINATION

If (i) the Closing does not occur on the Closing Date for any reason whatsoever, or (ii) the Letter of Intent is withdrawn or terminated for any reason, or (iii) due to termination of the TSA by the Nodal Agency in accordance with Article 3.3.2 or Article 13 of the TSA thereof, REC PDCL shall have a right to terminate this Agreement forthwith by giving a written notice to the other Parties hereto.

6.8 AMENDMENTS

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

6.9 ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties, which will not be unreasonably withheld.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

6.11 COSTS

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

The Selected Bidder shall be liable to bear and pay the costs in respect of this Agreement and transfer of Sale Shares.

6.12 RELATIONSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

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VPTL

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CEIGALL INDIA LIMITED

6.13 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts by the Parties and each fully executed counterpart shall be deemed to be original.

6.15 CONFIDENTIALITY

The Parties undertake to hold in confidence and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

(a) to their professional advisors;

(b) to their officers, employees, agents or representatives, who need to have access to such information for the proper performance of their activities;

(c) disclosures required under Law;

without the prior written consent of the other Parties.

Provided that the Nodal Agency and REC PDCL may at any time, disclose the terms and conditions of transactions contemplated hereby to any person, to the extent stipulated under the law or the Bidding Guidelines.

6.16 INDEMNIFICATION

The Parties hereby agree that transfer of Sale Shares to the Selected Bidder shall vest all the rights, privileges, licenses, responsibilities, liabilities and other obligations pertaining to the Company in the Selected Bidder.

- The Selected Bidder hereby agrees that the Selected Bidder shall not be entitled to any claims or initiate any legal proceedings by itself or through the Transmission Service Provider against the Shares Seller, its directors, officers, employees and the subscribers including the members of any committees appointed by them in respect of any actions or decisions taken by any of them up to the Closing Date in furtherance of the Project referred to in recital A of this Agreement.

- Further, the Selected Bidder hereby indemnifies and holds harmless at all times the Shares Seller against all past, present and future third party claims and liabilities arising out of actions or decisions taken by any of the persons or bodies referred to in Clause 6.3 up to the Closing Date in furtherance of the Project referred to above or otherwise concerning the

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Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

- The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

6.17 SURVIVAL

The provisions of Clause 1 (Definitions and Interpretation), Clause 4 (Representations and Warranties), Clause 6.2 (Resolution of Disputes), Clause 6.7 (Termination), Clause 6.15 (Confidentiality), Clause 6.16 (Indemnification) and other representations, warranties, covenants and provisions contained herein that by their nature are intended to survive, shall survive the termination of this Agreement

6.18 FORCE MAJEURE

No party shall be liable for its inability or delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party including delay caused through flood, riot, Act of God, lighting civil commotion, storm, tempest and earthquake.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

REC Power Development and Consultancy Limited Gurugram RECPDCL

VPTL

Velgaon Power Transmission Limited New Delhi 110003

CEL A.I.L INDIA LIMITED 16

SIGNED AND DELIVERED by the within named **REC POWER DEVELOPMENT AND CONSULTANCY LIMITED** by the hand of Sh. Saurabh Rastogi, CEO

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 01st December, 2025)

IN THE PRESENCE OF:

WITNESS:
(Name and address)

1. Vijay S. Kulkarni
Sr. GM & HoD, RECPDCL

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

2. Anil Kumar Perala
Chief Manager (Tech)
RECPDCL, Gurugram

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

SIGNED AND DELIVERED by the within named **VELGAON POWER TRANSMISSION LIMITED** by the hand of Sh. Mukul Agarwal, Chairman

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 09th January, 2026)

WITNESS:
(Name and address)

Nikhil Goel
AM(CS), REC Limited

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

RITU MADAN ARORA
CM(CS)
REC LIMITED

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

SIGNED AND DELIVERED by the within named **CEIGALL INDIA LIMITED** by the hand of Dr. Sudhir Rao Hoshing, Wholetime Director



(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 02nd January, 2026)

WITNESS:
(Name and address)

1) Gautam Nagar
(Manager Business)

Plot No. 452, Udyog Vihar, Phase-V, Near GPO-Gurugram, Behind Enkay Tower, Gurugram-122016

PREM KAMRA
(Manager)

Plot No. 452, Udyog Vihar, Phase-V, Near GPO-Gurugram, Behind Enkay Tower, Gurugram-122016

ANNEXURE A

DESCRIPTION OF THE SALE SHARES

S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	REC Power Development and Consultancy Limited	49,994	99.988
2.	Shri Jaspal Singh Kushwaha*	1	0.002
3.	Shri Mukul Agarwal*	1	0.002
4.	Shri Ch. V. Lakshmana Charyulu*	1	0.002
5.	Ms. Navita Dubal*	1	0.002
6.	Shri Arvind Kumar*	1	0.002
7.	Shri Anil Kumar Perala*	1	0.002
	Total	50,000	100.000

*** Held as nominee of REC PDCL.**

REC Power Development and Consultancy Limited Gurugram RECPDCL

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EXHIBIT - M

SCHEDULE I

FORM OF APPLICATION FOR LICENCE

To,

The Secretary,

Maharashtra Electricity Regulatory Commission.

I / We hereby apply for a Transmission License under the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004. We set out hereunder the relevant particulars in connection with our application and shall provide any other information as required by the Hon'ble Commission.

GENERAL INFORMATION

1. Name to appear on license: **Velgaon Power Transmission Limited**
2. Primary Contact:
   a. Name : **Mr. Chandan Singh**
   b. Contact Address: **Plot No. IN-KHNO 414, 415, 416, 417, 418(Min), Ground Floor, Village Rajokari, Delhi – 110038**
   c. Phone Number: **0124 - 420 6978**
   d. Fax Number: **0161-4623666**
   e. E-mail address: **velgaon@ceigall.com / t-d@ceigall.com**

INFORMATION ABOUT THE APPLICANT

3.	Full legal name of organization:	**Velgaon Power Transmission Limited**
4.	Registration number under applicable statute:	U42202DL2025GOI445416
5.	Date of incorporation and registration	29.03.2025
6.	Registered office address:	Plot No. IN-KHNO 414, 415, 416, 417, 418(Min), Ground Floor, Village Rajokari, Delhi – 110038

7. Names of promoters, along with their respective ownership percentages: Ceigall India Limited (100%)

ENCLOSURES

The following information/documents are duly attached:

Incorporation

8. The following incorporation documents, as applicable:

a. Where the applicant is a company, the Memorandum and Articles of Association:

The Applicant is a company incorporated under the provisions of the Companies Act, 2013. The Certificate of Incorporation along with the Articles of Association and Memorandum of Association have been annexed herewith and marked as ANNEXURE – 1 (Colly.)

b. Where the applicant is a partnership, the deed of partnership:

NOT APPLICABLE

c. In any other case, applicable deed or charter or incorporation, if any:

NOT APPLICABLE

Technical Information

9. Management information (provided in respect of operations, projects, commercial, finance, regulatory, HR and IT functions):

Name	Designation/Position	Qualification	Area of Expertise	Experience
Mr. Ayyalusamy Saravanan	President	B.Tech - Mech	Civil & Constructions	30+ Yrs
Mr. Chandan Singh	Director- Technical	B.Tech - Mech	Project Management	15 Yrs

Mr. Puneet Sharma	Director-Commercial	B.E - Civil	Business Development	11 Yrs
Mr. Pawan Kumar	Director- Civil	B.E - Civil	Civil Construction	30+ yrs
Mr. Chitwon Wason	Exe. Director- BD	B.E - Civil + MBA	Business Development	25 yrs
Mr. Kapil Aggarwal	CFO	Chartered Accountant	Finance & Accounts	20 Yrs
Mr. Devesh Kumar	Dy. Manager - Planning	B. Tech- Electrical	Planning	15 yrs
Mr. Abhishek Aggarwal	AGM - Contracts	B.E Civil + LLB	Contracts	17 Yrs
Mr. Shikhar Srivastava	GM - HR	MBA	Human Resources	18 Yrs
Mr. Sneh Suman	AGM-IT	B.Sc. + MCA	Information Technology	25 Yrs

10. *Sufficient description adequately specifying the actual or proposed location of the system of electric lines and electrical plant by means of which the applicant intends to enable transmission of electricity, indicating which plant and lines are to be constructed and which are existing plant and lines, and the area to which the application relates.*

I. Location & Substation Details

- **Proposed Substation**: 400/220 kV Velgaon GIS Substation
- **Village**: Kukade, Taluka Palghar, District Palghar, Maharashtra
- **Coordinates**:
  - Corner-1: 19°47'41.07"N, 72°49'48.25"E
  - Corner-2: 19°47'47.95"N, 72°49'49.29"E

- Corner-3: 19°47'44.85"N, 72°49'59.78"E
- Corner-4: 19°47'38.91"N, 72°49'57.55"E

- **Land Area**: ~15 acres, private waste land, plain terrain, red soil.
- **Nearest Town**: Boisar (approx. 7.5 km away).
- **Connectivity**: Along SH-32 (Boisar Road), ~2 km from nearest 33/11 kV substation for construction power.

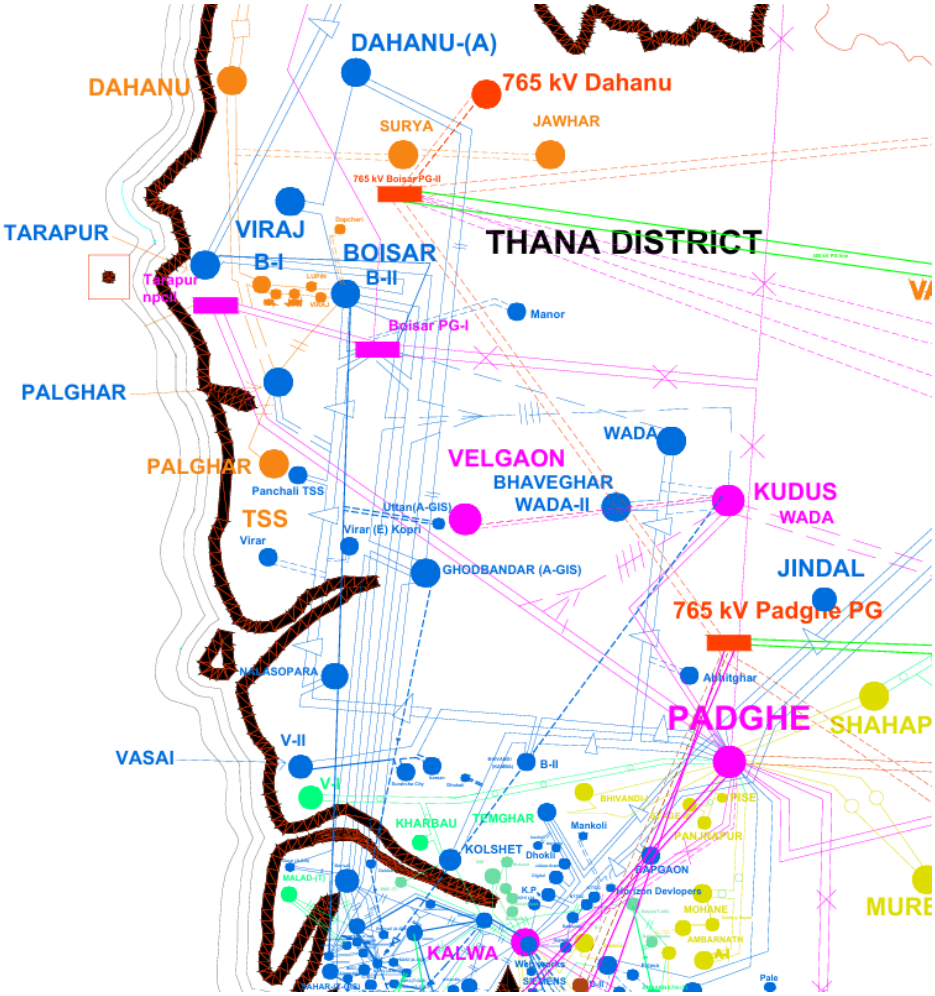
II. <u>400/220 kV Substation (to be constructed)</u>

- **Substation Equipment**:
  - 3 × 500 MVA, 400/220 kV ICT (Gas Insulated Switchgear).
- **Transmission Line Works (LILO – Loop In Loop Out)**:
  - **400 kV Tarapur–Kudus II D/c line** → 1 km LILO at Velgaon.
  - **220 kV Boisar–Borivali S/c line** → 3.65 km LILO (shared with other 220 kV connections).
  - **220 kV Dahanu–Ghodbunder D/c line** → LILO.
  - **220 kV Dahanu–Versova S/c line** → LILO.
  - **220 kV Boisar–Versova S/c line** → LILO.

III. <u>Existing vs Proposed Assets</u>

- **Existing Lines**:
  - Tarapur–Kudus II 400 kV D/c line.
  - Boisar–Borivali 220 kV S/c line.
  - Dahanu–Ghodbunder 220 kV D/c line.
  - Dahanu–Versova 220 kV S/c line.
  - Boisar–Versova 220 kV S/c line.

- **Proposed Construction**:
  - Velgaon GIS Substation (new)
  - LILO connections from the above existing transmission lines into Velgaon substation.
  - Associated bays, gantries, and interconnection facilities.



IV. Area of Application

- **Coverage**: Palghar district and adjoining transmission corridors.
- **Purpose**: Strengthening grid reliability, enabling power evacuation, and supporting industrial load growth in Boisar–Palghar region.
- **Environmental & Social Impact**:
  - ➢ No forest, wildlife sanctuary, or eco-sensitive zone involvement.
  - ➢ Land is private, non-tribal, waste land.
  - ➢ No displacement of families required.

11. *Detailed map or maps of the proposed area of transmission, on a scale of not less than 10 centimeters to a kilometer, or if no such maps are available, of not less than that of the largest scale of ordnance maps available, depicting the proposed intra-State transmission system of the applicant.*

Detailed maps of the proposed intra-State transmission system is enclosed herewith and marked as ANNEXURE – 2.

12. *List of the whole or any part of any cantonment, aerodrome, fortress, arsenal, dockyard or camp or any building or place in the occupation of the Government for defence purposes located within the proposed area of transmission.*

Based on the **Survey for the Velgaon Substation project**, there are **no defence-related establishments** within the proposed transmission area.

13. *List of streets or parts of streets which are repairable by a person other than the Central Government, State Government or local authority and of railways, tramways, canals and waterways for which the applicant has obtained authorization to undertake works.*

I. Streets

- **Repairable by entities other than Government/local authority → Nil**
- The proposed transmission routes and substation site are along **State Highway-32 (Boisar Road)**, which is maintained by the State Government.
- No private or non-government repairable streets are involved.

II. Railways / Tramways

- **Railway crossings → Nil**
- **Tramways → Nil**

- **Nearest Rail Head** → Boisar Railway Station (BG line), unloading facility available.
- No authorization required for railway works as no crossings are proposed.

III. <u>Canals / Waterways</u>

- **Canals/Nallah Diversion → Nil**
- **River Crossing** → One major crossing (Surya River) identified in the 400 kV Tarapur–Kudus II LILO route.
- No canals or navigable waterways requiring authorization are involved.

The proposed Velgaon Substation and associated transmission lines do not involve any streets repairable by private entities, nor any tramways, canals, or waterways requiring special authorization. Only one river crossing (Surya River) is identified, which will be managed under standard transmission construction practices.

<u>Financial Information</u>

14. *<u>Most recent three years of Accounting Statements together with Auditors' Reports, if any.</u>*

The Applicant has been incorporated on 29.03.2025 by the BPC, i.e., REC Power Development and Consultancy Limited (RECPDCL) as a project-specific Special Purpose Vehicle. Accordingly, the Applicant company has been operational for only 3 days in the FY 2024-25.

Further, Ceigall India Limited (*successful bidder*) has acquired the Applicant company on 09.01.2025. However, the relevant financial documents and the associated auditor's report have not been furnished to Ceigall India Limited by RECPDCL till date. Notably, Ceigall India Limited has been in constant communication with RECPDCL requesting them to share the appropriate documents. A copy of the email trail between Ceigall India Limited and RECPDCL is enclosed herewith and marked as <u>ANNEXURE – 3</u>.

Accordingly, we hereby undertake to submit the statements and reports as soon as the same are made available to us.

15. *Indicative investment plan and Network rollout plan for the next five years, detailing year-wise and area-wise rollout of the transmission system.*

Indicative Investment Plan and Network Rollout Plan:

- The scope of the Applicant is **limited to the establishment of the 400/220 kV Velgaon Substation (GIS)**.
- Accordingly, **no further transmission network rollout plan** beyond this substation is envisaged at this stage.
- The **indicative investment plan** for the said work is phased over two financial years, as detailed below:

Investment Phasing

Financial Year	**Investment (Rs. In Cr.)**	**% of Total Investment**	**Remarks**
FY 2026–27	296	80%	Major civil works, GIS equipment procurement, site development
FY 2027–28	74	20%	Balance works, testing, commissioning, and integration
Total	**370**	**100%**	Complete establishment of 400/220 kV Velgaon GIS Substation

The Applicant therefore submits that the investment plan is confined to the **establishment of the 400/220 kV Velgaon** substation project, with phased expenditure of **Rs. 296 Crore in FY 2026–27** and **Rs. 74 Crore in FY 2027–28**, aggregating to a total of **Rs. 370 Crore only**. No additional area-wise or year-wise transmission rollout is proposed within the next five years.

Other Enclosures Required

16. Copy of Receipt for the licence application processing fee.

I/We certify that the particulars submitted herewith are true, complete and correct, to the best of my/our knowledge and belief at the time of submission and does not contain any untrue statement of a material fact or omits to state a material fact necessary to make the statement/particulars contained herein not misleading.



Place: Delhi

Date: 11-02-2026

Sign:

Name: Chandan Singh

Designation: Director

Seal:

ANNEXURE - 1 (COLLY.)

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GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that VELGAON POWER TRANSMISSION LIMITED is incorporated on this TWENTY NINETH day of MARCH TWO THOUSAND TWENTY FIVE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U42202DL2025GOI445416**

The Permanent Account Number (PAN) of the company is **AAKCV9019M***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELV30094B***

Given under my hand at Manesar this TWENTY NINETH day of MARCH TWO THOUSAND TWENTY FIVE

Signature Not Verified
Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 2
Date: 2025.03.30 19:03:29 IST

Sai Landa

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

VELGAON POWER TRANSMISSION LIMITED

CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, Lodi Road, New Delhi, South Delhi- 110003, Delhi

*as issued by Income tax Department

Form No. INC-33

e-MOA (e-Memorandum of Association)
[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)]

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Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

*** Table applicable to company as notified under schedule I of the Companies Act, 2013**

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

VELGAON POWER TRANSMISSION LIMITED

2 The registered office of the company will be situated in the State of

Delhi

3 (a) The objects to be pursued by the company on its incorporation are:

1. To plan, promote and develop an integrated and efficient power transmission system network in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports, construction, operation and maintenance of transmission lines, sub-stations, load dispatch stations and communication facilities and appurtenant works, coordination of integrated operation of regional and national grid system, execution of turn-key jobs for other utilities/organizations and wheeling of power in accordance with the policies, guidelines and objectives laid down by the Central Government from time to time.
2. To study, investigate, collect information and data, review operation, plan, research, design and prepare Report, diagnose operational difficulties and weaknesses and advise on the

remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub-Stations.
3.To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission and distribution of power.
4.To plan, promote, develop, erect and maintain, operate and otherwise deal in Telecommunication networks and services in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports: to purchase, sell, import, export, assemble, manufacture, install, commission, maintain, operate commercially whether on own or along with other, on lease or otherwise. These networks and for such purposes to set up and/ or install all requisite communications facilities and other facilities including fibre optic links, digital microwave links, communication cables, other telecommunication means, telephone and other exchanges, co-axial stations, microwave stations, repeater stations, security system databases, billing systems, subscriber management systems and other communication systems whether consisting of sound, visual impulse, or otherwise, existing or that may be developed or invented in the future and to

	manufacture, purchase, sell, import, export, assemble, take or give on lease/rental/subscription basis or by similar means or otherwise deal in all components and other support and ancillary hardware and software systems, accessories, parts and equipments etc. used in or in connection with the operation of the above communication systems and networks including to deal with telecommunication operations or directly with the general public, commercial companies or otherwise.
(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are	1.To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad. 2.To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members. 3.To enter into any agreement, contract or any arrangement for the implementation of the power generation, evacuation, transmission and distribution system and network with Power/ Transmission Utilities, State Electricity Boards, Vidhyut Boards, Transmission

Companies, Generation Companies,
Licensees, Statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.
4.To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other
organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through Letter of Credits/ESCROW and other security documents.
5.To coordinate with the Central Transmission Utility of electricity generated by it under the relevant provisions of Electricity Act 2003 and any amendments thereto.
6.Subject to provisions of Sections 73, 74, 179, 180 & 186 and other applicable provisions of the Companies Act, 2013 and rules made thereunder and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/ aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the

Company may deem fit and
To repay, redeem or pay off any such securities or charges.
7.To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or to deal with the same.
8.To own, possess, acquire by purchase, lease or otherwise rights, title and interests in and to, exchange or hire real estate, equipment, Transmission lines, lands, buildings, apartments, plants, equipment, machinery, fuel blocks and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, reorganize,
manage, lease, sell, exchange or otherwise dispose of the whole or any part thereof.
9.Subject to applicable provisions of Companies Act, 2013, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any Government authority, Corporation or body or by any company or body of persons and any option or right in respect thereof.
10.To create any depreciation fund, reserve fund, sinking fund, insurance fund, gratuity, provident fund or any other fund, for depreciation or for repairing, improving extendingor

maintaining any of the properties of the Company or for any other purposes whatsoever conducive to the interests of the Company.
11.To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is entitled to carry on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.
12.To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.
13.To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.
14.To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide their activities.
15(a).To negotiate and enter into agreements and contracts with domestic and foreign companies,

persons or other organizations, banks and financial institutions, in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.
15(b). To negotiate and enter into
agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.
16.Upon and for the purpose of any issue of shares, debentures or any other securities of the Company, to enter into agreement with intermediaries including brokers, managers of issue/commission agents and underwriters and to provide for the remuneration of such persons for their services by way of payment in cash or issue of shares, debentures or other securities of the Company or by granting options to take the same or in any other manner as permissible under the law.
17.To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.
18.To make arrangements for training of all categories of employees and to employ or otherwise engage experts, advisors, consultants etc. in the interest of achieving the Company's objects.
19.To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.
20.To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by
the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the

purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

21.To ensure any rights, properties, undertakings, contracts, guarantees or obligations or profits of the Company of every nature and kind in any manner with any person, firm, association, institution or company.

22.To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.

23.To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made
in any such arbitration.

24.To pay
out of the funds of the Company all costs, charges, expenses and preliminary and

incidental to the promotion, formation, establishment and registration of the Company or other expenses incurred in this regard.
25.Subject to provisions of Sections 181, 182 & 183 of Companies Act, 2013 to contribute money or otherwise assist to charitable, benevolent, religious, scientific national, defense, public or other institutions or objects or purposes.
26.To open an account or accounts with any individual, firm or company or with any bank bankers or shroofs and to pay into and withdraw money from such account or accounts.
27.To accept gifts, bequests, devises and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.
28.To carry out all or any of the objects of the company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and either alone or in conjunction with others.
29.To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.
30.To aid peculiarly or otherwise, any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or trouble or

the promotion of industry or trade.
31.Subject to the provisions of Companies Act, 2013 or any amendment or re-enactment thereof in the event of winding up to distribute among the members in specie any property of the Company or any proceeds of sale on disposal of any property in accordance with the provisions of the Act.
32.To do all such other things as may be deemed incidental or conducive to the attainment of the above Objects or any of them and to carry on any business which may seem to the Company capable of being conveniently carried in connection with any of the Company's Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
33.To establish, provide, maintain and conduct or otherwise subsidies research laboratories and experimental workshops for scientific, technical or researches, experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process, improve and invent new products and their techniques of manufacture and to promote, encourage, reward in every manner studies and research, scientific and technical investigations and inventions of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economies, import substitution or any business which the Company is authorized to carry on.
34.Subject to provisions of the Companies Act, 2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for

sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in cooperation with the business of the Company or to benefit the Company or to the activities for which the Company has been established.
35.To apply for purchase, or otherwise acquire any trade marks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.
36.To sell, dispose or hive off an undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company.
37.To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or otherwise deal with any rights or property of the Company.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * [ ] rupees.

(iii) The share capital of the company is [500000] rupees, divided into

50000	Equity Share	Shares of	10	Rupees each	

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☑ We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

☐ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	JASPAL SINGH KUSHWAHAS/O MITHAI LAL KUSHWAHA NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O C-64/FIRST FLOOR, JVTS GARDEN CHATTARPUR EXTENSION South West Delhi 110074 OCCUPATION-SERVICE	1*3*2*3*	1 Equity,0 Preference		21/03/2025
2	MUKUL AGARWAL S/O SHRI RAJESH KUMAR NOMINEEOF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O HOUSE NO. 767,SECOND FLOOR, ANSAL C-2BLOCK, NEAR WATER TANKANSAL PLAZA SECTOR-3 PALAM VIHAR, GURGAON- 1 22017, HARYANA OCCUPATION-SERVICE	1*3*2*8*	1 Equity,0 Preference		21/03/2025
3	REC POWER DEVELOPMENT AND CONSULTANCY LIMITED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI-110003, THROUGH ITS CEO THANGARAJAN SUBASH CHANDIRA BOSH S/O SITHAN THANGARAJAN R/O APARTMENT NO S-2, MIDDLE PORTION 2-B, JANGPURA, MATHURA ROAD, NEWDELHI-110014, OCCUPATION-SERVICE	0*7*2*1*	49994 Equity,0 Preferenc		21/03/2025
4	NAVITA DUBAL D/O PHOOL SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O FLAT NO. 307, GAUR GANGA-1 APARTMENT, SECTOR-4, BEHIND VAISHALI METRO STATION, VAISHALI GHAZIABAD UTTAR PRADESH- 201010 OCCUPATION-SERVICE	A*N*D*9*2*	1 Equity,0 Preference		21/03/2025
5	ARVIND KUMAR S/O NANDKISHOR SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O T4-8A, SAI VATIKA APARTMENT, SECTOR-63, FARIDABAD - 121004, OCCUPATION-SERVICE	1*3*2*3*	1 Equity,0 Preference		21/03/2025
6	CHILAKAMARRI VENKATA LAKSHAMANA CHARYULU S/O SHRIMANNARAYAN CHARYULU CHILKAMARRI NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O PLOT NO.1, NORTHSTAR AIRPORT BOULEVARD, TUKKAGUDA, MAHESHRAM MANDAL, RANGAREDDY DISTRICT, ANDRA PRADESH-501359, OCCUPATION-SERVICE	1*7*2*3*	1 Equity,0 Preference		21/03/2025

7	ANIL KUMAR PERALA S/O VENKATESHAM NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O A302 TARIKA APPARTMENT, SECTOR-43 GURGAON HARYANA-122001 OCCUPATION-SERVICE	B*V*P*1*2*	1 Equity,0 Preference	Perala Anil Kumar	21/03/2025
Total shares taken			50000 Equity,0 Preference		

Signed before me

Membership type of the witness ***(ACA/FCA/ACS/FCS/ACMA/FCMA)***	***Name of the witness**	***Address, Description and Occupation**	**DIN / PAN / Passport number / Membership number**	**DSC**	**Dated**
FCA	VINAY KUMAR	A-805, NX BYTET-3, NX ONE, TECH ZONE - IV, GREATER NOIDA WEST -201318	4*2*9*	Vinay Kumar Digitally signed by Vinay Kumar Date: 2025.03.22 10:44:24 +05'30'	21/03/2025

7 Shri / Smt _____ _____ Of _____ resident of _____ aged _____ years shall be the nominee in the event of death of the sole member.

For office use only:

eForm Service request number(SRN)	AB3038425
eForm filing date(DD/MM/YYYY)	29/03/2025
Name of the authorizing officer	Sai Landa
This e-Form is hereby approved	Signature Not Verified Digitally signed by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 2 Date: 2025.03.30 03:18:04 IST
This e-Form is hereby rejected	
Date of Signing (DD/MM/YYYY)	30/03/2025

Form No. INC-34

e-AOA (e-Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]

सत्यमेव जयते

Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)*

F

Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to

(F – a company limited by shares
G– a company limited by guarantee and having a share capital
H – a company limited by guarantee and not having share capital)

F - A COMPANY LIMITED BY SHARES

The name of the company is

VELGAON POWER TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☑	I	• (1) In these regulations- (a) the Act means the Companies Act2013 (b) the seal means the common seal of the company. (2)Unless the context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.(3)Public company means a company which- (a) is not a private company(b) has a minimum paid-up share capital as maybe prescribed Provided that a company which is a subsidiary of a company not being a private company shall be deemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company inits articles.
			Share Capital and Variation of rights
☐	☐	II 1	• Subject to the provisions of the Act and these Articles the shares in the capital of the company shall be under the control of the Directors who may issue allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
☐	☐	2	• Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificateseach for one or more of his sharesupon payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held

		jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
☐ ☐	3	• If any share certificate be worn out defaced mutilated or torn or if there be no further space on the back for endorsement of transfer then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. The provisions of Articles(2) and(3) shall mutatis mutandis apply to debentures of the company.
☐ ☐	4	• Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
☐ ☐	5	• The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
☐ ☐	6	• If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
☐ ☐	7	• The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
☐ ☐		• Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution

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			be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
			Lien
☐	☐	9	• The company shall have a first and paramount lienon every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the companyProvided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The companys lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
☐	☐	10	• The company may sell in such manner as the Board thinks fit any shares on which the company has a lienProvided that no sale shall be madea unless a sum in respect of which the lien exists is presently payable or b until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
☐	☐	11	• To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
☐	☐	12	• The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale.
			Calls on shares
☐	☐	13	• The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed timesProvided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.

☐	☐	14	• A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
☐	☐	15	• The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
☐	☐	16	• If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.
☐	☐	17	• Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
☐	☐	18	• The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him andb. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.
			Transfer of shares
☐	☐	19	• The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
☐	☐	20	• The Board may subject to the right of appeal conferred by section 58 decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or any transfer of shares on which the company has a lien.
☐	☐	21	• The Board may decline to recognise any instrument of transfer unlessa. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56b. the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer andc. the instrument of transfer is in respect of only one class of shares.
☐	☐		• On giving not less than seven days previous notice in accordance with section 91 and rules made thereunder the registration of transfers may be suspended at such

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		times and for such periods as the Board may from time to time determineProvided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
		Transmission of shares
☐ ☐	23	• On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
☐ ☐	24	• Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency.
☐ ☐	25	• If the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
☐ ☐	26	• A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.
☑ ☐		• In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the

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			Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company.
			Forfeiture of shares
☐	☐	28	• If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.
☐	☐	29	• The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited.
☐	☐	30	• If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect.
☐	☐	31	• A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.
☐	☐	32	• A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
☐	☐	33	• A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share The company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.
☐	☐		• The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by

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			the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.
			Alteration of capital
☐	☐	35	• The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution.
☐	☐	36	• Subject to the provisions of section 61 the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.
☐	☐	37	• Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the companyand other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively.
☐	☐	38	• The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law it share capital any capital redemption reserve account or any share premium account.
			Capitalisation of profits
☐	☐		• The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the companys reserve accounts or to the credit of the profit and loss accountor otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to

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			the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
☐	☐	40	• Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do all acts and things required to give effect thereto. The Board shall have power to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares Any agreement made under such authority shall be effective and binding on such members
			Buy-back of shares
☐	☐	41	• Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specified securities.
			General meetings
☐	☐	42	• All general meetings other than annual general meeting shall be called extraordinary general meeting.
☐	☐	43	• The Board may whenever it thinks fit call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India any director or any two members of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board.
			Proceedings at general meetings
☐	☐	44	• No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103.

☐	☐	45	• The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company.
☐	☐	46	• If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting the directors present shall elect one of their members to be Chairperson of the meeting.
☐	☐	47	• If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their members to be Chairperson of the meeting.
☑	☐	48	• In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.
			Adjournment of meeting
☐	☐	49	• The Chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in section 103 of the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			Voting rights
☐	☐	50	• Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
☐	☐	51	• A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
☐	☐	52	• In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders.For this purpose seniority shall be determined by the order in which the names stand in the register of members.
☐	☐	53	• A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy.

☐	☐	54	• Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll.
☐	☐	55	• No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
☐	☐	56	• No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.
			Proxy
☐	☐	57	• The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
☐	☐	58	• An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
☐	☐	59	• A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is givenProvided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
☐	☑		• The day to day management of the business of the Company Shall be vested with the Board of Directors of the Company or Such persons as may be authorized by the Board from time to time The Board may exercise all such powers of the Company and do all such acts deeds and things as are not prohibited by the Act or any other law for the time being in force or by the Memorandum of Association of a Company and without prejudice to the foregoing shall be responsible for all policy matters and the supervision direction and control of the conduct of the business affairs and operations of the Company The first Directors of the Company shall be 1. MUKUL AGARWAL 2. ARUN KUMAR CHATURVEDI 3. JASPAL SINGH KUSHWAHA ii at every annual general meeting One third of such of the directors for the time being as are liable to retire by rotation or if their number is neither three nor a multiple of Three then the number nearest to one third shall retire from Office The directors to retire by rotation at every annual general Meeting shall be those who have been longest in office since their Last

		60	appointment but as between persons who became directors on the same day those who are to retire shall in default of and subject to any subject to any agreement among themselves be date remined by loti at annual general meeting at which a director retires as afore said the company may fill up the vacancy by appointing their tiring director or some other person there to The Board of Directors of the Company shall consist of not less than but not more than Directors The appointment of Directors including the Chairman Managing Director Whole Time Director Part time Director shall be done in the General Meetings in accordance with the provisions of the Companies Act and Rules made there under and shall be eligible for appointment However till the Company is a Government Company REC Power Development and Consultancy Limited RECPDCL the holding company shall have the full powers to recommend nominate the name of any Directors to be appointed on the Board of the Company Further RECPDCL shall also have the power to remove any director from office at any time in its absolute discretion RECPDCL shall also have the right to fill any vacancies in the office of director caused by removal resignation death or otherwise Subject to provisions of the Act the Company may bypassing their solution in General Meeting increased crease the maximum number of Directors and may alter their qualification Further the Company may subject to the provisions of the Act remove any Director before the expiration of his period of office and appoint another person in place of him The Board may appoint any person to act as alternate director for a Director during the later s absence for a period of not less than three months from India and such appointment shall have effect and such appointee whilst he holds office as an alternate director shall be entitled to notice of meeting of the Board and to attend and vote there at accordingly but he shall not require any qualification and shall ipso facto vacate office if and when the absent Director returns to India Casual vacancies among Directors may be filled by the Board of Directors at their meeting and any person so appointed shall hold the office as per the provision of section of the Act Subject to the provisions of Section and other applicable provisions if any of the Act the Board shall have power at any time and from time to time to appoint a person as an Additional Director but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles The Additional Director so appointed shall retire from Office at next annual General Meeting but shall be eligible for election by the company at that meeting as a Director
☐	☐	61	• The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company.
☐	☐	62	• The Board may pay all expenses incurred in getting up and registering the company.

☐	☐	63	• The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
☐	☐	64	• All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine
☐	☐	65	• Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
☐	☐	66	• Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
			Proceedings of the Board
☐	☐	67	• The Board of Directors may meet for the conduct of business adjourn and otherwise regulate its meetings as it thinks fit. A director may and the manager or secretary on the requisition of a director shall at any time summon a meeting of the Board.
☐	☐	68	• Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote.
☐	☐	69	• The continuing directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose.
☐	☐	70	• The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.
☐	☐	71	• The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.

☐	☐	72	• A committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the memberspresent may choose one of their members to be Chairperson of the meeting.
☐	☐	73	• A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairperson shall have a second or casting vote.
☐	☐	74	• All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
☐	☐	75	• Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a meeting of the Board or committee shall be valid and effective as if it had been passed at a meeting of the Board or committee duly convened and held.
☑	☐	76	• In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☐	77	• Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer
☐	☐	78	• A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.
			The Seal
☐	☐		• The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in

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			that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			Dividends and Reserve
☐	☐	80	• The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.
☐	☐	81	• Subject to the provisions of section 123 the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
☐	☐	82	• The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve
☐	☐	83	• Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
☐	☐	84	• The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
☐	☐	85	• Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

☐	☐	86	• Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share.
☐	☐	87	• Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
☐	☐	88	• No dividend shall bear interest against the company.
			Accounts
☐	☐	89	• The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
			Winding up
☐	☐	90	• Subject to the provisions of Chapter XX of the Act and rules made thereunder If the company shall be wound up the liquidator may with the sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the company whether they shall consist of property of the same kind or not. For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
			Indemnity
☐	☐	91	• Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
			Others
☐	☐	92	•

Subscriber Details

S. No.	Subscriber Details				
	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	***Place**	**DSC**	**Dated**
1	REC POWER DEVELOPMENT AND CONSULTANCY LIMI	0*7*2*1*	NEW DELHI	Thangarajan Subash Chandira Bosh	21/03/2025

	TED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI- 110003, THROUGH ITS CEO THANGARAJAN SUBASH CHANDIRA BOSH S/O SITHAN THANGARAJAN R/O APARTMENT NO S-2, MIDDLE PORTION 2-B, JANGPURA, MATHURA ROAD, NEWDELHI-110014, OCCUPATION-SERVICE				
2	NAVITA DUBAL D/O PHOOL SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O FLAT NO. 307, GAUR GANGA-1 APARTMENT, SECTOR-4, BEHIND VAISHALI METRO STATION, VAISHALI GHAZIABAD UTTAR PRADESH- 201010 OCCUPATION-SERVICE	A*N*D*9*2*	NEW DELHI	Navita Dubal	21/03/2025
3	ARVIND KUMAR S/O NAND KISHOR SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O T4-8A, SAI VATIKA APARTMENT, SECTOR-63, FARIDABAD - 121004, OCCUPATION-SERVICE	1*3*2*3*	NEW DELHI	ARVIND KUMAR	21/03/2025
4	CHILAKAMARRI VENKATA LAKSHAMANA CHARYULU S/O SHRIMANNARAYAN CHARYULU CHILKAMARRI NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O PLOT NO. 1, NORTHSTAR AIRPORT BOULEVARD, TUKKAGUDA, MAHESHRAM MANDAL, RANGAREDDY DISTRICT, ANDRAPRADESH-501359, OCCUPATION-SERVICE	1*7*2*3*	NEW DELHI	CHILAKAMARRI VENKATA LAKSHMANA CHARYULU	21/03/2025
5	ANIL KUMAR PERALA S/O VENKATESHAM NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O A302 TARIKA APPARTMENT, SECTOR-43 GURGAON HARYANA-122001 OCCUPATION-SERVICE	B*V*P*1*2*	NEW DELHI	Perala Anil Kumar	21/03/2025
6	JASPAL SINGH KUSHWAHA S/O MITHAI LAL KUSHWAHA NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O C-64/FIRST FLOOR, JVTS GARDEN CHATTARPUR EXTENSION South West Delhi 110074 OCCUPATION-SERVICE	1*3*2*3*	NEW DELHI	Jaspal Singh Kushwaha	21/03/2025
7	MUKUL AGARWAL S/O SHRI RAJESH KUMAR NOMINEE	1*3*2*8*	NEW DELHI	MUKUL AGARWAL	21/03/2025

	OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O HOUSE NO. 767, SECOND FLOOR, ANSAL C-2 BLOCK, NEAR WATER TANK ANSAL PLAZA SECTOR-3 PALAM VIHAR, GURGAON- 122017, HARYANA OCCUPATION-SERVICE				

Signed before me						
Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**	***Place**	**DSC**	**Dated**
FCA	VINAY KUMAR	A-805, NX BYTE T-3, NX ONE, TECH ZONE - IV, GREATER NOIDA WEST -201318	4*2*9*	NEW DELHI	Vinay Kumar Digitally signed by Vinay Kumar Date: 2025.03.22 10:43:30 +05'30'	21/03/2025

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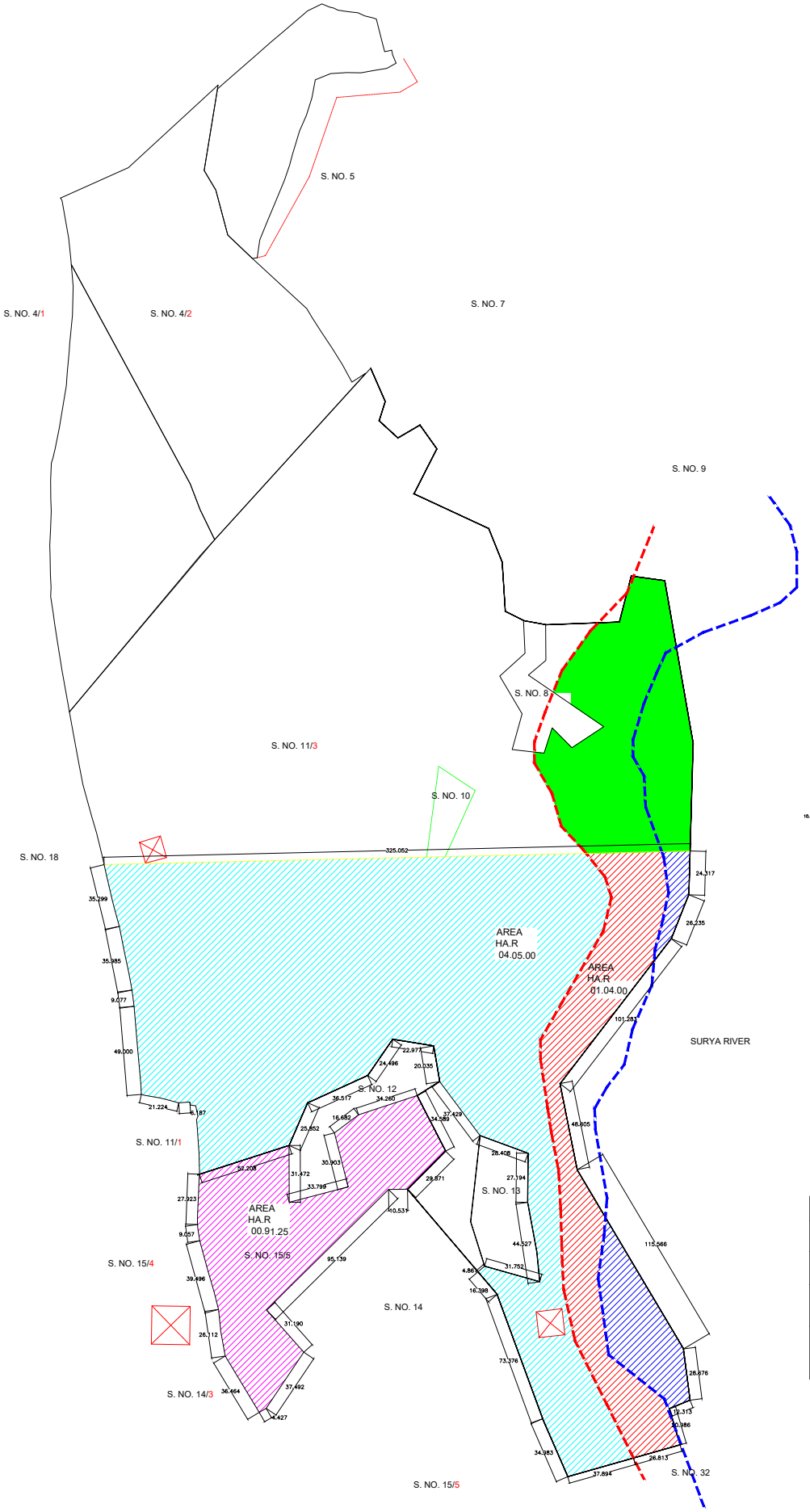
eForm Service request number(SRN)	AB3038425
eForm filing date(DD/MM/YYYY)	29/03/2025
Name of the authorizing officer	Sai Landa
This e-Form is hereby approved	Signature Not Verified Digitally signed by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 2 Date: 2025.03.30 08:45:30 IST
This e-Form is hereby rejected	
Date of Signing (DD/MM/YYYY)	30/03/2025

ANNEXURE - 2

743

VILLAGE .- KUKDE

TAL- DIST. - PALGHAR



	Type of Boundaries
———	1. The boundary of the survey number shall be as per the revenue records.
·····	2. The boundary of the subdivision number shall be as per the revenue records.
	3. Blue line {25years flood}
	4. Red line {100 years flood}

ALL DIMENSION IN METER

skola 1 : 1000

Ceigall
PURSUIT WITH EXCELLENCE

ANNEXURE - 3

744

Devesh kumar <t-d@ceigall.com>

Fwd: RECPDCL: Letter of Intent (LoI) for "Establishment of 400/220 kV Velgaon Substation (GIS)"

1 message

Chief Finance Officer <cfo@ceigall.com> Wed, Feb 11, 2026 at 10:57 A
To: Devesh kumar <t-d@ceigall.com>

Thanks & Regards,

Kapil Aggarwal
CFO

Phone: +011-43503666, M:+91-9873673800
Email: kapil@ceigall.com
WebSite: www.ceigall.com

---------- Forwarded message ---------
From: **Chief Finance Officer** <cfo@ceigall.com>
Date: Mon, Feb 9, 2026 at 2:38 PM
Subject: Re: RECPDCL: Letter of Intent (LoI) for "Establishment of 400/220 kV Velgaon Substation (GIS)"
To: RECPDCL Fin Department <fin.delhi@recpdcl.in>
Cc: Ceigall Tendering <Tenders@ceigall.com>, TBCB Projects <tbcb@recpdcl.in>, Chitwon Wason <bd@ceigall.com>, Puneet Sharma (Project Coordinator) <pc@ceigall.com>, Megha Kainth <cs@ceigall.com>, Peeyush Sharma <cestu@mahatransco.in>, rsonkar <rsonkar@recindia.com>, Vijay Kulkarni <vijay.kulkarni@recpdcl.in>, Sumit Mehra <sumitmehra@recpdcl.in>, Anil Kumar Perala <anilkperala@recpdcl.in>, Ritu Madan Arora <rituarora@recindia.com>, CS Division RECPDCL <cs@recpdcl.in>, Ritam Biswas <ritam.biswas@recpdcl.in>, BALTHU PAVAN KUMAR <balthupavan@recindia.com>

Deal All

Pls update on priority. This is impacting the start of the project

Thanks & Regards,

Kapil Aggarwal
CFO

Phone: +011-43503666, M:+91-9873673800
Email: kapil@ceigall.com
WebSite: www.ceigall.com

On Tue, Feb 3, 2026 at 11:53 AM RECPDCL Fin Department <fin.delhi@recpdcl.in> wrote:

> Dear Sir,
>
> With reference to trailing mail, it is informed that we have been in touch with the Statutory Auditor appointed by CAG to audit the cut off date balance sheet of Velgaon Power Transmission Limited. Auditors have a busy schedule & assure that they will visit the office this week for audit of Velgaon Power Transmission Limited.

On Tue, Feb 3, 2026 at 11:18 AM Chief Finance Officer <cfo@ceigall.com> wrote:

> Dear All
>
> Kindly update on priority . We have already initiated the process of acquisition of land and payment has to release payment against the same. Moreover the new auditor has to be appointed with 30 days of acquition. so kindly share the required details on priority
>
> Thanks & Regards,
>
> Kapil Aggarwal
> CFO
>
> Phone: +011-43503666, M:+91-9873673800
> Email: kapil@ceigall.com
> WebSite: www.ceigall.com

On Wed, Jan 28, 2026 at 10:27 AM Chief Finance Officer <cfo@ceigall.com> wrote:

> Dear Anil Ji
>
> Request you to please share the Audited Balance Sheet of Velgaon Power transmission limited as on the date of transfer together with the audit report . Also share the resignation of the auditor .
>
> We have to start this project and waiting for these documents to get the debt sanctioned from the bank
>
> Thanks & Regards,
>
> Kapil Aggarwal
> CFO
>
> Phone: +011-43503666, M:+91-9873673800
> Email: kapil@ceigall.com
> WebSite: www.ceigall.com

On Fri, Jan 9, 2026 at 3:45 PM Ceigall Tendering <Tenders@ceigall.com> wrote:

> Dear Team,
>
> Please find the attached letter regarding submission of PBG of Rs. 9.35 Cr of Velgaon Project as per below details:

EXHIBIT - N

Public Notice

Velgaon Power Transmission Limited
Registered Office: Plot No. IN-KHNO 414, 415, 416, 417, 418, MIN
Ground Floor, New Delhi – 110038
CIN-U42202DL2025GOI445416

Inviting Suggestions/Objections on Velgaon Power Transmission Limited's Application for Grant of Transmission Licence

1. The Velgaon Power Transmission Limited has filed an Application for grant of Transmission Licence before the Maharashtra Electricity Regulatory Commission under the provisions of Section 14 and 15 of the Electricity Act, 2003 and the MERC (Transmission Licence Conditions) Regulations, 2004. The Hon'ble Commission has admitted the Application on _____ and directed Velgaon Power Transmission Limited to publish a Public Notice under Section 15(2) of the Electricity Act, 2003.

2. Velgaon Power Transmission Limited has been incorporated as a Special Purpose Vehicle for establishment of an Intra-State Transmission System for Network Expansion Scheme in Maharashtra to create additional source point to Mumbai and address loading constraints of 400 / 220 kV Boisar (PG) ICTs in case of unavailability of embedded generation of Mumbai. The Project shall enhance power transmission capacity and improve reliability of the transmission infrastructure in Mumbai Metropolitan Region. The Project has been awarded through Tariff Based Competitive Bidding process conducted by REC Power Development and Consultancy Limited, notified as the Bid Process Coordinator by the Government of Maharashtra.

3. The Project consists of construction of 3x500 MVA, 400 / 220 kV ICT Velgaon S/s (GIS) along with associated bays and lines, 400 kV LILO on Tarapur-Kudus II D/C line at Velgaon GIS, 220 kV LILO on Dahanu-Ghodbunder D/C line at Velgaon GIS, 220 kV LILO on Boisar-Borivali S/C line at Velgaon GIS, 220 kV LILO on Dahanu-

Versova S/C line at Velgaon GIS and 220 kV LILO on Boisar-Versova S/C line at Velgaon GIS. The Applicant has been acquired by the successful bidder pursuant to the bidding process and is required to obtain Transmission Licence for establishment, operation and maintenance of the said Intra-State Transmission System in the State of Maharashtra. Accordingly, Velgaon Power Transmission Limited has applied for grant of Transmission Licence.

4. The Hon'ble Commission has directed Velgaon Power Transmission Limited to invite Suggestions/Objections from the Public on its Application for grant of Transmission Licence through this Notice. The Contact details of the nodal person from whom a copy of the Application may be obtained for inspection or purchase is as under:

a. **Name**: Mr. Chandan Singh
b. **Address from which to obtain the Application copy for inspection or purchase**: Plot No. IN-KHNO 414, 415, 416, 417, 418, MIN Ground Floor, New Delhi – 110038.
c. **Timing for inspection or purchase:** During working days between 10:00 hrs to 17:00 hrs
d. Detailed Application Documents (in English) along with CD on payment of ₹100/- in cash or by DD/Cheque drawn on "Velgaon Power Transmission Limited" payable at Mumbai.
e. **Website address from where the copy of Application may be downloaded free of cost:** **www.ceigall.com**

5. In response to the Public Notice published, every person who intends to file suggestions/objections can submit the same in English or Marathi language in writing by uploading it through 'E-Public Consultation' Tab on MERC website (www.merc.gov.in/e-public-consultation). In case of any difficulty in accessing this feature, concerned stakeholders can contact the MERC Office on Mobile No.: 8928071522 or on Email ID: suggestions@merc.gov.in between 10:00 AM to 05:00 PM on all working days.

6. A person who has uploaded suggestions and objections on 'E-Public Consultation' tab need not file any hard copy of its submission. Person who does not have access to electronic media can file their suggestion and objection in a hard copy addressed to '**Secretary'**, **Maharashtra Electricity Regulatory Commission (MERC), 13th Floor, Centre No. 1, World Trade Centre, Cuffe Parade, Mumbai-400005** along with proof of service on **Mr. Chandan Singh, Plot No. IN-KHNO 414, 415, 416, 417, 418, MIN Ground Floor, New Delhi – 110038, Email: velgaon@ceigall.com / t-d@ceigall.com** and should carry the full name, postal address and Email address, if any, of the sender. Suggestions and/or objections received after _____ on _____ shall not be considered. Suggestions/Objections filed through any other mode shall not be considered.

7. Velgaon Power Transmission Limited shall reply to each of the objections/ comments received within three days of the receipt of the same but not later than _____ for all the objections/comments received till _____.

Place: _____
Date: _____

sd/-
Mr. Chandan Singh,
Director

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:

Application under Sections 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Regulation 4 of the MERC (Transmission License Conditions) Regulations, 2004 for grant of transmission license for establishment of intra-State transmission system comprising of 400/220 kV Velgaon Substation (GIS) on a build, own, operate and transfer (BOOT) basis, and to provide transmission service, developed through Tariff-Based Competitive Bidding (TBCB) process

AND IN THE MATTER OF:

Velgaon Power Transmission Limited ... Petitioner/Applicant

Versus

Maharashtra State Electricity Distribution Company Limited & Ors.

... Respondents

MEMO OF AUTHORISATION

I, Chandan Singh, on behalf of Velgaon Power Transmission Limited, the Petitioner / Applicant, do hereby nominate, appoint and constitute Mr. Tabrez Malawat, Mr. Syed Hamza, Mr. Sourajit Sarkar, Ms. Rupali Jain (The Guild, Advocates and Associate Counsel), to act, plead and appear on my/our behalf in the aforesaid matter.

IN WITNESS WHEREOF have set and subscribed my hands to this writing on this 11th day of February 2026.

Place: New Delhi
Signature: 11.02.2026

Address for Correspondence:

THE GUILD-ADVOCATES & ASSOCIATE COUNSEL
C-586, LOWER GROUND FLOOR,
DEFENCE COLONY
NEW DELHI- 110024
EMAIL: tabrez.malawat@theguild.com
M: 9643243451

Petitioner / Applicant

Velgaon Power Transmission Limited

ACCEPT

VAKALATNAMA

BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION AT MUMBAI

Filing No. _____

Case No. _____

IN THE MATTER OF:

Velgaon Power Transmission Limited ... Petitioner / Applicant

Versus

Maharashtra State Electricity Distribution Co. Ltd. & Ors.

... Respondents

I, Chandan Singh, authorized representative of Velgaon Power Transmission Limited, i.e., the Petitioner / Applicant in the above-mentioned matter do hereby appoint and retain Shri Tabrez Malawat, Shri Sourajit Sarkar, Shri Syed Hamza and Smt. Rupali Jain (**The Guild – Advocates & Associate Counsel**) to appear, plead and act for me / us in the abovementioned Application and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me / us in the said proceeding and also to appear in all petitions, applications for review before the Maharashtra Electricity Regulatory Commission.

Place: New Delhi
Date: 11.02.2026

Signature of the Party

"Accepted"

Velgaon Power Transmission Limited

Advocates for the Applicant

TABREZ MALAWAT / SOURAJIT SARKAR
SYED HAMZA / RUPALI JAIN
The Guild – Advocates & Associate Counsel
C-586, Lower Ground Floor, Defence Colony,
New Delhi – 110024
Phone - +91 9643243451
Email: tabrez.malawat@theguild.co.in

TABREZ MALAWAT || [D/3583-C/2013] SYED HAMZA || [JK/163/2015] SOURAJIT SARKAR || [D/4627/2022] RUPALI JAIN [D/3123/2020]

ADVOCATES' WELFARE FUND STAMP ₹25 2510948 DELHI TWENTYFIVE RUPEES

VELGAON POWER TRANSMISSION LIMITED

Regd. Office: - Plot No. IN-KHNO-414, 415, 416, 417, 418 (Min), Ground Floor,
Village Rajokari, Delhi – 110038
CIN: U42202DL2025GOI445416 | Email: velgaon@ceigall.com

COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF VELGAON POWER TRANSMISSION LIMITED HELD ON 09TH JANUARY 2026 AT CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI – 110003

APPROVAL FOR APPLICATION SEEKING GRANT OF TRANSMISSION LICENSE AND PETITION SEEKING ADOPTION OF TRANSMISSION CHARGES FROM MAHARASHTRA ELECTRICITY REGULATORY COMMISSION (MERC)

"**RESOLVED THAT** pursuant to the provisions of the Electricity Act, 2003 and the applicable regulations of the Hon'ble MERC, the Board of Directors approves the act and action of initiating and undertaking the process for application seeking grant of transmission license and petition seeking adoption of transmission tariff from the Hon'ble MERC, enabling the Company to legally undertake the activities as a transmission licensee.

RESOLVED FURTHER THAT Mr. Chandan Singh, Mr. Puneet Sharma and Mr. Pawan Kumar, Directors of the Company, be and are hereby severally authorized and entitled to finalize and submit the application / petition, execute and sign necessary documents, appoint advocates, consult any other professional for the said purpose, to be administrator of the profile of the Company on the MERC e-filing portal and access the same for filing and uploading of pleadings / documents on behalf of the Company and do all such acts, deeds and things as may be required to secure the license and comply with regulatory requirements.

RESOLVED FURTHER THAT the copy(ies) of this resolution, certified to be true by any of the Directors of the Company, be furnished to the concerned authority / authorities for being acted upon."

Certified True Copy
For VELGAON POWER TRANSMISSION LIMITED

Velgaon Power Transmission Limited

CHANDAN SINGH
Director
DIN: 10901481