BEFORE THE MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BHOPAL

CASE NO. _____ OF 2025

IN THE MATTER OF:

Application under Section 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulations, 2004, with respect to Grant of Transmission License to Mahan Transmission Limited

AND IN THE MATTER OF:

Mahan Transmission Limited
(A 100% wholly owned subsidiary of AESL)
C/o Adani Energy Solutions Limited,
C - 105, Anand Niketan,
New Delhi – 110021

.... APPLICANT

VERSUS

Chief General Manager (Commercial)
M.P. Power Management Company Limited
Block No. 11, Shakti Bhawan Road,
MPSEB Colony, Rampur, Jabalpur,
Madhya Pradesh – 482008
And Others

.... RESPONDENTS

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Mahan Transmission Limited

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Wahan Transmission Limited

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Wahan Transmission Limited

Place: Ahmedabad

Date: 28.03.2025

Applicant

BEFORE THE MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BHOPAL

CASE NO. _____ OF 2025

IN THE MATTER OF:

Mahan Transmission Limited

.... APPLICANT

VERSUS

Chief General Manager (Commercial)

M.P. Power Management Company Limited & Ors.

.... RESPONDENTS

To

The Secretary

Madhya Pradesh Electricity Regulatory Commission

Bhopal

Sir,

The application filed under Section 14, 15, 86 (1)(d) of the Electricity Act, 2003 read with Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulations, 2004 with respect to Grant of Transmission License to Mahan Transmission Limited, may please be registered. The original and six copies along with the application are enclosed.

Mahan Transmission Limited

Prashant Kumar

Applicant

Mahan Transmission Limited

(A 100% wholly owned subsidiary of Adani Energy Solutions Limited)

Represented by Mr. Prashant Kumar

Place: Ahmedabad

Date: 28.03.2025

BEFORE THE MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BHOPAL

CASE NO. _____ OF 2025

IN THE MATTER OF:

Application under Section 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulations, 2004, with respect to Grant of Transmission License to Mahan Transmission Limited

AND IN THE MATTER OF:

Mahan Transmission Limited

.... APPLICANT

VERSUS

Chief General Manager (Commercial)

M.P. Power Management Company Limited & Ors.

.... RESPONDENTS

To

The Secretary

Madhya Pradesh Electricity Regulatory Commission

Bhopal

MEMO OF PARTIES

Mahan Transmission Limited

(A 100% wholly owned subsidiary of AESL)

Registered Office: C-105, Anand Niketan,

New Delhi - 110021

.... APPLICANT

Versus

1. Chief General Manager (Commercial)
   M.P. Power Management Company Limited
   Registered Office: Block No. 11,
   Shakti Bhawan Road,
   MPSEB Colony, Rampur, Jabalpur,
   Madhya Pradesh – 482008 .... RESPONEDENT NO.1

2. Managing Director
   MP Poorv Kshetra Vidhyut Vitran Company Limited
   Registered Office: Block No. 7,
   Shakti Bhawan Road,
   MPSEB Colony, Rampur, Jabalpur,
   Madhya Pradesh – 482008 .... RESPONDENT NO.2

3. Managing Director
   MP Madhya Kshetra Vidhyut Vitran Company Limited
   Registered Office: Bijli Nagar Colony,
   Nishtha Parisar, Govindpura,
   Bhopal – 462023 .... RESPONDENT NO.3

4. Managing Director
   MP Paschim Kshetra Vidhyut Vitran Company Limited
   Registered Office: GPH Compound,
   Polo Ground,
   Indore – 452003 .... RESPONDENT NO.4

5. Chief Executive Officer
   REC Power Development and consultancy Limited

Wahan Transmission Limited

Registered Office: ECE House, 3rd Floor,
Annexe-II, 28 A, KG Marg,
Bhopal – 110001

.... RESPONDENT NO.5

Mahan Transmission Limited

Applicant

Place: Ahmedabad
Date: 28.03.2025

S. No. 2515 /2025

VIJAY C. SHAH
NOTARY
GOVT. OF INDIA

28 MAR 2025

BEFORE THE MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BOPAL

CASE NO. _____ OF 2025

IN THE MATTER OF:

Application under Section 14,15 and 86 (1) (d) of the Electricity Act, 2003 read with Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulations, 2004, with respect to Grant of Transmission License to Mahan Transmission Limited

AND IN THE MATTER OF:

Mahan Transmission Limited

.... APPLICANT

VERSUS

Chief General Manager (Commercial)

M.P. Power Management Company Limited & Ors.

.... RESPONDENTS

AFFIDAVIT

I, **Prashant Kumar**, S/o Sh. Jagdish Prasad aged about 47 years, Authorized Representative of Mahan Transmission Limited, present at Ahmedabad, do hereby solemnly affirm and state as follows:

1. That I am the Authorised Representative of the Applicant Company, in the captioned matter. I have been dealing with the matters relating to the captioned case and I am well conversant with the facts of the case.

NOTARY
VIJAY C. SHAH
AHMEDABAD
GUJARAT STATE
REGD. 2260/02
EXPIRY DATE
7/10/2027

Mahan Transmission Limited

2. I have read the accompanying application and I say that its contents are true to my knowledge and belief and based on records which are believed to be true and correct.

3. The annexures if any, filed along with the present application are true copies of their respective originals.

Wahan Transmission Limited

Prashant Kumar

DEPONENT

VERIFICATION:

I, the Deponent, the above named do hereby verify that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Ahmedabad on this 28th day of March, 2025.

Wahan Transmission Limited

Prashant Kumar

DEPONENT

NOTARY VIJAY C. SHAH AHMEDABAD GUJARAT STATE REG. No. 2260 GOVERNMENT OF INDIA

NOTARY VIJAY C. SHAH AHMEDABAD GUJARAT STATE REGD. 2260/02 EXPIRY DATE 7/10/2027 GOVT. OF INDIA

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SOLEMNLY AFFIRMED BEFORE ME

VIJAY C. SHAH
NOTARY
GOVT. OF INDIA

28 MAR 2025

BEFORE THE MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BHOPAL

CASE NO. _____ OF 2025

IN THE MATTER OF:

Application under Section 14, 15 and 86 (1) (d) of the Electricity Act, 2003 read with Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulations, 2004, with respect to Grant of Transmission License to Mahan Transmission Limited

AND IN THE MATTER OF:

Mahan Transmission Limited

.... APPLICANT

VERSUS

M.P. Power Management Company Limited & Ors.

.... RESPONDENTS

APPLICATION UNDER SECTION 14, 15, 86 (1)(d) OF THE ELECTRICITY ACT, 2003 FOR GRANT OF TRANSMISSION LICENSE

MOST RESPECTFULLY SHOWETH:

1. The instant application is being preferred by Mahan Transmission Limited (herein after referred to as "**Applicant**") under Section-14, 15 and 86 (1)(d) of the Electricity Act, 2003 (herein after referred to as the "**EA, 2003**") read with Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulations, 2004 (hereinafter referred to as "**Transmission Licence Regulations**") seeking grant of Transmission Licence to the Applicant.

That the said transmission license would categorically allow the Applicant to establish and maintain transmission system for "**Development of Intra-State Transmission System for Evacuation of 1230 MW Power (MPPMCL portion) through STU Network from Proposed 2X800 MW Thermal Power Project of M/s Mahan Energen Ltd. (MEL)**" on build, own, operate and transfer basis (hereinafter referred to as "**the project**").

A copy of the List of Elements is enclosed herewith and marked as **ANNEXURE A1.**

2. In the above context, it is most respectfully submitted that the Government of Madhya Pradesh, vide its Gazette Notification No. 6395/2195283/2024/XIII dated 30.08.2024, notified REC Power Development and consultancy Limited (RECPDCL) to be the Bid Process Coordinator (hereinafter referred to as the **"BPC"**) for the purpose of selection of Bidder as Transmission Service Provider (hereinafter referred as the **"TSP"**) for "**Development of Intra-State Transmission System for Evacuation of 1230 MW Power (MPPMCL portion) through STU Network from Proposed 2X800 MW Thermal Power Project of M/s Mahan Energen Ltd. (MEL)**".

A copy of Notification No. 6395/2195283/2024/XIII dated 30.04.2024 issued by the Government of Madhya Pradesh, is enclosed and marked as **ANNEXURE A2.**

3. Subsequently, the BPC, on 20.11.2024, incorporated Mahan Transmission Limited under the Companies Act 2013, as its 100% wholly owned subsidiary to initiate the activities qua execution of the Project, and subsequently to act as Transmission Service Provider (TSP) after being acquired by the successful bidder selected through Tariff Based Competitive Bidding process.

Mahan Transmission Limited

A copy of the Certificate of Registration of the Applicant Company is enclosed herewith and marked as **ANNEXURE A3.**

A copy of the Memorandum of Association dated 14.11.2024 of the Applicant Company is enclosed herewith and marked as **ANNEXURE A4.**

A copy of the Articles of Association dated 14.11.2024 of the Applicant Company is enclosed herewith and marked as **ANNEXURE A5.**

4. It is submitted that the said BPC invited all prospective Bidders for participation, i.e., Request for Proposal (RFP), as part of the process for selection of Transmission Service Provider (TSP). The said TBCB process was to be conducted 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 EA, 2003 and as amended. In this regard, the responsibility of the TSP was to establish the Transmission System, viz, **"Development of Intra-State Transmission System for Evacuation of 1230 MW Power (MPPMCL portion) through STU Network from Proposed 2X800 MW Thermal Power Project of M/s Mahan Energen Ltd. (MEL)"** on build, own, operate & transfer basis.

A copy of the Global Invitation for Qualification as published in the newspapers is enclosed herewith and marked as **ANNEXURE A6.**

A copy of the RFP along with the Amendments is enclosed and marked as **ANNEXURE A7**.

5. Further, Adani Energy Solutions Limited qualified as a participant for the RFP process, as communicated by the BPC vide letter dated 09.12.2024.

Mahan Transmission Limited

A copy of the letter dated 09.12.2024 issued by BPC to Adani Energy Solutions Limited is enclosed and marked as **ANNEXURE A8.**

6. Pursuant to the process of competitive bidding conducted by the BPC, M/S. Adani Energy Solutions Limited has been declared as the successful bidder, and accordingly, the BPC, on 24.02.2025, issued a Letter of Intent (hereinafter referred to as "Lol") in favour of M/S Adani Energy Solutions Limited.

   A copy of the Letter of Intent (Lol) dated 24.02.2025 along with the details of Annual Transmission Charges is enclosed herewith and marked as **ANNEXURE A9.**

7. It is further submitted that as accordance with the Lol, Adani Energy Solutions Limited is under an obligation to furnish a Contract Performance Guarantee. Accordingly, Adani Energy Solutions Limited on 25.03.2025 furnished the Contract Performance Guarantees (hereinafter referred to as the "CPG") for an aggregate value of Rs. 46.95 Crores separately in favour of MPPMCL as per the provisions of Clause 2.12 of the RFP documents.

   A copy of the CPG dated 25.03.2025 is enclosed herewith and marked as **ANNEXURE A10.**

8. M/S Adani Energy Solutions Limited acquired Mahan Transmission Limited/ Applicant on 26.03.2025 after execution of the Share Purchase Agreement and has completed all procedural requirements as contemplated in the bid documents.

   A copy of the Share Purchase Agreement dated 26.03.2025 is enclosed herewith and marked as **ANNEXURE A11.**

Mahan Transmission Limited

9. Thereafter, the Transmission Service Agreement (hereinafter referred to as the "TSA") dated 26.03.2025 entered between the M.P. Power Management Company Limited (Nodal Agency) and Mahan Transmission Limited.

   A copy of the TSA dated 26.03.2025 is enclosed herewith and marked as **ANNEXURE A12.**

10. As such, in terms of the aforesaid SPA, the Applicant is now a 100% wholly owned subsidiary of M/S Adani Energy Solutions Limited, who has been selected as the successful bidder on the basis of the Tariff Based Competitive Bidding as per the Tariff Based Bidding Guidelines for Transmission Service issued by the Government of India, Ministry of Power and thus eligible for issuance of transmission licence.

11. It is humbly submitted that as per Clause 2.15.4 of Request for Proposal (RFP), the TSP/Petitioner is required to apply for Grant of Transmission Licence within 5 working days from the date of acquisition of SPV.

12. In view of the above, it is submitted that Section 14 of the EA, 2003 provides that the Appropriate Commission may, on an application made under Section 15 of the said Act, grant licence to any person to permit transmission of electricity as a transmission licensee, in any area as may be specified in the Licence. The aforesaid provisions are set out hereinbelow for the ready reference of this Hon'ble Commission.

    Further, the word *'person'* has been defined in Section 2(49) of the EA, 2003 to include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person. Therefore, the Applicant, in accordance with the TSA dated 26.03.2025 and as per the principle enshrined under Section 14 of the said Act, is filing the present Application inter-

Mahan Transmission Limited

alia seeking grant of Transmission Licence for the Project as explained hereinabove.

13. In furtherance to the above, it is most respectfully submitted that Section 15(1) of the EA, 2003 provides that every application under Section 14 of the said Act 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.

14. In furtherance to the above, the grant of transmission license is a condition under the Transmission Service Agreement and is also a requirement in law without which the Applicant cannot proceed with the establishment of the Transmission System.

15. In this regard, reference is made to Regulations 1.5 and 1.8 of the Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulation, 2004 (hereinafter of the "License Application Regulations, 2004"), which are set out hereinbelow:

"Application for licence:

1.5 Any person desirous of engaging in the State of Madhya Pradesh in the business of transmission or distribution or trading of electricity shall apply to the Commission for the grant of appropriate licence by the Commission in such form as specified under clause 1.8 (a) to (h) of these Regulations and accompanied by documentary evidence of having paid such fees as may be prescribed for the purpose under section 180 (2) (a) of Electricity Act 2003.

.....

1.8 Every application for licence and the supporting documents shall be signed by or on behalf of the applicant and addressed to Secretary or such

Wahan Transmission Limited

Officer as the Commission may designate in this behalf and shall be accompanied by

(a) six copies, or such number of copies as the Commission may direct, of the pro-forma containing the terms and conditions which the applicant desires to be included in the Licence with the name and address of the applicant and of his agent (if any) printed on the cover page of the pro-forma

(b) six copies or such number of copies as the Commission may direct, each signed by the applicant, of maps of the proposed area of transmission or supply on such scale as may be approved/specified by the Commission

(c) a statement describing any lands or assets, which the applicant proposes to acquire for the purpose of the licence and the means of such acquisition;

(d) a copy of the business plan, with a statement of the capital proposed to be expended in connection with the licensee, the means of financing for such capital expenditure, the resultant efficiency improvements and such other particulars as the Commission may require;

(e) a copy of Memorandum and Articles of Association in the case of a company or the incorporation or registration documents in the case of other legal entities.

(f) Annual Accounts or other similar documents as may be required;

(g) a receipt in acknowledgement of payment of the fee.

(h) Formats (I) to (VIII) enclosed with these regulations are applicable as below: -

(i.) formats (1) and (III) are commonly applicable to all applicants.

(ii.) formats (II), (IV) and (V) are applicable to proposed Distribution Licensee.

(iii.) formats (VI) and (VII) are applicable to proposed Transmission Licensee.

(iv.) format (VIII) is applicable to proposed Trading Licensee."

16. In compliance of the aforesaid Regulation 1.8 of the aforesaid License Application Regulations, 2004, the Applicant submits as under:

That the Applicant is duly complying by way of the present Application, with the mandate of the aforesaid provisions under Regulation 1.8 (a) of License Application Regulations, 2004. Accordingly, the duly filled pro-forma with the information to be incorporated under Regulation 1.9 of the License Application Regulations, 2004 is enclosed herewith and marked as **ANNEXURE A13.**

a. In compliance to Regulation 1.8(b) of License Application Regulations, 2004,

   A copy of map is enclosed herewith and marked as **ANNEXURE A14.**

b. In compliance to Regulation 1.8(c) of License Application Regulations, 2004,

   Details of land are enclosed herewith and marked as **ANNEXURE A15.**

c. In compliance to Regulation 1.8(d) of License Application Regulations, 2004,

   A copy of business plan enclosed herewith and marked as **ANNEXURE A16.**

d. In compliance to Regulation 1.8(e) of License Application Regulations, 2004, a copy of Memorandum and Articles of Association has also been annexed herewith as **ANNEXURES A4 & ANNEXURE A5.**

Mwhan Transmission Limited

e. In compliance to Regulation 1.8(f) of License Application Regulations, 2004, a copy of Annual Accounts is enclosed herewith and marked as **ANNEXURE A17.**

17. In addition to the abovementioned requirements, the Applicant is required to furnish information as required in Format I, III, VI & VII of Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulation, 2004.

The duly filled formats are enclosed and marked as **ANNEXURE A18.**

18. It is further submitted that the Applicant is also submitting/furnishing a copy of the instant Application to State Transmission Utility, as required under Section 15 (3) of the Act and Regulation 1.21 of Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulation, 2004 for the recommendation, if any, in accordance with Section 15 (4) of Act simultaneously along with submission of this Application to Hon'ble Commission.

19. Therefore, keeping in view the above, the Applicant has fulfilled all the procedural aspects as prescribed under the MPERC (Procedure of Application for License) Regulation, 2004 and also the statutory mandate envisaged under the Act. As such, this Hon'ble Commission is requested to grant the prayers as prayed for herein under.

20. The Applicant shall also comply with all the other requirements as provided in the Regulation 1.8 to 1.21 of Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulation, 2004, including publication of notices in newspapers, service on the beneficiaries of the Applicant's Transmission System. Further, the Applicant shall place the compliance report on record before the Hon'ble Commission.

21. Then present Application is bonafide and made in the interest of justice. Further, the Applicant craves leave to furnish any other information/ documents which may be required by this Hon'ble Commission, at a later stage, in the interest of justice.

22. PRAYER

The Applicant most humbly prays that this Hon'ble Commission may be pleased to:

a. Issue the Transmission License to the Applicant for establishing, operating and maintaining the Transmission System in terms of the Transmission Service Agreement dated 26.03.2025, as detailed in the present Application;

b. Allow the recovery of Transmission charges as per Article 10 of the Transmission Service Agreement;

c. Condone any inadvertent errors omissions/errors/shortcomings, if any, and accordingly, permit the Applicant to add/change/modify/alter these filings and make further submissions as may be required at a future date; and

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

Wahan Transmission Limited

Applicant

Place: Ahmedabad

Date: 28.03.2025

Annexure A1

List of Elements

SI. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date
1(i)	Construction works of 400/220/132 kV Substation at Rewa (Sagra)	25.10.2026
(ii)	PTEMPL(MEL) Switchyard-Rewa (Sagra) 400kV DCDS line (Quad Moose)	
(iii)	LILO of both circuit of Rewa Sirmour/ Bansagar-I 220kV line at Rewa (Sagra) 400kV S/s	
(iv)	Rewa (Sagra) 400kV - Kotar 220kV DCDS Line	
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS Line (Interconnector)	
(vi)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS Line	
(vii)	LILO of both circuit of Rewa 220kV – Mangawan 132kV line at Rewa (Sagra) 400kV S/s	
2(i)	Construction works of 400/220/132 kV Substation at Amarpatan	25.04.2027
(ii)	Rewa (Sagra) – Amarpatan 400kV DCDS line (Quad/Twin Moose)	
(iii)	LILO of both circuit of Maihar – Satna (PGCIL) 200kV line at Amarpatan 400kV S/s	
(iv)	Amarpatan 400kV – Amarpatan 132kV DCDS line (Interconnector)	
(v)	Amarpatan 400kV – Satna-II 132kV DCDS line	
(vi)	Amarpatan 400kV - Rampur Baghelanm 132kV DCDS line	
(vii)	Amarpatan 400Kv – Unchehra 132kV DCDS line	

Wahan Transmission Limited

Annexure A2

ऊर्जा विभाग

मंत्रालय, वल्लभ भवन, भोपाल

भोपाल, दिनांक 28 अगस्त 2024

क्रमांक : 6395 /2195283/2024/तेरह : विद्युत अधिनियम, 2003 की धारा-63 के अंतर्गत भारत के राजपत्र दिनांक 13.04.2006 में प्रकाशित पारेषण सेवाओं हेतु टैरिफ आधारित प्रतिस्पर्धी बोली (टीबीसीबी) के दिशा-निर्देशों की कंडिका-3 की उप-कंडिका 3.3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये राज्य सरकार एतद् द्वारा मेसर्स आर.ई.सी. पावर डेवलपमेंट एण्ड कंसल्टेंसी लिमिटेड (आरईसीपीडीसीएल), नई दिल्ली को मेसर्स महान एनर्जन लिमिटेड (एमईएल) के प्रस्तावित 2X800 मेगावाट ताप विद्युत परियोजना से स्टेट ट्रांसमिशन यूटिलिटी के नेटवर्क द्वारा 1230 मेगावाट (एमपीपीएमसीएल का हिस्सा) विद्युत के निकासी हेतु अंत: राज्यीय पारेषण परियोजनाओं का निर्माण, टैरिफ आधारित प्रतिस्पर्धी बोली (टीबीसीबी) के माध्यम से करने के लिये बोली प्रक्रिया समन्वयक (बीपीसी) नियुक्त करती है। टीबीसीबी के माध्यम से की जाने वाली पारेषण कार्यों का विवरण निम्नानुसार है :-

क्र.	अंत: राज्यीय पारेषण कार्यों का विवरण	उपकेन्द्रों की क्षमता (एमव्हीए)/लाईनों की अनुमानित लम्बाई (किमी)
1 (i)	**रीवा (सगरा) 400/220/132 केव्ही उपकेन्द्र का निर्माण कार्य**	**2x500 एमव्हीए, 400/220 केव्ही एवं 2x200 एमव्हीए, 220/132 केव्ही आईसीटी**
(ii)	पीटीईएमपीएल (एमईएल) स्विचयार्ड – रीवा (सगरा) 400 केव्ही डीसीडीएस लाईन (क्वाड मूस)	150 किमी
(iii)	रीवा – सिरमौर / बाणसागर-I 220 केव्ही लाईन के दोनों सर्किटों का 400 केव्ही रीवा (सगरा) उपकेन्द्र में लीलो कार्य	2x10 किमी
(iv)	रीवा (सगरा) 400 केव्ही – कोटर 220 केव्ही डीसीडीएस लाईन	45 किमी
(v)	रीवा (सगरा) 400 केव्ही – रीवा (सगरा) 132 केव्ही डीसीडीएस लाईन (इंटरकनेक्टर)	10 किमी
(vi)	रीवा (सगरा) 400 केव्ही – रीवा 132 केव्ही डीसीडीएस लाईन	25 किमी
(vii)	रीवा 220 केव्ही – मनगवां 132 केव्ही लाईन के दोनों सर्किट का रीवा (सगरा) 400 केव्ही उपकेन्द्र में लीलो कार्य	2x10 किमी
2 (i)	**अमरपाटन 400/220/132 केव्ही उपकेन्द्र का निर्माण कार्य**	**2x500 एमव्हीए, 400/220 केव्ही एवं 2x200 एमव्हीए, 220/132 केव्ही आईसीटी**
(ii)	रीवा (सगरा) – अमरपाटन 400 केव्ही डीसीडीएस लाईन (क्वाड/ट्विन मूस)	60 किमी
(iii)	मैहर – सतना (पीजीसीआईएल) 220 केव्ही लाईन के दोनों सर्किट का अमरपाटन 400 केव्ही उपकेन्द्र में लीलो कार्य	2x20 किमी

Wahan Transmission Limited

(iv)	अमरपाटन 400 केव्ही – अमरपाटन 132 केव्ही डीसीडीएस लाईन (इंटरकनेक्टर)	10 किमी
(v)	अमरपाटन 400 केव्ही – सतना-II 132 केव्ही डीसीडीएस लाईन	35 किमी
(vi)	अमरपाटन 400 केव्ही – रामपुर बघेलान 132 केव्ही डीसीडीएस लाईन	25 किमी
(vii)	अमरपाटन 400 केव्ही – उंचेहरा 132 केव्ही डीसीडीएस लाईन	25 किमी

2/ बोली प्रक्रिया समन्वयक (बीपीसी) की नियुक्ति विद्युत मंत्रालय, भारत सरकार द्वारा जारी दिशा निर्देशों में निर्धारित शर्तों एवं तत्संबंध में समय-समय पर किए गए संशोधन के अधीन है।

No. 6395 /2195283/2024/XIII: In exercise of the powers conferred by sub-para 3.3 of Para 3 of the Guidelines for Tariff Based Competitive Bidding (TBCB) for Transmission Service circulated by Ministry of Power (MoP), GoI, under section 63 of the Electricity Act, 2003 published in the Gazette of India Notification Dated 13.04.2006, the State Government hereby appoints M/s REC Power Development & Consultancy Ltd. (RECPDCL) as Bid Process Coordinator (BPC) for development of intra-state transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2x800MW thermal power project of M/s Mahan Energen Ltd. (MEL). The details of transmission works to be developed through TBCB route are as follows:

S. No.	Details of Intra-state Transmission Infrastructure Works	Tentative Length (Km) / Capacity (MVA)
1 (i)	**Construction works of 400/220/132 kV Substation at Rewa (Sagra)**	**2x500MVA, 400/220kV & 2x200MVA, 220/132kV ICT**
(ii)	PTEMPL (MEL) Switchyard- Rewa(Sagra) 400kV DCDS line (Quad Moose)	150km
(iii)	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220kV line at Rewa (Sagra) 400 kV S/s	2x10km
(iv)	Rewa (Sagra) 400kV - Kotar 220kV DCDS line	45km
(v)	Rewa (Sagra) 400kV – Rewa (Sagra) 132kV DCDS line (Interconnector)	10km

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(vi)	Rewa (Sagra) 400kV - Rewa 132kV DCDS line	25km
(vii)	LILO of both circuit of Rewa220 - Mangawan 132kV line at Rewa (Sagra) 400kV S/s	2x10km
2 (i)	**Construction works of 400/220/132 kV Substation at Amarpatan**	**2x500MVA, 400/220kV & 2x200MVA, 220/132kV ICT**
(ii)	Rewa (Sagra) - Amarpatan 400kV DCDS line(Quad/ Twin Moose)	60km
(iii)	LILO of both circuit of Maihar - Satna (PGCIL) 220kV line atAmarpatan 400kV S/s	2x20Km
(iv)	Amarpatan 400 kV - Amarpatan 132kV DCDS line (Interconnector)	10km
(v)	Amarpatan 400kV - Satna -II 132kV DCDS line	35km
(vi)	Amarpatan 400kV - Rampur Baghelan 132kV DCDS line	25km
. (vii)	Amarpatan 400kV - Unchehra 132kV DCDS line	25km

2/ The appointment of the Bid Process Coordinator (BPC) is subject to the conditions laid down in the Guidelines issued by Ministry of Power (MoP), GoI and subsequent amendment thereof.

मनु श्रीवास्तव, अपर मुख्य सचिव.

Mahan Transmission Limited

Annexure A3

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

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

I hereby certify that MAHAN TRANSMISSION LIMITED is incorporated on this TWENTIETH day of NOVEMBER TWO THOUSAND TWENTY FOUR under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U42202DL2024GOI438962**

The Permanent Account Number (PAN) of the company is **AASCM6892R***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELM50167F***

Given under my hand at Manesar this TWENTIETH day of NOVEMBER TWO THOUSAND TWENTY FOUR

Certification signature by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 1 <ROC.CRC@MCA.GOV.IN>, Validity Unknown
Digitally signed by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 1
Date: 2024.11.20 11:54:29 IST

Charan Singh

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:

MAHAN TRANSMISSION LIMITED

CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, Lodi Road, New Delhi, South Delhi- 110003, Delhi

*as issued by Income tax Department

Mahan Transmission Limited

Annexure A4

Form No. INC-33

Form language

(•) English ( ) Hindi

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

सत्यमेव जयते

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

MAHAN 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,

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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,

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	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

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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

Wahan Transmission Limited

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

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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,

Mahan Transmission Limited

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

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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,

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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

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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

Wahan Transmission Limited

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:

Wahan Transmission Limited

(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	

6

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

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

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

Wahan Transmission Limited

Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	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*	1 Equity,0 Preference		14/11/2024
2	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, NEW DELHI-110014, OCCUPATION-SERVICE	0*7*2*1*	49994 Equity,0 Preferenc		14/11/2024
3	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*	1 Equity,0 Preference		14/11/2024
4	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		14/11/2024
5	MUKUL AGARWAL S/O SHRI RAJESH KUMAR NOMINEE 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	1*3*2*8*	1 Equity,0 Preference		14/11/2024

Wahan Transmission Limited

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		14/11/2024
7	SATYABAN SAHOO S/O MAHENDRA NATH SAHOO NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O FLAT NO. B235 VASANT APPARTMENT GURGAON HARYANA-122001 OCCUPATION-SERVICE	A*K*S*0*9*	1 Equity,0 Preference		14/11/2024
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 BYTE T-3, NX ONE, TECH ZONE - IV, GREATER NOIDA WEST -201318	4*2*9*		14/11/2024

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

Wahan Transmission Limited

Annexure A5

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	MAHAN 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 sealmeans the common seal of the company. (2)Unless the context otherwise requireswords or expressions contained in these regulations shall bear the same meaningas in the Act or any statutory modification thereof in force at the date atwhich these regulations become binding on the company.(3)Public companymeans a company which-(a) is not a private company(b) has a minimum paid-upshare capital as maybe prescribed Provided that a company which is asubsidiary of a company not being a private company shall be deemed to bepublic company for the purposes of this Act even where such subsidiary companycontinues 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

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		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.
☐ ☐	8	• Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed 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

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		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.
☐ ☐	22	• 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 times and for such periods as the Board may from time to time determineProvided that such registration shall

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		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.
☑	27	• In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to

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		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.
☐ ☐	34	• The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the

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		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
☐ ☐	39	• 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 the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any

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		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.

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☐	☐	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.

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☐	☐	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 CompanyShall be vested with the Board of Directors of the Company or Such persons asmay be authorized by the Board from time to time The Board may exercise allsuch powers of the Company and do all such acts deeds and things as are notprohibited by the Act or any other law for the time being in force or by theMemorandum of Association of a Company and without prejudice to the foregoingshall be responsible for all policy matters and the supervision direction andcontrol of the conduct of the business affairs and operations of the CompanyThe first Directors of the Company shall be 1. ARVINDKUMAR 2. DEBASIS MITRA 3. AWANISH KUMAR BHARATI ii at every annual general meeting One third ofsuch of the directors for the time being as are liable to retire by rotation orif their number is neither three nor a multiple of Three then the numbernearest to one third shall retire from Office The directors to retire byrotation at every annual general Meeting shall be those who have been longestin office since their Last appointment but as between persons who becamedirectors on the same day those who are to retire shall in default of andsubject to any subject to any agreement among themselves be date remined by lotiat

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		60	annual general meeting at which a director retires as afore said the companymay fill up the vacancy by appointing their tiring director or some otherperson there to The Board of Directors of the Company shall consist of not lessthan but not more than Directors The appointment of Directors including the ChairmanManaging Director Whole Time Director Part time Director shall be done in theGeneral Meetings in accordance with the provisions of the Companies Act andRules made there under and shall be eligible for appointment However till theCompany is a Government Company REC Power Development and Consultancy Limited RECPDCLthe holding company shall have the full powers to recommend nominate the nameof any Directors to be appointed on the Board of the Company Further RECPDCLshall also have the power to remove any director from office at any time in itsabsolute discretion RECPDCL shall also have the right to fill any vacancies in theoffice of director caused by removal resignation death or otherwise Subject toprovisions of the Act the Company may bypassing their solution in GeneralMeeting increased crease the maximum number of Directors and may alter theirqualification Further the Company may subject to the provisions of the Act removeany Director before the expiration of his period of office and appoint anotherperson in place of him The Board may appoint any person to act as alternatedirector for a Director during the later s absence for a period of not lessthan three months from India and such appointment shall have effect and suchappointee whilst he holds office as an alternate director shall be entitled tonotice of meeting of the Board and to attend and vote there at accordingly buthe shall not require any qualification and shall ipso facto vacate office ifand when the absent Director returns to India Casual vacancies among Directorsmay be filled by the Board of Directors at their meeting and any person soappointed shall hold the office as per the provision of section of the ActSubject to the provisions of Section and other applicable provisions if any ofthe Act the Board shall have power at any time and from time to time to appointa person as an Additional Director but so that the total number of Directors shallnot at any time exceed the maximum number fixed by these Articles The AdditionalDirector so appointed shall retire from Office at next annual General Meetingbut 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

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			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

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			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
☐	☐	79	• 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 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

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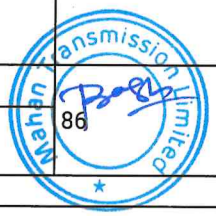
			shall sign every instrument to which the seal of the company is so affixed in their presence.
			Dividends and Reserve
☐	☐	80	• The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.
☐	☐	81	• Subject to the provisions of section 123 the 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 LIMITED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI- 110003, THROUGH ITS CEO THANGARAJAN SUB	0*7*2*1*	NEW DELHI		14/11/2024

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	ASH CHANDIRA BOSH S/O SITHAN THANGARAJAN R/O APARTMENT NO S-2, MIDDLE PORTION 2-B, JANGPURA, MATHURA ROAD, NEW DELHI-110014, OCCUPATION-SERVICE				
2	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		14/11/2024
3	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		14/11/2024
4	MUKUL AGARWAL S/O SHRI RAJESH KUMAR NOMINEE 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	1*3*2*8*	NEW DELHI		14/11/2024
5	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*	NEW DELHI		14/11/2024
6	SATYABAN SAHOO S/O MAHENDRA NATH SAHOO NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O FLAT NO. B235 VASANT APPARTMENT GURGAON HARYANA-122001 OCCUPATION-SERVICE	A*K*S*0*9*	NEW DELHI		14/11/2024
7	ARVIND KUMAR S/O NAND KISHOR SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O T4-8A, SAI VATIKA APARTMENT, SECTOR-63, F	1*3*2*3*	NEW DELHI		14/11/2024

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	ARIDABAD - 121004, OCCU PATION-SERVICE				53

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 KUM AR	A-805, NX BYTE T-3, NX ONE, TE CH ZONE - IV, G REATER NOIDA WEST -201318	4*2*9*	NEW DELH I		14/11/2024

Wahan Transmission Limited

योप्लास्टी

होगी एंजियोप्लास्टी

जाकर करता है फोटोग्राफी

ाइट के द्वारा एक कैथेटर के माध्यम से
ंदर जाकर पूरी धमनी की फोटोग्राफी
ससे इस बात का सटीक पता चल
अंदर कितना थक्का जमा हुआ है।
है। थक्के में कैल्शियम जमा है या
ना भाग बीमारी से ग्रसित है। ब्लॉक
किस साइज और लम्बाई का लेना है।
चिपका है अथवा नहीं या फिर स्टेंट
नी में कट तो नहीं आया है। इन सब
पता हो जाने पर भविष्य में होने वाले
क लगायी जा सकती है।

र साबित होगी तकनीकि

के माध्यम से सटीक एंजियोप्लास्टी
की तेजी से प्रचलित हुई है। आज हृदय
विधि की सहायता से कई रोगियों की
किफायती दरों पर चिकित्सकों की टीम
के निदेशक डॉ राकेश वर्मा ने बताया
योप्लास्टी अब संस्थान में सुगमता से
टीम के सदस्यों डॉ उमेश्वर पांडे, डॉ
राजी ने बताया कि यह तकनीकी हार्ट
ल का पत्थर साबित होगी।

सभी सरकारों ने मद्धेशिया समाज को हाशिएं पर रखा

भास्कर ब्यूरो | वाराणसी

मध्यदेशीय वैश्य महा सभा पूर्व अखिल भारतीय मध्यदेशीय वैश्य सभा की बैठक नमो घाट पर सोमवार को सम्पन्न हुई। बैठक की अध्यक्षता राजेन्द्र गुप्ता राष्ट्रीय उपाध्यक्ष ने किया। वर्तमान परिवेश में उत्तर प्रदेश में सभी सरकारें मद्धेशिया कान्दू हलुवाई समाज को हाशिएं पर रख कर चल रही है। जब कि उत्तर प्रदेश के पूर्वांचल क्षेत्र में 1 करोड़ से ऊपर जनसंख्या होने के बावजूद हम अपने हक और हकूक की लड़ाई के लिए बेबस है। यह बातें राष्ट्रीय प्रभारी एवं पूर्व राष्ट्रीय युवा अध्यक्ष राजेश कुमार गुप्ता ने कही। उत्तर प्रदेश के संरक्षक रंजीत गुप्ता ने कहा कि यह रैली भारत के इतिहास के पन्नों पर स्वर्ण अक्षरों में लिखा जाएगा। जब पूरे भारत और नेपाल में रह रहे मद्धेशिया कान्दू हलुवाई समाज 22 दिसम्बर को गोरखपुर के लिए कूंच करेगी। इस तरह के बैठक बनारस के हर क्षेत्र में हर हफ्ते किया जाएगा और समाज के लोगों को जोड़ा जाएगा। बैठक को डॉक्टर आलोक कुमार गुप्ता जिला अध्यक्ष, विशाल गुप्ता, विनय कुमार ने सबसे आर्थिक मदद की अपील की। सन्दीप फौजी, राजकुमार गुप्ता, राज कुमार गुप्ता बस्ती, आकाश गुप्ता, रौशन गुप्ता की उपस्थिति सराहनीय रही।

मानसिक रूप से बीमार वृद्ध ने की खुदकुशी

भास्कर ब्यूरो, वाराणसी। मंडुआडीह थाना क्षेत्र में रविवार को देर रात नाथुपुर नई बस्ती निवासी 72 वर्षीय मानसिक रूप से विक्षिप्त व सेवानिवृत्त एफसीआई कर्मी प्रेमलाल ने फांसी लगाकर आत्महत्या कर ली। सूचना पर मौके पर बीएलडब्लू चौकी इंचार्ज उपनिरीक्षक सत्यम तिवारी, उपनिरीक्षक विवेक यादव पहुंचे और आगे की कार्रवाई में जुट गये। परिजनों ने पुलिस को बताया कि प्रेमलाल मानसिक रूप से विक्षिप्त थे। करीब 15 साल से उनका इलाज चल रहा था।

सेंटर पर पहुंचा गेहूं का
सानों को मिली राहत

हुआ बंद नामक शीर्षक से खबर को प्रमुखता से प्रकाशित किया था। खबर प्रकाशित होते ही आखिरकार सम्बंधित महकमे की कुम्भकर्णी निद्रा टूट गयी और जिला कृषि अधिकारी के निर्देश पर सोमवार को उगापुर में गेहूं का बीज उपलब्ध करा दिया। सोमवार को गोदाम प्रभारी और व सहायक विकास अधिकारी कृषि केशव यादव गेहूं और बीज वितरण प्रारंभ कराया। कृषि विभाग द्वारा गेहूं का बीज उगापुर राजकीय बीज गोदाम पर न भेजकर उगापुर गांव में स्थित एग्रो सर्विस सेंटर पर भेजा है। ऐसे में अब बीज का वितरण उक्त सेंटर से ही किया जायेगा। इसका कारण राजकीय बीज गोदाम उगापुर को धान क्रय केंद्र के लिए आवंटित होना बताया जा रहा है। वाराणसी, गाजीपुर राजमार्ग से एग्रो सर्विस सेंटर उगापुर की दूरी महज 500 मीटर होगी लेकिन बीच में रेलवे लाइन होने के कारण अब किसानों को चंद्रावती, श्रीकंठपुर होकर लगभग तीन किलोमीटर का चक्कर लगाते हुए एग्रो सर्विस सेंटर उगापुर पहुंचना होगा जिससे किसानों की मुश्किलें बढ़ गयी है। प्रधान संघ के अध्यक्ष रामसूरत यादव व क्षेत्र के किसानों ने राजकीय बीज गोदाम उगापुर से ही गेहूं

आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड
(आरईसी लिमिटेड के पूर्ण स्वामित्व की सहायक कंपनी)

निविदा आमंत्रण (इलेक्ट्रॉनिक बोली के माध्यम से)

टैरिफ के जरिए प्रतियोगिता बोली (टीबीसीबी) प्रक्रिया के माध्यम से 01 (एक) अंतः राज्यीय पारेषण परियोजना के निर्माण, स्वामित्व, प्रचालन और हस्तांतरण (बीओओटी) 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 परियोजना 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 18.11.2024 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 (18.11.2024 से प्रस्ताव जमा करने की तिथि से एक दिन पहले तक) हमारी वेबसाइट्स www.recindia.nic.in और www.recpdcl.in पर उपलब्ध परियोजना के आरएफपी दस्तावेज में दिए गए विवरण के अनुसार 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 हैं।

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 आरएफपी दस्तावेज में दिए गए विवरण के अनुसार 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 हैं। 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.	मेसर्स महान एनर्जन लिमिटेड (एमईएल) के प्रस्तावित 2x800 मेगावाट ताप विद्युत परियोजना से स्टेट ट्रांसमिशन यूटिलिटी के नेटवर्क द्वारा 1230 मेगावाट (एमपीपीएमसीएल का हिस्सा) विद्युत के निकासी हेतु अंतः राज्यीय पारेषण परियोजनाओं का निर्माण	09.12.2024	21.01.2025, 1500 बजे तक (भा.मा.स.)	21.01.2025 को 1530 बजे (भा.मा.स.)

बोली में सभी शुद्धिपत्र, अनुरोध, 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 पेजकर नहीं है।

मुख्य कार्यपालक अधिकारी
आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड
कोर–4, स्कोप कॉम्प्लेक्स, 7, लोधी रोड, नई दिल्ली–110003, भारत

बोली प्रक्रिया समन्वयक: REC — आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड
पालकर्ता: विद्युत मंत्रालय, भारत सरकार
पालकर्ता सामीदार: केंद्रीय विद्युत प्राधिकरण

Wahan Transmission Pvt. Ltd.

Bhaskar - Satna 19.11.2024

प्रदेश

03

वाले पांच क सस्पेंड

ाद जांच भी करें, ल' का सवाल

, जिनका दैनिक भास्कर ने खुलासा में ज्यादातर जगह नेताओं की सेवा ों के कारण प्राइमरी स्कूल ठेके के ुलासे के तुरंत बाद कार्रवाई अच्छा ा को चाहिए कि वह हर ब्लॉक तक च्चों के भविष्य का सवाल है। इन जिम्मेदार बीईओ और जन शिक्षकों ।

ी, जन शिक्षकों को तो ईओ-डीपीसी को नोटिस

शिक्षा अधिकारी) अरविंद जैन ने जन शिक्षक, बीआरसी और बीईओ सें 19 नवंबर की शाम 5 बजे तक र शाम को सागर कलेक्टर ने डीईओ प्रोजेक्ट कॉर्डिनेटर) को नोटिस देकर क्षक के लिए हर 15 दिन में अपने निरीक्षण के लिए जाना और उसकी है। यदि किसी स्कूल में कोई शिक्षक सके विरुद्ध कार्रवाई के लिए प्रस्ताव जाना चाहिए था।

वार दोपहर को खोसकर के र दिया था। इन्होंने भी भाड़े पर रस्त कर दिया गया। इसके पीछे

एम्बुलेंस चालक ने रेफर महिला को ले जाने से किया इंकार, मौत

मंडला। अधिक मात्रा में दवाओं को सेवन करने के कारण नैनपुर सिविल अस्पताल में इलाज के लिए लाई गई महिला को जबलपुर रेफर किया गया, लेकिन एम्बुलेंस चालक ने उसे ले जाने से इंकार कर दिया। इसके बाद बीएमओ ने दूसरे चालक को बुलाया इस बीच काफी देर हो गई। जिसके चलते जबलपुर उपचार के लिए पहुंची महिला की मौत हो गई है। जिसके बाद परिजन ने एम्बुलेंस चालक पर कार्रवाई की मांग की है।तापसी सिंह पति संजय सिंह निवासी वार्ड नंबर नैनपुर का अवसाद से ग्रसित होने के कारण उपचार चल रहा है। 16 नवम्बर को महिला से दवाओं का अत्यधिक मात्रा में सेवन कर लिया। जिससे उसकी हालात बिगड़ गई। जिससे परिजन उपचार के लिए सिविल अस्पताल नैनपुर लेकर आए। यहां प्राथमिक उपचार के बाद मरीज की हालत को देखते हुए बीएमओ डॉक्टर राजीव चावला के द्वारा जबलपुर मेडिकल कॉलेज रेफर किया गया । आरोप है कि सिविल अस्पताल में पदस्थ वाहन चालक राजकुमार चन्द्रौल ने मरीज को जबलपुर अस्पताल ले जाने से मना कर दिया। इसी कारण वह मरीज को जबलपुर नहीं ले जा सकता।

बालाघाट पहुंचे डीजीपी बोले-

पांच साल में बीते 30 साल से ज्यादा मारे गए नक्सली

भास्कर न्यूज | बालाघाट

17 नवम्बर को मुठभेड़ में एक जवान के घायल होने के बाद डीजीपी सुधीर सक्सेना सोमवार को बालाघाट पहुंचे। यहां उन्होंने मीडिया से चर्चा करते हुए पिछले 5 साल में पुलिस की सफलता को तीन दशक की तुलना में ज्यादा बेहतर बताया। उन्होंने कहा कि पिछले 5 सालों में मारे गए नक्सलियों की संख्या बीते 30 साल में मारे गए नक्सलियों से ज्यादा है। मध्य प्रदेश में लगातार सुरक्षाबल के जवानों की सफलता को केंद्रित करते हुए श्री सक्सेना ने कहा कि केंद्रीय गृहमंत्री अमित शाह के आव्हान पर मध्य प्रदेश सरकार भी नक्सलवाद को जड़ से उखाड़ फेंकने के लिए कृत संकल्पित है। इसके लिए जंगलों में केंद्रीय सुरक्षाबल सीआरपीएफ और कोबरा के जवानों द्वारा सघन सर्चिंग अभियान चलाया जा रहा है। इसी दौरान बालाघाट में गत दिवस हुई मुठभेड़ में हॉक फोर्स का एक जवान शिव कुमार शर्मा घायल हुआ, जिसका गोंदिया के अस्पताल में इलाज चल रहा है। सर्चिंग ऑपरेशन जंगलों में जारी है। श्री सक्सेना ने कहा है कि बालाघाट में मुठभेड़ में घायल हुए जवान के प्रति मुख्यमंत्री डॉक्टर मोहन यादव ने संवेदना जताई है।

आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड
(आरईसी लिमिटेड के पूर्ण स्वामित्व की सहायक कंपनी)

वैश्विक आमंत्रण (इलेक्ट्रॉनिक बोली के माध्यम से)

टैरिफ के जरिए प्रतियोगिता बोली (टीबीसीबी) प्रक्रिया के माध्यम से 01 (एक) अंतः राज्यीय पारेषण परियोजना के निर्माण, स्वामित्व, प्रचालन और हस्तांतरण (बीओओटी) 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 परियोजना 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 वेबसाइटस **www.recindia.nic.in** तथा **www.recpdcl.in** पर 18.11.2024 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 (18.11.2024 से प्रस्ताव जमा करने की तिथि से एक दिन पहले तक) हमारी वेबसाइटस **www.recindia.nic.in** और **www.recpdcl.in** पर उपलब्ध परियोजना के आरएफपी दस्तावेज में दिए गए विवरण के अनुसार 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 हैं।

आरएफपी दस्तावेज हमारी वेबसाइटस **www.recindia.nic.in** तथा **www.recpdcl.in** से भी डाउनलोड किया जा सकता है। तथापि, ऐसे मामले में इच्छुक पार्टी आरएफपी दस्तावेज में दिए गए विवरण के अनुसार अप्रतिदेय गैर–वापसी योग्य शुल्क (₹ 5,00,000/- (पांच लाख रुपए केवल) या $7000 (यूएस डालर सात हजार केवल) + 18% जीएसटी) का उसके भुगतान करने पर ही आरएफपी के उत्तर में प्रस्ताव जमा कर सकते हैं। 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 बदलने की अंतिम तिथि	आरएफपी के उत्तर में प्रस्ताव जमा की अंतिम तिथि	आरएफपी प्रस्ताव खोलने का दिनांक
1.	मेसर्स महान एनर्जन लिमिटेड (एमईएल) के प्रस्तावित 2×800 मेगावाट ताप विद्युत परियोजना से स्टेट ट्रांसमिशन यूटिलिटी के नेटवर्क द्वारा 1230 मेगावाट (एमपीपीएमसीएल का हिस्सा) विद्युत के निकासी हेतु अंतः राज्यीय पारेषण परियोजनाओं का निर्माण	09.12.2024	21.01.2025, 1500 बजे तक (भा.मा.स.)	21.01.2025 को 1530 बजे (भा.मा.स.)

बोली में सभी शुद्धिपत्र, अनुरोध, संशोधन, समय बढ़ाना आदि हमारी वेबसाइटस **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, 7, लोधी रोड, नई दिल्ली–110003, भारत

बोली प्रक्रिया समन्वयक: आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड
पहलकर्ता: विद्युत मंत्रालय, भारत सरकार
पहलकर्ता भागीदार: केंद्रीय विद्युत प्राधिकरण

ऊर्जा ही जीवन है, इसे बचाएं। Give a missed call on toll free number 18002003004 to get our Apps

33 साल पहले जाति प्रमाणपत्र गलत बता बर्खास्तगी का आदेश किया रद्द

भास्कर न्यूज इंदौर|हाई कोर्ट की इंदौर खंडपीठ ने नया डिजिटल जाति प्रमाण पत्र जमा करने में विफल रहने पर जीवन बीमा निगम के एक विकास अधिकारी के बर्खास्तगी आदेश को रद्द कर दिया। न्यायालय ने माना कि पुराने रिकॉर्ड की अनुपलब्धता मात्र से उस प्रमाणपत्र को अमान्य नहीं किया जा सकता जिसे नियुक्ति के समय पहले ही सत्यापित किया जा चुका था। न्यायालय ने इस बात पर जोर दिया कि नया डिजिटल प्रमाणपत्र प्राप्त करने में प्रक्रियात्मक देरी के कारण किसी कर्मचारी को बर्खास्त करना मनमाना निर्णय था।याचिकाकर्ता मनोज वर्मा को 12 सितंबर 1992 को एलआईसी में विकास अधिकारी के रूप में नियुक्त किया गया था। उन्होंने जाति प्रमाण पत्र प्रस्तुत किया था जिसे नियुक्ति के समय विधिवत सत्यापित किया गया था। 2002 में, एक शिकायत दर्ज की गई कि वर्मा का जाति प्रमाण पत्र झूठा है। विभागीय कार्यवाही के दौरान एलआईसी ने 3 जनवरी 2014 को जारी एक परिपत्र के अनुसार, अपडेटेड डिजिटल जाति प्रमाण पत्र प्रस्तुत नहीं करने के लिए वर्मा को बर्खास्त कर दिया।

विधिवत सत्यापित था प्रमाण पत्र|वरिष्ठ वकील एके सेठी ने तर्क दिया कि 1990 में जारी मूल जाति प्रमाण पत्र वैध था और विधिवत सत्यापित किया गया था।

Wahan Transmission Limited

Bhaskar – Ratlam 19.11.2024

दैनिक भास्कर रतलाम

कार्रवाई • पुलिस ने 40 लीटर ऑइल और 75 लीटर शराब के साथ एक गाड़ी जब्त की

रतलाम, धार व उज्जैन जिले से ट्रांसफार्मर का ऑइल चुराने वाली गैंग पकड़ाई, सरगना समेत 5 गिरफ्तार

भास्कर संवाददाता | रतलाम

रतलाम, धार व उज्जैन जिले से ट्रांसफार्मर का ऑइल चुराने वाली गैंग के सरगना समेत 5 सदस्यों और ऑइल खरीदने वाले को बिलपांक थाना पुलिस ने गिरफ्तार किया है। गैंग से ट्रांसफार्मर का 40 लीटर ऑइल और 75 लीटर कच्ची शराब के साथ एक टवेरा गाड़ी जब्त की है। जिले के अलग-अलग थाना क्षेत्र में लगातार ट्रांसफार्मर से ऑइल चोरी की घटनाएं बढ़ गई थीं।

ट्रांसफार्मर से ऑइल चोरी को लेकर बिलपांक थाने में 3, नामली, औद्योगिक क्षेत्र थाना रतलाम व शिवगढ़ थाने में 1-1 केस दर्ज किए गए थे। किसानों ने बताया कि गैंग के सदस्य रात में ट्रांसफार्मर को खोलकर उसमें से ऑइल निकालकर ले जाते हैं। इससे ट्रांसफार्मर बंद हो जाता है और सिंचाई में परेशानी होती है। एसपी अमित कुमार के निर्देश और एएसपी राकेश खाखा के मार्गदर्शन में बिलपांक टीआई अयूब खान ने टीम का गठन कर ट्रांसफार्मर से ऑइल चुराने वालों को पकड़ने के प्रयास शुरू किए थे। टीम को सूचना मिली कि ट्रांसफॉर्मर से ऑइल चुराने वाली गैंग का सरगना राकेश भाटी व उसके साथी टवेरा गाड़ी से सिनोद की तरफ से आने वाले हैं। टीम ने सिनोद रोड पर पहुंचकर घेराबंदी कर टवेरा गाड़ी जीजे 23 एच 8192 रोकी। इसमें 2 केन में कच्ची हाथ भट्टी की जहरीली शराब और एक केन में ट्रांसफार्मर का ऑइल मिला। पुलिस ने आरोपी राकेश (35) पिता दशरथ भाटी निवासी चौराना, दिलीप (24) पिता गिरधारी डामर निवासी जिबरीपाड़ा जिला धार, नंदू उर्फ नंदकिशोर (25) पिता रमेश चौहान निवासी ओरड़ी जिला उज्जैन, कृष्णा (23) पिता प्रकाश मुनिया निवासी भेड़ावद जिला उज्जैन, गौरीशंकर (45) पिता किशन गिरवाल निवासी ग्राम बीरपाड़ा जिला रतलाम को गिरफ्तार किया। गैंग के सरगना राकेश भाटी ने बताया कि केन में भरा ट्रांसफार्मर का ऑइल बदनावर रोड के पास स्थित डीपी से चुराया है। ऑइल चोरी के साथ आबकारी एक्ट में केस दर्ज किया गया है। जब्त शराब की कीमत 5 हजार और ऑइल की कीमत 16 हजार रुपए है।

पुलिस गिरफ्त में ट्रांसफार्मर से ऑइल चुराने वाले आरोपी।

चोरी का ऑइल खरीदने वाला वसीम भी गिरफ्तार

आरोपियों से पूछताछ के बाद पुलिस ने चोरी का ऑइल खरीदने वाले वसीम शाह उर्फ गोलू (28) पिता अब्दुल हक निवासी बदनावर जिला धार को भी गिरफ्तार किया। गिरोह का सरगना राकेश पहले भी ट्रांसफार्मर ऑइल, पंचायतों से एलसीडी सहित अन्य चोरियों में गिरफ्तार हो चुका है। यह गैंग बनाकर चोरियां करता हैं। आरोपियों ने रतलाम, उज्जैन, धार में किसानों के खेतों में लगे ट्रांसफार्मर से रात में ऑइल चोरी करना स्वीकार किया है। इनके पास से ट्रांसफार्मर खोलने के औजार भी जब्त किए गए हैं। आरोपियों की गिरफ्तारी में प्रधान आरक्षक ईश्वरसिंह, आरक्षक माखनसिंह, हेमंत यादव, संजय सोनी, पप्पूसिंह व साथबर सेल रतलाम के प्रभारी मनमोहन शर्मा, मयंक व्यास की भूमिका रही।

संगीतमय भागवत कथा का समापन आज, बांटी जाएगी प्रसादी

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दीनदयाल नगर स्थित अंगीरा धाम में श्रीमद भागवत कथा चल रही है। पिपलौदी आश्रम के पीठाधीश्वर पं. राजेश नागर द्वारा संगीतमय भागवत कथा का वाचन किया जा रहा है। उन्होंने कहा कि बेटी के बगैर संसार सुना है लेकिन बेटा एवं बेटी दोनों आवश्यक है। दोनों में मतभेद नहीं करना चाहिए। कथा के दौरान ईश्वरलाल, सुभाषचंद्र, रमेशचंद्र, रितेश, धर्मेंद्र, अशोक, दिनेश, जितेंद्र आदि मौजूद थे। कथा के आयोजक रावल परिवार भाटपचलाना है। कथा का समापन मंगलवार को होगा और आरती कर प्रसादी बांटी जाएगी।

एडल्ट न्यूट्रिशन पर हुई कार्यशाला

भास्कर संवाददाता | रतलाम

पोषण और स्वास्थ्य को लेकर ग्लोबल व्हील फाउंडेशन और आईआईटी मुंबई स्वास्थ्य विभाग के साथ मिलकर प्रशिक्षण दे रहे हैं। इस क्रम में सोमवार को कलेक्ट्रेट सभाकक्ष में एडल्ट न्यूट्रिशन विषय पर कार्यशाला हुई। इसमें आईआईटी मुंबई की डॉ. रूपल दलाल ने डायबिटीज, ब्लड प्रेशर, स्ट्रोक जैसी बीमारियों के कारण और निवारण के बारे में बताया। साथ ही इससे बचने के लिए रोजमर्रा की दिनचर्या में किए जाने वाले शारीरिक और खानपान के बदलाव की जानकारी दी। कलेक्टर राजेश बाथम, सीईओ जिला पंचायत श्रृंगार श्रीवास्तव, निगम आयुक्त हिमांशु भट्ट, जिला कार्यक्रम अधिकारी महिला एवं बाल विकास विभाग रजनीश सिन्हा, सिविल सर्जन डॉ. एमएस सागर समेत अन्य विभाग प्रमुख मौजूद रहे।

आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड
(आरईसी लिमिटेड की पूर्ण स्वामित्व की सहायक कंपनी)

वैश्विक आमंत्रण (इलेक्ट्रॉनिक बोली के माध्यम से)

टैरिफ के जरिए प्रतियोगिता बोली (टीबीसीबी) प्रक्रिया के माध्यम से 01 (एक) अंतः राज्यीय पारेषण परियोजना के निर्माण, स्वामित्व, प्रचालन और हस्तांतरण (बीओओटी) 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 परियोजना 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 वेबसाइटस www.recindia.nic.in तथा www.recpdcl.in पर 18.11.2024 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 (18.11.2024 से प्रस्ताव जमा करने की तिथि से एक दिन पहले तक) हमारी वेबसाइटस www.recindia.nic.in और www.recpdcl.in पर उपलब्ध परियोजना के आरएफपी दस्तावेज में दिए गए विवरण के अनुसार 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 हैं।

आरएफपी दस्तावेज हमारी वेबसाइटस www.recindia.nic.in तथा www.recpdcl.in से भी डाउनलोड किया जा सकता है। तथापि, ऐसे मामले में इच्छुक पार्टी आरएफपी दस्तावेज में दिए गए विवरण के अनुसार 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 लक्षर में प्रस्ताव जमा कर सकते हैं। 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 दिनांक
1.	मेसर्स महान एनर्जन लिमिटेड (एमईएल) के प्रस्तावित 2x800 मेगावाट ताप विद्युत परियोजना से स्टेट ट्रांसमिशन यूटिलिटी के नेटवर्क द्वारा 1230 मेगावाट (एमपीपीएमसीएल का हिस्सा) विद्युत के निकासी हेतु अंतः राज्यीय पारेषण परियोजनाओं का निर्माण	09.12.2024	21.01.2025, 1500 बजे तक (भा.मा.स.)	21.01.2025 को 1530 बजे (भा.मा.स.)

बोली में सभी शुद्धिपत्र, अनुवर्ती संशोधन, समय बढ़ाना आदि हमारी वेबसाइटस 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, 7, लोधी रोड, नई दिल्ली–110003, भारत

बोली प्रक्रिया समन्वयक: आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड
पालकर्ता: विद्युत मंत्रालय भारत सरकार
पालकर्ता सहयोगी: केंद्रीय विद्युत प्राधिकरण

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candidates.

BSP chief Mayawati is yet to attend any public meeting or rally in favour of any candidate in any of these nine seats. Even Mayawati's nephew and senior office bearer Akash Anand and former Rajya Sabha MP Satish Chandra Mishra are yet to come out to create an atmosphere in favour of party candidates.

Mishra, however, has asserted that his party is fighting very strongly in the bypolls. "The BSP is fighting very strongly in the bypolls being held on nine seats in Uttar Pradesh under the leadership of behen Mayawati ji.

And I appeal to the people that if they join BSP, they will move forward and will also remain safe. If they stay away from BJP and SP, they will remain safe," he said on X on Friday.

elephants invading their agricultural fields and village roads, following which they have stopped venturing out alone.

Similarly, at Missirpur village, elephants are ravaging agricultural fields, leaving the farmers perturbed.

The villages affected by the intrusion of pachyderms include Gadowali, Missarpur, Kishanpur, Bahadarpur Jat, Jagjeetpur, Panjanhedi, Katarpur, Jeopata, Chandpur, Ranimajra, Bishanpur Kundu, Pathri, Katarpur, Laldhang and Shyampur areas.

"Almost on a daily basis, elephants are intruding into agricultural fields, ravaging crops and ruining the just ploughed fields. Despite repeated complaints to the forest department, the issue has not been addressed. Farmers are quite perturbed due to regular intrusion of elephants," said social activist Ashu Chaudhary.

Local Missirpur-based farmer Braj Pal said, "At dusk, the elephants have been coming to the agricultural fields for the past few days. Their visits have instilled fear among the local villagers."

"We are keeping vigil after evening till the early hours of the morning to protect our agricultural fields. Besides braving the cold, windy nights, it is also unsafe and difficult for us to keep vigil as elephants can

The herd of elephants found on a recently ploughed agricultural fi

WILD LIFE EXPERTS SAY ELEPHANT SPOTTING IN RESIDENTIAL AREAS, HIGHWAYS WILL RISE WITH ONSET OF WINTER

emerge from any side in the dark. We demand stone walls or solar fencing from other side of the Ganga, so that the elephants cannot intrude into the villages and also destroy our agricultural fields," said another farmer, Vikas Saini.

Residents of Rajlok Colony have recently written to the district magistrate regarding the safety of residents in the wake of sharp rise in elephant movements inside the residential colony recently.

"On a daily basis, elephants are entering our colonies, which is quite unsafe for the residents, including school-going children, senior citizens, morning walkers, office goers, traders and farmers. Often the forest department personnel reach after the elephants have returned. Several footages of elephants in the past two weeks have been recorded on CCTV cameras," said Vipin Gupta, a resident of Raj Lok Colony.

However, forest ranger Shailendra Singh Negi denied the allegations and said, "As soon as our control room receives alerts regarding movement of elephants, forest personnel are sent to the location. The team of forest department personnel return only after elephants are shooed back into the forest and safety of residents is ensured."

Meanwhile, keeping in view the sharp rise in elephant movement, the forest department is now opting for a long-term plan

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The bidders may obtain the RFP documents on all working days between 1030 hours (IST) to 1600 hours (IST) from 18.11.2024 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 as per details provided in the 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 as per details provided in the 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
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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 and Consultancy Limited
An Initiative of: Ministry of Power, Government of India
Initiative Partner: Central Electricity Authority

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'Wives at greater fin in matrimonial proc

Manoj Kumar Singh
letterschd@hindustantimes.com

HC OBSERVED A HUSBAND'S OBLIGATION TO MAINTAIN HIS WIFE ARISES UPON MARRIAGE, WHILE OBLIGATION TO KIDS ARISES AT THEIR BIRTH

LUCKNOW: The Lucknow bench of the Allahabad high court observed that in matrimonial proceedings, wives and children often face greater financial crises compared to husbands, as they have limited support from family or income.

Their situation is frequently exploited by the husband, making it difficult for them to navigate such proceedings.

A division bench comprising Justice Vivek Chaudhary and Justice Om Prakash Shukla passed the judgment on November 11, 2024, while dismissing an appeal filed by a husband challenging an order passed by the additional principal judge, family court, Lucknow, under Section 24 of the Hindu Marriage Act, 1955. The order directed him to pay a one-time amount of Rs. 50,000 as "legal activities (litigation expenses)" to his wife.

The husband was also directed to pay a one-time sum of Rs 10,000 as litigation costs and Rs 500 per hearing within 30 days from the date of the order.

The family court issued this order in September 2024 on the application filed by the wife seeking pendent lite maintenance in relation to the divorce suit filed by the husband under Section 13 of the Hindu Marriage Act, 1955.

Challenging the family court order, the husband's counsel

Mahan Transmission Limited

HT - Haryana 18.11.2024

14/18/11 Mint – Kolkata
18.11.2024

(20)

GAIL (India) Limited
(A Government of India Undertaking)

NOTICE TO SHAREHOLDERS

Notice is hereby given to the Shareholders of GAIL (India) Limited ("the Company") whose shares are due for transfer to Investor Education and Protection Fund (IEPF) in accordance with the section 124(6) ("the Provisions") and Rule 6(3)(a) of the Investor Education and Protection Fund Authority (Accounting, Audit, Transfer and Refund) Rules, 2016 ("the Rules").

As per the provisions, all the shares in respect of which dividend(s) remained unpaid or unclaimed for seven consecutive years or more shall be transferred to IEPF. In this regard, Company has completed the posting of specific communications to the concerned shareholders whose dividend(s) have not been paid or claimed for seven consecutive years, at their latest available address with the Depository / R&TA mentioning complete details of the shares due for transfer into IEPF. The brief particulars are as under:

Dividend (Year)	Date of declaration	Last date for claiming Dividend	Transfer of Shares to IEPF Account
Interim (2017-18)	12th January, 2018	11th February, 2025	Before 11th March, 2025
Final (2017-18)	11th September, 2018	10th October, 2025	Before 10th November, 2025

To know the details of such shareholders please refer https://www.gailonline.com/IZInvestorInformation.html

Shareholders who have not claimed their dividend during the period of the last seven consecutive years, can write to the Company at the Registered office (or email at shareholders@gail.co.in) or to our Registrar and Share Transfer Agent (Address: MCS Share Transfer Agent Limited, Unit: GAIL (India) Limited, 1st Floor, F-65, Okhla Industrial Area, Phase-1, New Delhi-110020 or email at admin@mcsregistrars.com) for further details and for making a valid claim of the unclaimed dividend lying with the Company on or before 11th February, 2025 (for Interim Dividend 2017-18) and on or before 10th October,2025 (for Final Dividend 2017-18) failing which the relevant shares will be transferred to IEPF.

Subsequent to the date(s) mentioned above, the concerned shareholders can claim the said shares along with the dividend(s) from IEPF in accordance with the procedure and on submission of such documents as prescribed in the IEPF rules, 2016. Shareholders can also refer to the details available on www.iepf.gov.in

Claimant(s) are advised to approach the company for issue of Entitlement Letter along with all the required document(s) before filing of claim(s) with the IEPF Authority.

For GAIL (India) Limited
Sd/-
(Mahesh Kumar Agarwal)
Company Secretary

Place: New Delhi
Date: 18.11.2024
Email: shareholders@gail.co.in
Website: www.gailonline.com

Regd. Office: 16, Bhikaji Cama Palace, R.K. Puram, New Delhi- 110066
Ph.: 011-26182955, Fax: 011-26185941, (CIN: L40200DL1984GOI018976)

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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 01 (ONE) INTRA – STATE TRANSMISSION PROJECT

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 project 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. 18.11.2024.

The bidders may obtain the RFP documents on all working days between 1030 hours (IST) to 1600 hours (IST) from 18.11.2024 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 as per details provided in the RFP documents available on the websites www.recpdcl.in & www.recindia.nic.in

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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 and Consultancy Limited
An Initiative of: Ministry of Power, Government of India
Initiative Partner: Central Electricity Authority

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GOVERNMENT OF WEST BENGAL

NOTICE INVITING TENDER
e-RFP No- WBIW/SE/SWMEC/RFP-02(e)/2024-25

Above mentioned e-Tender is hereby invited by the undersigned from eligible contractors having sufficient credential and financial capacity for Replacement of Gate No. 33 & 34 with new shutters without depending of Durgapur Barrage & Special repair and maintenance of 02(two) nos emergency floating gates along with necessary replacement of valves including painting over river Damodar at Block & P.S. Barjora, District- Bankura. Tender Id.: 2024_IWD_769210_1. Last date of online submission of the bid: 09.12.2024, 11:30 A.M. The other details may be seen from the website https://www.wbtenders.gov.in and https://www.wbiwd.gov.in and also from office of the undersigned on any working days. Sd/- Superintending Engineer, SWM&EC, I & WDte.

ICA- T20587(2)/2024

JHARKHAND STATE CRICKET ASSOCIATION

JSCA invites Offers for Painting of structural members of Membrane Roofs in J.S.C.A. International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi.

For details visit website
www.cricjharkhand.org
C.E.O., JSCA.

Mahan Transmission Limited

MANIPUR POLICE HOUSING CORPORATION LTD.
(A GOVT. OF MANIPUR UNDERTAKING)
IMPHAL, MANIPUR

NOTICE INVITING e-Tender

The Executive Engineer - IV, MPHC Ltd. Imphal, invites on behalf of the Managing Director, MPHC Ltd. online item rate bids in two bid system for the following work.

No.e-tender 03/EE-IV/MPHC/2024-25 dated 13/11/2024.

Name of Work:- "Construction of Tungjoy Police Station, Senapati District for the Year 2024-25 [SH: (a) 40 S.M.Barrack with attached Toilet Block – 1 No.; SH: (b) 30 S.M.Barrack with attached Toilet Block – 1 No. and (c) Ground Sump of 15000 Litre Capacity & Elevated Plateform – 1 No.]",

Estimated Cost:- Rs. 1,41,57,802/-

Period of completion : 8 (eight) months.

Last date of submission of bid: 1300 hrs. of 28/11/2024.

The bid forms and other details can be obtained from the website www.manipurtenders.gov.in

Sd/-

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 01 (ONE) INTRA – STATE TRANSMISSION PROJECT

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The bidders may obtain the RFP documents on all working days between 1030 hours (IST) to 1600 hours (IST) from 18.11.2024 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 as per details provided in the RFP documents available on the websites www.recpdcl.in & www.recindia.nic.in.

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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 and Consultancy Limited
An Initiative of: Ministry of Power, Government of India
Initiative Partner: Central Electricity Authority

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GAIL (India) Limited
(A Government of India Undertaking)

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Final (2017-18)	11th September, 2018	10th October, 2025	Before 10th November, 2025

To know the details of such shareholders please refer https://www.gailonline.com/IZInvestorInformation.html

Shareholders who have not claimed their dividend during the period of the last seven consecutive years, can write to the Company at the Registered office (or email at shareholders@gail.co.in) or to our Registrar and Share Transfer Agent (Address: MCS Share Transfer Agent Limited, Unit: GAIL (India) Limited, 1st Floor, F-65, Okhla Industrial Area, Phase-1, New Delhi-110020 or email at admin@mcsregistrars.com) for further details and for making a valid claim of the unclaimed dividend lying with the Company on or before 11th February, 2025 (for Interim Dividend 2017-18) and on or before 10th October,2025 (for Final Dividend 2017-18) failing which the relevant shares will be transferred to IEPF.

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Claimant(s) are advised to approach the company for issue of Entitlement Letter along with all the required document(s) before filing of claim(s) with the IEPF Authority.

For GAIL (India) Limited
Sd/-
(Mahesh Kumar Agarwal)
Company Secretary

Place: New Delhi
Date: 18.11.2024
Email: shareholders@gail.co.in
Website: www.gailonline.com

Regd. Office: 16, Bhikaji Cama Palace, R.K. Puram, New Delhi- 110066
Ph.: 011-26182955, Fax: 011-26185941, (CIN: L40200DL1984GOI018976)

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GOVERNMENT OF WEST BENGAL

Finance Department
12th Floor, Nabanna
325, S.C. Road, Howrah - 711102

No. 1724-F.T. **Date: 14.11.2024**

APPOINTMENT TO THE POST OF TECHNICAL MEMBER (STATE), GST APPELLATE TRIBUNAL, WEST BENGAL, SIKKIM, ANDAMAN NICOBAR ISLANDS BENCH

Applications are invited for appointment to 02 (two) posts of Technical Member (State) in GST Appellate Tribunal in West Bengal, Sikkim and Andaman and Nicobar Islands State Benches. Details of vacancy, eligibility criteria and other particulars are available on websites of Directorate of Commercial Taxes, West Bengal (https://www.wbcomtax.gov.in), Finance Department (https://finance.wb.gov.in) and website of Calcutta High court (https://www.calcuttahighcourt.gov.in)

Sd/-
(P.K. Mishra)
Member Secretary,
Search-cum-Selection Committee
Additional Chief Secretary,
Finance Department

ICA- N 521(4)/2024

JHARKHAND STATE CRICKET ASSOCIATION

JSCA invites Offers for Painting of structural members of Membrane Roofs in J.S.C.A. International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi.

For details visit website
www.cricjharkhand.org

C.E.O., JSCA.

GOVERNMENT OF WEST BENGAL

NOTICE INVITING TENDER
e-RFP No- WBIW/SE/SWMEC/RFP-02(e)/2024-25

Above mentioned e-Tender is hereby invited by the undersigned from eligible contractors having sufficient credential and financial capacity for Replacement of Gate No. 33 & 34 with new shutters without depending of Durgapur Barrage & Special repair and maintenance of 02(two) nos emergency floating gates along with necessary replacement of valves including painting over river Damodar at Block & P.S. Barjora, District-Bankura. Tender Id.: 2024_IWD_769210_1. Last date of online submission of the bid: 09.12.2024, 11:30 A.M. The other details may be seen from the website https://www.wbtenders.gov.in and https://www.wbiwd.gov.in and also from office of the undersigned on any working days. Sd/- Superintending Engineer, SWM&EC, I & W Dte.

ICA- T20587(2)/2024

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Mint – Delhi 18.11.2024

Mahan Transmission Limited

Rec 18/11

identify complex patterns and construct detailed intelligence that can be used to improve their operations.

The US government is its largest client. Agencies from the CIA and National Security Agency to the armed forces and police have deployed its systems to track down terrorists, stop hackers, deport illegal immigrants and charge financial fraudsters. Its technology was used to kill al-Qaeda leader Osama bin Laden, distribute the Covid-19 vaccines and convict financier Bernard Madoff.

Investors are betting that Palantir is well positioned for higher government spending on defence under Trump.

"[Palantir] has boomed under Biden and become a significant player through the Ukraine war and Israel," the person said. "The Trump thing is superficial perception; no one wants to speculate one way or the other."

Palantir reported a record net income of $144mn in the third quarter of this year, and forecast adjusted income for the fourth quarter of about $300mn.

The group was added to the S&P 500 in September, enabling it to be included in index-tracking funds held by institutional investors.

Additional reporting by Nicholas Megaw in New York

54

tion for prime real estate among luxury brands. 60

Top rents that landlords can charge retailers on the street have jumped 11 per cent in a year to €20,000 a square metre annually, the highest headline rent for shops in any of the 138 global retail destinations tracked by real estate group Cushman & Wakefield.

It is the first European city to top the list in 34 years.

Milan has seen an influx of high-spending tourists as well as a wave of relocations from abroad as

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 01 (ONE) INTRA – STATE TRANSMISSION PROJECT

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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
Ministry of Power
Government of India

Initiative Partner
Central Electricity Authority

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Financial Times – Global
21.11.2024

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chief executive
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names such as Vol
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For a long time,
Swedish tech start-
Skype was bought b

STANDARD SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT

FOR

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

FOR

DEVELOPMENT OF INTRA-STATE TRANSMISSION SYSTEM

FOR

EVACUATION OF 1230MW POWER (MPPMCL PORTION) THROUGH STU NETWORK FROM PROPOSED 2X800MW THERMAL POWER PROJECT OF M/S MAHAN ENERGEN LTD. (MEL)

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: satyabhan.sahoo@recpdcl.in, tbcb@recpdcl.in

Mahan Transmission Limited

18.11.2024

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 "Development of Intra-State Transmission System for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" 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 Madhya Pradesh vide its notification no. 6395/2195283/2024/XIII dated 28.08.2024 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 "**Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)**" 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 "**Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)**" (hereinafter referred to as 'Project') on build, own, operate & transfer basis and to provide transmission service:

Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1 (i)	**Construction works of 400/220/132 kV Substation at Rewa (Sagra)** **(2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor)** • 500 MVA, 400/220kV ICT: 2 Nos. • 200 MVA, 220/132kV ICT: 2 Nos. • 125 MVAR 420 kV Switchable Bus Reactor: 1 No. • 400kV ICT Bay-02 Nos. • 400 kV Line Bay: 4 Nos. • 400 kV Bus Reactor Bay: 1 No. • 220 kV Line Bay: 6 Nos. • 132 kV Line Bay: 8 Nos.	25.10.2026

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	• 220 kV ICT Bay: 4 Nos. • 132 kV ICT bay: 2 Nos. • 400 kV Bus Coupler bay: 1 No. and 400 kV Transfer Bus Coupler bay: 1 No. • 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No. • 132 kV Transfer Bus Coupler bay: 2 No. • 220 kV Bus Sectionalizer: One set • 132 kV Bus Sectionalizer: One set **Future Provisions: Space for** • 400kV ICT Bay-03 Nos. • 400 kV Line Bay: 6 Nos. • 400 kV Bus Reactor Bay: 2 No. • 220 kV Line Bay: 10 Nos. • 132 kV Line Bay: 10 Nos. • 220 kV ICT Bay: 6 Nos. • 132 kV ICT bay: 3 Nos.	
(ii)	PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line (Quad Moose) • 400 kV Line Bay: 2 Nos. at PTEMPL (MEL) Switchyard for termination of PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line • 80MVAR, 420kV Switchable Line Reactor on each circuit at Rewa (Sagra) end: 2 No.	
(iii)	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S/ s	
(iv)	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line • 220 kV Line Bay: 2 Nos. at Kotar 220 kV Substation for termination of Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line	
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector) • 132 kV Line Bay: 2 Nos. at Rewa (Sagra) (MPPTCL) 132kV Substation for termination of Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line	
(vi)	Rewa (Sagra) 400kV -Rewa 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Rewa(MPPTCL) 132kV Substation for termination of Rewa (Sagra) 400kV -Rewa 132kV DCDS line • Modification works that may be required for construction of 132kV feeder bays at Rewa (MPPTCL) 132kV substation shall have to be	

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	arranged by TSP. Please refer clause 1.6.1.6 of the RFP.	
(vii)	LILO of both circuit of Rewa220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/ s	
2 (i)	**Construction works of 400/220/132 kV Substation at Amarpatan (2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor)** • 500 MVA, 400/220kV ICT : 2 Nos. • 200 MVA, 220/132kV ICT: 2 Nos. • 125 MVAR 420 kV Switchable Bus Reactor: 1 No. • 400kV ICT Bay- 2 Nos. • 400 kV Line Bay: 2 Nos. • 400 kV Bus Reactor Bay: 1 No. • 220 kV Line Bay: 4 Nos. • 132 kV Line Bay: 8 Nos. • 220 kV ICT Bay: 4 Nos. • 132 kV ICT bay: 2 Nos. • 400 kV Bus Coupler bay: 1 No. and 400 kV Transfer Bus Coupler bay: 1 No. • 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No. • 132 kV Transfer Bus Coupler bay: 2 No. • 220 kV Bus Sectionalizer: One set • 132 kV Bus Sectionalizer: One set **Future Provisions: Space for** • 400kV ICT Bay-03 Nos. • 400 kV Line Bay: 6 Nos. • 400 kV Bus Reactor Bay: 2 No. • 220 kV Line Bay: 10 Nos. • 132 kV Line Bay: 10 Nos. • 220 kV ICT Bay: 6 Nos. • 132 kV ICT bay: 3 Nos.	25.04.2027
(ii)	Rewa (Sagra) 400kV - Amarpatan 400kV DCDS line (Quad Moose) • 400 kV Line Bay: 2 Nos. at Amarpatan Substation for termination of Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad Moose)	
(iii)	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s	
(iv)	Amarpatan 400kV – Amarpatan (MPPTCL) 132kV DCDS line (Interconnector)	

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	• 132 kV Line Bay: 2 Nos. at Amarpatan (MPPTCL) 132kV Substation for termination of Amarpatan400 - Amarpatan 132kV DCDS line • The land for construction of 2 Nos. 132kV bays at Amarpatan 132kV substation of MPPTCL shall have to be arranged by the TSP. The land should be of specific size, shape and adjacent to 132kV switchyard of the existing substation at Amarpatan.	
(v)	Amarpatan 400kV - Satna -II 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Satna -II Substation for termination of Amarpatan 400kV -Satna -II 132kV DCDS line	
(vi)	Amarpatan 400kV -Rampur Baghelan 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Rampur Baghelan Substation for termination of Amarpatan 400kV - Rampur Baghelan 132kV DCDS line	
(vii)	Amarpatan 400kV - Unchehra 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Unchehra Substation for termination of Amarpatan 400kV -Unchehra 132kV DCDS line	

Note:

i) *For the bays to be constructed in the premises of MPPTCL, the design and specification shall be as per the design and specifications of MPPTCL. Successful bidder (TSP) to pay the design and engineering charges to MPPTCL for proving the relevant drawings/design and specifications. The operation and maintenance of these feeder bays shall be done by MPPTCL at the cost of the TSP as per 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.*

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

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

   The Mahan Transmission Limited, 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 (including bays constructed at MPPTCL substations) along with land, right of way and clearances to an agency as decided by the Government of Madhya Pradesh 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 Madhya Pradesh shall be entitled to take over the project assets Suo moto.

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

8. **Transmission Charges**: The Transmission Charges shall be payable by the Long Term Transmission Customer 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

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the RFP document. All those interested in purchasing the RFP document may respond in writing to Chief Executive Officer, satyabhan.sahoo@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 20.01.2025. 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 18.11.2024 to 20.01.2025 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 1500 hours (IST) on 21.01.2025. Technical Bid will be opened by the Bid Opening Committee on the same day at 1530 hours (IST) in the office of MPPTCL, 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

Mahan Transmission Limited

(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4,
Sec – 29 Gurugram – 122 001
Email: satyabhan.sahoo@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.

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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 Eighteen Crore and Seventy Eight Lakh (Rs. 18.78 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

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notified by the Government of Madhya Pradesh, 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 Madhya Pradesh 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 Customer" shall have the meaning as described in MPERC (Terms & Conditions for Determination of Transmission Tariff) (REVISION - V), REGULATIONS, 2024 {RG-28(V) OF 2024} as amended from time to time, and for the purpose of this Project, shall refer to the entities listed in Annexure-23 of this RFP or any such other person who executes a Supplementary Agreement for availing transmission service as per the provisions of the Transmission Service Agreement;

"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;

"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 "MPERC" shall mean the Madhya Pradesh Electricity Regulatory Commission constituted under Section-82 of The Electricity Act, 2003 and any successors and assigns;

"State Government" shall mean the Government of Madhya Pradesh;

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"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, Mahan Transmission Limited and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the Mahan Transmission Limited 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 Mahan 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 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 quoted by Selected Bidder and adopted by the State Commission, and as computed in terms of the provisions of Schedule 4 of the TSA, payable to the Licensee by the Long Term Transmission Customer as per provisions of Transmission Service Agreement;

"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 Customer 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 Mahan Transmission Limited 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 Madhya Pradesh vide its notification no. 6395/2195283/2024/XIII dated 28.08.2024 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 **"Development of Intra-State "Transmission System for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)"** through tariff based competitive bidding process.

The BPC hereby invites Bids from all prospective Bidders in accordance with this Request for Proposal (RFP) to select prospective Transmission Service Provider (TSP) in accordance with the "Tariff Based Competitive-Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under Section – 63 of the Electricity Act. The BPC shall select the Bidder having the prescribed technical and financial capability to become TSP and be responsible for establishing the Project in the state of Madhya Pradesh. The TSP will make the Project available against payment of Transmission Charges, as adopted by the 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 **"Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)"** (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 (i)	**Construction works of 400/220/132 kV Substation at Rewa (Sagra)** **(2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor)** • 500 MVA, 400/220kV ICT: 2 Nos. • 200 MVA, 220/132kV ICT: 2 Nos. • 125 MVAR 420 kV Switchable Bus Reactor: 1 No. • 400kV ICT Bay-02 Nos. • 400 kV Line Bay: 4 Nos. • 400 kV Bus Reactor Bay: 1 No. • 220 kV Line Bay: 6 Nos. • 132 kV Line Bay: 8 Nos. • 220 kV ICT Bay: 4 Nos. • 132 kV ICT bay: 2 Nos.	25.10.2026

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	• 400 kV Bus Coupler bay: 1 No. and 400 kV Transfer Bus Coupler bay: 1 No. • 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No. • 132 kV Transfer Bus Coupler bay: 2 No. • 220 kV Bus Sectionalizer: One set • 132 kV Bus Sectionalizer: One set **Future Provisions: Space for** • 400kV ICT Bay-03 Nos. • 400 kV Line Bay: 6 Nos. • 400 kV Bus Reactor Bay: 2 No. • 220 kV Line Bay: 10 Nos. • 132 kV Line Bay: 10 Nos. • 220 kV ICT Bay: 6 Nos. • 132 kV ICT bay: 3 Nos.	
(ii)	PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line (Quad Moose) • 400 kV Line Bay: 2 Nos. at PTEMPL (MEL) Switchyard for termination of PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line • 80MVAR, 420kV Switchable Line Reactor on each circuit at Rewa (Sagra) end: 2 No.	
(iii)	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S / s	
(iv)	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line • 220 kV Line Bay: 2 Nos. at Kotar 220 kV Substation for termination of Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line	
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector) • 132 kV Line Bay: 2 Nos. at Rewa (Sagra) (MPPTCL) 132kV Substation for termination of Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line	
(vi)	Rewa (Sagra) 400kV -Rewa 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Rewa(MPPTCL) 132kV Substation for termination of Rewa (Sagra) 400kV -Rewa 132kV DCDS line • Modification works that may be required for construction of 132kV feeder bays at Rewa (MPPTCL) 132kV substation shall have to be arranged by TSP. Please refer clause 1.6.1.6 of the RFP.	

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
(vii)	LILO of both circuit of Rewa220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/ s	
2 (i)	**Construction works of 400/220/132 kV Substation at Amarpatan (2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor)** • 500 MVA, 400/220kV ICT : 2 Nos. • 200 MVA, 220/132kV ICT: 2 Nos. • 125 MVAR 420 kV Switchable Bus Reactor: 1 No. • 400kV ICT Bay- 2 Nos. • 400 kV Line Bay: 2 Nos. • 400 kV Bus Reactor Bay: 1 No. • 220 kV Line Bay: 4 Nos. • 132 kV Line Bay: 8 Nos. • 220 kV ICT Bay: 4 Nos. • 132 kV ICT bay: 2 Nos. • 400 kV Bus Coupler bay: 1 No. and 400 kV Transfer Bus Coupler bay: 1 No. • 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No. • 132 kV Transfer Bus Coupler bay: 2 No. • 220 kV Bus Sectionalizer: One set • 132 kV Bus Sectionalizer: One set **Future Provisions: Space for** • 400kV ICT Bay-03 Nos. • 400 kV Line Bay: 6 Nos. • 400 kV Bus Reactor Bay: 2 No. • 220 kV Line Bay: 10 Nos. • 132 kV Line Bay: 10 Nos. • 220 kV ICT Bay: 6 Nos. • 132 kV ICT bay: 3 Nos.	25.04.2027
(ii)	Rewa (Sagra) 400kV - Amarpatan 400kV DCDS line (Quad Moose) • 400 kV Line Bay: 2 Nos. at Amarpatan Substation for termination of Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad Moose)	
(iii)	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s	
(iv)	Amarpatan 400kV – Amarpatan (MPPTCL) 132kV DCDS line (Interconnector)	

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	• 132 kV Line Bay: 2 Nos. at Amarpatan (MPPTCL) 132kV Substation for termination of Amarpatan400 - Amarpatan 132kV DCDS line • The land for construction of 2 Nos. 132kV bays at Amarpatan 132kV substation of MPPTCL shall have to be arranged by the TSP. The land should be of specific size, shape and adjacent to 132kV switchyard of the existing substation at Amarpatan.	
(v)	Amarpatan 400kV - Satna -II 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Satna -II Substation for termination of Amarpatan 400kV -Satna -II 132kV DCDS line	
(vi)	Amarpatan 400kV -Rampur Baghelan 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Rampur Baghelan Substation for termination of Amarpatan 400kV -Rampur Baghelan 132kV DCDS line	
(vii)	Amarpatan 400kV - Unchehra 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Unchehra Substation for termination of Amarpatan 400kV -Unchehra 132kV DCDS line	

Note:

i) *For the bays to be constructed in the premises of MPPTCL, the design and specification shall be as per the design and specifications of MPPTCL. Successful bidder (TSP) to pay the design and engineering charges to MPPTCL for proving the relevant drawings/design and specifications. The operation and maintenance of these feeder bays shall be done by MPPTCL at the cost of the TSP as per 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.*

1.3 Project Description

The MP Power Management Company Limited (MPPMCL) has taken up Tariff Based Competitive Bidding (TBCB) process for procurement of 1230MW of electricity on long term basis from a new power station of 1320MW installed capacity to be setup in the State of Madhya Pradesh on Design, Build, Finance, Own and Operate(DBFOO) basis by sourcing fuel from allocated coal linkage under SHAKTI Policy of Govt. of India (GOI). After completion of bidding process, M/s Adani Power Ltd. (APL) was found to be the successful bidder. Subsequently, MPPMCL executed a Power Supply Agreement (PSA) on dated 12.03.2020 with M/s Pench Thermal Energy (MP) Limited (PTEMPL), the SPV of M/s Adani Power Ltd. As per terms & conditions of the PSA, the evacuation of contracted power from switchyard of power station of M/s Pench Thermal Energy (MP) Limited (PTEMPL)

is in the scope of power buying utility (i.e. MPPMCL). Further, vide the Supplementary tripartite agreement executed between MPPMCL, M/s PTEMPL & M/s Mahan Energen Ltd. (MEL) on dated 11.08.2023, transfer and assignment of original PSA has been made to MEL, as the power station is owned by M/s Mahan Energen Ltd. which is 100% owned subsidiary of M/s APL, similar to PTEMPL.

In context to above, M/s Mahan Energen Limited (MEL) had applied to MP-STU for connectivity with Intra-State Transmission System for the capacity of 1320MW (Gross) form its 1600MW (2x800 MW) power station planned at Singrauli and for evacuation of the balance 280MW (Gross) capacity, they have applied to Central Transmission Utility of India Ltd. (CTUIL) for connectivity through ISTS network.

Further, as per request made by MPPMCL to MPPTCL(MP-STU), the power evacuation system through intra-state network has been planned for drawl of MP Share of 1230MW (MPPMCL portion) from 2x800MW project of M/s MEL in consultation with CTUIL and Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL) has been evolved for the same.

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

The Mahan Transmission Limited, 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/bays land, right of way and clearances to an agency as decided by the Government of Madhya Pradesh 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 Madhya Pradesh shall be entitled to take over the project assets Suo moto.

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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 Energy Department, Government of Madhya Pradesh after acquisition of Mahan Transmission Limited. The approval shall be granted by Energy Department, Government of Madhya Pradesh 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.

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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 Mahan Transmission Limited, 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 Mahan Transmission Limited 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.

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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 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard, shall be eligible hereunder. Further, it is clarified that Procuring Entity as defined in orders shall deemed to have included Selected Bidder and/ or TSP.

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

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

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

(i) Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs. **939 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. 187.80 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).

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OR

(ii) Experience in construction of project in infrastructure sector: The Technically Evaluated Entity should have received aggregate payments not less than **Rs. 939 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. 187.80 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**. 375.60 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.

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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).

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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.

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

investigation has been launched and other relevant information should be disclosed while submitting the Bid.

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

2.2 Submission of Bid by the Bidder

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

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

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

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

2.2.4 Bid submitted by a Bidding Consortium:

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

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

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

The Lead Member of the Consortium will be the single point of contact for the purposes of

the bid process before the date of signing of Share Purchase Agreement. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the BPC and/or the Long Term Transmission Customer and the BPC and/or the Long Term Transmission Customer 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.

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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 (4th) Bidder is shared by more than one (1) Bidder, then all such Bidders who share the rank of the fourth (4th) Bidder shall qualify to participate in the electronic reverse auction.

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

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

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

In case of any technical clarification regarding access to the electronic reverse auction platform or conduct of the auction process, the Bidders may contact MSTC 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.

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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.

2.5.7 Bidders to inform themselves fully

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

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 Mahan Transmission Limited, 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, MPERC (Terms & Conditions for Intra State Open Access in Madhya Pradesh), Regulations, (Revision-I) 2021.{ARG-24 (I) (iv) of 2024}, 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 Customer 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 Mahan Transmission Limited 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 Mahan Transmission Limited 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.

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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 Mahan Transmission Limited 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 Mahan Transmission Limited by any of the entities referred to above, shall be after prior written intimation to the Long Term Transmission Customer.

2.5.8.2. The Selected Bidder may invest in the equity share capital of Mahan Transmission Limited 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 Mahan 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 Mahan Transmission Limited then holding of Selected Bidder A in Mahan 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 Mahan Transmission Limited, then for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Mahan Transmission Limited shall be fifteen percent (15%), (i.e., 30%* 50%);

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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(i)	**Construction works of 400/220/132 kV Substation at Rewa (Sagra)**	25.10.2026	60%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned simultaneously as their utilization is dependent on each other.
(ii)	PTEMPL (MEL) Switchyard-Rewa (Sagra) 400kV DCDS line (Quad Moose)			
(iii)	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S / s			
(iv)	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line			
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector)			
(vi)	Rewa (Sagra) 400kV - Rewa 132kV DCDS line			
(vii)	LILO of both circuit of Rewa 220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/ s			
2 (i)	**Construction works of 400/220/132 kV Substation at Amarpatan**	25.04.2027	40%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned before as utilization of element under S. No. 2(i) to (vii) are dependent on above
(ii)	Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad/ Twin Moose)			
(iii)	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/s			
(iv)	Amarpatan 400 kV -Amarpatan 132kV DCDS line (Interconnector)			
(v)	Amarpatan 400kV -Satna -II 132kV DCDS line			
(vi)	Amarpatan 400kV -Rampur Baghelan 132kV DCDS line			
(vii)	Amarpatan 400kV -Unchehra 132kV DCDS line			

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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: 25.04.2027.

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 1500 Hrs (IST) on 21.01.2025. 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
18.11.2024	Issuance of RFP
09.12.2024	Submission of written clarifications/amendments, if any, on the RFP / RFP Project Documents by Bidders so as to reach BPC by 1700 hours. Such written clarifications/amendments shall be in the format provided in Annexure-20.
11.12.2024	Pre-Bid meeting(s)
27.12.2024	Issue of written clarifications and revised RFP documents
06.01.2025	Issue of final RFP Project Documents
21.01.2025	Submission of Bid (Online submission of Bid through electronic bidding portal)
21.01.2025	Opening of Technical Bid
29.01.2025	Shortlisting and announcement of Qualified Bidders on bidding portal
30.01.2025	Opening of Financial Bid - Initial Offer
31.01.2025	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
05.02.2025	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer
10.02.2025	Selection of Successful Bidder and issue of LOI
20.02.2025	Signing of RFP Project Documents and transfer of Mahan Transmission Limited

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.

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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 Mahan Transmission Limited, 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

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the same day on which the Mahan Transmission Limited 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 Customer the Contract Performance Guarantee for an amount of Rs. 46.95 Crore (Rupees Forty Six Crore and Ninety 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 MPPTCL, in the online presence of Bidders' representatives who wish to attend:

Opening of Envelope (Technical Bid): 1530 hours (IST) on 21.01.2025.

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 1530 hours (IST) on 30.01.2025 in the office of MPPTCL.

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: satyabhan.sahoo@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 Customer 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 Mahan Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Mahan Transmission Limited, along with all its related assets and liabilities;

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Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of Mahan Transmission Limited, 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 Mahan Transmission Limited, along with all its related assets and liabilities, by the Selected Bidder,

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

ii. all rights and obligations of Mahan Transmission Limited, 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 Customer 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 Mahan Transmission Limited, 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:

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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 Customer 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.

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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;

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

o) Bidder having Conflict of Interest

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

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

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

s) Bid being conditional in nature.

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

3.3. STEP II - Compliance with submission requirements

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

3.4. STEP III -Evaluation of Technical Bid

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

3.4.1. Interpolation of financial data.

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

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

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

For currency other than USD, Bidders shall convert such currency into USD as per the 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 (4th) Bidder is shared by more than one Bidder, then all such all such Bidders who share the rank of the fourth Bidder shall qualify to participate in the electronic reverse auction.

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

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

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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.

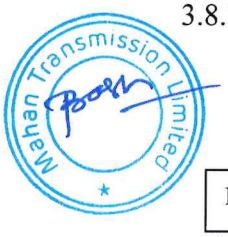
3.7. Misrepresentation by the Bidder

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 Customer

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

Financial Bid

21. Format for Financial Bid

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

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

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

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ANNEXURE 1 - COVERING LETTER

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

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

To,

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 for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" 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 from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.

Mahan Transmission Limited

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

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,

Mahan Transmission Limited

.....
(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 for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" 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 "**Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)**" 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

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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)

Mahan Transmission Limited

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 **"Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)"** 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 .....

Wahan Transmission Limited

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)

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

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

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

Name: .....

Address: .....
.....
.....

Website Address: .....

Country of Origin: .....

b. Year Organized: .....

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

d. Status as a Bidder:
i. Bidding Company
ii. Lead Member of the Bidding Consortium
iii. Member of the Bidding Consortium
Note: tick the applicable serial number

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

.....
.....
.....

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

g. Telephone Number: .....

h. Email Address: .....

i. Telefax Number: .....

j. Please provide the following documents:

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

Mahan Transmission Limited

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: .....

Mahan Transmission Limited

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 "**Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)"** 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: .....

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ANNEXURE 6 - FORMAT FOR CONSORTIUM AGREEMENT

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

THIS CONSORTIUM AGREEMENT executed on this..... day of .....Two thousand.....between M/s....., a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, acquisition of **{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 Customer.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Customer.

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 Customer.

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)	

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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 for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process

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

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

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

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

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

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

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

Member – I (Lead Member)

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

i. Name of Member: .....

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

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

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

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

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

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

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

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

Mahan Transmission Limited

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 for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" 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)
.....		.....						

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

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

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

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

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

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

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

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

Name of Company (which has executed the project at (3)) whose technical capability has	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)

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been used for 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.

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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 for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" 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			
.....			
.....			
.....			
.....			

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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;

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

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

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

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

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

- Project model, i.e., EPC, Turnkey;
- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Cost data (breakdown of major components)
- Name of sub-contractor
- Construction time for the project
- 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 for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)".

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 MPERC (Terms & Conditions for Intra State Open Access in Madhya Pradesh), Regulations, (Revision-VI) 2021.{ARG-24 (I) (iv) of 2024} and as amended from time to time.

3. We give our unconditional acceptance to the RFP dated 18.11.2024 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

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

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

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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(i)	Construction works of 400/220/132 kV Substation at Rewa (Sagra)	25.10.2026	60%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned simultaneously as their utilization is dependent on each other.
(ii)	PTEMPL (MEL) Switchyard-Rewa (Sagra) 400kV DCDS line (Quad Moose)			
(iii)	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S / s			
(iv)	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line			
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector)			
(vi)	Rewa (Sagra) 400kV -Rewa 132kV DCDS line			
(vii)	LILO of both circuit of Rewa 220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/ s			
2 (i)	Construction works of 400/220/132 kV Substation at Amarpatan	25.04.2027	40%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned before as utilization of element under S. No. 2(i) to (vii)
(ii)	Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad/ Twin Moose)			
(iii)	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s			
(iv)	Amarpatan 400 kV -Amarpatan 132kV DCDS line (Interconnector)			
(v)	Amarpatan 400kV -Satna -II 132kV DCDS line			

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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
(vi)	Arnarpatan 400kV -Rampur Baghelan 132kV DCDS line			are dependent on above
(vii)	Amarpatan 400kV -Unchehra 132kV DCDS 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: 25.04.2027

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

Wahan Transmission Limited

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 18.11.2024 ('RFP') issued by you for selection of Bidder as Transmission Service Provider for "**Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)**".

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 18.11.2024 ('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.

Wahan Transmission Limited

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]

Meahan Transmission Limited

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.

Wahan Transmission Limited

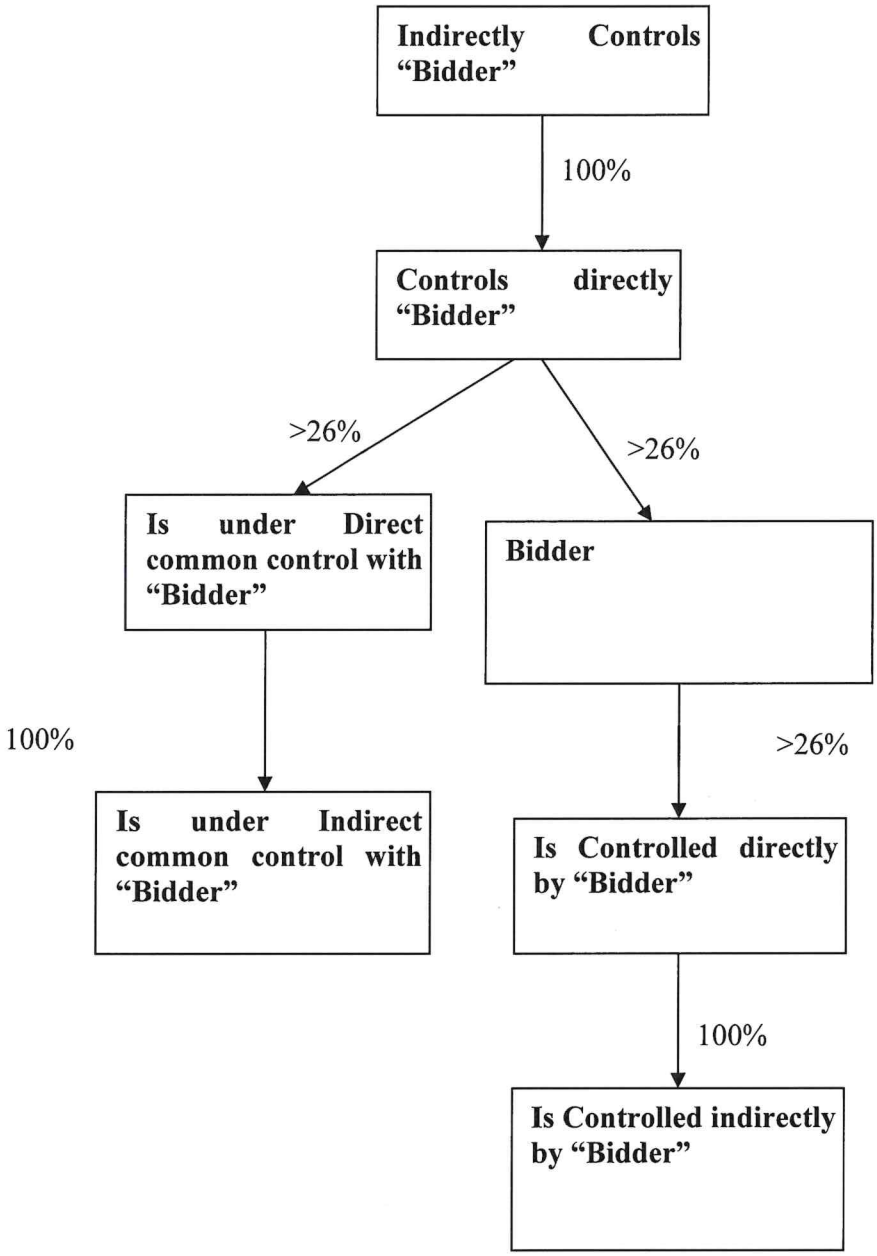
ANNEXURE 11A – ILLUSTRATION FOR APPLICABLE BOARD RESOLUTION REQUIREMENTS UNDER CLAUSE 2.5.2

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

Wanhan Transmission Limited

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.**

Wahan Transmission Limited

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.....
Name and Address

2. .....
Name and Address

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

Designation with Stamp:

Signature .....

Attorney as per power of attorney

No.....

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

Banker's Stamp and Full Address:

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

Notes:

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

Wahan Transmission Limited

~~**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 Customer 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 Customer at..... [Insert Place and Address of the Long Term Transmission Customer indicated in TSA] forthwith on demand in writing from the Long Term Transmission Customer 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 Customer 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 Customer , 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 Customer .

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 Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer 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 Customer 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 Customer 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 Customer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer to any entity to whom the Long Term Transmission Customer 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 Customer 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 Customer 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	

Mahan Transmission Limited

	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)

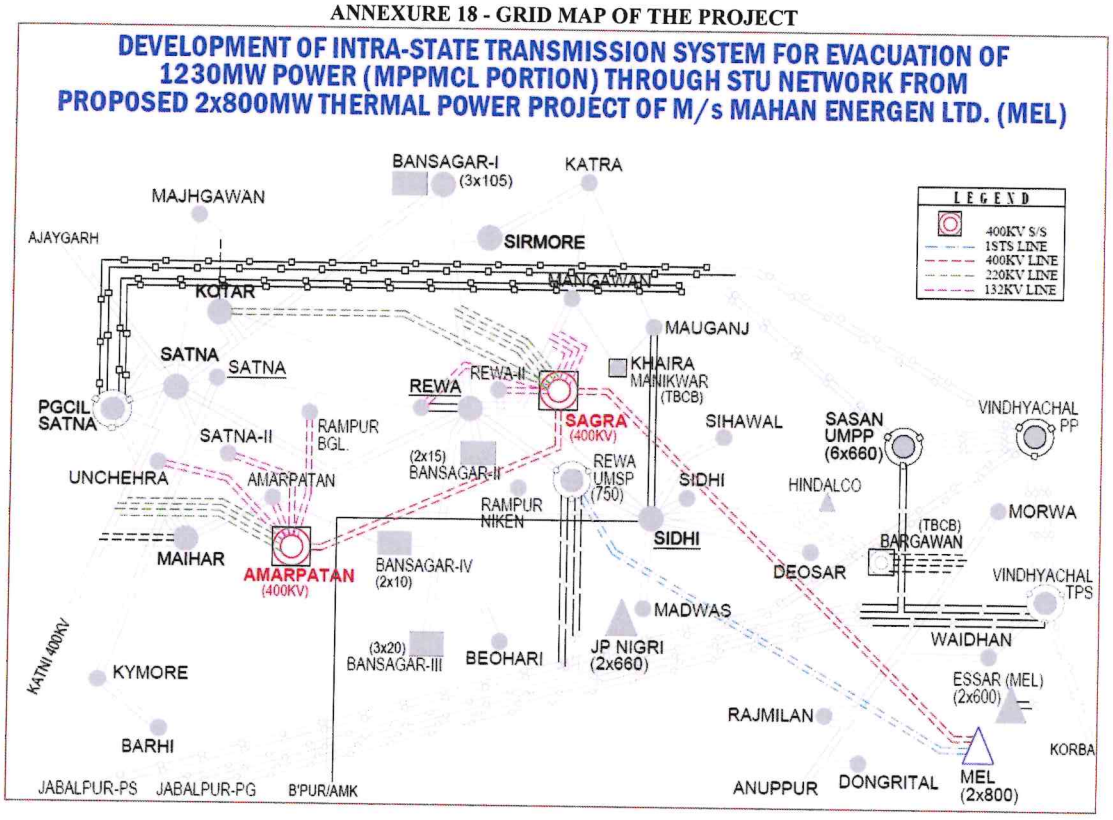
Mahan Transmission Limited

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



Mahan Transmission Limited

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)

Mahan Transmission Limited

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.

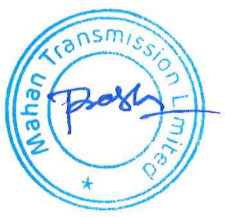
We further undertake to inform the BPC of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.

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 CUSTOMER

Sl. No.	Name of the Long Term Transmission Customer (for whom 1320 MW power is being procured)	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in MW)
1.	M.P. Power Management Company Limited (MPPMCL) on behalf of: i. MP Poorv Kshetra Vidyut Vitran Compant Limited, Jabalpur ii. MP Madhya Kshetra Vidyut Vitran Compant Limited, Bhopal iii. MP Paschim Kshetra Vidyut Vitran Compant Limited, Indore	Shakti Bhavan, MPSEB Colony, Rampur, Jabalpur, Madhya Pradesh 482008	Companies Act, 2013	100%

Note: The above list of Long Term Transmission Customer 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 Customer 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.

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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) for Development of Intra-State "Transmission System for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL), 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.

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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

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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.

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(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.

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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 _____

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

ANNEXURE C

Technical Specifications of Transmission System

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

A.1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time. Other CEA Regulations and MoP guidelines, as applicable, shall also be followed.

A.2.0 Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable:

A.2.1 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.

A.2.2 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

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

As per Clause 12.1.2.1 b) 2) of IS 802:2015, Under security condition for tension and dead end towers, the transverse loads due to line deviation shall be the component of 100 percent mechanical tension of conductor and ground wire/ OPGW corresponding to 100% of design wind pressure at everyday temperature or 36% design wind pressure at minimum temperature after accounting for drag coefficient and gust response factor. The above loading shall also be considered for design of suspension tower.

Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and/ or deemed necessary in accordance with CEA "Technical Standard for Construction of Electrical Plants and Electric Lines" Regulation 2022, as amended from time to time.

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A.3.0 A) For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing (i.e. D/DD/QD- D/DD/QD arrangement).

B) For overhead crossing of existing power line of 132kV and 220kV voltage level, only (D/DD/QD) angle towers shall be used on either side of power line crossing.

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

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

A.4.0 The conductor configuration shall be as follows: -

For transmission lines with ACSR/AAAC/AL59 conductor: -

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
400kV D/C (Quad Moose) transmission lines	**Moose: Stranding** 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm diameter 528.5 mm^2, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55 mm 31.95 mm 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 mm^2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm
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
132 kV D/C (Panther)	Panther: Stranding 30/3.0 mm-Al + 7/3.0 mm-Steel,	**Stranding Details:**37/3.15 mm	**Stranding Details:** 37/3.08 mm	NA

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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
transmission lines	261.5 sq mm, Aluminium area, 21.05 mm diameter	22.05mm Diameter; 288.3 sq.mm Aluminum alloy area	21.56mm Diameter; 275.66 sq.mm Aluminum alloy area	

Note:

i. **To select any size above the minimum, the sizes mentioned in the Indian standard IS-398(part-6) shall be followed.*

ii. *The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.*

A.5.0 The required phase to phase spacing and horizontal spacing for 400kV, 220kV, 132kV 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.

For 400 kV transmission lines:

The minimum live metal clearances for 400 kV D/C transmission lines shall be considered as follows:

(i) Under stationary conditions
From tower body: 3.05m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (22°)	3.05 mtrs
b) Swing angle (44°)	1.86 mtrs

However, the phase to phase spacing for 400 kV D/C Line shall not be less than 8m.

For 220 kV Transmission Lines:

The minimum live metal clearances for 220 kV D/C transmission lines shall be considered as follows:

(i) Under stationary conditions
From tower body: 2.13m

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(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15°)	1.98 mtrs
b) Swing angle (30°)	1.83 mtrs
c) Swing angle (45°)	1.675 mtrs

However, the phase to phase spacing for 220 kV D/C Line shall not be less than 5m.

For 132 kV Transmission Lines:

The minimum live metal clearances for 132 kV D/C transmission lines shall be considered as follows:
(i) Under stationary conditions
From tower body: 1.53 m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15°)	1.53 mtrs
b) Swing angle (30°)	1.37mtrs
c) Swing angle (45°)	1.22 mtrs
d) Swing angle (60°)	1.07 mtrs

However, the phase to phase spacing for 132 kV D/C Line shall not be less than 4m.

A.6.0 The minimum ground clearance for 400kV D/C transmission lines shall be 8.84m, for 220 kV D/C line shall be 7.015 m and for 132 kV D/C line shall be 6.10 m so that maximum electric field does not exceed 10kV/m within the ROW and does not exceed 5kV/m at the edge of the ROW as per international guidelines.

A.7.0 The minimum mid span separation between earthwire and conductor shall be 9.0 m for 400 kV D/C transmission lines, 8.5 m for 220 kV D/C transmission lines & 6.1 m for 132 kV D/C transmission lines. Shielding angle shall not exceed 20 deg for 400 kV D/C & 30 deg for 220 kV D/C lines and 132 kV D/C lines.

A.8.0 Transposition is to be done for all transmission lines whose length is greater than 100km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions.

A.9.0 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, for 220 kV line shall be 1050 kVp & for 132kV line shall be 650 kVp.

A.10.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV, 50 kA for 1 sec for 220 kV and 40 kA for 1 sec for 132 kV.

A.11.0 Porcelain / glass / polymer insulators shall be used in the line as per requirement and site conditions However, porcelain /glass disc insulators string shall be required to be used for Pilot string irrespective of type of insulators used for suspension/tension location.

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A.12.0 Each tower shall be earthed such that tower footing resistance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance at tension tower for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used. The line surge arrester, if required , may be used in lightning prone areas.

A.13.0 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 & 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.14.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required or mandated, shall be provided on the line. In order to optimize the route use of GATISHAKTI platform shall also be made.

A.15.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.

b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m3.

c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6 kg/m2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

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

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

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A.16.0 In case of 400kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard steel (GSS) or AACSR or any other suitable conductor type depending upon span length and other technical consideration.

A.17.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field & 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.18.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1 and IS:802-2015. 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.19.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to MPPTCL, MPPMCL and BPC by the TSP.

A.20.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.21.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

A.22.0 The last span from dead end tower to existing MPPTCL substation gantry should be less than 90mtr.

A.23.0 In case the LILO of existing line is to be done, and any modification in the existing line is required for the above LILO work the same should be done by the TSP after obtaining necessary approval of MPPTCL. Further, the span on either side of LILO points shall be maintained by the TSP.

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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed **400/220/132 kV Substation at Rewa (Sagra) and 400/220/132 kV Substation at Amarpatan** shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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

2.1 Salient features of 400/220/132KV Sub Station Equipment and Facilities

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

2.2 Insulation Coordination

420kV System would be designed to limit the Switching over voltage to 2.5 p.u and is expected to decay to 1.5 p.u. in 5 to 6 cycles. Consistent with these values and protective levels provided by lightning arrestors, the following insulation levels shall be adopted for 420kV, 245kV, 145 kV and 36 kV systems:

SL No	Description of parameters	400kV System	220kV System	132kV System	33kV System
1.	System operating voltage (rms)	400kV	220kV	132kV	33kV
2.	Maximum voltage of the system (rms)	420kV	245kV	145kV	36kV
3.	Rated frequency	50Hz	50Hz	50Hz	50Hz
4.	No. of phases	3	3	3	3
5.	Impulse withstand voltage for - Transformer and reactors - for other Equipment - for insulator strings	 1300 kVP 1425 kVP 1550 kVP	 950 kVP 1050 kVP 1050 kVP	 650 kVP 650 kVP 650 kVP	 250kVP 170kVP
6.	Switching surge withstand voltage	1050 kVP	-NA-	-NA-	-NA-
7.	Minimum creepage distance - for insulator strings - for other Equipment	 13020 mm 10500 mm	 7595 mm 6125 mm	 4495 mm 3625 mm	 900 mm 900 mm
8.	Max. fault current	63 kA	50 KA	40 KA	31.5 KA
9.	Duration of fault	1 Sec	1 Sec	1 Sec	3 Sec
10.	Corona extinction voltage	320kV rms	156kV rms	105kV rms	NA

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2.3 Switching Schemes

It is essential that the system should remain secured even under conditions of major equipment or bus-bar failure. Sub-stations being the main connection points have large influence on the security of the system as a whole. The selection of the bus switching scheme is governed by the various technical and other related factors. One & Half breaker bus scheme for 400kV system, Double Main and Transfer bus scheme for the 220kV system, and Single Main and Transfer bus scheme for the 132kV system have been considered for all proposed AIS substations under present scope of work due to their merits in terms of reliability, security, operational flexibility and ease of maintenance of equipment's. 132kV and 33kV switching system (bus) is required to include section isolators at suitable locations for sectionalization of bus. In 400kV substations, each circuit of a double circuit transmission line shall be terminated in different diameter. Similarly, 400kV ICTs shall also be terminated in different diameter. Accordingly, following switching schemes shall be adopted.

Voltage / Type of Substation	400kV side	220kV side	132kV side	33kV side
AIS Type	One & half breaker	Double Main & Transfer (DMT)	Single Main & Transfer (SMT)	Single Main & Transfer (SMT)

2.4 Substation Equipment and facilities:

The switch-gear shall be designed to withstand operating conditions and duty requirements. The equipment shall be designed considering the transmission line capacity.

Sl. No	Description of Bay	400kV	220kV	132kV	33kV
1	Bus Bar	4000A	3000A	3000A	1600A
2	Line bays	3150A	1600A	1250A	400A
3	ICT bays	3150A	1600A (for 400/220kV) & 800A (for 220/132kV)	1250A	1200A
4	Bus Reactor bays	2000A	NA	NA	NA
5	Bus coupler bays	NA/4000A	2500A	NA	NA

2.5 Power Transformer

500MVA, 400/220 kV and **200MVA, 220/132kV** 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.

2.6 Shunt Reactors

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125 MVAR, 420 KV, 3-Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

A. **Controlled Switching Device at Bus & Line Reactor**

The controlling relay shall record and monitor the switching operations and make adjustments to the switching instants to optimize the switching behavior as necessary. It shall provide self-diagnostic facilities, signaling of alarms and enable downloading of data captured from the switching events.

The controller shall be designed to operate at the correctly and satisfactorily with the excursion of auxiliary A/C & DC voltages and frequency as specified in section – GTR which are stated below:

Normal Voltage	Variation in Voltage	Frequency in Hz	Phase/Wire	Neutral Connection
415V	±10%	50±5%	3/4 Wire	Solidly Earthed
240V	±10%	50±5%	1/2 Wire	Solidly Earthed
220V	190V to 240V	DC	-	Isolated 2 wire system
240V	95V to 120V	DC	-	Isolated 2 wire system
50V	-	DC	-	2 wire system(+) Earthed

The controller shall meet the requirements of IEC-60255-4 Appendix 'E' class III regarding HF disturbance test, and fast transient test shall be as per IEC-61000 – 4 level III and insulation test as per 60255 – 5.

2.7 SF6 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-01 and shall be of SF6 Type. The circuit breakers shall be class C2-M2 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40 ms for 400kV circuit breakers and 60 ms for 220kV & 132kV circuit breakers. 400kV and 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines wherever required shall be provided with pre insertion closing resistor of about 450 ohms maximum with 8 milliseconds minimum insertion time for lines longer than 200km. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. 400kV Circuit Breaker shall be equipped with controlled switching device for controlling of transformer and shunt reactor. The controlled switching device shall be provided in 400kV Circuit breakers of switchable line reactor bay and in Main & Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and ICTs.

The Technical Particulars / Parameters of Circuit Breakers:

Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
1.	Rated voltage (Umax) kV (rms)	420	245	145	36
2.	Rated frequency (Hz)	50	50	50	50
3.	No. of poles	3	3	3	3
4.	Type of circuit breaker	SF6 gas insulated	SF6 gas insulated	SF6 gas insulated	Vacuum
5.	Rated continuous current (A) at an ambient temperature of 50°. C	3150	3150	2000	1250
6.	Rated short circuit capacity with percentage of DC component as per IEC-62271-100 corresponding to minimum opening time under operating conditions specified.	63kA	50 kA	40kA	31.5kA
7.	Symmetrical interrupting capability (rms)	63kA	50 kA	40kA	25kA
8.	Rated short circuit making current	157.5 kAp	125 kAp	100 kAp	62.5 kAp
9.	Short time current carrying capability (rms)	63 for one second	50 for one second	40 for one second	31.5 For three second
10.	Out of phase breaking current carrying capability (rms)	15.75	As per IEC	As per IEC	As per IEC
11.	Rated line charging interrupting current at 90°. Leading power factor angle (rms) (The breaker shall be able to interrupt the rated line charging current with test voltage immediately before opening equal to the product of U/√3 and 1.4 as per IEC-62271-100	600 A	As per IEC	As per IEC	As per IEC
12.	First pole to clear factor	1.3	1.3	1.3	1.5

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Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
13.	Temperature rise over an ambient temperature of 50°.C	As per IEC: 62271-100	As per IEC: 62271-100	As per IEC: 62271-100	As per IEC: 62271-100
14.	Rated break time as IEC (with limiting auxiliary voltage at all duties)	40 ms	60 ms	60 ms	NA
15.	Total break time	40ms	50ms	60ms	40±15ms
16.	Total closing time	Not more than 110ms	Not more than 100ms	Not more than 100ms	60±15ms
17.	Operating mechanism or a combination of these	Spring	Spring	Spring	Spring
18.	Rated operating duty cycle	O-0.3s-CO-3 min-CO	O-0.3s-CO-3 min-CO	O-0.3s-CO-3 min-CO	O-0.3s-CO-3 min-CO
19.	Reclosing	Single phase &Three phase auto reclosing.	Single phase &Three phase auto reclosing.	Three phase auto reclosing.	3 Pole Reclosing
20.	Pre-insertion resistor requirement				
i)	Rating (ohms)	400(max.) with tolerance as applicable	NA	NA	NA
ii)	Minimum electrical (mechanical insertion time +pre-arcing time) pre-insertion time (ms)	8	NA	NA	NA
iii)	Opening of PIR contacts	PIR contacts should open immediately after closing of main contacts OR At least 5 ms prior to opening of main contacts at rated air/gas pressure where the PIR contacts	NA	NA	NA

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Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
		remain closed			
21.	Max. difference in the instants of closing/opening of contacts (ms) between poles at rated control voltage and rated operating & quenching media pressures	2.5 (within a pole) 3.3 (opening) 5.0 (closing)	3.3 (opening) 5.0 (closing)	3.3 (opening) 3.3 (closing)	NA
22.	Maximum allowable switching over voltage under any switching condition	2.3 p.u.	As per IEC	As per IEC	As per IEC
23.	Trip coil and closing coil voltage with variation as specified	220V DC	220V DC	220V DC	
24.	Noise level at base and up to 50 m distance from base of circuit breaker	140dB (max.)	140dB (max.)	140dB (max.)	140dB (max.)
25.	Rating of Auxiliary contacts	10A	10A	10A	
26.	Breaking capacity of Aux. Contacts	10A DC with circuit time constant not less than 20ms	10A DC with circuit time constant not less than 20ms	10A DC with circuit time constant not less than 20ms	10A DC with circuit time constant not less than 20ms
27.	Rated insulation levels				
i)	Full wave impulse withstand (1.2 /50 µs) between line terminals and ground	±1425 kVp	±1050 kVp	±650 kVp	±170 kVp
ii)	Full wave impulse withstand (1.2 /50 µs) between terminals with circuit breaker open	1425 kVp impulse on one terminal & 240 kVp power frequency voltage of opposite polarity on	±1050 kVp	+ 650kVp	±170 kVp

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Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
		the other terminal			
iii)	Rated switching impulse withstand voltage (250/2500 µs) Dry & wet between line terminals and ground	+1050 kVp .	NA	NA	NA
iv)	Rated switching impulse withstand voltage (250/2500 µs) Dry &wet Between terminals with circuit breaker open voltage of opposite polarity on the other terminal	900 kVp impulse on one terminal & 345 kVp power frequency	NA	NA	NA
v)	One minute power frequency dry withstand voltage between line terminals and ground	520 kV rms.	460 kV rms.	275 kV rms	70 kV rms
vi)	One minute power frequency dry withstand voltage between terminals with circuit breaker open	610 kV rms.	460 kV rms.	275 kVrms	70 kV rms
28.	Minimum corona extinction voltage with CB in all positions	320kV rms	156 kV rrms	92 kV rms	
29.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz (Micro volts)	1000 µV (at 266kV rms)	1000 µV (at 156kV rms)	500µV (at 92kV rms)	
30.	Minimum Creepage distance				
i)	Phase to ground (25mm/kV)	10500mm	6125mm	3625mm	900mm
ii)	Between CB terminals	10500mm	6125mm	3625mm	900mm
31.	Rated capacitance current switching duty	C2	C2	C2	
32.	Rated Mechanical Endurance duty	M2	M2	M2	

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Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general. 400 kV, 220kV & 132kV isolators shall be double break type, All Isolators and earth switches shall be motor operated. Earth switches are provided at various locations to facilitate maintenance. Isolator rated for 400kV, 220kV, 132kV & 33kV shall be of extended mechanical endurance class-M2 and suitable for bus transfer current switching duty as per IEC-62271-102 Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400kV, 220kV & 132kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

The Technical Particulars / Parameters of Isolators:

Sl. No.	Description	Unit	420kV Isolator	245kV Isolator	145kV Isolator	33kV Isolator
1	Rated voltage	kVrms	420	245	145	36
2	Rated frequency	Hz	50	50	50	50
3	No. of poles	Nos.	3	3	3	3
4	Design ambient temperature	°C	50	50	50	50
5	Type		Outdoor, AC Motor Operated	Outdoor, AC Motor Operated	Outdoor, AC Motor Operated	Manually Operated
6	Rated current at 50°. C ambient temperature	A	2000A/ 3150A (as applicable)	1600A /2500A (as applicable)	2000A/ 1600A (as applicable)	1200A/ 800A (as applicable)
7	Rated short time withstand current of isolator and earth switch	kA	63 for 1 sec	50 for 1 sec	40 for 1 sec	31.5 for 3 sec
8	Rated dynamic short time withstand current of isolator and earth switch	kAp	157.5 kAp	125 kAp	80kAp	65.5kAp
9	Temperature rise over design ambient temperature	-	-	-	-	-
10	Operating mechanism of isolator/earth switch		A.C. Motor operated	A.C. Motor operated	A.C. Motor operated	Manually Operated
11	Max. Operating time	secs	20 secs or less	12 secs or less	12 secs or less	NA
12	Rated Insulation levels					
a)	Full wave impulse withstand voltage (1.2/50 microsec.)					

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Sl. No.	Description	Unit	420kV Isolator	245kV Isolator	145kV Isolator	33kV Isolator
i)	between line terminals and ground	kVp	±1425	±1050	±650	±170
ii)	between terminals with isolator open	kVp	±1425 kVp impulse on one terminal and 240 kVp power frequency voltage of opposite polarity on other terminal	±1200	±750	±195
b)	Switching impulse withstand voltage (250/2500 micro-second) dry and wet					
i)	between line terminals and ground	kV peak	± 1050	-NA	-NA	NA
ii)	between terminals with Isolator open	kV peak	900 kVp impulse on one terminal and 345 kVp power frequency voltage of opposite polarity on other terminal	-NA	-NA	-NA
c)	One minute power frequency dry withstand voltage					
i)	between line terminals and ground	kV rms	520	460	275	70
ii)	between terminals with isolator open	kV rms	610	530	315	-
13	Minimum Corona extinction voltage with Isolator in all positions	KV rms	320	156	92	-
14	Max. radio interference voltage for frequency	Micro volts	500 at 320 kVrms	500 at 156 kVrms	500 at 92 kVrms	-

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Sl. No.	Description	Unit	420kV Isolator	245kV Isolator	145kV Isolator	33kV Isolator
	between0.5 MHz and 2 MHz in all positions					
15	Seismic acceleration		As per	As per	As per	-
			IS:1893	IS:1893	IS:1893	
16	Thermal Rating of Auxiliary Contacts	A	10 A at 220 V DC	10 A at 220 V DC	10 A at 220 V DC	10A at 220V DC
17	Breaking Capacity of auxiliary contacts		2 A DC with circuit time constant not less than 20 ms	2 A DC with circuit time constant not less than 20 ms	2 A DC with circuit time constant not less than 20 ms	2A DC with circuit time constant not less than 20ms
18	System neutral earthing		Effectively Earthed	Effectively Earthed	Effectively Earthed	Effectively earthed

2.8 Current Transformers (AIS)

Current Transformers shall comply with IEC 60044-1 in general. All ratios shall be obtained by secondary taps. Generally, Current Transformers (CT) for 400kV & 220 kV shall have six cores (four for protection and two for metering) and for 132kV shall have five cores (three nos. for Protection & two nos. for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. Accuracy class for protection core shall be PS and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400 kV voltage class.

The Technical Particulars / Parameters of Current Transformers:

Sl. No.	Description	400kV system	220kV system	132 kV system	33 kV system
1	Rated voltage, Um (kVrms)	420	245	145	36
2	Rated frequency (Hz)	50	50	50	50
3	No. of Poles	1	1	1	1
4	Design ambient temperature (°C)	50	50	50	50
5	Rated Primary Current (A)	3150-1000/1A	1600-800/1A	1250-400/1A	1200/1A (for Xmr) 400/1A (for feeder)

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Sl. No.	Description	400kV system	220kV system	132 kV system	33 kV system
6	Rated extended primary current	125%	125%	125%	125%
7	Rated short time thermal withstand current (kA)	63 for 1 sec	50 for 1 sec	40 for 1 sec	31.5 for 3 Sec
8	Rated dynamic current	157.5 kAp	125 kAp	80 kAp	65.5 kAP
i)	between line terminals and ground (kVpeak)	±1425	±1050	±650	±170
i)	between line terminals and ground (kVpeak)	± 1050	-NA-	-NA-	-NA-
i)	between line terminals and ground (kVrms)	630 (dry only)	460	275	70
9	No. of Cores	6 (4 nos. for Protection & 2 nos. for metering)	6 (4 nos. for Protection & 2 nos. for metering)	5 (3 nos. for Protection & 2 nos. for metering)	4for Xmr. (2 No. for protection 2 No.for metering) 2 for feeder (1 No.for protection, 1 No.for metering)

2.16 Capacitor Voltage Transformers (CVT) / Potential Transformers (PT)

Capacitive Voltage transformers shall comply to IEC-61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and 0.5 and for metering core shall be 0.2. The voltage transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT shall be 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 100 VA for metering core) for better sensitivity and accuracy.

The Technical Particulars / Parameters of Capacitor Voltage Transformers:

Sl. No.	Description	420kV CVT	245kV CVT	145kV CVT	36kV PT
1	Rated primary voltage (kV rms)	420	245	145	36
2	Rated frequency (Hz)	50	50	50	50
3	No. of Poles	1	1	1	1

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Sl. No.	Description	420kV CVT	245kV CVT	145kV CVT	36kV PT
4	Design ambient temperature (°C)	50	50	50	50
5	System fault level (kA for 1 sec)	63 for 1 sec	50 for 1 sec	40 for 1 sec	31.5 for 3 sec.
6	Standard reference range of frequencies for which the accuracy are valid	96% to 102%for protection and 99% to 101 % for measurement		-	
7	High frequency capacitance for entire carrier frequency range (for CVT only)	Within 80% to 150% of rated capacitance		-	
8	Equivalent series resistance over entire carrier frequency range (for CVT)	Less than 40 Ohms		-	
9	Stray capacitance and stray conductance of HF terminal over entire carrier frequency range (for CVT)	As per IEC-60358		-	
10	Temperature rise over design ambient temperature	As per IEC-61869			
11	Rated Insulation levels				
a)	Full wave impulse withstand voltage (1.2/50 microsec.)				
i)	between line terminals and ground	±1425 kVp	±1050 kVp	±650 kVp	±170kVP
ii)	between terminals with isolator open	±1425 kVp impulse on one terminal and 240 kVp power frequency voltage of opposite polarity on other terminal	±1200 kVp	±750 kVp	
b)	Switching impulse withstand voltage (250/2500 micro-second) dry and wet				

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Sl. No.	Description	420kV CVT	245kV CVT	145kV CVT	36kV PT
i)	between line terminals and ground	± 1050 kVp	-NA	-NA	-NA-
ii)	between terminals with Isolator open	900 kVp impulse on one terminal and 345 kVp power frequency voltage of opposite polarity on other terminal	-NA	-NA	-NA-
c)	One minute power frequency dry withstand voltage				
i)	between line terminals and ground (kVrms)	630 (dry only)	460	275	70
d)	One minute power frequency withstand voltage between secondary terminals & earth				
i)	between LV (HF) terminal and earth terminal (kVrms)	10kVrms for exposed terminals and 4kVrms for terminals enclosed in a weather proof box			
ii)	For secondary winding	3kVrms			5kVrms
12	Max. radio interference voltage for frequency between0.5 MHz and 2 MHz at (microvolts)	1000 at 266kV rms	1000 at 156kV rms	500 at 92kV rms	-NA-
13	Minimum Corona extinction voltage (kVrms)	320	176	106	-NA-
14	Partial Discharge	As per IEC	As per IEC	As per IEC	As per IEC
15	Type	Single phase Electromagnetic or capacitor VT			
16	No. of secondaries	3 cores	3 cores	3 cores	2 cores
17	Rated voltage factor	1.2 - continuous 1.5 -30 seconds	1.2 - continuous 1.5 -30 seconds	1.2 - continuous 1.5 -30 seconds	1.2 continuous 1.5-30 sec.
18	Phase angle error	± 10 minutes (For metering core)	± 10 minutes (For metering core)	± 10 minutes (For metering core)	± 10 mintutes(for metering core)

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Sl. No.	Description	420kV CVT	245kV CVT	145kV CVT	36kV PT
19	Capacitance (pf) (for CVT)	8800/4400 (+10%/-5%)	8800/4400 (+10%/-5%)	4400 (+10%/-5%)	-
20	Core details	Core-1, Core-2 & Core-3	Core-1, Core-2 & Core-3	Core-1, Core-2 & Core-3	Core 1 & Core 2
a)	Voltage Ratio	Core-1:- (400/√3)/(0.1 1/√3) Core-2:- (400/√3)/(0.1 1/√3) Core-3:- (400/√3)/(0.1 1/√3)	Core-1:- (220/√3)/(0.1 1/√3) Core-2:- (220/√3)/(0.1 1/√3) Core-3:- (220/√3)/(0.1 1/√3)	Core-1:- (132/√3)/(0.1 1/√3) Core-2:- (132/√3)/(0.1 1/√3) Core-3:- (132/√3)/(0.1 1/√3)	Core1- 33kV/ √3/0.11/√3 Core2-33 √3/0.11/√3
b)	Application	Core-1:- Protection Core-2:- Protection Core-3:- Metering	Core-1:- Protection Core-2:- Protection Core-3:- Metering	Core-1:- Protection Core-2:- Protection Core-3:- Metering	Core1- protection Core2- Metering
c)	Accuracy	Core-1:-3P Core-2:-3P Core-3:- 0.2	Core-1:-3P Core-2:-3P Core-3:- 0.2	Core-1:-3P Core-2:-3P Core-3:- 0.2	Core1- 3P Core2-0.2
d)	Min. Output burden (VA)	Core-1:- 100VA Core-2:- 100VA Core-3:- 100VA	Core-1:- 100VA Core-2:- 100VA Core-3:- 100 VA	Core-1:- 100VA Core-2:- 100VA Core-3:- 100 VA	Core1- 100VA Core2- 100VA
21	Rated Total Thermal Burden (VA)	300 VA (100 VA/winding)		-	
22.	Minimum Cantilever Strength	500 KG			

2.17 Surge Arresters (AIS)

Station class, heavy duty gapless type Surge arresters conforming to IEC 60099-4 in general shall be provided. The rated voltage of Surge arrester and other characteristics are chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, Transformers & Reactor so as to achieve proper insulation coordination. Porcelain/Polymer housing if provided for SA shall be fitted with pressure relief devices and diverting ports suitable for preventing shattering of Porcelain/Polymer housing provide path for the flow of rated currents in the event of arrestor failure. A leakage current monitor with surge counter shall be provided with each surge arrestor.

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The Technical Particulars / Parameters of Surge Arresters:

Sl. No.	Description	Unit	420kV SA	245kV SA	145kV SA	36kV SA
1	Nominal System Operating voltage	kV, rms	400	220	132	33
2	Rated frequency	Hz	50	50	50	50
3	No. of Poles	No.	1	1	1	1
4	Design ambient temperature	°C	50	50	50	50
5	Rated arrester voltage	kV	336	198	120	30
6	Continuous operating voltage at 50°.C	kV	267	168	96	25
7	Nominal discharge current		20 kA of 8/20 microsecond wave	10 kA of 8/20 microsecond wave	10 kA of 8/20 microsecond wave	10kA of 8/20 micro sec. wave
8	Discharge current at which insulation co-ordination will be done		20 kA of 8/20 microsecond wave	10 kA of 8/20 microsecond wave	10 kA of 8/20 microsecond wave	10kA of 8/20 micro sec. wave
9	Minimum discharge capability (referred to rated arrester Voltage) or corresponding to minimum discharge voltage as per clause-2.0 (d) whichever is higher	kJ/kV	12kJ/kV	7kJ/kV	7kJ/kV	7kJ/kV
10	Max. switching surge residual voltage	kVp	670 (at 2kA) 650 (at 500A)	500 (at 1kA)	280 (at 1kA)	
11	Max. residual voltage at					
i)	5kA	kVp	-	560	310	
ii)	10 kA nominal discharge current	kVp	800	480	300	90
iii)	20 kA nominal discharge current	kVp	850	-	-	-
12	Cantilever	kg	1000	1000	1000	320

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Sl. No.	Description	Unit	420kV SA	245kV SA	145kV SA	36kV SA
	Strength (for 1 minute withstand test)					

2.18 33kV Shunt Capacitors:

The 36kV, 12MVAr Shunt Capacitor Banks shall be connected in double star formation and each star connected bank shall be unearthed with a floating neutral, but interconnected by a neutral protective current transformer (NCT) of suitable ratio to operate protective relay at its 20% current setting whenever one capacitor unit fails.

The Technical Particulars / Parameters of 36kV Shunt Capacitor Bank:

Sl.No.	Particulars	Parameters
1	Nominal System Voltage	33 kV
2	Highest System Voltage	36 kV
3	Rated capacitor bank voltage	36 kV
4	Basic Insulation level	170 kVp
5	P.F. withstand voltage	70 kV
6	Type of connection	Double Star
7	Rating of Shunt Capacitor at highest voltage	12 MVAR
8	Number of phases	3
9	KVAR and voltage rating of each unit	166.67 KVAR / 6.93 kV
10	Total number of units in each bank of 12MVAR	72
11	Total number of Series Group per phase per Star group	3
12	Number of units in parallel per series group per phase	4
13	Type of fuse	Internal Fuse

2.19 Protection & Control

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 (Edition-II) communication interface. All numerical relays shall have built in disturbance recording feature. The auto transformer protection should be provided with two no. differential relays of different make &algorithm.

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

400kV and 220kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 400 kV and 220 kV lines shall also have MAIN-II numerical distance protection scheme like Main-I but from different make that of MAIN-I. 132kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 132 kV lines shall also have independent back up over current & earth fault protection. However, Line Current Differential relay (with back up distance protection feature) as Main–I & Main-II may be considered, for short lines (line length less than 10 KM) having Fibre Optic communication link for which line differential relay have to be arrange by Transmission Service Provider (TSP) for remote end also. 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. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware, manufacturing platform or different principle of operation. Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owner.

All 400kV lines shall also be provided with two stages over voltage protection. Further, all 400kV & 220kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. 132kV lines should not have auto-reclosing facility. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

Over voltage protection & distance to fault locator may be provided as in-built feature of Main-I & 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 400kV, 220kV and 132kV 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/Transformer protection:

These shall have the following protections:

(i) Numerical Differential protection
(400/220 KV and 220/132 KV ICTs shall have two differential protection relays. The second differential relay shall be provided on IV side C&R panel to avoid congestion on HV side C&R panel. The differential relay shall have different make and algorithm.)
(ii) Numerical Restricted earth fault protection
(iii) Numerical Over-current and earth fault protection on HV & MV side
(iv) Numerical Over fluxing protection on HV & MV side
(v) Numerical Overload alarm

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(vi) Neutral displacement

Further, Numerical Back-up Over-current and earth fault protection on HV & MV side of auto-transformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with BUCHOLZ relay, protection against high oil and winding temperature and pressure relief device, OSR etc. The auto transformer protection should be provided with two no. differential relays of different make & algorithm.

Suitable monitoring, control (operation of associated circuit breaker & 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 & 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
(iv) Numeric back up – over current & Earth fault protection

Besides these, reactors shall also be provided with Buchholz relay, protection against oil and winding temperatures & pressure relief device etc.

d) Numerical Bus Bar Protection

The high speed low impedance 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 400kV, 220kV and 132kV buses. Duplicated bus bar protection is envisaged for 400kV 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 the complete bus bar protection for present as well for present as well as for future bays envisaged 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. For existing substations, the existing bus bar protection shall be augmented wherever required.

e) Numerical Local Breaker Back up Protection

This shall be provided for each 400kV, 220KV and 132kV breakers and will be connected to de-energize the affected stuck breaker from both sides.

f) Substation Automation System (optional)

For new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 (Edition-II) may be provided by TSP as per requirement. 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 132kV and above. All bay control units as well as protection units are normally connected through an Optic fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room. The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in 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.

At existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope. At existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway, modems, data channel (as required) shall be provided to send data to SLDC & backup SLDC & MPPTCL SCADA CENTER through IEC 60870-5-104/101 protocol and data points as per SLDC requirements. Any augmentation work at SLDC is excluded from TSP's scope. However, all the configuration work at substation end required to send data to SLDC & MPPTCL SCADA CENTER shall be in the scope of TSP.

g) 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. This equipment shall be used to synchronize SAS, PMUs & IEDs etc.

2.20 Control Concept

All the EHV breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room and remote control center. Each breaker would have two sets of trip circuits which would be connected to separately fused DC supplies for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

2.21 PLCC & PBAX

Power line carrier communication (PLCC) equipment complete for speech, tele-protection commands and data channels shall be provided on each transmission line. The protections for transmission line and the line compensating equipment shall have hundred percent (100%) back up communication channels i.e. two channels for tele-protection in addition to one channel for speech plus data for each direction. The PLCC equipment shall in brief include the following:-

- Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.

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- At new substation, a telephone exchange (PABX) of 24 lines shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (SLDC) etc.

- Coupling devices shall be suitable for 8800/4400pF for 400kV CVT with phase to phase coupling, 8800/4400pF for 220kV CVT with phase to phase coupling. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.

- The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

- The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.

- PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT & Wave trap for all line bays under present scope shall be provided by TSP.

- TSP shall provide/undertake necessary addition/modification/shifting/re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).

- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

- Adequate number of Fiber Optic/OPGW based terminal equipments are required to be provided at each Substation under present scope of work and the same shall be utilized for Data, Voice and line protection applications. For protection purposes, both end Digital Protection Couplers (DPCs) shall be included at both ends. However, for line protection application, back up communication channel/link may be considered as per requirement so as to take care of OPGW/Telecommunication equipment outage.

Bidders are also required to familiarize themselves with the protection & communication scheme of existing transmission lines. Before finalizing the Protection scheme and Sub-Station Automation system, bidder is requested to get fully familiarized with the site condition and General arrangement & scheme etc of the existing Substations.

2.22 Substation Automation System

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

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

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

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

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

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

(b) Time Synchronisation Equipment

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

2.23 Substation Support facilities

Certain facilities required for operation & maintenance of substations as described below shall be provided in new substation. In existing substation, these facilities have already been provided and would be extended/ augmented, wherever required.

2.24 AC & DC power supplies

For catering to the requirements of three phase & single phase AC supply and DC supply for various substation equipment's, the following arrangement is envisaged. However, for substation extension / augmentation, existing facilities shall be augmented as required -

i) For LT Supply at 400/220kV New Substation, two (2) nos. 500 kVA, 33/0.4kV Transformers shall be provided which shall be connected with two different sources either on 33kV bus of substation or on DISCOM supply or on tertiary of 400/220/33kV Auto-transformer. The maximum permissible losses shall be as per Table 6 of IS-1180.

ii) For LT Supply at 220/132kV New Substation, two (2) nos. 200 kVA, 33/0.4kV Transformers shall be provided which shall be connected with two different sources either on 33kV bus of substation or on DISCOM supply or on tertiary of 220/132/33kV Auto-transformer. The maximum permissible losses shall be as per Table 6 of IS-1180.

iii) For LT Supply at 220/33kV or 132/33kV New Substation, one (1) No. 200 kVA, 33/0.4kV Transformer shall be provided which shall be connected on 33kV bus of substation. The maximum permissible losses shall be as per Table 6 of IS-1180.

iv) Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33kV tertiary of Transformer for drawing auxiliary supply at new substation. Such SEMs may be provided by STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by SLDC as part of State Energy Accounting. Additionally, Active Energy Meters may be provided at the same point in the 33kV tertiary of Transformer by local SEB/DISCOM for energy accounting,

v) 2 Sets batteries of 220V for control & protection and 2 Sets 48V batteries for PLCC/ Communication equipment shall be provided at each new Substation with at least 10 hours battery backup and extended back up as required. Each battery bank would have a float-cum-boost charger. Battery shall be of VRLA type.

vi) Suitable AC & DC distribution boards and associated LT Switchgear would be provided at new Substations. Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC & DC distribution boards shall have modules for all the present and future feeders as specified.

For Substation Extensions, existing facilities shall be augmented as required. For new substations following switchboards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

(a) 415V Main Switch board – 1 no.
(b) AC distribution board – 1 no.
(c) Main lighting distribution board – 1no.

(d) Emergency lighting distribution board – 1no.
(e) 220 Volt DC distribution board – 2nos.
(f) 48 Volt DC distribution board – 2nos.

415V Main Switch Board & AC distribution board shall be provided with at least two incomers with one bus coupler and AC supply shall have redundancy.

vii) In new Substations, one No. 250 KVA DG set shall be provided for emergency applications.
vii) Sizing of Auxiliary system (like battery, charger, LT switchgear) may be done considering future bay requirements to avoid replacement in future with higher sizes.

2.25 Installation of Interface ABT Meters:

a. Metering (Main & Check at arrangement with AMR facility shall be provided on the LV side of EHV Power Transformers i.e. 33kV side of 220/33kV & 132/33kV transformers installed in EHV substations.

b. The standby metering with AMR facility shall be provided on the HV side of EHV Power transformers i.e.220/33kV, 132/33kV and 132/11kV transformers installed in EHV substations.

c. In case of EHV consumers of Distribution Licensee directly connected with 220kV or 132kV Substation of Licensee, tariff metering with AMR facility shall be provided on outgoing feeder emanating from EHV substation of Licensee. In case of Railway Traction feeders, standby meters with AMR facility shall be provided at Licensee substation.

d. The Interface meters shall be of open protocol confirming to IS 15959 and of point 0.2S accuracy class. The accuracy class of Current transformers (CTs) and voltage transformers (VTs) shall not be inferior to that of associated meters. The meters shall have a non-volatile memory in which following shall be automatically stored: -

- Average frequency for each successive 15/5 minutes block, as a two digit code (00 to 99 for frequency from 49.0 to 51.0Hz).
- Net Watthour transmitted during each successive 15/5 minutes block, up to second decimal, with plus/minus sign.
- Cumulative Watthour transmittal at each midnight, in six digits including one decimal.
- Cumulative VArh transmittal for voltage high condition, at each midnight, in six digits including one decimal.
- Cumulative VArh transmittal for voltage low condition, at each midnight, in six digits including one decimal.
- Date and time blocks of failure of VT supply on any phase, as a star (*) mark.
- The interface meters shall have the provision of recording of energy in 15 minutes' time block as well as 5 minutes' time block as configured through software. In addition to the existing provisions of frequency resolution of 0.01Hz and they must be capable of recording Voltage and Reactive Energy at every 5 minute and have feature of auto-

time synchronization through GPS.

e. The provisions of MPEGC (Revision-III), 2024 and CEA (Installation and operation of Meters) Regulation 2006 and subsequent amendments thereof shall be applicable for metering of interface points.
f. Interface ABT Meters shall be SAMAST complied.

2.26 Fire Fighting System

Fire-fighting system in general conforms to fire insurance regulations of India. The fire-fighting system is proposed with both AC motor & diesel engine driven pump house in a fire fighting pump house building along with water storage tank of adequate capacity and oil soak pit of adequate capacity in line with Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 to drain transformer oil in case of fire or otherwise. Automatic heat actuated emulsifying system to be provided for fire protection of Transformers. However, Nitrogen Injection Fire Protection System (NIFPS) shall be required for 400 kV and 220 kV Class Transformers. In addition, for alarm system based on heat/smoke detectors are proposed to be installed at sensitive points in a substation e.g. Cable Vault, Control Room building and other buildings etc. 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. All fire protection system shall also comply with the requirement of CEA (Measures Relating to Safety & Electric Supply) regulations.

2.27 Oil evacuating, filtering, testing & 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 tanks of adequate capacities for storage of transformer oil would be provided.

2.28 Illumination

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

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

2.29 Control Room

Substation control room shall be provided to house substation work station for station level control (SAS) along with its peripheral and recording equipment's, AC & DC distribution boards, DC batteries &

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associated battery chargers, Fire Protection panels, Telecommunication panels & other panels as per present 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.

2.30 PT Distribution Scheme

A suitable PT distribution scheme for 400kV, 220 kV & 132 kV has to be provided by TSP. TSP may visit the existing Sub-Stations in order to familiarize themselves with the existing system. The PT distribution board must be suitable for distributing the main bus PTs to all the feeder/transformers. The Potential transformers shall comply with the relevant codes/standards. The number of secondary cores, accuracy class and burden shall be in accordance with the requirements of the protection and metering system. Rated burden shall be nearest to the burden computed; however it shall not exceed 100 VA. The accuracy class for metering core shall be equal to or better than the accuracy class of the meter specified in the Central Electricity Authority (Installation and Operation of Meters) Regulations. Digital optical voltage transformers shall also be acceptable in place of conventional voltage transformers.

2.31 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. 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. 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 & 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.

2.32 Fibre Optic Communication Network

The Fibre Optic Communication Network configuration and the equipment characteristics for communication system to be installed under the project as per relevant IS standard & CEA Guidelines. The sub-systems addressed within this section are:

1. Fibre Optic Transmission System (FOTS).
2. Termination Equipment Subsystems.
3. Network Management System (NMS).
4. MDF, DDF and Cabling.

The above are applicable to and in support of network configurations and Network Management System (NMS) for monitoring and control of the communication network. TMN/NMS and NMS have been interchangeably used in this specification. The security related requirements of the equipment shall be as per DoT (Department of Telecommunication) guidelines and all similar security requirements as amended by DoT on time to time basis shall be followed/complied by the TSP at no additional cost to MPPTCL till the implementation of the project. It shall be the responsibility of TSP to integrate the Fibre Optic Terminal Equipment's to existing MPPTCL Fibre Optic Network and NMS System and all necessary SFP/interface equipment's (if any) for integration, are to be arranged by TSP.

2.33 Phasor Measurement Unit (PMU)

The substations/Generating stations are provided with CTs on each bay of the switchyard and CVTs/PTs in each transmission line bay and on each bus. The CTs have one metering core and four protection cores. The CVTs are provided with three cores for metering/protection. The offered Phasor Measurement Unit (PMU) shall be connected to either of these CT and CVT cores. PMUs shall be suitable for measurement on both the cores (Meter & Protection).

The PMUs to be installed at the Substations / Power stations, shall communicate to the existing Phasor Data Concentrator (PDC) installed at SLDC as per IEEE C37.118.1-2011, IEEE C37.118.2-2011 & C37.118.1a-2014 standard or IEC/IEEE 60255-118-1:2018 Standard with all amendments. PMU complying IEC/IEEE 60255-118-1:2018 Standard shall be preferred. The PMU shall be capable of reporting with its full features to the existing PDC installed at SLDC under the Unified Real Time Dynamic State Monitoring (URTDSM) Project. The PMU's are to be provided for each feeder bays and transformers in 400kV & 220kV substations as well as specifically identified 132kV substations and the data is to be transferred through single channel to SLDC. The details of existing PDC installed at SLDC is as under:

Contract Item No as per BOQ		**Main and Backup SLDCs : B.4 a, c, d, e**
Application		**Real Time PDC, Analytics Server and PDS (Part-1)**
Sr. No.	**Item**	**Characteristics**
1	Manufacturer	CISCO
2	Model	C240-M3
3	Application	Real Time PDC and Analytics
4	Country of Origin	America (North & Latin)/ Europe
5	No. of CPU and Cores: 2 x 8 cores	2 x 10C Processor, ES-2670v2, 2.5 GHz (2 Socket)
6	Installed 128 GB	8 x 16 GB DDR3 (128 GB), 12 DIMM Slots per Processor Socket total of 24 DIMM Slots
7	Internal Auxiliary Memory: 500 Gb Delivered expendable up to 1 TB	2 x 600GB 15K, SAS HDDs. (RAID 1), 16 no. HDD Slots
8	Internal optical drive: DVD (R+W)	DVD +/-RW, SATA, External (HP Make)

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Contract Item No as per BOQ		Main and Backup SLDCs : B.4 a, c, d, e
Application		Real Time PDC, Analytics Server and PDS (Part-1)
Sr. No.	Item	Characteristics
9	Input Ports: 2 x 1 Gbps Ethernet Ports (Minimum)	4 x 1 GB Ethernet Ports
10	Power Supply: Dual AC Power Supply	Dual Power Supply, 650W
11	User interface: Through a common TFT monitor, keyboard & mouse connected through KVM Switch in I server rack	Yes
12	Mounting : Rack mountable	Yes, 2U

2.34 Remote Terminal Unit (RTU)

The TSP shall provide the complete RTUs, interface cabinets, transducers, Multi-Function meters, cabling, installation and implementation and associated support requirements.

The TSP is required to provide the data to SLDC & backup SLDC and MPPTCL SCADA CENTER either through IEC gateway of Substation Automation System (SAS) or through separate RTUs. In case telemetry to SLDC/ MPPTCL SCADA CENTER is to be provided through RTU, then TSP shall provide complete RTU, interface cabinets, transducers/MFMs, modems for both ends, data channel, and integration with SLDC through IEC 60870-5-104/101 protocol along with support requirement with support requirement. The Modems and Data Channels required for MPPTCL SCADA shall be in the scope of TSP.

3.0 GENERAL FACILITIES

Following facilities shall be provided:

- Substation Gantry/Towers are envisaged for present scope of bays only. However, for adjacent future bay, gantry/towers shall be designed for extension (considering Quad conductor for 400kV future lines, Single conductor for 220kV & 132kV future lines) wherever required.
- The sub-station shall be confirming to the requirement of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.
- In addition, the scope for development of communication system at the Substations & Transmissions lines is in the scope of TSP. The communication equipment at both ends of the transmission line terminating at MPPTCL's substation, along with its O&M, shall be in the scope of the TSP. For all the new substations, PLCC, Substation Automation System (SAS) & Time synchronization equipment, shall be provided by the TSP as per guidelines & amendments thereof.

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- Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.
- TSP has to arrange for construction power and water on its own.
- Space for storage of O&M spares shall be arranged by TSP on its own.
- 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^3 (if applicable).
- Shutdown for crossing of existing transmission lines of STU will be given to TSP free of cost. For any other transmission licensee, TSP has to coordinate with other transmission licensee during the execution stage.
- Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of the complete substation area including future switchyard area to prevent encroachment and unauthorized access. The minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL).
- All electrical equipment shall be installed above the Highest Flood Level (HFL) and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

B.5.0 EXTENSION OF EXISTING SUBSTATION

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

Sl. No	Drawing Title	Drawing No./Details	Rev. No.
A	**220kV Kotar Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-1856	R-18
4.	Foundation Plan & Cable-Trenches	XII-N08-1855	R-18
5.	Plan and Elevation	XII-N08-1854	R-18
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
B	**132kV Rewa (Sagra) Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-1916	R9

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Sl. No	Drawing Title	Drawing No./Details	Rev. No.
4.	Foundation Plan & Cable-Trenches	XII-N08-1915	R9
5.	Plan and Elevation	XII-N08-1914	R9
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
C	**132kV Rewa Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-585(E/M)	Y
4.	Foundation Plan & Cable-Trenches	XII-N08-585	Y
5.	Plan and Elevation	XII-N08-579	Y
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
D	**132kV Satna-II Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-3022	R4
4.	Foundation Plan & Cable-Trenches	XII-N08-3021	R4
5.	Plan and Elevation	XII-N08-3020	R4
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
E	**132kV Rampur Baghelan Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-1608 E/M	R10
4.	Foundation Plan & Cable-Trenches	XII-N08-1608	R10
5.	Plan and Elevation	XII-N08-1607	R10
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
F	**132kV Unchera Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-3069	R2
4.	Foundation Plan & Cable-Trenches	XII-N08-3068	R2
5.	Plan and Elevation	XII-N08-3067	R2
6.	Visual Monitoring System	-	

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Sl. No	Drawing Title	Drawing No./Details	Rev. No.
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
G	**132kV Amarpatan Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-1649e/m	K
4.	Foundation Plan & Cable-Trenches	XII-N08-1649	K
5.	Plan and Elevation	XII-N08-1648	K
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
H	**PTEMPL Switchyard**		
1.	Single Line Diagram	GNB-MEL-ELE-001	R1
2.	Electrical Layout	GNB-MEL-ELE-003	R3
3.	DSLP Layout	GNB-MEL-ELE-014	R0
4.	Cable Trench Layout and Sections	GNB-MER-ELE-015	R1
5.	Mahan Line Gantry UTM coordinates	Enclosed	
6.	General Arrangement		
7.	Earthmat Layout & BOM	GNB-MER-ELE-017	R0
8.	Tower Structure Drawings	Enclosed	
9.	Visual Monitoring System	-	
10.	Bus Bar Protection	-	
11.	Substation Automation System (SAS)	-	

SI. No.	Name of Substation	Proposed voltage class bay	Proposed bay No.	Availability of space	Whether Space capacity available in LT Transformer to provide supply required for bays	Availability of spare feeders in ACDB	Availability of Space for Installation of ACDB	Availability of spare feeders in DCDB	Availability of Space for installation of DCDB	Need of additional battery bank for upcoming bays	Availability In Existing Bus bar protection	Need of Fire hydrant system
1.	Kotar 220	220 KV	10	Yes	Yes	No	No	Yes	-	No	Yes	Additional Fire Extinguisher shall be required for upcoming bays
			11	Yes		No	No	Yes	-	No	Yes	
2.	Rewa (Sagra) 132 kV	132 KV	A	Yes	Yes	No	No	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			B			No	No	No	Yes	No		
3.	Rewa 132 kV		A	Yes	Yes	No	No	No	Yes	No	NA	

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SI. No.	Name of Substation	Proposed voltage class bay	Proposed bay No.	Availability of space	Whether Space capacity available in LT Transformer to provide supply required for bays	Availability of spare feeders in ACDB	Availability of Space for Installation of ACDB	Availability of spare feeders in DCDB	Availability of Space for installation of DCDB	Need of additional battery bank for upcoming bays	Availability In Existing Bus bar protection	Need of Fire hydrant system
		132 KV	B			No	No	No	Yes	No		Additional Fire Extinguisher shall be required for upcoming bays
4.	Amarpatan 132 kV	132 KV	7	No	Yes	Yes	-	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			5	Yes		Yes	-	No	Yes	No		
5.	Satna-II 132 kV	132 KV	1	Yes	Yes	Yes	-	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			A	Yes		Yes	-	No	Yes	No		
6.	Rampur Baghelan 132 kV	132 KV	7	Yes	Yes	No	Yes	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			8	Yes				No	Yes	No		
7.	Unchehra 132 kV	132 KV	7	Yes	Yes	Yes	-	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			8	Yes		Yes	-	No	Yes	No		

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

At Transmission Lines:

On the proposed transmission line OPGW containing 48 Fibers is to be installed by the TSP during the construction of line. The installation of OPGW shall be done from gantry to gantry and shall be terminated in a Joint Box to be provided by TSP at both the ends. OPGW shall be installed as per the scheme / arrangements followed by MPPTCL and compatible to the existing system at MPPTCL. The branching of OPGW fibers for LILO points or otherwise shall be as per prevailing practices in MPPTCL. Further, the protocols and security parameters to be follow for data transfer shall be as per the guidelines of MPSLDC/ MPPTCL.

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At Substations:

TSP shall provide FODP and Approach Cable (48F) for each line which shall be connected with OPGW fibers to be installed on the proposed transmission lines. Further, FODP and approach cable shall also to be provided at all the sub stations for terminating OPGW fibers from lines. TSP (Transmission Service Provider) shall provide STM-16/STM-4 SDH equipment (as per available communication plan of MPPTCL as approved by MPPTCL) at all substations, along with necessary interfaces to meet the voice and data communication requirement and shall be integrated with wideband network of MPPTCL. TSP shall install required no. of Phasor Measurement Units (PMUs) at all 400kV and 220kV substation and specifically identified 132kV substations for all the 400kV, 220kV & 132 kV bays (line/feeders) and transformers of the substation and shall support latest IEEE C-37.118 protocols. These PMUs shall be integrated with the PDC (Phasor Data Concentrator) located at SLDC (State Load Dispatch Center). TSP shall install RTU/SAS with necessary interfaces which shall be integrated with SLDC SCADA and MPPTCL SCADA System on IEC 60870-5-101/104 protocol. The maintenance of all the communication equipment including FODP and approach cable, PMUs, RTU/SAS shall be the responsibility of TSP.

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

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

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

The communication services viz. SCADA, MPPTCL SCADA, VoIP, PMU, AGC and AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.

A. Laying of OPGW on 400kV, 220kV and 132kV lines:

(1) TSP shall have to install one OPGW containing 48 Fibers on all the lines to be constructed by TSP.

(2) Earth wire during the construction of line. The installation of OPGW shall be done from gantry of one substation up to the gantry of second substation and shall be terminated in a Joint Box to be provided by TSP at both the ends. TSP shall provide FODP and Approach Cable (48F) at both ends which shall be connected with OPGW fibers to be installed on each line:

Sl. No.	Name of the Line / Transmission Element
1	PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line (Quad Moose)
2	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line
3	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector)
4	Rewa (Sagra) 400kV -Rewa 132kV DCDS line
5	Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad/ Twin Moose)
6	Amarpatan 400 kV -Amarpatan 132kV DCDS line (Interconnector)
7	Amarpatan 400kV -Satna -II 132kV DCDS line
8	Amarpatan 400kV -Rampur Baghelan 132kV DCDS line
9	Amarpatan 400kV -Unchehra 132kV DCDS line

With respect to treatment of OPGW fibres for LILO portion of EHV lines, following may be noted by the TSP:

- The LILO portion of the line to be constructed by the TSP shall have to be provided with double number of the fibres that of existing main line.

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- For all TBCB related EHV substations, 3 pairs of fibres shall be allotted for Grid Management purpose and the balance shall be either direct (go through) or remain dark (for which decision shall be taken up by STU/MPPTCL in the future).

Details of OPGW on Existing line

Sr. No.	Name of the Line / Transmission Element	Type of OPGW on Existing Line
1.	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S / s	48F
2.	LILO of both circuit of Rewa220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/ s	24F
3.	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s	24F

B. Other SCADA and Communication Equipment:

i. TSP shall provide FODP (96F) and Approach Cable (48/24F) at all the proposed & existing substations under the present scope and repeater station (if any) which shall be connected with OPGW fibers to be installed on the 400 kV, 220 kV and 132 kV transmission lines.

ii. TSP shall provide STM-16 SDH equipment at all the proposed & existing substations under the present scope, and at repeater stations (if any), along with necessary interfaces to meet the voice and data communication requirement and shall be integrated with remote end wideband network of MPPTCL.

iii. In case of repeater requirement, TSP shall provide Repeater shelter along with DG set, provisioning for AC and DC supply and other associated systems.

iv. The integration of Communication equipment with centralized NMS of MPPTCL shall be responsibility of TSP. Configuration work in centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment in the Centralized NMS shall be ensured by TSP. The Substations (under present of work) FOTE equipment's are to be integrated with MPPTCL NMS, proposed to be commissioned.

v. TSP shall install required no. of Phasor Measurement Units (PMUs) at each 400kV and 220kV substation and specifically identified 132kV substations for all the 400kV, 220kV & 132 kV bays (line/feeders) and transformers of the substation and shall support latest IEEE C-37.118 protocols. These PMUs shall be integrated with the PDC (Phasor Data Concentrator) located at SLDC (State Load Dispatch Center).

vi. TSP shall install RTU/SAS with necessary interfaces which shall be integrated with SLDC & MPPTCL SCADA System on IEC 60870-5-101/104 protocol.

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vii. The maintenance of all the communication equipment including FODP and approach cable, PMUs, RTU/SAS & repeater stations shall be the responsibility of TSP.

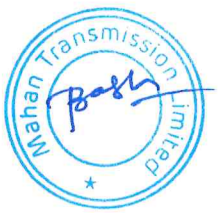
Next Generation Firewall (NGFW)

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

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

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

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



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) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.
2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and UDP packets. It shall have the provision to define application control list based on application group and/or list.
3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching
4. Firewall shall have Management Console port to configure remotely.
5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.
7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.
9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.
10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.
11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It

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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.

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.

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.

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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

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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.

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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 2x24F 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. 48F OPGW.

Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines), then 1x24F OPGW shall be required to install by TSP on one earthwire peak, on both Line In and Line Out portions of 400 kV and 765 kV lines. On 220 kV and 132 kV lines where only one E/W peak is available TSP to install one No. 24F OPGW in place of conventional earthwire.

3.4 How is the OPGW laying done in case Multi circuit Towers?

Reply: In case two different lines are using common multi circuit portion for some distance (originating from different stations, may be terminating on same or on different stations), two No. 24F OPGW to be installed on both E/W peaks for common M/C portion of 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. 48F may be installed for common multi circuit portion.

Mahan Transmission Limited

Amendment-I dated 25.11.2024 on the Request for Proposal Document and Transmission Service Agreement for selection of bidder as Transmission Service Provider for "Development of intra-state transmission system for evacuation of 1230 MW power (MPPMCL portion) through STU network from proposed 2X800 MW Thermal Power Project of M/S Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
1.	RFP, TSA & SPA	Name of the Project Specific SPV	All the reference to the name of the SPV may be read as "**MAHAN TRANSMISSION LIMITED**".

Mahan Transmission Limited

Amendment II dated 16.12.2024 to RFP documents for Selection of Bidder as Transmission Service Provider for "Development of intra-state transmission system for evacuation of 1230 MW power (MPPMCL portion) through STU network from proposed 2X800 MW Thermal Power Project of M/S Mahan Energen Ltd. (MEL)" through tariff based competitive bidding

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1.</td><td>Scope of work in RFP & TSA</td><td>
<table>
<tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th></tr>
<tr><td>1 (i)</td><td>...</td></tr>
<tr><td>(ii)</td><td>PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line (Quad Moose)
• 400 kV Line Bay: 2 Nos. at PTEMPL (MEL) Switchyard for termination of PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line
• 80MVAR, 420kV Switchable Line Reactor on each circuit at Rewa (Sagra) end: 2 No.</td></tr>
<tr><td>(iii)</td><td>...</td></tr>
<tr><td>(iv)</td><td>...</td></tr>
<tr><td>(v)</td><td>...</td></tr>
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• 400 kV Line Bay: 2 Nos. at PTEMPL (MEL) Switchyard for termination of PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line
• 80MVAR, 420kV Switchable Line Reactor on each circuit at Rewa (Sagra) end <u>with NGR bypassing arrangement so that the same can be utilized as Bus Reactors under line outage</u>: 2 No.</td></tr>
<tr><td>(iii)</td><td>...</td></tr>
<tr><td>(iv)</td><td>...</td></tr>
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Mahan Transmission Limited

Amendment-III dated 07.01.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

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<tr><td></td><td></td><td>1 (i)</td><td>Construction works of 400/220/132 kV Substation at Rewa (Sagra)
(2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor)

• 500 MVA, 400/220kV ICT: 2 Nos.
• 200 MVA, 220/132kV ICT: 2 Nos.
• 125 MVAR 420 kV Switchable Bus Reactor: 1 No.
• 400kV ICT Bay-02 Nos.
• 400 kV Line Bay: 4 Nos.
• 400 kV Bus Reactor Bay: 1 No.
• 220 kV Line Bay: 6 Nos.
• 132 kV Line Bay: 8 Nos.
• 220 kV ICT Bay: 4 Nos.
• 132 kV ICT bay: 2 Nos.
• <u>400 kV Bus Coupler bay: 1 No. and 400 kV Transfer Bus Coupler bay: 1 No</u>.
• 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No.
• 132 kV Transfer Bus Coupler bay: 2 No.
• 220 kV Bus Sectionalizer: One set
• 132 kV Bus Sectionalizer: One set
Future Provisions: Space for .....</td><td>1 (i)</td><td>Construction works of 400/220/132 kV Substation at Rewa (Sagra)
(2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor)

• 500 MVA, 400/220kV ICT: 2 Nos.
• 200 MVA, 220/132kV ICT: 2 Nos.
• 125 MVAR 420 kV Switchable Bus Reactor: 1 No.
• 400kV ICT Bay-02 Nos.
• 400 kV Line Bay: 4 Nos.
• 400 kV Bus Reactor Bay: 1 No.
• 220 kV Line Bay: 6 Nos.
• 132 kV Line Bay: 8 Nos.
• 220 kV ICT Bay: 4 Nos.
• 132 kV ICT bay: 2 Nos.
• <u>deleted</u>
• 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No.
• 132 kV Transfer Bus Coupler bay: 2 No.
• 220 kV Bus Sectionalizer: One set
• 132 kV Bus Sectionalizer: One set
Future Provisions: Space for .....</td></tr>
<tr><td></td><td></td><td>(ii)</td><td>.....</td><td>(ii)</td><td>.....</td></tr>
<tr><td></td><td></td><td>(iii)</td><td>...</td><td>(iii)</td><td>...</td></tr>
<tr><td></td><td></td><td>(iv)</td><td>...</td><td>(iv)</td><td>...</td></tr>
<tr><td></td><td></td><td>(v)</td><td>...</td><td>(v)</td><td>...</td></tr>
<tr><td></td><td></td><td>(vi)</td><td>...</td><td>(vi)</td><td>...</td></tr>
<tr><td></td><td></td><td></td><td></td><td>(vii)</td><td>...</td></tr>
</table>

Amendment-III dated 07.01.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

Sl. N	Clause No.	Existing Clause		New/Revised Clause	
		(vii)	...	2 (i)	Construction works of 400/220/132 kV Substation at Amarpatan (2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor) • 500 MVA, 400/220kV ICT : 2 Nos. • 200 MVA, 220/132kV ICT: 2 Nos. • 125 MVAR 420 kV Switchable Bus Reactor: 1 No. • 400kV ICT Bay- 2 Nos. • 400 kV Line Bay: 2 Nos. • 400 kV Bus Reactor Bay: 1 No. • 220 kV Line Bay: 4 Nos. • 132 kV Line Bay: 8 Nos. • 220 kV ICT Bay: 4 Nos. • 132 kV ICT bay: 2 Nos. • **deleted** • 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No. • 132 kV Transfer Bus Coupler bay: 2 No. • 220 kV Bus Sectionalizer: One set • 132 kV Bus Sectionalizer: One set **Future Provisions: Space for** .....
		2 (i)	Construction works of 400/220/132 kV Substation at Amarpatan (2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor) • 500 MVA, 400/220kV ICT : 2 Nos. • 200 MVA, 220/132kV ICT: 2 Nos. • 125 MVAR 420 kV Switchable Bus Reactor: 1 No. • 400kV ICT Bay- 2 Nos. • 400 kV Line Bay: 2 Nos. • 400 kV Bus Reactor Bay: 1 No. • 220 kV Line Bay: 4 Nos. • 132 kV Line Bay: 8 Nos. • 220 kV ICT Bay: 4 Nos. • 132 kV ICT bay: 2 Nos. • **400 kV Bus Coupler bay: 1 No. and 400 kV Transfer Bus Coupler bay: 1 No.** • 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No. • 132 kV Transfer Bus Coupler bay: 2 No. • 220 kV Bus Sectionalizer: One set • 132 kV Bus Sectionalizer: One set **Future Provisions: Space for**	(ii)	Rewa (Sagra) 400kV - Amarpatan 400kV DCDS line (Quad Moose) • **deleted**
		(ii)	Rewa (Sagra) 400kV - Amarpatan 400kV DCDS line (Quad Moose) • 400 kV Line Bay: 2 Nos. at Amarpatan Substation for termination of Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad Moose)	(iii)	...
		(iii)	...	(iv)	...
		(iv)	...	(v)	...
				(vi)	...
				(vii)	...

Mahan Transmission Limited

Amendment-III dated 07.01.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

Sl. N	Clause No.	Existing Clause	New/Revised Clause
		(v) ... (vi) ... (vii) ...	
2.	SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION RFP & TSA	**A. Laying of OPGW on 400kV, 220kV and 132kV lines:** ..... With respect to treatment of OPGW fibres for LILO portion of EHV lines, following may be noted by the TSP: • The LILO portion of the line to be constructed by the TSP shall have to be provided with double number of the fibres that of existing main line. • For all TBCB related EHV substations, 3 pairs of fibres shall be allotted for Grid Management purpose and the balance shall be either direct (go through) or remain dark (for which decision shall be taken up by STU/MPPTCL in the future). ..... **B. Other SCADA and Communication Equipment:** i. TSP shall provide FODP (96F) and Approach Cable **(48/24F)** at all the proposed & existing substations under the present scope and repeater station (if any) which shall be connected with OPGW fibers to be installed on the 400 kV, 220 kV and 132 kV transmission lines.	**A. Laying of OPGW on 400kV, 220kV and 132kV lines:** ..... With respect to treatment of OPGW fibres for LILO portion of EHV lines, following may be noted by the TSP: • The LILO portion of the line to be constructed by the TSP shall have to be provided with double number of the fibres that of existing main line **i.e. 96F for each LILO portion.** • For all TBCB related EHV substations, 3 pairs of fibres shall be allotted for Grid Management purpose and the balance shall be either direct (go through) or remain dark (for which decision shall be taken up by STU/MPPTCL in the future). ..... **B. Other SCADA and Communication Equipment:** i. TSP shall provide FODP (96F) and Approach Cable **(48F)** at all the proposed & existing substations under the present scope and repeater station (if any) which shall be connected with OPGW fibers to be installed on the 400 kV, 220 kV and 132 kV transmission lines. .....
3.	Frequently Asked Queries: 3.3 Communication	3.3 How is the OPGW laying done in case of LILO lines? **Reply**: In case LILO lines are on same towers (e.g. both Line in and Line Out portion are on same towers, generally done LILO of S/C lines). Then **2x24F** OPGW shall be required to install by TSP on both earthwire peak on 400 kV & 765 kV lines where two E/W peaks are available. On 220 & 132 kV lines where only one E/W peak is available TSP to install one no. **48F** OPGW.	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 & 765 kV lines where two E/W peaks are available. On 220 & 132 kV lines where only one E/W peak is available TSP to install one no. **96F** OPGW.

Mahan Transmission Limited

Amendment-III dated 07.01.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

Sl. N	Clause No.	Existing Clause	New/Revised Clause
		Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines). Then **1x24F** OPGW shall be required to install by TSP on one earthwire peak and conventional earthwire on second earthwire peak, on both Line In and Line Out portion towers of 400 kV & 765 kV lines. On 220 &132 kV lines where only one E/W peak is available TSP to install one no. **24F** OPGW in place of conventional earthwire. 3.4 How is the OPGW laying done in case Multi circuit Towers? **Reply**: In case two different lines are using common multi circuit portion for some distance (originating from different stations, may be terminating on same or on different stations). Two no. **24F** OPGW to be installed on both E/W peaks for common M/C portion of 765 kV & 400 kV lines. Incase 220/132 kV lines using multi circuit portion where single E/W peak is available one no **48F** may be installed for common multi circuit portion.	Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines). Then **1x48F** OPGW shall be required to install by TSP on one earthwire peak and conventional earthwire on second earthwire peak, on both Line In and Line Out portion towers of 400 kV & 765 kV lines. On 220 &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 & 400 kV lines. Incase 220/132 kV lines using multi circuit portion where single E/W peak is available one no **96F** may be installed for common multi circuit portion.
4.	Clause 2.1 Qualification Requirements Of RFP	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	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

Mahan Transmission Limited

Amendment-III dated 07.01.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

Sl. N	Clause No.	Existing Clause	New/Revised Clause
		System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard, shall be eligible hereunder. Further, it is clarified that Procuring Entity as defined in orders shall deemed to have included Selected Bidder and/ or TSP. Besides, Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No .2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, as amended from time to time, have issued directions regarding public procurement from a bidder of a country, which shares land border with India are also applicable.	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 may be further 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 and 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.
5.	Para-4 of Annexure-1 Covering Letter Of RFP	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 from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.	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**

Mahan Transmission Limited

Amendment-III dated 07.01.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

Sl. N	Clause No.	Existing Clause	New/Revised Clause
		We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India.	**by Ministry of Power for transmission sector, as may be further** 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.
6.	Article 4 Clause 4.1(i) of TSA	to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP). Also, to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;	to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. **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 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, Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD dated

Mahan Transmission Limited

Amendment-III dated 07.01.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

Sl. N	Clause No.	Existing Clause	New/Revised Clause
			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;

Mahan Transmission Limited

Amendment-IV dated 21.01.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through tariff based competitive bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing 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 1500 hours (IST) on <u>21.01.2025</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 1500 hours (IST) on <u>28.01.2025</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>21.01.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td><u>21.01.2025</u></td><td>Opening of Technical Bid</td></tr><tr><td><u>29.01.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr><tr><td><u>30.01.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td><u>31.01.2025</u></td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td><u>05.02.2025</u></td><td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td></tr><tr><td><u>10.02.2025</u></td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td><u>20.02.2025</u></td><td>Signing of RFP Project Documents and transfer of Mahan Transmission Limited</td></tr></table></td><td>Important timelines are mentioned below:
<table><tr><th>Date</th><th>Event</th></tr><tr><td><u>28.01.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td><u>28.01.2025</u></td><td>Opening of Technical Bid</td></tr><tr><td><u>05.02.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr><tr><td><u>06.02.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td><u>07.02.2025</u></td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td><u>12.02.2025</u></td><td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td></tr><tr><td><u>17.02.2025</u></td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td><u>27.02.2025</u></td><td>Signing of RFP Project Documents and transfer of Mahan Transmission Limited</td></tr></table></td></tr>
<tr><td>3</td><td>2.13.1 of RFP</td><td>…….

Opening of Envelope (Technical Bid): 1530 hours (IST) on <u>21.01.2025</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on <u>30.01.2025</u> in the office of MPPTCL</td><td>…….

Opening of Envelope (Technical Bid): 1530 hours (IST) on <u>28.01.2025</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on <u>06.02.2025</u> in the office of MPPTCL.</td></tr>
</table>

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)

Annexure A8

REC 250 Power Development

Ref No: RECPDCL/TBCB/MEL/2024-25/3060

Date: 09.12.2024

Mr. Sanjay Johari, VP
M/s Adani Energy Solutions Limited,
(Formerly known as Adani Transmission Ltd.)
12th Floor, South Wing, KP Epitome-B Block,
Makarba, S G Highway, Ahmedabad, Gujarat-380051

Subject: **Issuance of RFP documents & survey Report for selection of Development of Intra-State Transmission System for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)" through Tariff Based Competitive Bidding process.**

Ref: Your email dated 07.12.2024.

Dear Sir,

This is in reference to your email referred above therein enclosing details of fund of Rs. 5,90,000.00 (Rupees Five Lakh Ninety Thousand only) (inclusive of 18% GST) transferred through online mode **(Transaction No.- YESBR12024120600025227 dated 06.12.2024)**, therein requesting to issue the RFP document for selection of "Development of Intra-State Transmission System for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL) through tariff based competitive bidding (TBCB) process.

With reference to above & your request for issuance of RFP Project Documents, please find enclosed herewith the following documents:

1. Copy of Request for Proposal (RFP) document.
2. Copy of Draft Transmission Service Agreement (TSA) - (Enclosure 1 of Annexure-20 of RFP),
3. Copy of Draft Share Purchase Agreement (SPA) - (Enclosure 2 of Annexure-20 of RFP).
4. One CD containing soft copy of RFP (.pdf & .doc), TSA (.pdf), SPA (.pdf).
5. The survey report along with Route Alignment Drawings and one CD containing soft copy of Survey Report and Route Alignment drawings.

We look forward to your participation in the aforesaid bidding process.

Thanking you,

Yours faithfully,

for (Satyaban Sahoo)
09/12/2024
General Manager (Tech.)

Encl: As above

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/Mahan/2024-25/**3929** Date: 24-FEB-2025

M/s Adani Energy Solutions Limited
12th Floor, South Wing, KP Epitome – B Block,
Makarba, S G Highway, Ahmedabad – 380051.

(Kind Attention: Sh. Sanjay Johari, VP)

"Development of Intra-State Transmission System for Evacuation of 1230 MW Power (MPPMCL portion) through STU Network from Proposed 2X800 MW Thermal Power Project of M/s Mahan Energen Ltd. (MEL)" through Tariff Based Competitive Bidding (TBCB) Process – **Letter of Intent.**

Dear Sir,

We refer to:

1. The Request for Proposal (RfP) dated 18.11.2024 comprising RfP, Draft Transmission Service Agreement, Share Purchase Agreement and Survey Report dated 09.12.2024 issued to M/s Adani Energy Solutions Limited, as regards participation in the Global Invitation for Bids for "Development of Intra-State Transmission System for Evacuation of 1230 MW Power (MPPMCL portion) through STU Network from Proposed 2X800 MW Thermal Power Project of M/s Mahan Energen Ltd. (MEL)" 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 25.11.2024,
   (ii) Amendment-II dated 16.12.2024,
   (iii) Clarifications dated 04.01.2025
   (iv) Amendment-III and Additional Clarifications dated 07.01.2025,
   (v) Amendment-IV and Additional Clarifications dated 21.01.2025,
   (vi) Additional Clarifications dated 24.01.2025,

2. The offer of M/s Adani Energy Solutions Limited by way of a Technical Bid pursuant to (1) above submitted on 28.01.2025 in response to the Final RFP.

3. The Initial Price Offer of M/s Adani Energy Solutions Limited as submitted on 28.01.2025 in response to the Final RFP.

4. The final offer of M/s Adani Energy Solutions Limited, discovered during e-Reverse Auction, conducted on 05.02.2025 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 Adani Energy Solutions Limited is here by declared as Successful Bidder as

Mahan Transmission Limited

Power Development and Consultancy Limited Gurugram

D- Block, REC Headquarter, Plot No. I-4, Sector-29, Gurugram, (Haryana) -122001.
E-mail: co@recpdcl.in | Tel.: 01224-4441300 | www.recpdcl.in | CIN No. RECPDCL-U40101DL2007GOI165779 | GST No. 06AADCR7399K1ZP

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 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. 46.95 Crore (Rupees Forty-Six Crore Ninety-Five Lakhs Only) within 10 (Ten) days from issue of this LoI, in favour of the Long-Term Transmission Customer, 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 Adani Energy Solutions Limited with the REC Power Development and Consultancy Limited & Long-Term Transmission Customer 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.

Wahan Transmission Limited

Yours faithfully

24/02/2025

(t.s.c. bosh)
Chief Executive Officer

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.

REC Power Development and Consultancy Limited Gurugram

Copy for kind information to:

1. **Shri Avinash Lavania, IAS**
   Managing Director
   MP Power Management Company Limited
   Shakti Bhawan, Rampur, Jabalpur (M.P.) 482008

2. **The Secretary**
   Madhya Pradesh Electricity Regulatory Commission
   5th Floor, Metro Plaza, Arera Colony, Bittan Market
   Bhopal, Madhya Pradesh 462016

3. **Shri Sunil Tiwari,**
   Managing Director
   MP Power Transmission Company Limited
   Shakti Bhawan, Rampur, Jabalpur (M.P.) 482008

4. **The Officer on Special Duty (OSD)**
   Government of Madhya Pradesh, Energy Department
   Mantralaya, Vallabh Bhawan
   Bhopal, Madhya Pradesh 462004

REC Power Development and Consultancy Limited Gurugram

Wahan Transmission Limited

ANNEXURE 21 - FORMAT FOR FINANCIAL BID

Quoted Annual Transmission Charges: Rs. 3628.72 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.

REC Power Development and Consultancy Limited Gurugram

Mahan Transmission Limited

adani
Energy Solutions

UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Date: 27.01.2025

To,

Chief Executive Officer,
REC Power Development and Consultancy Limited
(formerly REC Power Distribution Company 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 for "Development of Intra-State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)"**

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 MPERC (Terms & Conditions for Intra State Open Access in Madhya Pradesh), Regulations, (Revision-VI) 2021.{ARG-24 (I) (iv) of 2024] and as amended from time to time.

3. We give our unconditional acceptance to the RFP dated 18.11.2024 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

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

Mahan Transmission Limited

Adani Energy Solutions Ltd
(Formerly known as Adani Transmission Limited)
Adani Corporate House
Shantigram, Near Vaishno Devi Circle,
S. G. Highway, Khodiyar,
Ahmedabad 382 421
Gujarat, India
CIN: L40300GJ2013PLC077803

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adanienergysolutions.com

Adani Energy Solutions Limited

adani
Energy Solutions

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. Not Applicable

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

Sr. 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(i)	Construction works of 400/220/132 kV Substation at Rewa (Sagra)	25.10.2026	60%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned simultaneously as their utilization is dependent on each other.
(ii)	PTEMPL (MEL) Switchyard-Rewa (Sagra) 400kV DCDS line (Quad Moose)			
(iii)	LILO of both circuit of Rewa Sirmour/ Bansagar-I 220kV line at Rewa (Sagra) 400 kV S/s			
(iv)	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line			
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector)			
(vi)	Rewa (Sagra) 400kV -Rewa 132kV DCDS line			

Maharan Transmission Limited

Adani Energy Solutions Limited

Adani Energy Solutions Ltd
(Formerly known as Adani Transmission Limited)
Adani Corporate House
Shantigram, Near Vaishno Devi Circle,
S. G. Highway, Khodiyar,
Ahmedabad 382 421
Gujarat, India
CIN: L40300GJ2013PLC077803

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adanienergysolutions.com

adani
Energy Solutions

Sr. 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
(vii)	LILO of both circuit of Rewa 220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/s			
2(i)	Construction works of 400/220/132 kV Substation at Amarpatan	25.04.2027	40%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned before as utilization of element under S. No. 2(i) to (vii) are dependent on above
(ii)	Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad/ Twin Moose)			
(iii)	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s			
(iv)	Amarpatan 400 kV - Amarpatan 132kV DCDS line (Interconnector)			
(v)	Amarpatan 400kV -Satna - II 132kV DCDS line			
(vi)	Arnarpatan 400kV - Rampur Baghelanm 132kV DCDS line			
(vii)	Amarpatan 400kV - Unchehra 132kV DCDS line			

Mahan Transmission Limited

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: 25.04.2027

Adani Energy Solutions Limited

Adani Energy Solutions Ltd
(Formerly known as Adani Transmission Limited)
Adani Corporate House
Shantigram, Near Vaishno Devi Circle,
S. G. Highway, Khodiyar,
Ahmedabad 382 421
Gujarat, India
CIN: L40300GJ2013PLC077803

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adanienergysolutions.com

adani
Energy Solutions

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 **MAHAN 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.

Avijit Roy

Adani Energy Solutions Limited

Name : Mr. Avijit Roy
Designation : Authorized Signatory
Date : 27.01.2025
Place : Ahmedabad

Common seal of Adani Energy Solutions Limited has been affixed in my / our presence pursuant to Board of Director's Resolution dated 22.10.2024

WITNESS

Signature:
Name: Amit Chatterjee
Designation: Authorized Signatory
Date : 27.01.2025

Signature:
Name: Bhatt Grishma
Designation: Authorized Signatory
Date : 27.01.2025

Mahan Transmission Limited

Adani Energy Solutions Ltd
(Formerly known as Adani Transmission Limited)
Adani Corporate House
Shantigram, Near Vaishno Devi Circle,
S. G. Highway, Khodiyar,
Ahmedabad 382 421
Gujarat, India
CIN: L40300GJ2013PLC077803

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adanienergysolutions.com

ICICI Bank

Date: 25-03-2025
Ref: 0024NDLG00466725

To,
MP POWER MANAGEMENT COMPANY LTD
BLOCK NO 11,
FIRST FLOOR, SHAKTI BHAWAN,
RAMPUR
Jabalpur
-
INDIA
482008

Sub: Issuance of Bank Guarantee

Dear Sir/Madam,

Please find enclosed Bank Guarantee issued by ICICI Bank Limited ("ICICI Bank") favoring yourself on behalf of: ADANI ENERGY SOLUTIONS LIMITED, ADANI CORPORATE HOUSE,SHANTIGRAM,S G HIGHWAY, , NR VAISHNO DEVI CIRCLE, , AHMEDABAD, GUJARAT, INDIA, 382421 ("Bank Guarantee") with the tenor and claim period as requested by you. For ease of reference the details have been reproduced as below:

Bank Guarantee No. & Date of Issue	Expiry Date	Claim Expiry Date	Currency	Amount of Bank Guarantee
0024NDLG00466725 25-03-2025	30-09-2027	30-09-2028	INR	46,95,00,000.00

We confirm that the officials who have signed the above Bank Guarantee are authorized to sign such documents on behalf of ICICI Bank. You may verify genuineness of the Bank Guarantee by writing to us at bgconfirmation@icicibank.com for receiving the confirmation over email.

Alternatively, you may also write to the following address to verify the genuineness of the BG :

ICICI Bank Limited, Trade Finance Operations Group,
ICICI Bank Towers, Survey No.115/27, Tower 3, South Wing, 6th Floor,
Plot No. 12, Nanakramguda, Serilingampally, Hyderabad - 500032, Telangana

In the event of invocation, we request you to please ensure compliance with the terms and conditions of the Bank Guarantee in order to ensure timely payment. You are requested to ensure special care inter alia with respect to the following in the invocation claim letter -

- Bank Guarantee Number
- Expiry/Claim Expiry date
- Claim Amount
- Designated Bank branch for submission of invocation claim
- Any declaration / certification that may be required as part of the guarantee text.
- Any other requisite document including the original Bank Guarantee.

Please note that ICICI Bank shall not be liable under the Bank Guarantee post expiry of the claim period as requested by you.

Wahan Transmission Limited

Thanking you,

Yours faithfully,

For ICICI Bank Limited
Authorized Signatory

ICICI BANK LTD.
Authorised Signatory
RUTU MEHTA
90024089

ICICI BANK LIMITED
Authorised Signatory
Gopal Krishna Bajpai
90011578

ICICI Bank Limited
2nd Floor, JMC House,
Opp. Parimal Garden,
Ahmedabad – 380 006,
Gujarat, India.

Website www.icicibank.com
CIN :L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower, Near Chakli Ci
Old Padra Road, Vadodara 390 (
India.
Corp. Office : ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400051, India

ICICI Bank

Date: 25-03-2025
Ref: 0024NDLG00466725

To,
ADANI ENERGY SOLUTIONS LIMITED
ADANI CORPORATE HOUSE,SHANTIGRAM,S G HIGHWAY,
NR VAISHNO DEVI CIRCLE

AHMEDABAD
GUJARAT
INDIA
382421

Sub:-Issuance of Bank Guarantee

Dear Sir/Madam,

Please find enclosed the Bank Guarantee issued by ICICI Bank Limited ("ICICI Bank") favouring MP POWER MANAGEMENT COMPANY LTD, BLOCK NO 11,, FIRST FLOOR, SHAKTI BHAWAN,, RAMPUR, Jabalpur, -, INDIA, 482008 ("Bank Guarantee") at your request. Details are as under:

Bank Guarantee No. & Date of Issue	Expiry Date	Claim Expiry Date	Currency	Amount of Bank Guarantee
0024NDLG00466725 25-03-2025	30-09-2027	30-09-2028	INR	46,95,00,000.00

We confirm that the officials who have signed the above Bank Guarantee are authorized to sign such documents on behalf of ICICI Bank Limited.

Please confirm that the Bank Guarantee has been issued in the desired format. In case of any discrepancy in the format of the Bank Guarantee, please bring it to our notice before providing the same to the Beneficiary.

Yours faithfully,

Name

Designation

ICICI BANK L...
Authorised Signatory
RUTU MEHTA
90024089

ICICI BANK LIMITED
Authorised Signatory
Gopal Krishna Bajpai
90017576

Wahan Transmission Limited

IN-GJ80177964554124X

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	IN-GJ80177964554124X
Certificate Issued Date	:	22-Mar-2025 04:36 PM
Account Reference	:	CSCACC (GV)/ gjcsceg07/ GJ-AHTHA1120/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJCSCEG07704132957318 99X
Purchased by	:	ICICI BANK LIMITED
Description of Document	:	Article 32 Letter of Guarantee
Description	:	BANK GUARANTEE
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ICICI BANK LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ICICI BANK LIMITED
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

ICICI BANK LTD. AHMEDABAD

This Stamp Papers Forms an integral part of Issuance/Amendment to Bank Guarantee No. 002ANOL4 attached herewith.
00466725

Date : 25-03-25

Place Ahmedabad.

GUJARAT AHMEDABAD

ICICI BANK LTD.

Authorised Signatory
RUTU MEHTA
90024089

ICICI BANK LIMITED

Authorised Signatory
Gopal Kumar Bajpai
90011578

Mahan Transmission Pvt. Ltd.

IN-GJ80177964554124X

IPF 0001977020

void void void

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Sr.No. 2236829

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

BG Number: 0024NDLG00466725
Issuance Date: March 25, 2025

ICICI Bank

1 CONTRACT PERFORMANCE GUARANTEE

2 To,
3 MP Power Management Company Ltd
4 Block no 11,
5 First Floor, Shakti Bhawan,
6 Rampur Jabalpur - 482008

7 In consideration of the M/s Adani Energy Solutions Limited having its registered office at
8 Adani Corporate House, Shantigram, Nr. Vaishnodevi Circle, SG Highway, Ahmedabad
9 -382421 agreeing to undertake the obligations under the Transmission Service Agreement to
10 be executed on dated 26.03.2025 and the other RFP Project Documents and the MP Power
11 Management Company Ltd and REC Power Development and Consultancy Limited, agreeing
12 to execute the RFP Project Documents with the Selected Bidder regarding setting up the
13 Project, ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and
14 licensed as a bank under the Banking Regulation Act, 1949 and having registered address at
15 ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat. Pin – 390 007 and
16 one of its branch address at ICICI Bank Ltd, Transaction Banking, 2nd Floor, JMC House, Opp.
17 Parimal Garden, Ambawadi, Ahmedabad – 380 006, Gujarat (hereinafter referred to as
18 "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to MP
19 Power Management Company Ltd at Block no 11, First Floor, Shakti Bhawan, Rampur
20 Jabalpur - 482008, forthwith on demand in writing from the MP Power Management
21 Company Ltd or any Officer authorized by it in this behalf, any amount up to and not
22 exceeding Rupees Forty Six Crore and Ninety Five Lakh (Rs. 46.95 Crore) only on behalf of
23 M/s Adani Energy Solutions Limited.

BENEFICIARY COPY

24 This guarantee shall be valid and binding on the Guarantor Bank up to and including
25 30.09.2027 and shall not be terminable by notice or any change in the constitution of the Bank
26 or the term of the Transmission Service Agreement or by any other reasons whatsoever and
27 our liability hereunder shall not be impaired or discharged by any extension of time or
28 variations or alternations, made, given, or agreed with or without our knowledge or consent,
29 by or between parties to the respective agreement.

30 Our liability under this Guarantee is restricted to Rupees Forty Six Crore and Ninety Five Lakh
31 Rs. 46,95,00,000.00 only. Our Guarantee shall remain in force until 30.09.2027. The MP
32 Power Management Company Ltd shall be entitled to invoke this Guarantee up to three
33 hundred sixty five (365) days of the last date of the validity of this Guarantee.

Mahan Transmission Limited

ICICI BANK LTD.
Authorised Signatory
RUTU MEHTA
90024089

ICICI BANK LIMITED
Authorised Signatory
Gopal Krishna
90011578

beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuan
ing to the email ID bgconfirmation@icicibank.com or to ICICI Bank Limited,Trade Finance Operations Group, ICICI Bank To
vey No.115/27, Tower 3, South Wing, 6th Floor, Plot No. 12, Nanakramguda, Serilingampalli, Hyderabad, 500032, Telangan

gd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gu
one : +91-265-6722286, CIN L65190GJ1994PLC021012

Sr.No. 2236830

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

BG Number: 0024NDLG00466725
Issuance Date: March 25, 2025

ICICI Bank

34 The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to
35 the written demand from the MP Power Management Company Ltd, made in any format,
36 raised at the above mentioned address of the Guarantor Bank, in order to make the said
37 payment to the MP Power Management Company Ltd.

38 The Guarantor Bank shall make payment hereunder on first demand without restriction or
39 conditions and notwithstanding any objection by Adani Energy Solutions Limited, Mahan
40 Transmission Limited, and/or any other person. The Guarantor Bank shall not require the MP
41 Power Management Company Ltd to justify the invocation of this BANK GUARANTEE, nor
42 shall the Guarantor Bank have any recourse against the MP Power Management Company
43 Ltd in respect of any payment made hereunder.

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

BENEFICIARY COPY

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

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

51 This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly
52 the MP Power Management Company Ltd shall not be obliged before enforcing this BANK
53 GUARANTEE to take any action in any court or arbitral proceedings against Mahan
54 Transmission Limited or Adani Energy Solutions Limited, as the case may be, to make any
55 claim against or any demand on Mahan Transmission Limited or Adani Energy Solutions
56 Limited, as the case may be, or to give any notice to Mahan Transmission Limited or Adani
57 Energy Solutions Limited, as the case may be, or to enforce any security held by the MP Power
58 Management Company Ltd or to exercise, levy or enforce any distress, diligence or other
59 process against Mahan Transmission Limited or Adani Energy Solutions Limited, as the case
60 may be.

61 The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to MP Power
62 Management Company Ltd and may be assigned, in whole or in part, (whether absolutely or
63 by way of security) by MP Power Management Company Ltd to any entity to whom the MP
64 Power Management Company Ltd is entitled to assign its rights and obligations under the

Mahan Transmission Limited

ICICI BANK LTD.
Authorised Signatory
TRUPTI MEHTA
90024089

ICICI BANK LIMITED
Authorized Signatory
Gopal Krishna Saipal
90011578

beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuan
ing to the email ID bgconfirmation@icicibank.com or to the ICICI Bank Limited,Trade Finance Operations Group,ICICI Bank To
vey No.115/27, Tower 3, South Wing, 6th Floor, Plot No. 42, Manakramguda, Serilingampally, Hyderabad - 500032, Telangan
gd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gu
one : +91-265-6722286, CIN L65190GJ1994PLC021012

Sr.No. 2236831

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

BG Number: 0024NDLG00466725
Issuance Date: March 25, 2025

ICICI Bank

65 Transmission Service Agreement.

66 The Guarantor Bank hereby agrees and acknowledges that the MP Power Management
67 Company Ltd shall have a right to invoke this Bank Guarantee either in part or in full, as it
68 may deem fit.

69 Notwithstanding anything contained hereinabove, our liability under this Guarantee is
70 restricted to Rupees Forty Six Crore and Ninety Five Lakh Rs.46,95,00,000.00 only and it shall
71 remain in force until 30.09.2027, with an additional claim period of three hundred sixty five
72 (365) days i.e 30.09.2028 thereafter. This BANK GUARANTEE shall be extended from time to
73 time for such period, as may be desired by M/s Adani Energy Solutions Limited. We are liable
74 to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the MP
75 Power Management Company Ltd serves upon us a written claim or demand at ICICI Bank
76 branch located at Transaction Banking,2nd Floor, JMC House, Opp. Borimal Garden,
77 Ambawadi, Ahmedabad – 380 006

BENEFICIARY COPY

78 Date:25/03/2025
79 Place:Ahmedabad
80 FOR ICICI BANK LIMITED
81 Authorised Signatories
82 : Signature:_____ Signature:_____
83 Name:_____ Name:_____
84 Signature Code:_____ Signature Code:_____

ICICI BANK LTD.
Authorised Signatory
RUTU MEHTA
90024089

ICICI BANK LIMITED
Authorised Signatory
Gopal Krishna Bajpai
900115?8

Mahan Transmission Limited

beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its Issuanc
ing to the email ID bgconfirmation@icicibank.com or to ICICI Bank Limited,Trade Finance Operations Group, ICICI Bank To
vey No.115/27, Tower 3, South Wing, 6th Floor, Plot No. 12, Nanakramguda, Serilingampally, Hyderabad – 500032, Telangan

d. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gu
ne : +91-265-6722286, CIN L65190GJ1994PLC021012

Annexure A11

SHARE PURCHASE AGREEMENT

BETWEEN

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

AND

MAHAN TRANSMISSION LIMITED

AND

ADANI ENERGY SOLUTIONS LIMITED

Dated: 26th March, 2025

Mahan Transmission Limited

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp
Reprinted e-Stamp Certificate

Certificate No.	:	IN-DL48805398526543X
Certificate Issued Date	:	11-Mar-2025 04:33 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF39915901114833X
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	:	MAHAN TRANSMISSION LIMITED
Second Party	:	ADANI ENERGY SOLUTIONS LIMITED
Stamp Duty Paid By	:	MAHAN TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

₹500

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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Please write or type below this line

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (**'Agreement'**) made on the 26th day of March, 2025 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**;

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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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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp
Reprinted e-Stamp Certificate

Certificate No.	:	IN-DL48814229246204X
Certificate Issued Date	:	11-Mar-2025 04:40 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF39932176357747X
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	:	MAHAN TRANSMISSION LIMITED
Second Party	:	ADANI ENERGY SOLUTIONS LIMITED
Stamp Duty Paid By	:	MAHAN TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

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SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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AND

MAHAN TRANSMISSION LIMITED a company incorporated under the Companies Act, 2013 vide CIN - U42202DL2024GOI438962, 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**;

REC Power Development and Consultancy Limited Gurugram — RECPDCL

Mahan Transmission Limited New Delhi 110003 Core-4, Scope Complex, 7, Lodhi Road — MTL

AESL

Mahan Transmission Limited

Adani Energy Solutions Limited

Statutory Alert:
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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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Government of National Capital Territory of Delhi

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Certificate No.	:	IN-DL48797626623262X
Certificate Issued Date	:	11-Mar-2025 04:27 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF39902710032843X
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	:	MAHAN TRANSMISSION LIMITED
Second Party	:	ADANI ENERGY SOLUTIONS LIMITED
Stamp Duty Paid By	:	MAHAN TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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Mahan Transmission Limited

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AND

ADANI ENERGY SOLUTIONS LIMITED, a company incorporated under the Companies Act, 1956 vide CIN-L40300GJ2013PLC077803 and having its registered office at **Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat, India - 382421** (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.**

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Mahan Transmission Limited New Delhi 110003

Adani Energy Solutions Limited

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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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WHEREAS:

A. The Government of Madhya Pradesh vide its Notification No. 6395/2195283/2024/XIII dated 28.08.2024 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 "**Development of Intra-State transmission system for Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL)**" 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, Adani Energy Solutions Limited has been identified as the Selected Bidder vide Letter of Intent dated 24th February 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:

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REC Power Development and Consultancy Limited Gurugram

Mahan Transmission Limited New Delhi 110003

Adani Energy Solutions Limited

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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 4,77,32,215 (Rupees Four Crore Seventy-Seven Lakh Thirty-Two Thousand Two Hundred Fifteen 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 Customer"** or **"LTTC"** shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five years or more, and for the purposes of this Project, shall refer to entities listed in Annexure-19 of RFP or any such other person who executes a Supplementary Agreement for availing transmission service as per the provisions of the TSA;

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(ix) "**Nominees**" shall mean the Persons, who are named in Annexure A of this Agreement, holding the Sale Shares as nominees of REC PDCL;

(x) "**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;

(xi) "**Person**" shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof, and/or any other legal entity;

(xii) "**RFP Project Documents**" shall mean the following documents, referred to collectively:

a. Transmission Service Agreement; and
b. this Agreement.

(xiii) "**Representations and Warranties**" shall mean the representations and warranties mentioned in Clause 4 hereto;

(xiv) "**RoC**" shall mean the Registrar of Companies;

(xv) "**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;

(xvi) "**Shares**" shall mean the fully paid-up equity shares of Company, of face value Rs. 10 each;

(xvii) "**Shares Seller**" shall mean REC PDCL; and

(xviii) "**Transmission Service Agreement**" or "**TSA**" means the agreement titled 'Transmission Service Agreement' to be executed on 26th March, 2025 between Long Term Transmission Customer(s) and Mahan Transmission Limited, pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project on a commercial basis, as 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.

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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 Long Term Transmission Customer(s) 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 and the address within the jurisdiction of the RoC of New Delhi and Haryana, which would be the new registered office of the Company. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

(i) Immediately on the Closing Date convene a meeting of the Board, wherein the Board shall pass the following necessary resolutions:

Mahan Transmission Limited

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(a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the **Adani Energy Solutions Limited** and its nominees and transfer of all assets and liabilities of the Company as on Closing Date;

(b) approving the **Adani Energy Solutions Limited** and its nominees as the members of the Company and entering the name of the **Adani Energy Solutions 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 nominees of the Selected Bidder on the Board and accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director, for the rest of the meeting.

Immediately pursuant to the acceptance of resignation of the existing Directors and appointment of new Chairman, the newly constituted Board of Directors shall continue with the meeting and pass the following resolution:

(e) terminating all the authorizations granted regarding the business and/or operations of the Company or the operations of the bank accounts of the Company, with prospective effect; and

(f) acknowledging and accepting the terms and conditions as contained in the executed copies of the RFP Project Documents and to abide by the provisions contained therein.

(ii) Enter the name of the **Adani Energy Solutions 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 **Adani Energy Solutions 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 **Adani Energy Solutions Limited** and its nominees, to the **Adani Energy Solutions Limited** and its nominees, as the case may be or its authorized representative.

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(v) Handover all the statutory registers and records, if any, of the Company to the Selected Bidder.

(vi) Handover certified true copies of the Board resolution passed by the Company as per (i) (a) to (i) (f) of Clause 3.3 (i) to the Lead Long Term Transmission Customer.

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 Long Term Transmission Customer(s) 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 Long Term Transmission Customer(s) 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;

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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.

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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: **Adani Energy Solutions Limited,**
12th Floor - South Wing, KP Epitome – B Block, Makarba, S G Highway, Ahmedabad, Gujarat - 380051

REC PDCL: **REC Power Development and Consultancy Limited**
Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003

Company: **Mahan 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.

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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.

Mahan Transmission Limited

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Mahan Transmission Limited New Delhi 110003 Core-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 Mr. Shashank Sharma, pursuant to an authorization granted to Mr. Shashank Sharma through necessary Board resolutions. Further, Mr. Shashank Sharma is also authorized by such resolutions to take any decision which may be required to be taken, do all acts and execute all documents which are or may be required by the Selected Bidder for the proper and effective fulfillment of the rights and obligations under this Agreement. Any action taken or document executed by Mr. Shashank Sharma 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.

Mahan Transmission Limited

REC Power Development and Consultancy Limited Gurugram RECPDCL

MTL Mahan Transmission Limited New Delhi 110003

Adani Energy Solutions Limited AESL

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 Long Term Transmission Customer(s) 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.

REC Power Development and Consultancy Limited Gurugram
RECPDCL

Mahan Transmission Limited New Delhi 110003
MTL

Adani Energy Solutions Limited
AESL

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 Long Term Transmission Customer(s) 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.

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- 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 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

Mahan Transmission Limited

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RECPDCL

MTL

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Adani Energy Solutions Limited

AESL

SIGNED AND DELIVERED by the within named **REC POWER DEVELOPMENT AND CONSULTANCY LIMITED** by the hand of Sh. TSC Bosh, CEO

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 06th March, 2025)

IN THE PRESENCE OF:

WITNESS:
(Name and address)

1. Anil Kumar Perala
Chief Manager (Engg)

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

2. RITAM BISWAS
ASST. MANAGER (ENGG.)

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

SIGNED AND DELIVERED by the within named **MAHAN TRANSMISSION LIMITED** by the hand of Sh. Debasis Mitra, Chairman

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 26th March, 2025)

WITNESS:
(Name and address)

RITU MADAN ARORA
CHIEF MANAGER
REC LIMITED

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

Nishtha Goel
AM (CS), REC Limited

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

SIGNED AND DELIVERED by the within named **ADANI ENERGY SOLUTIONS LIMITED** by the hand of Mr. Shashank Sharma

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 23rd January, 2025)

WITNESS:
(Name and address)

1. Amit Chatterjee
Manager - AESL.

12th Floor - South Wing, KP Epitome – B Block, Makarba, S G Highway, Ahmedabad, Gujarat - 380051,

2. PIYUSH KUNDRA
GEN. MGR - CA

12th Floor - South Wing, KP Epitome – B Block, Makarba, S G Highway, Ahmedabad, Gujarat - 380051

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.	Shri Neerajkumar Vijay Sharma*	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.**

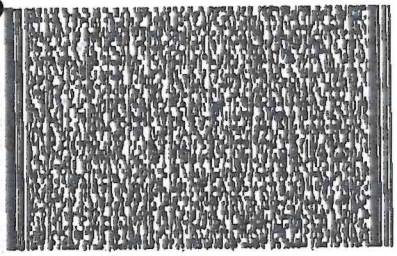
Mahan Transmission Limited

REC Power Development and Consultancy Limited Gurugram

RECPDCL MTL AESL

Adani Energy Solutions Limited

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details			
E-Stamp Code	0101182403202500561O		
Total E-Stamp Amount	1000		
Govt. Stamp Duty (Rs.)	1000	Municipality Duty (Rs.)	0
Janpad Duty (Rs)	0	Upkar Amount (Rs.)	0
Exempted Amount(Rs)	0		
E-Stamp Type	NON-JUDICIAL		
Issue Date & Time	24/03 2025 13:20:56		
Service Provider or Issuer Details	jyoti shukla/SP01184000520170009		
SP/SRO/DRO/HO Details	Shop No. 9, Nagar Nigam Market, Collectrate Road, Ghantaghar Pagal Khana Masjid Area, Jawahar Lal Nehru Ward, Jabalpur IM.P. 482001 JABALPUR JABALPUR		
Deed Details			
Deed Type	Agreement/Memorandum of an agreement		
Deed Instrument	I relating to secure repayment of a loan or debt.- 0.25 percent of the amount of loan or debt subject to a maximum of five lakh rupees		
Purpose	TRANSMISSION SERVICE AGREEMENT		
First Party Details			
Organization Name	M.P POWER MANAGEMENT CO. LTD.		
Address	Shakti Bhawan, Rampur, JABALPUR Madhya Pradesh INDIA		
Number of Persons	1		
Second Party Details			
Organization Name	MAHAN TRANSMISSION LTD.		
Address	Ahmedabad, Gujrat JABALPUR Madhya Pradesh INDIA		
Number of Persons	1		

"THIS E-STAMP SHALL NOT BE USED IN ANY TYPE OF AGREEMENT/POWER OF ATTORNEY WHICH IS ANYHOW RELATED OR CONCERNED WITH SALE OR PURCHASE OF IMMOVABLE PROPERTY."TRANSMISSION SERVICE AGREEMENT - M.P. POWER MANAGEMENT CO. LTD. with MAHAN TRANSMISSION LTD.

THIS NON JUDICIAL STAMP PAPER FORMS AN INTEGRAL PART OF TRANSMISSION SERVICE AGREEMENT DATED 26.03.2025 EXECUTED BETWEEN MP POWER MANAGEMENT CO. LTD. AND M/s. MAHAN TRANSMISSION LIMITED,

Mahan Transmission Limited

Digitally signed by JYOTI SHUKLA
Date: 2025.03.24 13:20:58 IST

Mahan Transmission Limited New Delhi 110003 Core-4, Scope Complex 7 Lodhi Road

M.P. POWER MAN

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

DEVELOPMENT OF INTRA STATE TRANSMISSION SYSTEM FOR EVACUATION OF 1230MW POWER (MPPMCL PORTION) THROUGH STU NETWORK FROM PROPOSED 2X800MW THERMAL POWER PROJECT OF M/S MAHAN ENERGEN LTD. (MEL)

BETWEEN THE

M.P. POWER MANAGEMENT COMPANY LIMITED (MPPMCL)

ON BEHALF OF

MP POORV KSHETRA VIDYUT VITRAN COMPANY LIMITED
MP MADHYA KSHETRA VIDYUT VITRAN COMPANY LIMITED
MP PASCHIM KSHETRA VIDYUT VITRAN COMPANY LIMITED

AND

MAHAN TRANSMISSION LIMITED

26th March, 2025

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THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 26th of March of Two Thousand and Twenty Five.

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 Customer"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

Mahan 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;

(Each of the "Long Term Transmission Customer" 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

Mahan 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 agrees to the terms and conditions of this Agreement, for making available the Intra-State transmission system and charge the Transmission Charges in accordance with the terms and conditions of this Agreement.

G) The payment of the Transmission Charges by the Long Term Transmission Customer to the Licensee shall be governed as per this Agreement.

H) 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:

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ARTICLE: 1

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

1.1.1 The words / expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued / framed by the 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 Appendix II to III of Madhya Pradesh Electricity Regulatory Commission (Terms and Conditions for Determination of Transmission Tariff) (Revision - V), Regulations, 2024 {RG-28(V) OF 2024}, attached herewith in Schedule 6;

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"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 Madhya Pradesh, responsible for carrying out the process for selection of Bidder who will acquire Transmission Service Provider;

"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 Long Term Transmission Customer's registered office is located and the concerned TSP are located;

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

"Change in law" shall have the meaning ascribed thereto in Article 12;

"Commercial Operation Date" or **"COD"** shall mean the date as per Article 6.2;

"Central Commission" or **"CERC"** shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, 2003 or its successors and assigns;

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"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 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 Long Term Transmission Customer'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 Long Term Transmission Customer 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;

"Due Date" in relation to any Invoice shall mean the thirtieth (30th) day after the date on which any Invoice is received and duly acknowledged by the Long Term Transmission Customer (or, if that day is not a Business Day, the immediately following Business Day), and by such date, the Invoice is payable by the Long Term Transmission Customer;

"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

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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 Customer;

"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 Long Term Transmission Customer in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects.

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MADHYA PRADESH POWER MANAGEMENT CO. LTD. JABALPUR

"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 MPERC or tribunal or judicial or quasi-judicial body in India but excluding the CTU, TSP and the Long Term Transmission Customer;

"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 / Long Term Transmission Customer's 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 the State Commission 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;

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"Letter of Credit" or **"LC"** shall mean an unconditional, irrevocable, revolving Letter of Credit opened by the Long Term Transmission Customer in favour of the TSP with any scheduled bank;

"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 Long Term Transmission Customer under this Agreement in any manner and shall also does not lead to an increase in the liability of the Long Term Transmission Customer;

"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;

"Long Term Transmission Customer" shall have the meaning as described in MPERC (Terms and Conditions for determination of transmission tariff) (REVISION - V), REGULATIONS, 2024 {RG-28(V) of 2024} 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 Supplementary Agreement for availing transmission service as per the provisions of the TSA;

"Letter of Intent" or **"LOI"** shall have the same meaning as in the RFP;

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

"Month" shall mean a period of thirty (30) days from (and excluding) the date of the event;

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"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;

"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 Long Term Transmission Customer's Preliminary Termination Notice as defined in Article 13 of this Agreement;

"Project" shall mean Development of Intra State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL), 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;

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(d) all rights of the TSP under the project agreements;

(e) financial assets, such as receivables, security deposits etc;

(f) insurance proceeds; and

(g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

"Project Execution Plan" shall mean the plan referred to in Article 3.1.3(c) hereof;

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of the Project and which practices, methods and standards shall be adjusted as necessary, to take account of:

(i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

(iv) the safety of operating personnel and human beings;

"Rated Voltage" shall mean voltage at which the Transmission System is designed to operate or such lower voltage at which the line is charged, for the time being, in consultation with the State Transmission Utility;

"Rebate" shall have the meaning as ascribed to in Article 10.3 of this Agreement;

"RFP" shall mean Request For Proposal dated 18.11.2024 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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"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, Mahan Transmission Limited and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the Mahan 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;

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"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 **"MPERC"** shall mean the Madhya Pradesh 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 Madhya Pradesh;

"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 Mahan 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;

"Supplementary Agreement" shall mean the agreement as annexed hereto in Schedule 11 of this Agreement;

"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 Long Term Transmission Customer's Termination Notice given by the Long Term Transmission Customer 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 by the Long Term Transmission Customer, as per provisions of TSA;

"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;

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"**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.

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1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.

1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

1.2.9 The contents of Schedule 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.

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ARTICLE: 2

2 EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

This Agreement shall be effective from later of the dates of the following events:

a. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement; and

b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of REC Power Development and Consultancy Limited in Mahan 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 an agency as decided by the Government of Madhya Pradesh 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 Madhya Pradesh 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.

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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 Customer 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 relevant Regulations.

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ARTICLE: 3

3 CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the TSP

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

a. Provide the Contract Performance Guarantee, and

b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of Mahan Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Mahan 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 M.P. Power Management Company Limited the Contract Performance Guarantee for an amount of Rs. 46.95 Crores (Rupees Forty Six Crore Ninety 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

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Majeure Event, or if any of the activities is specifically waived in writing by the Long Term Transmission Customer:

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 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. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer & Long Term Transmission Customer 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 Long Term Transmission Customer, STU & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

e. To submit to the Long Term Transmission Customer, STU & 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.

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3.2 **Recognition of Lenders' Rights by the Long Term Transmission Customer**

3.2.1 The Long Term Transmission Customer 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 M.P. Power Management Company Limited additional Contract Performance Guarantee of Rupees Four Crores Seventy Lakh (Rs. 4.70 Crore Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to M.P. Power Management Company Limited 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. M.P. Power Management Company Limited 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 M.P. Power Management Company Limited in accordance with Article 3.3.1 hereof; or

(ii) the TSP furnishes additional Performance Guarantee to the M.P. Power Management Company Limited 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 Long Term Transmission Customer 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 Government of Madhya Pradesh, STU and the Lenders' Representative in order to enable the Lenders

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to exercise right of substitution in accordance with Article 15.3 of this Agreement.

3.3.3 If the Long Term Transmission Customer elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Long Term Transmission Customer an amount of Rupees Rs. 46.95 Crores (Rupees Forty Six Crore and Ninety Five Lakh Only) only as liquidated damages. The Long Term Transmission Customer 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 Long Term Transmission Customer, 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 Long Term Transmission Customer by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to Government of Madhya Pradesh, 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.

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 Government of Madhya Pradesh/ STU may take steps to bid out the Project again.

3.3.6 The Long Term Transmission Customer, on the failure of the TSP to fulfil

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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 Long Term Transmission Customer and STU in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

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ARTICLE: 4

4 DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

Subject to the terms and conditions of this Agreement, the TSP at its own cost and expense shall observe, comply with, perform, undertake and be responsible:

a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:

- the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
- Central Electricity Authority (Grid Standard) Regulations, 2010;
- Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

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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 Long Term Transmission Customer and STU, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the Long Term Transmission Customer and STU 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 (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 (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

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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 Long Term Transmission Customer information in the prescribed format [To be devised by Long Term Transmission Customer] 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 Long Term Transmission Customer in implementation of the Project:**

4.2.1 Subject to the terms and conditions of this Agreement, the Long Term Transmission Customer 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

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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 Long Term Transmission Customer, 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 Long Term Transmission Customer 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 Government of Madhya Pradesh, 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.

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 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 and extend all necessary assistance in taking meter readings.

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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 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 to the Interconnection Facilities as specified in this Agreement.

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ARTICLE: 5

5 CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement.

5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).

5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits related but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and shall furnish to the Long Term Transmission Customer such copy/ies of each Consents, Clearances and Permits, on demand. Long Term Transmission Customer 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:

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(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield Intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report;

(b) final selection of Site including its geo-technical investigation;

(c) survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

(d) seeking access to the Site and other places where the Project is being executed, at its own risk and costs, including payment of any crop, tree compensation or any other compensation as may be required.

5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.

5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Long Term Transmission Customer liable for the performance of such Contractor(s).

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5.3 Monthly Progress Reporting:

The TSP shall provide to the STU, Long Term Transmission Customer & 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 Long Term Transmission Customer/ STU 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

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include various stages of the construction schedule up to the commissioning of the Project.

5.5.2 Long Term Transmission Customer, STU & 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 Long Term Transmission Customer 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, Long Term Transmission Customer and/ or STU 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 Long Term Transmission Customer 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.

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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 STU and/ or the Long Term Transmission Customer. However, such intimation by the Independent Engineer and/ or STU and/ or the Long Term Transmission Customer 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 STU and/ or the Long Term Transmission Customer 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 STU and/ or the Long Term Transmission Customer, 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 Government of Madhya Pradesh, 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.

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ARTICLE: 6

6 CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

6.1.1 The TSP shall give the RLDC(s), CTU / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Long Term Transmission Customer.

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

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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 Long Term Transmission Customer)

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

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the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer, provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer, 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 Long Term Transmission Customer, 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 Long Term Transmission Customer and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Long Term Transmission Customer

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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.

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 Long Term Transmission Customer , 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 Long Term Transmission Customer 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 Long Term Transmission Customer 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.

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6.4.4 If the TSP fails to pay the amount of liquidated damages to the Long Term Transmission Customer within the said period of ten (10) days, the Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer to encash the Contract Performance Guarantee is without prejudice to the other rights of the Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer, Long Term Transmission Customer 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 Long Term Transmission Customer 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 Rupees Rs. 46.95 Crores (Rupees Forty Six Crore and Ninety Five Lakh Only), or (ii) termination of this Agreement by the Long Term Transmission Customer as mentioned under Article 3.3.4 of this Agreement.

6.5.2 The release of the Contract Performance Guarantee shall be without

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prejudice to other rights of the Long Term Transmission Customer 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.

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ARTICLE: 8

8 AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Appendix II to III of Madhya Pradesh Electricity Regulatory Commission (Terms and Conditions for Determination of Transmission Tariff) (Revision - V), Regulations, 2024 {RG-28(V) OF 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 Long Term Transmission Customer or STU 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 Long Term Transmission Customer or STU is of the opinion that the transmission system is of critical importance, it may carry out or cause to carry the operation and maintenance of transmission system at the risk and cost of TSP.

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ARTICLE: 9

9 INSURANCES

9.1 Insurance:

9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co-beneficiary/insured, as may be necessary under

a. any of the Financing Agreements,

b. the Laws, and

c. in accordance with Prudent Utility Practices.

The Insurances shall be taken effective from a date prior to the date of the Financial Closure till the Expiry Date.

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Long Term Transmission Customer copies of certificates and policies of the Insurances, as and when the Long Term Transmission Customer 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. Long Term Transmission Customer and/ or STU shall have no claim on such

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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 Long Term Transmission Customer & STU

9.4.1 The Long Term Transmission Customer and STU shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

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ARTICLE: 10

10 BILLING AND PAYMENT OF TRANSMISSION CHARGES

10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of this Agreement, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.1.1 Delivery of Invoices:

10.1.1.1 TSP's Invoices

a. Commencing with the month following the month in which the COD of an Element (which is first Commissioned) occurs, the TSP shall submit to Long Term Transmission Customer by the fifth day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day) an Invoice in the Agreed Form (the "Monthly Transmission Charge Invoice") signed by the authorised signatory of the TSP setting out the computation of the Monthly Transmission Charges to be paid by the Long Term Transmission Customer to the TSP in respect of the immediately preceding month in accordance with this Agreement; and

b. Each Monthly Transmission Charge Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation and information as Long Term Transmission Customer may reasonably require / request, from time to time.

10.1.1.2 Long Term Transmission Customer Invoices

a. Long Term Transmission Customer shall (as and when any amount becomes due to be paid by TSP), on the fifth day of the month (or, if such day is not a Business Day, the immediately following Business Day) submit to the TSP an Invoice in the Agreed Form (the "Long Term Transmission Customer Invoice") setting out the computation of any amount that may be payable to it by the TSP for the immediately preceding month pursuant to this

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b. Each Long Term Transmission Customer's Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation as the TSP may reasonably require/request, from time to time.

10.1.2 Payment of Invoices:

10.1.2.1 Any amount payable under an Invoice shall be paid in immediately available and freely transferable clear funds, for value on or before the Due Date, to such account of the TSP or Long Term Transmission Customer as shall have been previously notified to Long Term Transmission Customer or the TSP, as the case may be.

10.1.2.2 Where in respect of any month there is both:

a. an amount payable by the Long Term Transmission Customer to TSP pursuant to a Monthly Transmission Charge Invoice and

b. an amount payable by the TSP to Long Term Transmission Customer pursuant to a Long Term Transmission Customer's Invoice as per provisions of this Agreement,

the two amounts, to the extent agreed to be set off by the TSP may, be set off against each other and the balance, if any, shall be paid by Long Term Transmission Customer to the TSP or by TSP to Long Term Transmission Customer, as the case may be.

10.1.2.3 The Long Term Transmission Customer shall pay the amount payable under the Monthly Transmission Charge Invoice and the Supplementary Bill on the Due Date to such account of the TSP, as shall have been previously notified by the TSP to the Long Term Transmission Customer in accordance with Article 10.1.2.6 below.

10.1.2.4 All payments made by the Long Term Transmission Customer shall be appropriated by the TSP in the following order of priority:

i. towards Late Payment Surcharge, payable to the TSP, if any;

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ii. towards earlier unpaid Monthly Transmission Charge Invoice, if any;

iii. towards earlier unpaid Supplementary Bill, if any:

iv. towards the then current Monthly Transmission Charge Invoice, if any; and

v. towards the then current Supplementary Bill.

10.1.2.5 All payments required to be made under this Agreement shall only include any deduction or set off for:

i. deductions required by the Law; and

ii. amounts claimed by the Long Term Transmission Customer from the TSP, through an Invoice duly acknowledged by the TSP, to be payable by the TSP, and not disputed by the TSP within thirty (30) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that the Long Term Transmission Customer shall be entitled to claim any set off or deduction under this Article, after expiry of the said thirty (30) day period.

Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customer taken together under this Article in a Contract Year shall not exceed Rs. 15.65 Crores (Rupees Fifteen Crore and Sixty Five Lakh Only), except on account of payments under sub Article (i) above.

10.1.2.6 The TSP shall open a bank account at ..... [Insert identified place or account] (the "Designated Account") for all payments to be made by the Long Term Transmission Customer to the TSP, and notify the Long Term Transmission Customer of the details of such account at least ninety (90) days before the Scheduled COD of the first Element to the Long Term Transmission Customer. The Long Term Transmission Customer shall, on the day of payment, notify the TSP of the payment made to the Designated Account. The Long Term Transmission Customer shall also designate a bank account at

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..... [Insert identified place] for payments to be made by the TSP to Long Term Transmission Customer and notify the TSP of the details of such account ninety (90) days before the Scheduled COD of the first Element.

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:

10.3.1 **Rebate:** In case the Long Term Transmission Customer pays to the TSP through any mode of payment in respect of a Monthly Transmission Charge Invoice or Supplementary Bill, the following shall apply:

a. For payment of Invoices through any mode of payment, a Rebate of 2% shall be allowed on the Monthly Transmission Charge Invoice or Supplementary Bill for payments made in full within two Business Day of the receipt of the Invoice; or

b. For payment of Invoices subsequently, but within the Due Date, a Rebate of 1% shall be allowed on the payments made in full.

c. Applicable rate of Rebate at (a) and (b) above shall be based on the date on which the payment has been actually credited to the TSP's account. Any delay in transfer of money to the TSP's account, on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the Long Term Transmission Customer provided that the Invoice is not submitted on the day immediately preceding a statutory holiday or public holiday.

d. No Rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties and cess;

Provided that if any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice/ Supplementary Bill or part thereof within and including the Due Date, the TSP shall recover such amount as per provisions of Article 10.4.3.1 (f).

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10.3.2 **Late Payment Surcharge:** Any amount due from one Party to the other, pursuant to this Agreement and remaining unpaid for thirty (30) days after the Due Date, shall bear Late Payment Surcharge @ 1.25% per month on the unpaid amount. Such Late Payment Surcharge shall be calculated on simple rate basis and shall accrue from the Due Date until the amount due is actually received by the payee.

10.4 **Disputed Bills, Default in payment by the Long Term Transmission Customer & Annual Reconciliation:**

10.4.1 **Disputed Invoices**

10.4.1.1 If either Party does not question or dispute an Invoice within thirty (30) days of receiving it, the Invoice shall be considered correct, complete and conclusive between the Parties.

10.4.1.2 If either Party disputes any item or part of an item set out in any Invoice then that Party shall serve a notice (an "Invoice Dispute Notice") on the other Party setting out (i) the item or part of an item which is in dispute, (ii) its estimate of what such item or part of an item should be, (iii) and with all written material in support of its claim.

10.4.1.3 If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.4.1.2, the invoicing Party shall revise such Invoice within seven (7) days of receiving such notice from the disputing Party and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party such excess amount within fifteen (15) days of receiving such notice. In such a case, the excess amount shall be refunded along with interest at the same rate as the Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.4.1.4 If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.4.1.2, it shall, within fifteen (15) days of receiving the Invoice Dispute Notice, furnish a notice to the disputing Party providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all written material in

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support of its counter-claim.

10.4.1.5 Upon receipt of notice of disagreement to the Invoice Dispute Notice under Article 10.4.1.4, authorised representative(s) or a director of the board of directors/member of board of each Party shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the Invoice Dispute Notice.

10.4.1.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to Article 10.4.1.4, the matter shall be referred to Appropriate Commission for Dispute resolution in accordance with Article 16.

10.4.1.7 If a Dispute regarding a Monthly Transmission Charge Invoice or a Supplementary Invoice is settled pursuant to Article 10.3.1 or by Dispute resolution mechanism provided in this Agreement in favour of the Party that issues the Invoice Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of the Dispute either being amicably resolved by the Parties pursuant to Article 10.4.1.5 or settled by Dispute resolution mechanism, along with interest (at the same rate as Late Payment Surcharge) or Late Payment Surcharge from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.

10.4.1.8 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the concerned Long Term Transmission Customer shall, without prejudice to its right to Dispute, be under an obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) months Invoices (being the undisputed portion of such three months Invoices) and (b) Monthly Invoice which is being disputed, provided such Monthly Invoice has been raised in accordance with this Agreement.

10.4.2 Payment of Supplementary Bill

10.4.2.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

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i. adjustments (if any) required by the Regional Energy Account / State Energy Account (as the case may be); or

ii. quarterly or annual reconciliation as per Article 10.4.5; or

iii. Change in Law as provided in Article 12,

and such Bill shall be paid by the other Party.

10.4.3 Payment Security Mechanism:

10.4.3.1 Establishment of Letter of Credit:

(a) Not later than one (1) Month prior to the Scheduled COD of the first Element of the Project, each Long Term Transmission Customer shall, through a scheduled bank, open a Letter of Credit in favour of the TSP, to be made operative from a date prior to the Due Date of its first Monthly Transmission Charge Invoice under this Agreement and shall be renewed annually.

(b) The draft of the proposed Letter of Credit shall be provided by each Long Term Transmission Customer to the TSP not later than the Financial Closure of the Project and shall be mutually agreed between the Parties.

(c) The Letter of Credit shall have a term of twelve (12) Months and shall be for an amount:

i. for the first Contract Year or for each subsequent Contract Year, equal to one point one (1.1) times the estimated average Monthly Transmission Charges based on Target Availability of the Elements or Project with Scheduled COD in such Contract Year, as the case may be;

ii. Provided that, the TSP shall not make any drawl before the Due Date and shall not make more than one drawal in a month.

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article

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10.4.3.1, otherwise than by reason of drawal of such Letter of Credit by the TSP, the relevant Long Term Transmission Customer shall restore such shortfall within seven (7) days.

(d) Long Term Transmission Customer shall cause the scheduled bank issuing the Letter of Credit to intimate the TSP, in writing regarding establishing of such Letter of Credit.

(e) In case of drawal of the Letter of Credit by the TSP in accordance with the terms of this Article 10.4.3.1, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.

(f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.4.1.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Long Term Transmission Customer, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.3.2 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i. a copy of the Monthly Transmission Charge Invoice/Supplementary Bill which has remained unpaid by such Long Term Transmission Customer;

ii. a certificate from the TSP to the effect that the Invoice at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date; and

iii. calculations of applicable Late Payment Surcharge, if any.

Provided that failure on the part of the TSP to present the documents for negotiation of the Letter of Credit shall not attract any Late Payment Surcharge on the Long Term Transmission

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Customer.

(g) Each Long Term Transmission Customer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

(h) All costs relating to opening and maintenance of the Letter of Credit shall be borne by the Long Term Transmission Customer. However, the Letter of Credit negotiation charges shall be borne and paid by the TSP.

(i) If a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of seven (7) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit,

(i) the TSP shall issue a notice to such Long Term Transmission Customer within seven (7) days from such period, with a copy to each of the other Long Term Transmission Customer, highlighting the nonpayment of such amount by such Long Term Transmission Customer;

(ii) If such Long Term Transmission Customer still fails to pay such amount within a period of thirty (30) days after the issue of notice by TSP as mentioned in (i) above, the TSP shall approach the RLDC / SLDC (as the case may be) requesting for the alteration of the schedule of dispatch of the lowest cost power of such Long Term Transmission Customer from the Central Generating Stations/ State Generating Stations (as the case may be), and the RLDC / SLDC shall continue to reschedule the lowest cost power till all the dues of the TSP are recovered;

- Provided that in this case, the quantum of electricity and the corresponding period in which it would be rescheduled for dispatch shall be corresponding to the amount of default. This electricity will then be dispatched to other utilities by the concerned RLDC/SLDC, as the case may

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be, during the peak hours, i.e., 7pm to 10 pm. The price of this electricity will be determined as per the UI rate;

- Provided further that the revenue from such diverted power would be used to pay the dues first of the generating company (which would include the capacity charges as well as the energy charges) and the remainder would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Long Term Transmission Customer.

10.4.4 Payment Intimation

Long Term Transmission Customer shall remit all amounts due under an Invoice raised by the TSP to the TSP's account by the Due Date and notify the TSP of such remittance on the same day. Similarly, the TSP shall pay all amounts due under an Invoice raised by Long Term Transmission Customer by the Due Date to concerned Long Term Transmission Customer's account and notify such Long Term Transmission Customer of such payment on the same day.

10.4.5 Quarterly and Annual Reconciliation

10.4.5.1 Parties acknowledge that all payments made against Monthly Bill(s) and Supplementary Bill(s) shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account Regional Energy Account/ State Energy Account, adjustments in Transmission Charges payments, Rebates, Late Payment Surcharge, Incentive, Penalty, or any other reasonable circumstance as may be mutually agreed between the Parties.

10.4.5.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, is available and has been finally verified and adjusted, the TSP and each Long Term Transmission Customer shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the TSP or Long Term Transmission Customer, as the case may be, shall raise a Supplementary Bill for the payments as may be due as a result of reconciliation for the relevant quarter/

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Contract Year and shall make payment of such Supplementary Bill for the adjustments in Transmission Charges payments for the relevant quarter/Contract Year.

10.4.5.3 Interest / Late Payment Surcharge shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

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ARTICLE: 11

11 FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

(a) **Natural Force Majeure Events:**

i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and

ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

(b) **Non-Natural Force Majeure Events :**

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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
- radioactive contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
- industry-wide strikes and labour disturbances, having a nationwide impact in India.

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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

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after such reinstatement.

Provided that, such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations/ roles under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations/ roles as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;

b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Appendix II to III of Madhya Pradesh Electricity Regulatory

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Commission (Terms and Conditions for Determination of Transmission Tariff) (Revision - V), Regulations, 2024 {RG-28(V) OF 2024} as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Appendix II to III of Madhya Pradesh Electricity Madhya Pradesh Electricity Regulatory Commission (Terms and Conditions for Determination of Transmission Tariff) (Revision - V), Regulations, 2024 {RG-28(V) OF 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 Long Term Transmission Customer may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Long Term Transmission Customer's personnel with access to the Project to carry out such inspections.

e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

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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.

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12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer that TSP has not informed Long Term Transmission Customer about such decrease in cost, Long Term Transmission Customer may initiate appropriate claim.

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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 Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

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ARTICLE: 13

13 EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of any non-fulfilment of its obligations as prescribed under this Agreement by the Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer 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;

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- 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 Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) regulations, 2004 and "The Conditions of Transmission License for Transmission Licensee (including deemed licensee)" as amended from time to time; or

e. Failure on the part of the TSP to comply with the provisions of Article 19.1 of this Agreement; or

f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Long Term Transmission Customer 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

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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 Long Term Transmission Customer, 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 Long Term Transmission Customer; 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 Long Term Transmission Customer may serve notice on the TSP, with a copy to the Government of Madhya Pradesh, STU and the Lenders' Representative, of their intention to terminate this Agreement (a "Long Term Transmission Customer's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Long Term Transmission Customer's Preliminary Termination Notice.

b. Following the issue of a Long Term Transmission Customer'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.

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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 Long Term Transmission Customer.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Long Term Transmission Customer's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, 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 Government of Madhya Pradesh, 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.

Further, the Long Term Transmission Customer 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 Long Term Transmission Customer's non-fulfilment of Role**

a. Upon the Long Term Transmission Customer not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Long Term Transmission Customer, with a copy to Government of Madhya Pradesh, STU and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Long Term Transmission Customer.

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 Long Term Transmission Customer including giving time extension to TSP, having regard to all the circumstances.

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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 Long Term Transmission Customer 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.

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13.4.2 In case of termination of this Agreement, the TSP shall provide to the Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer may issue a notice to this effect to the TSP.

13.5.2 Long Term Transmission Customer may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Long Term Transmission Customer shall issue copy of such notice to Lenders. In the notice, Long Term Transmission Customer 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 Long Term Transmission Customer 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, 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

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of Project Assets. Upon payment, the Long Term Transmission Customer shall take over the Project Assets.

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ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold the Long Term Transmission Customer harmless against:

(a) any and all third party claims, actions, suits or proceedings against the Long Term Transmission Customer 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 Long Term Transmission Customer ; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Long Term Transmission Customer 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 Long Term Transmission Customer , 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 Long Term Transmission Customer shall 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

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by the Long Term Transmission Customer 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 Long Term Transmission Customer of any of its roles under this Agreement (provided that, this Article 14 shall not apply to such breaches by the Long Term Transmission Customer , 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 Long Term Transmission Customer under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

(a) The TSP shall, subject to the Long Term Transmission Customer's compliance with Article 14.2.1 (b), indemnify and hold harmless the Long Term Transmission Customer 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 Long Term Transmission Customer 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

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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 Long Term Transmission Customer arising out of the matters referred to in Article 14.2.1(a), the Long Term Transmission Customer 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 Customer of all actions taken in such proceedings or claims.

(c) If the TSP fails to notify the Long Term Transmission Customer within twenty-eight (28) days after receipt of such notice from the Long Term Transmission Customer under Article 14.2.1(b) above, that it intends to attend any such proceedings or claim, then the Long Term Transmission Customer 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 Long Term Transmission Customer within the twenty eight (28) days period, the Long Term Transmission Customer shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

(d) The Long Term Transmission Customer 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 Long Term Transmission Customer, 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.

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(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 Long Term Transmission Customer a notice thereof, and the Long Term Transmission Customer 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 Long Term Transmission Customer shall promptly notify the TSP of all actions taken in such proceedings or claims.

(c) If the Long Term Transmission Customer 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 Customer. Unless the Long Term Transmission Customer 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 Customer request, afford all available assistance to the Long Term Transmission Customer in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission Customer for all reasonable expenses incurred in so doing.

14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of Rs. 3.13 Crore (Rupees Three Crore and Thirteen 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.

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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 Long Term Transmission Customer 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

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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 Long Term Transmission Customer, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Long Term Transmission Customer 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 Long Term Transmission Customer, or any Affiliate of the Long Term Transmission Customer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

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ARTICLE: 15

15 ASSIGNMENTS AND CHARGES

15.1 Assignments:

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 15.3.

15.2 Permitted Charges:

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, or the Project Assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

i. the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements and agreed in writing to the provisions of this Agreement; and

ii. any encumbrance granted by the TSP in accordance with this Article 15.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the TSP to release from such encumbrances upon payment by the TSP to the Lenders of all amounts due under the Financing Agreements.

15.2.3 Article 15.2.1 does not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;

b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or

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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 Long Term Transmission Customer.

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 Madhya Pradesh Electricity Regulatory Commission (Procedure of Application for License) Regulations, 2004 and "The Conditions of Transmission License for Transmission Licensee (including deemed licensee)" and as amended from time to time.

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ARTICLE: 16

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Madhya Pradesh, India.

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 defence 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.

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16.3 Dispute Resolution:

All Disputes shall be adjudicated by the State Commission.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the State Commission as provided in Article 16.3 and save as the State Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations/ roles (which are not in dispute) under this Agreement.

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ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Long Term Transmission Customer

17.1.1 The Long Term Transmission Customer 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 Long Term Transmission Customer in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Long Term Transmission Customer 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 Long Term Transmission Customer is a Party or to which the Long Term Transmission Customer 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 Long Term Transmission Customer as follows and acknowledges and confirms that the Long Term Transmission Customer 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

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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.

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ARTICLE: 18

18 INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

The Long Term Transmission Customer 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 Long Term Transmission Customer as per terms & conditions of appointment.

18.4 Termination of appointment

18.4.1 The Long Term Transmission Customer may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.

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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 Customer and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Long Term Transmission Customer shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Long Term Transmission Customer is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Long Term Transmission Customer shall appoint forthwith another Independent Engineer.

18.5 Authorised signatories

The Long Term Transmission Customer shall require the Independent Engineer to designate and notify to the Long Term Transmission Customer up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

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ARTICLE: 19

19 MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of Mahan Transmission Limited shall not be less than Fifty one percent (51%) up to a period of one (1) year after COD of the Project.

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

Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

19.1.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.1.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in Mahan 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 Mahan 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 Long Term Transmission Customer.

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 Mahan Transmission Limited shall be computed in

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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 Mahan Transmission Limited, then holding of Selected Bidder A in Mahan 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 Mahan Transmission Limited, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Mahan Transmission Limited shall be fifteen percent (15%), (i.e., 30% x 50%)

19.1.5 The provisions as contained in this Article 19.1 shall override the terms of the consortium agreement submitted as part of the Bid.

19.1.6 The TSP shall be responsible to report to Long Term Transmission Customer, 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 Customer 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

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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 Long Term Transmission Customer, 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 Long Term Transmission Customer 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

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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 Long Term Transmission Customer shall be indemnified and held harmless by the TSP against any claims that may be made against the Long Term Transmission Customer in relation to the matters set out in Article 19.9.1.

19.9.3 The Long Term Transmission Customer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Long Term Transmission Customer on behalf of TSP or its personnel, provided the TSP has consented in writing to the Long Term Transmission Customer 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 Long Term Transmission Customer 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

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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 Long Term Transmission Customer, 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

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not be deemed to be employees, representatives, Contractors of the Long Term Transmission Customer 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 Long Term Transmission Customer.

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

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understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Long Term Transmission Customer 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:

AESL.

Address	:	Rahul Mathur, 13th Floor, South Wing, KP Epitome, -
Attention	:	B Block, Makarba - Ahmedabad - 380057
Email	:	rahul.mathur@adani.com.
Fax. No.	:	M - 6359965956
Telephone No.	:	

19.19.3 If to the Long Term Transmission Customer, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

(i) M.P. Power Management Company Limited (MPPMCL)

Chief General Manager (Commercial - Conventional Energy).

Address	:	Block no 11, Shakti Bhawan, Rampur, Jabalpur (MP)
Attention		
Email	:	sanjeev.khare@mppmcl.com
Fax. No.	:	
Telephone No.	:	0761 - 2702456

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

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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 Long Term Transmission Customer 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 Long Term Transmission Customer shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Long Term Transmission Customer hereunder or subsistence otherwise.

19.20.2 Without prejudice to the rights of the Long Term Transmission Customer under Clause 19.20.1 hereinabove and the rights and remedies which the Long Term Transmission Customer may have under this Agreement, if a TSP is found by the Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer 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

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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

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REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

1. For and on behalf of TSP

.....

[Signature, Name Designation and Address]

Shashank Sharma
Head Business Development, AESL

2. For and on behalf of M.P. Power Management Company Limited (MPPMCL)

.....

Sanjeev Khare

[Signature, Name, Designation and Address]

Chief General Manager
(Commercial-Conventional Energy)
M.P. Power Management Co. Ltd. Jabalpur

WITNESSES:

1. For and on behalf of

: BPC

.....

[Signature]

Anil Kumar Perla
Chief Manager (Engg)
RECPDCL, CO, Gurugram

[Insert, Name, Designation and Address of the Witness]

2. For and on behalf of

: State Transmission Utility

.....

26/03/2025

[Signature]

SUDHIR NEMA SE(STU) % CE(P&D)
MPPTCL Jabalpur

[Insert Name, Designation and Address of the Witness]

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SCHEDULES

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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 (i)	**Construction works of 400/220/132 kV Substation at Rewa (Sagra)** **(2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor)** • 500 MVA, 400/220kV ICT: 2 Nos. • 200 MVA, 220/132kV ICT: 2 Nos. • 125 MVAR 420 kV Switchable Bus Reactor: 1 No. • 400kV ICT Bay-02 Nos. • 400 kV Line Bay: 4 Nos. • 400 kV Bus Reactor Bay: 1 No. • 220 kV Line Bay: 6 Nos. • 132 kV Line Bay: 8 Nos. • 220 kV ICT Bay: 4 Nos. • 132 kV ICT bay: 2 Nos. • 220 kV Bus Coupler bay: 2 No. and 200 kV Transfer Bus Coupler bay: 2 No. • 132 kV Transfer Bus Coupler bay: 2 No. • 220 kV Bus Sectionalizer: One set • 132 kV Bus Sectionalizer: One set **Future Provisions: Space for** • 400kV ICT Bay-03 Nos. • 400 kV Line Bay: 6 Nos. • 400 kV Bus Reactor Bay: 2 No. • 220 kV Line Bay: 10 Nos. • 132 kV Line Bay: 10 Nos. • 220 kV ICT Bay: 6 Nos. • 132 kV ICT bay: 3 Nos.	25.10.2026
(ii)	PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line (Quad Moose) • 400 kV Line Bay: 2 Nos. at PTEMPL (MEL) Switchyard for termination of PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line • 80MVAR, 420kV Switchable Line Reactor on each	

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	circuit at Rewa (Sagra) end with NGR bypassing arrangement so that the same can be utilized as Bud Reactors under line outage: 2 No.	
(iii)	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S / s	
(iv)	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line • 220 kV Line Bay: 2 Nos. at Kotar 220 kV Substation for termination of Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line	
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector) • 132 kV Line Bay: 2 Nos. at Rewa (Sagra) (MPPTCL) 132kV Substation for termination of Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line	
(vi)	Rewa (Sagra) 400kV -Rewa 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Rewa(MPPTCL) 132kV Substation for termination of Rewa (Sagra) 400kV - Rewa 132kV DCDS line • Modification works that may be required for construction of 132kV feeder bays at Rewa (MPPTCL) 132kV substation shall have to be arranged by TSP. Please refer clause 1.6.1.6 of the RFP.	
(vii)	LILO of both circuit of Rewa220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/ s	
2 (i)	**Construction works of 400/220/132 kV Substation at Amarpatan (2X500 MVA, 400/220kV + 2X200 MVA, 220/132kV ICT along with 1x125 MVAR, 420kV Bus Reactor)** • 500 MVA, 400/220kV ICT: 2 Nos. • 200 MVA, 220/132kV ICT: 2 Nos. • 125 MVAR 420 kV Bus Reactor: 1 No. • 400kV ICT Bay- 2 Nos. • 400 kV Line Bay: 2 Nos. • 400 kV Bus Reactor Bay: 1 No. • 220 kV Line Bay: 4 Nos. • 132 kV Line Bay: 8 Nos.	25.04.2027

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	• 220 kV ICT Bay: 4 Nos. • 132 kV ICT bay: 2 Nos. • 220 kV Bus Coupler Bay: 2 No. and 200 kV Transfer Bus Coupler Bay: 2 No. • 132 kV Transfer Bus Coupler Bay: 2 No. • 220 kV Bus Sectionalizer: One set • 132 kV Bus Sectionalizer: One set **Future Provisions: Space for** • 400kV ICT Bay-03 Nos. • 400 kV Line Bay: 6 Nos. • 400 kV Bus Reactor Bay: 2 No. • 220 kV Line Bay: 10 Nos. • 132 kV Line Bay: 10 Nos. • 220 kV ICT Bay: 6 Nos. • 132 kV ICT bay: 3 Nos.	
(ii)	Rewa (Sagra) 400kV - Amarpatan 400kV DCDS line (Quad Moose)	
(iii)	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s	
(iv)	Amarpatan 400kV – Amarpatan (MPPTCL) 132kV DCDS line (Interconnector) • 132 kV Line Bay: 2 Nos. at Amarpatan (MPPTCL) 132kV Substation for termination of Amarpatan400 - Amarpatan 132kV DCDS line • The land for construction of 2 Nos. 132kV bays at Amarpatan 132kV substation of MPPTCL shall have to be arranged by the TSP. The land should be of specific size, shape and adjacent to 132kV switchyard of the existing substation at Amarpatan.	
(v)	Amarpatan 400kV - Satna -II 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Satna -II Substation for termination of Amarpatan 400kV -Satna -II 132kV DCDS line	
(vi)	Amarpatan 400kV -Rampur Baghelan 132kV DCDS line • 132 kV Line Bay: 2 Nos. at Rampur Baghelan Substation for termination of Amarpatan 400kV - Rampur Baghelan 132kV DCDS line	
(vii)	Amarpatan 400kV - Unchehra 132kV DCDS line	

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	• 132 kV Line Bay: 2 Nos. at Unchehra Substation for termination of Amarpatan 400kV - Unchehra 132kV DCDS line	

Note:

i. *For the bays to be constructed in the premises of MPPTCL, the design and specification shall be as per the design and specifications of MPPTCL. Successful bidder (TSP) to pay the design and engineering charges to MPPTCL for proving the relevant drawings/design and specifications. The operation and maintenance of these feeder bays shall be done by MPPTCL at the cost of the TSP as per 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*

Project Description

The MP Power Management Company Limited (MPPMCL) has taken up Tariff Based Competitive Bidding (TBCB) process for procurement of 1230MW of electricity on long term basis from a new power station of 1320MW installed capacity to be setup in the State of Madhya Pradesh on Design, Build, Finance, Own and Operate(DBFOO) basis by sourcing fuel from allocated coal linkage under SHAKTI Policy of Govt. of India (GOI). After completion of bidding process, M/s Adani Power Ltd. (APL) was found to be the successful bidder. Subsequently, MPPMCL executed a Power Supply Agreement (PSA) on dated 12.03.2020 with M/s Pench Thermal Energy (MP) Limited (PTEMPL), the SPV of M/s Adani Power Ltd. As per terms & conditions of the PSA, the evacuation of contracted power from switchyard of power station of M/s Pench Thermal Energy (MP) Limited (PTEMPL) is in the scope of power buying utility (i.e. MPPMCL). Further, vide the Supplementary tripartite agreement executed between MPPMCL, M/s PTEMPL & M/s Mahan Energen Ltd. (MEL) on dated 11.08.2023, transfer and assignment of original PSA has been made to MEL, as the power station is owned by M/s Mahan Energen Ltd. which is 100% owned subsidiary of M/s APL, similar to PTEMPL.

In context to above, M/s Mahan Energen Limited (MEL) had applied to MP-STU for connectivity with Intra-State Transmission System for the capacity of 1320MW (Gross) form its 1600MW (2x800 MW) power station planned at Singrauli and for evacuation of the balance 280MW (Gross) capacity, they have applied to Central Transmission Utility of India Ltd. (CTUIL) for connectivity through ISTS network.

Further, as per request made by MPPMCL to MPPTCL(MP-STU), the power

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evacuation system through intra-state network has been planned for drawl of MP Share of 1230MW (MPPMCL portion) from 2x800MW project of M/s MEL in consultation with CTUIL and Development of Intra State Transmission system for evacuation of 1230MW power (MPPMCL portion) through STU network from proposed 2X800MW thermal power project of M/s Mahan Energen Ltd. (MEL) has been evolved for the same.

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SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

A.1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time. Other CEA Regulations and MoP guidelines, as applicable, shall also be followed.

A.2.0 Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable:

A.2.1 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.

A.2.2 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

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

As per Clause 12.1.2.1 b) 2) of IS 802:2015, Under security condition for tension and dead end towers, the transverse loads due to line deviation shall be the component of 100 percent mechanical tension of conductor and ground wire/ OPGW corresponding to 100% of design wind pressure at everyday temperature or 36% design wind pressure at minimum temperature after accounting for drag coefficient and gust response factor. The above loading shall also be considered for design of suspension tower.

Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and/ or deemed necessary in accordance with CEA "Technical Standard for Construction of Electrical Plants and Electric Lines" Regulation 2022, as amended from time to time.

A.3.0 A) For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing (i.e. D/DD/QD- D/DD/QD arrangement).

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B) For overhead crossing of existing power line of 132kV and 220kV voltage level, only (D/DD/QD) angle towers shall be used on either side of power line crossing.

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

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

A.4.0 The conductor configuration shall be as follows: -

For transmission lines with ACSR/AAAC/AL59 conductor: -

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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
400kV D/C (Quad Moose) transmission lines	**Moose: Stranding** 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm diameter 528.5 mm^2, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55 mm 31.95 mm 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 mm^2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm
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
132 kV D/C (Panther) transmission lines	Panther: Stranding 30/3.0 mm-Al + 7/3.0 mm-Steel, 261.5 sq mm, Aluminium area, 21.05 mm diameter	**Stranding Details:** 37/3.15 mm 22.05mm Diameter; 288.3 sq.mm Aluminum alloy area	**Stranding Details:** 37/3.08 mm 21.56mm Diameter; 275.66 sq.mm Aluminum alloy area	NA

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Note:

i. **To select any size above the minimum, the sizes mentioned in the Indian standard IS-398(part-6) shall be followed.*

ii. *The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.*

A.5.0 The required phase to phase spacing and horizontal spacing for 400kV, 220kV, 132kV 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.

For 400 kV transmission lines:

The minimum live metal clearances for 400 kV D/C transmission lines shall be considered as follows:

(i) Under stationary conditions

From tower body: 3.05m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (22°)	3.05 mtrs
b) Swing angle (44°)	1.86 mtrs

However, the phase to phase spacing for 400 kV D/C Line shall not be less than 8m.

For 220 kV Transmission Lines:

The minimum live metal clearances for 220 kV D/C transmission lines shall be considered as follows:

(i) Under stationary conditions

From tower body: 2.13m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15°)	1.98 mtrs

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b) Swing angle (30°)	1.83 mtrs
c) Swing angle (45°)	1.675 mtrs

However, the phase to phase spacing for 220 kV D/C Line shall not be less than 5m.

For 132 kV Transmission Lines:

The minimum live metal clearances for 132 kV D/C transmission lines shall be considered as follows:

(i) Under stationary conditions

From tower body: 1.53 m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (15°)	1.53 mtrs
b) Swing angle (30°)	1.37mtrs
c) Swing angle (45°)	1.22 mtrs
d) Swing angle (60°)	1.07 mtrs

However, the phase to phase spacing for 132 kV D/C Line shall not be less than 4m.

A.6.0 The minimum ground clearance for 400kV D/C transmission lines shall be 8.84m, for 220 kV D/C line shall be 7.015 m and for 132 kV D/C line shall be 6.10 m so that maximum electric field does not exceed 10kV/m within the ROW and does not exceed 5kV/m at the edge of the ROW as per international guidelines.

A.7.0 The minimum mid span separation between earthwire and conductor shall be 9.0 m for 400 kV D/C transmission lines, 8.5 m for 220 kV D/C transmission lines & 6.1 m for 132 kV D/C transmission lines. Shielding angle shall not exceed 20 deg for 400 kV D/C & 30 deg for 220 kV D/C lines and 132 kV D/C lines.

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A.8.0 Transposition is to be done for all transmission lines whose length is greater than 100km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions.

A.9.0 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, for 220 kV line shall be 1050 kVp & for 132kV line shall be 650 kVp.

A.10.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV, 50 kA for 1 sec for 220 kV and 40 kA for 1 sec for 132 kV.

A.11.0 Porcelain / glass / polymer insulators shall be used in the line as per requirement and site conditions However, porcelain /glass disc insulators string shall be required to be used for Pilot string irrespective of type of insulators used for suspension/tension location.

A.12.0 Each tower shall be earthed such that tower footing resistance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance at tension tower for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used. The line surge arrester, if required , may be used in lightning prone areas.

A.13.0 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 & 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.14.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required or mandated, shall be provided on the line. In order to optimize the route use of GATISHAKTI platform shall also be made.

A.15.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m2 of surface area. The average zinc coating for all sections and plates 5 mm and above

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shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.

b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m3.

c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6 kg/m2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat 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.16.0 In case of 400kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard steel (GSS) or AACSR or any other suitable conductor type depending upon span length and other technical consideration.

A.17.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field & 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.18.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1 and IS:802-2015. 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.

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

A.20.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.21.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

A.22.0 The last span from dead end tower to existing MPPTCL substation gantry should be less than 90mtr.

A.23.0 In case the LILO of existing line is to be done, and any modification in the existing line is required for the above LILO work the same should be done by the TSP after obtaining necessary approval of MPPTCL. Further, the span on either side of LILO points shall be maintained by the TSP.

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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed **400/220/132 kV Substation at Rewa (Sagra) and 400/220/132 kV Substation at Amarpatan** shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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

2.1 Salient features of 400/220/132KV Sub Station Equipment and Facilities

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

2.2 Insulation Coordination

420kV System would be designed to limit the Switching over voltage to 2.5 p.u and is expected to decay to 1.5 p.u. in 5 to 6 cycles. Consistent with these values and protective levels provided by lightning arrestors, the following insulation levels shall be adopted for 420kV, 245kV, 145 kV and 36 kV systems:

SL No	Description of parameters	400kV System	220kV System	132kV System	33kV System
1.	System operating voltage (rms)	400kV	220kV	132kV	33kV
2.	Maximum voltage of the system (rms)	420kV	245kV	145kV	36kV
3.	Rated frequency	50Hz	50Hz	50Hz	50Hz
4.	No. of phases	3	3	3	3
5.	Impulse withstand voltage for - Transformer and reactors - for other Equipment - for insulator strings	 1300 kVP 1425 kVP 1550 kVP	 950 kVP 1050 kVP 1050 kVP	 650 kVP 650 kVP 650 kVP	 250kVP 170kVP
6.	Switching surge withstand voltage	1050 kVP	-NA-	-NA-	-NA-
7.	Minimum creepage distance - for insulator strings - for other Equipment	 13020 mm 10500 mm	 7595 mm 6125 mm	 4495 mm 3625 mm	 900 mm 900 mm
8.	Max. fault current	63 kA	50 KA	40 KA	31.5 KA
9.	Duration of fault	1 Sec	1 Sec	1 Sec	3 Sec
10.	Corona extinction voltage	320kV rms	156kV rms	105kV rms	NA

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2.3 Switching Schemes

It is essential that the system should remain secured even under conditions of major equipment or bus-bar failure. Sub-stations being the main connection points have large influence on the security of the system as a whole. The selection of the bus switching scheme is governed by the various technical and other related factors. One & Half breaker bus scheme for 400kV system, Double Main and Transfer bus scheme for the 220kV system, and Single Main and Transfer bus scheme for the 132kV system have been considered for all proposed AIS substations under present scope of work due to their merits in terms of reliability, security, operational flexibility and ease of maintenance of equipment's. 132kV and 33kV switching system (bus) is required to include section isolators at suitable locations for sectionalization of bus. In 400kV substations, each circuit of a double circuit transmission line shall be terminated in different diameter. Similarly, 400kV ICTs shall also be terminated in different diameter. Accordingly, following switching schemes shall be adopted.

Voltage / Type of Substation	400kV side	220kV side	132kV side	33kV side
AIS Type	One & half breaker	Double Main & Transfer (DMT)	Single Main & Transfer (SMT)	Single Main & Transfer (SMT)

2.4 Substation Equipment and facilities:

The switch-gear shall be designed to withstand operating conditions and duty requirements. The equipment shall be designed considering the transmission line capacity.

Sl. No	Description of Bay	400kV	220kV	132kV	33kV
1	Bus Bar	4000A	3000A	3000A	1600A
2	Line bays	3150A	1600A	1250A	400A
3	ICT bays	3150A	1600A (for 400/220kV) & 800A (for 220/132kV)	1250A	1200A
4	Bus Reactor bays	2000A	NA	NA	NA
5	Bus coupler bays	NA/4000A	2500A	NA	NA

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2.5 Power Transformer

500MVA, 400/220 kV and 200MVA, 220/132kV 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.

2.6 Shunt Reactors

125 MVAR, 420 KV, 3-Phase Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

A. Controlled Switching Device at Bus & Line Reactor

The controlling relay shall record and monitor the switching operations and make adjustments to the switching instants to optimize the switching behavior as necessary. It shall provide self-diagnostic facilities, signaling of alarms and enable downloading of data captured from the switching events.

The controller shall be designed to operate at the correctly and satisfactorily with the excursion of auxiliary A/C & DC voltages and frequency as specified in section – GTR which are stated below:

Normal Voltage	Variation in Voltage	Frequency in Hz	Phase/ Wire	Neutral Connection
415V	±10%	50±5%	3/4 Wire	Solidly Earthed
240V	±10%	50±5%	1/2 Wire	Solidly Earthed
220V	190V to 240V	DC	-	Isolated 2 wire system
240V	95V to 120V	DC	-	Isolated 2 wire system
50V	-	DC	-	2 wire system(+) Earthed

The controller shall meet the requirements of IEC-60255-4 Appendix 'E' class III regarding HF disturbance test, and fast transient test shall be as per IEC-61000 – 4 level III and insulation test as per 60255 – 5.

2.7 SF6 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-01 and shall be of SF6 Type. The circuit breakers shall be class C2-M2 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40 ms for 400kV circuit breakers and 60 ms for 220kV & 132kV circuit breakers. 400kV and 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines wherever required shall be

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provided with pre insertion closing resistor of about 450 ohms maximum with 8 milliseconds minimum insertion time for lines longer than 200km. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. 400kV Circuit Breaker shall be equipped with controlled switching device for controlling of transformer and shunt reactor. The controlled switching device shall be provided in 400kV Circuit breakers of switchable line reactor bay and in Main & Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and ICTs.

The Technical Particulars / Parameters of Circuit Breakers:

Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
1.	Rated voltage (Umax) kV (rms)	420	245	145	36
2.	Rated frequency (Hz)	50	50	50	50
3.	No. of poles	3	3	3	3
4.	Type of circuit breaker	SF6 gas insulated	SF6 gas insulated	SF6 gas insulated	Vacuum
5.	Rated continuous current (A) at an ambient temperature of 50°. C	3150	3150	2000	1250
6.	Rated short circuit capacity with percentage of DC component as per IEC-62271-100 corresponding to minimum opening time under operating conditions specified.	63kA	50 kA	40kA	31.5kA
7.	Symmetrical interrupting capability (rms)	63kA	50 kA	40kA	25kA
8.	Rated short circuit making current	157.5 kAp	125 kAp	100 kAp	62.5 kAp
9.	Short time current carrying capability (rms)	63 for one second	50 for one second	40 for one second	31.5 For three second
10.	Out of phase breaking current carrying capability (rms)	15.75	As per IEC	As per IEC	As per IEC

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Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
11.	Rated line charging interrupting current at 90°. Leading power factor angle (rms) (The breaker shall be able to interrupt the rated line charging current with test voltage immediately before opening equal to the product of U/√3 and 1.4 as per IEC-62271-100	600 A	As per IEC	As per IEC	As per IEC
12.	First pole to clear factor	1.3	1.3	1.3	1.5
13.	Temperature rise over an ambient temperature of 50°.C	As per IEC: 62271-100	As per IEC: 62271-100	As per IEC: 62271-100	As per IEC: 62271-100
14.	Rated break time as IEC (with limiting auxiliary voltage at all duties)	40 ms	60 ms	60 ms	NA
15.	Total break time	40ms	50ms	60ms	40±15ms
16.	Total closing time	Not more than 110ms	Not more than 100ms	Not more than 100ms	60±15ms
17.	Operating mechanism or a combination of these	Spring	Spring	Spring	Spring
18.	Rated operating duty cycle	O-0.3s-CO-3 min-CO	O-0.3s-CO-3 min-CO	O-0.3s-CO-3 min-CO	O-0.3s-CO-3 min-CO
19.	Reclosing	Single phase &Three phase auto reclosing.	Single phase &Three phase auto reclosing.	Three phase auto reclosing.	3 Pole Reclosing
20.	Pre-insertion resistor requirement				
i)	Rating (ohms)	400(max.) with tolerance as applicable	NA	NA	NA

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Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
ii)	Minimum electrical (mechanical insertion time +pre-arcing time) pre-insertion time (ms)	8	NA	NA	NA
iii)	Opening of PIR contacts	PIR contacts should open immediately after closing of main contacts OR At least 5 ms prior to opening of main contacts at rated air/gas pressure where the PIR contacts remain closed	NA	NA	NA
21.	Max. difference in the instants of closing/opening of contacts (ms) between poles at rated control voltage and rated operating & quenching media pressures	2.5 (within a pole) 3.3 (opening) 5.0 (closing)	3.3 (opening) 5.0 (closing)	3.3 (opening) 3.3 (closing)	NA
22.	Maximum allowable switching over voltage under any switching condition	2.3 p.u.	As per IEC	As per IEC	As per IEC
23.	Trip coil and closing coil voltage with variation as specified	220V DC	220V DC	220V DC	

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Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
24.	Noise level at base and up to 50 m distance from base of circuit breaker	140dB (max.)	140dB (max.)	140dB (max.)	140dB (max.)
25.	Rating of Auxiliary contacts	10A	10A	10A	
26.	Breaking capacity of Aux. Contacts	10A DC with circuit time constant not less than 20ms	10A DC with circuit time constant not less than 20ms	10A DC with circuit time constant not less than 20ms	10A DC with circuit time constant not less than 20ms
27.	Rated insulation levels				
i)	Full wave impulse withstand (1.2 /50 µs) between line terminals and ground	±1425 kVp	±1050 kVp	±650 kVp	±170 kVp
ii)	Full wave impulse withstand (1.2 /50 µs) between terminals with circuit breaker open	1425 kVp impulse on one terminal & 240 kVp power frequency voltage of opposite polarity on the other terminal	±1050 kVp	+ 650kVp	±170 kVp
iii)	Rated switching impulse withstand voltage (250/2500 µs) Dry & wet between line terminals and ground	+1050 kVp	NA	NA	NA
iv)	Rated switching impulse withstand voltage (250/2500 µs) Dry &wet Between terminals with circuit breaker open voltage of opposite polarity on the other	900 kVp impulse on one terminal & 345 kVp power frequency	NA	NA	NA

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Sl. No.	Parameter	400kV system	220kV system	132kV system	33kV system
	terminal				
v)	One minute power frequency dry withstand voltage between line terminals and ground	520 kV rms.	460 kV rms.	275 kV rms	70 kV rms
vi)	One minute power frequency dry withstand voltage between terminals with circuit breaker open	610 kV rms.	460 kV rms.	275 kVrms	70 kV rms
28.	Minimum corona extinction voltage with CB in all positions	320kV rms	156 kV rrms	92 kV rms	
29.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz (Micro volts)	1000 µV (at 266kV rms)	1000 µV (at 156kV rms)	500µV (at 92kV rms)	
30.	Minimum Creepage distance				
i)	Phase to ground (25mm/kV)	10500mm	6125mm	3625mm	900mm
ii)	Between CB terminals	10500mm	6125mm	3625mm	900mm
31.	Rated capacitance current switching duty	C2	C2	C2	
32.	Rated Mechanical Endurance duty	M2	M2	M2	

2.8 Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general. 400 kV, 220kV & 132kV isolators shall be double break type, All Isolators and earth switches shall be motor operated. Earth switches are provided at various locations to facilitate maintenance. Isolator rated for 400kV, 220kV, 132kV & 33kV shall be of extended mechanical endurance class-M2 and suitable for bus transfer current switching duty as per IEC-62271-102 Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400kV, 220kV & 132kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

The Technical Particulars / Parameters of Isolators:

Sl. No.	Description	Unit	420kV Isolator	245kV Isolator	145kV Isolator	33kV Isolator

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Sl. No.	Description	Unit	420kV Isolator	245kV Isolator	145kV Isolator	33kV Isolator
1	Rated voltage	kV rms	420	245	145	36
2	Rated frequency	Hz	50	50	50	50
3	No. of poles	Nos.	3	3	3	3
4	Design ambient temperature	°C	50	50	50	50
5	Type		Outdoor, AC Motor Operated	Outdoor, AC Motor Operated	Outdoor, AC Motor Operated	Manually Operated
6	Rated current at 50°. C ambient temperature	A	2000A/ 3150A (as applicable)	1600A /2500A (as applicable)	2000A/ 1600A (as applicable)	1200A/ 800A (as applicable)
7	Rated short time withstand current of isolator and earth switch	kA	63 for 1 sec	50 for 1 sec	40 for 1 sec	31.5 for 3 sec
8	Rated dynamic short time withstand current of isolator and earth switch	kAp	157.5 kAp	125 kAp	80kAp	65.5kAp
9	Temperature rise over design ambient temperature	-	-	-	-	-
10	Operating mechanism of isolator/earth switch		A.C. Motor operated	A.C. Motor operated	A.C. Motor operated	Manually Operated
11	Max. Operating time	secs	20 secs or less	12 secs or less	12 secs or less	NA
12	Rated Insulation levels					
a)	Full wave impulse withstand voltage (1.2/50 microsec.)					
i)	between line terminals and ground	kVp	±1425	±1050	±650	±170

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Sl. No.	Description	Unit	420kV Isolator	245kV Isolator	145kV Isolator	33kV Isolator
ii)	between terminals with isolator open	kVp	±1425 kVp impulse on one terminal and 240 kVp power frequency voltage of opposite polarity on other terminal	±1200	±750	±195
b)	Switching impulse withstand voltage (250/2500 micro-second) dry and wet					
i)	between line terminals and ground	kV peak	± 1050	-NA	-NA	NA
ii)	between terminals with Isolator open	kV peak	900 kVp impulse on one terminal and 345 kVp power frequency voltage of opposite polarity on other terminal	-NA	-NA	-NA
c)	One minute power frequency dry withstand voltage					
i)	between line terminals and ground	kV rms	520	460	275	70
ii)	between terminals with isolator open	kV rms	610	530	315	-
13	Minimum Corona extinction voltage with Isolator in all positions	KV rms	320	156	92	-
14	Max. radio interference	Micro	500 at	500 at	500 at 92	-

Sl. No.	Description	Unit	420kV Isolator	245kV Isolator	145kV Isolator	33kV Isolator
	voltage for frequency between0.5 MHz and 2 MHz in all positions	volts	320 kVrms	156 kVrms	kVrms	
15	Seismic acceleration		As per IS:1893	As per IS:1893	As per IS:1893	-
16	Thermal Rating of Auxiliary Contacts	A	10 A at 220 V DC	10 A at 220 V DC	10 A at 220 V DC	10A at 220V DC
17	Breaking Capacity of auxiliary contacts		2 A DC with circuit time constant not less than 20 ms	2 A DC with circuit time constant not less than 20 ms	2 A DC with circuit time constant not less than 20 ms	2A DC with circuit time constant not less than 20ms
18	System neutral earthing		Effectively Earthed	Effectively Earthed	Effectively Earthed	Effectively earthed

2.9 Current Transformers (AIS)

Current Transformers shall comply with IEC 60044-1 in general. All ratios shall be obtained by secondary taps. Generally, Current Transformers (CT) for 400kV & 220 kV shall have six cores (four for protection and two for metering) and for 132kV shall have five cores (three nos. for Protection & two nos. for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. Accuracy class for protection core shall be PS and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400 kV voltage class.

The Technical Particulars / Parameters of Current Transformers:

Sl. No.	Description	400kV system	220kV system	132 kV system	33 kV system
1	Rated voltage, Um (kV rms)	420	245	145	36
2	Rated frequency (Hz)	50	50	50	50
3	No. of Poles	1	1	1	1
4	Design ambient temperature (°C)	50	50	50	50

Sl. No.	Description	400kV system	220kV system	132 kV system	33 kV system
5	Rated Primary Current (A)	3150-1000/1A	1600-800/1A	1250-400/1A	1200/1A (for Xmr) 400/1A (for feeder)
6	Rated extended primary current	125%	125%	125%	125%
7	Rated short time thermal withstand current (kA)	63 for 1 sec	50 for 1 sec	40 for 1 sec	31.5 for 3 Sec
8	Rated dynamic current	157.5 kAp	125 kAp	80 kAp	65.5 kAP
i)	between line terminals and ground (kVpeak)	±1425	±1050	±650	±170
i)	between line terminals and ground (kVpeak)	± 1050	-NA-	-NA-	-NA-
i)	between line terminals and ground (kVrms)	630 (dry only)	460	275	70
9	No. of Cores	6 (4 nos. for Protection & 2 nos. for metering)	6 (4 nos. for Protection & 2 nos. for metering)	5 (3 nos. for Protection & 2 nos. for metering)	4for Xmr. (2 No. for protection 2 No.for metering) 2 for feeder (1 No.for protection, 1 No.for metering)

2.16 Capacitor Voltage Transformers (CVT) / Potential Transformers (PT)

Capacitive Voltage transformers shall comply to IEC-61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and 0.5 and for metering core shall be 0.2. The voltage transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT shall be 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 100 VA for metering core) for better sensitivity and accuracy.

The Technical Particulars / Parameters of Capacitor Voltage Transformers:

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Sl. No.	Description	420kV CVT	245kV CVT	145kV CVT	36kV PT
1	Rated primary voltage (kV rms)	420	245	145	36
2	Rated frequency(Hz)	50	50	50	50
3	No. of Poles	1	1	1	1
4	Design ambient temperature (°C)	50	50	50	50
5	System fault level (kA for 1 sec)	63 for 1 sec	50 for 1 sec	40 for 1 sec	31.5 for 3 sec.
6	Standard reference range of frequencies for which the accuracy are valid	96% to 102%for protection and 99% to 101 % for measurement		-	
7	High frequency capacitance for entire carrier frequency range (for CVT only)	Within 80% to 150% of rated capacitance		-	
8	Equivalent series resistance over entire carrier frequency range (for CVT)	Less than 40 Ohms		-	
9	Stray capacitance and stray conductance of HF terminal over entire carrier frequency range (for CVT)	As per IEC-60358		-	
10	Temperature rise over design ambient temperature	As per IEC-61869			
11	Rated Insulation levels				
a)	Full wave impulse withstand voltage (1.2/50 microsec.)				
i)	between line terminals and ground	±1425 kVp	±1050 kVp	±650 kVp	±170kVP
ii)	between terminals with isolator open	±1425 kVp impulse on one terminal and 240 kVp	±1200 kVp	±750 kVp	

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Sl. No.	Description	420kV CVT	245kV CVT	145kV CVT	36kV PT
		power frequency voltage of opposite polarity on other terminal			
b)	Switching impulse withstand voltage (250/2500 micro-second) dry and wet				
i)	between line terminals and ground	± 1050 kVp	-NA	-NA	-NA-
ii)	between terminals with Isolator open	900 kVp impulse on one terminal and 345 kVp power frequency voltage of opposite polarity on other terminal	-NA	-NA	-NA-
c)	One minute power frequency dry withstand voltage				
i)	between line terminals and ground (kVrms)	630 (dry only)	460	275	70
d)	One minute power frequency withstand voltage between secondary terminals & earth				
i)	between LV (HF) terminal and earth terminal (kVrms)	10kVrms for exposed terminals and 4kVrms for terminals enclosed in a weather proof box			
ii)	For secondary winding	3kVrms			5kVrms
12	Max. radio interference voltage for frequency between0.5 MHz and 2 MHz at (microvolts)	1000 at 266kV rms	1000 at 156kV rms	500 at 92kV rms	-NA-
13	Minimum Corona extinction voltage (kVrms)	320	176	106	-NA-
14	Partial Discharge	As per IEC	As per IEC	As per IEC	As per

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Sl. No.	Description	420kV CVT	245kV CVT	145kV CVT	36kV PT
					IEC
15	Type	Single phase Electromagnetic or capacitor VT			
16	No. of secondaries	3 cores	3 cores	3 cores	2 cores
17	Rated voltage factor	1.2 - continuous 1.5 -30 seconds	1.2 - continuous 1.5 -30 seconds	1.2 - continuous 1.5 -30 seconds	1.2 continuous 1.5-30 sec.
18	Phase angle error	+ 10 minutes (For metering core)	+ 10 minutes (For metering core)	+ 10 minutes (For metering core)	± 10 mintutes(for metering core)
19	Capacitance (pf) (for CVT)	8800/4400 (+10%/-5%)	8800/4400 (+10%/-5%)	4400 (+10%/-5%)	-
20	Core details	Core-1, Core-2 & Core-3	Core-1, Core-2 & Core-3	Core-1, Core-2 & Core-3	Core 1 & Core 2
a)	Voltage Ratio	Core-1:-(400/√3)/(0.11/√3) Core-2:-(400/√3)/(0.11/√3) Core-3:-(400/√3)/(0.11/√3)	Core-1:-(220/√3)/(0.11/√3) Core-2:-(220/√3)/(0.11/√3) Core-3:-(220/√3)/(0.11/√3)	Core-1:-(132/√3)/(0.11/√3) Core-2:-(132/√3)/(0.11/√3) Core-3:-(132/√3)/(0.11/√3)	Core1-33kV/√3/0.11/√3 Core2-33 √3/0.11/√3
b)	Application	Core-1-Protection Core-2-Protection Core-3-Metering	Core-1-Protection Core-2-Protection Core-3-Metering	Core-1-Protection Core-2-Protection Core-3-Metering	Core1-protection Core2-Metering
c)	Accuracy	Core-1-3P Core-2-3P Core-3-0.2	Core-1-3P Core-2-3P Core-3-0.2	Core-1-3P Core-2-3P Core-3-0.2	Core 1-3P Core 2-0.2
d)	Min. Output burden (VA)	Core-1:-100VA Core-2:-100VA Core-3:-	Core-1:-100VA Core-2:-100VA Core-3:-	Core-1:-100VA Core-2:-100VA Core-3:-	Core1-100VA Core2-100VA

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Sl. No.	Description	420kV CVT	245kV CVT	145kV CVT	36kV PT
		100VA	100 VA	100 VA	
21	Rated Total Thermal Burden (VA)	300 VA (100 VA/winding)			
22	Minimum Cantilever Strength	500 KG			

2.17 Surge Arresters (AIS)

Station class, heavy duty gapless type Surge arresters conforming to IEC 60099-4 in general shall be provided. The rated voltage of Surge arrester and other characteristics are chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, Transformers & Reactor so as to achieve proper insulation coordination. Porcelain/Polymer housing if provided for SA shall be fitted with pressure relief devices and diverting ports suitable for preventing shattering of Porcelain/Polymer housing provide path for the flow of rated currents in the event of arrestor failure. A leakage current monitor with surge counter shall be provided with each surge arrestor.

The Technical Particulars / Parameters of Surge Arresters:

Sl. No.	Description	Unit	420kV SA	245kV SA	145kV SA	36kV SA
1	Nominal System Operating voltage	kV, rms	400	220	132	33
2	Rated frequency	Hz	50	50	50	50
3	No. of Poles	No.	1	1	1	1
4	Design ambient temperature	°C	50	50	50	50
5	Rated arrester voltage	kV	336	198	120	30
6	Continuous operating voltage at 50° C	kV	267	168	96	25
7	Nominal discharge current		20 kA of 8/20 microsecond wave	10 kA of 8/20 microsecond wave	10 kA of 8/20 microsecond wave	10kA of 8/20 micro sec. wave
8	Discharge current at which insulation co-		20 kA of 8/20	10 kA of 8/20	10 kA of 8/20	10kA of 8/20

Sl. No.	Description	Unit	420kV SA	245kV SA	145kV SA	36kV SA
	ordination will be done		microsec ond wave	microsec ond wave	microsec ond wave	micro sec. wave
9	Minimum discharge capability (referred to rated arrester Voltage) or corresponding to minimum discharge voltage as per clause-2.0 (d) whichever is higher	kJ/kV	12kJ/kV	7kJ/kV	7kJ/kV	7kJ/kV
10	Max. switching surge residual voltage	kVp	670 (at 2kA) 650 (at 500A)	500 (at 1kA)	280 (at 1kA)	
11	Max. residual voltage at					
i)	5kA	kVp	-	560	310	
ii)	10 kA nominal discharge current	kVp	800	480	300	90
iii)	20 kA nominal discharge current	kVp	850	-	-	-
12	Cantilever Strength (for 1 minute withstand test)	kg	1000	1000	1000	320

2.18 33kV Shunt Capacitors:

The 36kV, 12MVAr Shunt Capacitor Banks shall be connected in double star formation and each star connected bank shall be unearthed with a floating neutral, but interconnected by a neutral protective current transformer (NCT) of suitable ratio to operate protective relay at its 20% current setting whenever one capacitor unit fails.

The Technical Particulars / Parameters of 36kV Shunt Capacitor Bank:

Sl. No.	Particulars	Parameters
1	Nominal System Voltage	33 kV
2	Highest System Voltage	36 kV
3	Rated capacitor bank voltage	36 kV
4	Basic Insulation level	170 kVp

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5	P.F. withstand voltage	70 kV
6	Type of connection	Double Star
7	Rating of Shunt Capacitor at highest voltage	12 MVAR
8	Number of phases	3
9	KVAR and voltage rating of each unit	166.67 KVAR / 6.93 kV
10	Total number of units in each bank of 12MVAR	72
11	Total number of Series Group per phase per Star group	3
12	Number of units in parallel per series group per phase	4
13	Type of fuse	Internal Fuse

2.19 Protection & Control

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 (Edition-II) communication interface. All numerical relays shall have built in disturbance recording feature. The auto transformer protection should be provided with two no. differential relays of different make &algorithm.

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

400kV and 220kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 400 kV and 220 kV lines shall also have MAIN-II numerical distance protection scheme like Main-I but from different make that of MAIN-I. 132kV lines shall have MAIN-I numerical four zones distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 132 kV lines shall also have independent back up over current & earth fault protection. However, Line Current Differential relay (with back up distance protection feature) as Main–I & Main-II may be considered, for short lines (line length less than 10 KM) having Fibre Optic communication link for which line differential relay have to be arrange by Transmission Service Provider (TSP) for remote end also. In case of

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loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware, manufacturing platform or different principle of operation. Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owner.

All 400kV lines shall also be provided with two stages over voltage protection. Further, all 400kV & 220kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. 132kV lines should not have auto-reclosing facility. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

Over voltage protection & distance to fault locator may be provided as in-built feature of Main-I & 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 400kV, 220kV and 132kV 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/Transformer protection:

These shall have the following protections:

(i) Numerical Differential protection
(400/220 KV and 220/132 KV ICTs shall have two differential protection relays. The second differential relay shall be provided on IV side C&R panel to avoid congestion on HV side C&R panel. The differential relay shall have different make and algorithm.)
(ii) Numerical Restricted earth fault protection
(iii) Numerical Over-current and earth fault protection on HV & MV side
(iv) Numerical Over fluxing protection on HV & MV side
(v) Numerical Overload alarm
(vi) Neutral displacement

Further, Numerical Back-up Over-current and earth fault protection on HV & MV side of auto-transformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with BUCHOLZ relay, protection against high oil and winding temperature and pressure relief device, OSR etc. The auto transformer protection should be provided with two no. differential relays of different make & algorithm.

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Suitable monitoring, control (operation of associated circuit breaker & 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 & 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
(iv) Numeric back up – over current & Earth fault protection

Besides these, reactors shall also be provided with Buchholz relay, protection against oil and winding temperatures & pressure relief device etc.

d) Numerical Bus Bar Protection

The high speed low impedance 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 400kV, 220kV and 132kV buses. Duplicated bus bar protection is envisaged for 400kV 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 the complete bus bar protection for present as well for present as well as for future bays envisaged 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. For existing substations, the existing bus bar protection shall be augmented wherever required.

e) Numerical Local Breaker Back up Protection

This shall be provided for each 400kV, 220KV and 132kV breakers and will be - connected to de-energize the affected stuck breaker from both sides.

f) Substation Automation System (optional)

For new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 (Edition-II) may be provided by TSP as per requirement. The distributed architecture shall be used for Substation Automation system, where the

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controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 132kV and above. All bay control units as well as protection units are normally connected through an Optic fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room. The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in 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.

At existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope. At existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway, modems, data channel (as required) shall be provided to send data to SLDC & backup SLDC & MPPTCL SCADA CENTER through IEC 60870-5-104/101 protocol and data points as per SLDC requirements. Any augmentation work at SLDC is excluded from TSP's scope. However, all the configuration work at substation end required to send data to SLDC & MPPTCL SCADA CENTER shall be in the scope of TSP.

g) 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. This equipment shall be used to synchronize SAS, PMUs & IEDs etc.

2.20 Control Concept

All the EHV breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room and remote control center. Each breaker would have two sets of trip circuits which would be connected to separately fused DC supplies for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

2.21 PLCC & PBAX

Power line carrier communication (PLCC) equipment complete for speech, tele-protection commands and data channels shall be provided on each transmission

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line. The protections for transmission line and the line compensating equipment shall have hundred percent (100%) back up communication channels i.e. two channels for tele-protection in addition to one channel for speech plus data for each direction. The PLCC equipment shall in brief include the following-

- Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (SLDC) etc.
- Coupling devices shall be suitable for 8800/4400pF for 400kV CVT with phase to phase coupling, 8800/4400pF for 220kV CVT with phase to phase coupling. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.
- The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.
- The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.
- PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT & Wave trap for all line bays under present scope shall be provided by TSP.
- TSP shall provide/undertake necessary addition/modification/shifting/re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).
- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- Adequate number of Fiber Optic/OPGW based terminal equipments are required to be provided at each Substation under present scope of work and the same shall be utilized for Data, Voice and line protection applications.

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For protection purposes, both end Digital Protection Couplers (DPCs) shall be included at both ends. However, for line protection application, back up communication channel/link may be considered as per requirement so as to take care of OPGW/Telecommunication equipment outage.

Bidders are also required to familiarize themselves with the protection & communication scheme of existing transmission lines. Before finalizing the Protection scheme and Sub-Station Automation system, bidder is requested to get fully familiarized with the site condition and General arrangement & scheme etc of the existing Substations.

2.22 Substation Automation System

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

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

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

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

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

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

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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 Synchronisation Equipment**

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

2.23 Substation Support facilities

Certain facilities required for operation & maintenance of substations as described below shall be provided in new substation. In existing substation, these facilities have already been provided and would be extended/ augmented, wherever required.

2.24 AC & DC power supplies

For catering to the requirements of three phase & single phase AC supply and DC supply for various substation equipment's, the following arrangement is envisaged. However, for substation extension / augmentation, existing facilities shall be augmented as required -

i) For LT Supply at 400/220kV New Substation, two (2) nos. 500 kVA, 33/0.4kV Transformers shall be provided which shall be connected with two different sources either on 33kV bus of substation or on DISCOM supply or on tertiary of 400/220/33kV Auto-transformer. The maximum permissible losses shall be as per Table 6 of IS-1180.

ii) For LT Supply at 220/132kV New Substation, two (2) nos. 200 kVA, 33/0.4kV Transformers shall be provided which shall be connected with two different sources either on 33kV bus of substation or on DISCOM supply or on tertiary of 220/132/33kV Auto-transformer. The maximum permissible losses shall be as per Table 6 of IS-1180.

iii) For LT Supply at 220/33kV or 132/33kV New Substation, one (1) No. 200 kVA, 33/0.4kV Transformer shall be provided which shall be connected on 33kV bus of substation. The maximum permissible losses shall be as per Table 6 of IS-1180.

iv) Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33kV tertiary of Transformer for drawing auxiliary supply at new substation. Such SEMs may be provided by STU at the cost of the TSP.

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Accounting of such energy drawn by the TSP shall be done by SLDC as part of State Energy Accounting. Additionally, Active Energy Meters may be provided at the same point in the 33kV tertiary of Transformer by local SEB/DISCOM for energy accounting,

v) 2 Sets batteries of 220V for control & protection and 2 Sets 48V batteries for PLCC/ Communication equipment shall be provided at each new Substation with at least 10 hours battery backup and extended back up as required. Each battery bank would have a float-cum-boost charger. Battery shall be of VRLA type.

vi) Suitable AC & DC distribution boards and associated LT Switchgear would be provided at new Substations. Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC & DC distribution boards shall have modules for all the present and future feeders as specified.

For Substation Extensions, existing facilities shall be augmented as required. For new substations following switchboards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

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

415V Main Switch Board & AC distribution board shall be provided with at least two incomers with one bus coupler and AC supply shall have redundancy.

vii) In new Substations, one No. 250 KVA DG set shall be provided for emergency applications.

viii) Sizing of Auxiliary system (like battery, charger, LT switchgear) may be done considering future bay requirements to avoid replacement in future with higher sizes.

2.25 Installation of Interface ABT Meters:

a. Metering (Main & Check at arrangement with AMR facility shall be provided on the LV side of EHV Power Transformers i.e. 33kV side of 220/33kV & 132/33kV transformers installed in EHV substations.

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b. The standby metering with AMR facility shall be provided on the HV side of EHV Power transformers i.e.220/33kV, 132/33kV and 132/11kV transformers installed in EHV substations.

c. In case of EHV consumers of Distribution Licensee directly connected with 220kV or 132kV Substation of Licensee, tariff metering with AMR facility shall be provided on outgoing feeder emanating from EHV substation of Licensee. In case of Railway Traction feeders, standby meters with AMR facility shall be provided at Licensee substation.

d. The Interface meters shall be of open protocol confirming to IS 15959 and of point 0.2S accuracy class. The accuracy class of Current transformers (CTs) and voltage transformers (VTs) shall not be inferior to that of associated meters. The meters shall have a non-volatile memory in which following shall be automatically stored:

- Average frequency for each successive 15/5 minutes block, as a two digit code (00 to 99 for frequency from 49.0 to 51.0Hz).
- Net Watthour transmitted during each successive 15/5 minutes block, up to second decimal, with plus/minus sign.
- Cumulative Watthour transmittal at each midnight, in six digits including one decimal.
- Cumulative VArh transmittal for voltage high condition, at each midnight, in six digits including one decimal.
- Cumulative VArh transmittal for voltage low condition, at each midnight, in six digits including one decimal.
- Date and time blocks of failure of VT supply on any phase, as a star (*) mark.
- The interface meters shall have the provision of recording of energy in 15 minutes' time block as well as 5 minutes' time block as configured through software. In addition to the existing provisions of frequency resolution of 0.01Hz and they must be capable of recording Voltage and Reactive Energy at every 5 minute and have feature of auto-time synchronization through GPS.

e. The provisions of MPEGC (Revision-III), 2024 and CEA (Installation and operation of Meters) Regulation 2006 and subsequent amendments thereof shall be applicable for metering of interface points.

f. Interface ABT Meters shall be SAMAST complied.

2.26 Fire Fighting System

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Fire-fighting system in general conforms to fire insurance regulations of India. The fire-fighting system is proposed with both AC motor & diesel engine driven pump house in a fire fighting pump house building along with water storage tank of adequate capacity and oil soak pit of adequate capacity in line with Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 to drain transformer oil in case of fire or otherwise. Automatic heat actuated emulsifying system to be provided for fire protection of Transformers. However, Nitrogen Injection Fire Protection System (NIFPS) shall be required for 400 kV and 220 kV Class Transformers. In addition, for alarm system based on heat/smoke detectors are proposed to be installed at sensitive points in a substation e.g. Cable Vault, Control Room building and other buildings etc. 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. All fire protection system shall also comply with the requirement of CEA (Measures Relating to Safety & Electric Supply) regulations.

2.27 Oil evacuating, filtering, testing & 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 tanks of adequate capacities for storage of transformer oil would be provided.

2.28 Illumination

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

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

2.29 Control Room

Substation control room shall be provided to house substation work station for station level control (SAS) along with its peripheral and recording equipment's, AC & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & other panels as per present requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate

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space provision for laying of cables from control room for all the future bays also.

2.30 PT Distribution Scheme

A suitable PT distribution scheme for 400kV, 220 kV & 132 kV has to be provided by TSP. TSP may visit the existing Sub-Stations in order to familiarize themselves with the existing system. The PT distribution board must be suitable for distributing the main bus PTs to all the feeder/transformers. The Potential transformers shall comply with the relevant codes/standards. The number of secondary cores, accuracy class and burden shall be in accordance with the requirements of the protection and metering system. Rated burden shall be nearest to the burden computed; however it shall not exceed 100 VA. The accuracy class for metering core shall be equal to or better than the accuracy class of the meter specified in the Central Electricity Authority (Installation and Operation of Meters) Regulations. Digital optical voltage transformers shall also be acceptable in place of conventional voltage transformers.

2.31 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. 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. 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 & 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.

2.32 Fibre Optic Communication Network

The Fibre Optic Communication Network configuration and the equipment characteristics for communication system to be installed under the project as per relevant IS standard & CEA Guidelines. The sub-systems addressed within this

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section are:

1. Fibre Optic Transmission System (FOTS).
2. Termination Equipment Subsystems.
3. Network Management System (NMS).
4. MDF, DDF and Cabling.

The above are applicable to and in support of network configurations and Network Management System (NMS) for monitoring and control of the communication network. TMN/NMS and NMS have been interchangeably used in this specification. The security related requirements of the equipment shall be as per DoT (Department of Telecommunication) guidelines and all similar security requirements as amended by DoT on time to time basis shall be followed/complied by the TSP at no additional cost to MPPTCL till the implementation of the project. It shall be the responsibility of TSP to integrate the Fibre Optic Terminal Equipment's to existing MPPTCL Fibre Optic Network and NMS System and all necessary SFP/interface equipment's (if any) for integration, are to be arranged by TSP.

2.33 Phasor Measurement Unit (PMU)

The substations/Generating stations are provided with CTs on each bay of the switchyard and CVTs/PTs in each transmission line bay and on each bus. The CTs have one metering core and four protection cores. The CVTs are provided with three cores for metering/protection. The offered Phasor Measurement Unit (PMU) shall be connected to either of these CT and CVT cores. PMUs shall be suitable for measurement on both the cores (Meter & Protection).

The PMUs to be installed at the Substations / Power stations, shall communicate to the existing Phasor Data Concentrator (PDC) installed at SLDC as per IEEE C37.118.1-2011, IEEE C37.118.2-2011 & C37.118.1a-2014 standard or IEC/IEEE 60255-118-1:2018 Standard with all amendments. PMU complying IEC/IEEE 60255-118-1:2018 Standard shall be preferred. The PMU shall be capable of reporting with its full features to the existing PDC installed at SLDC under the Unified Real Time Dynamic State Monitoring (URTDSM) Project. The PMU's are to be provided for each feeder bays and transformers in 400kV & 220kV substations as well as specifically identified 132kV substations and the data is to be transferred through single channel to SLDC. The details of existing PDC installed at SLDC is as under:

Contract Item No as per BOQ		Main and Backup SLDCs: B.4 a, c, d, e
Application		Real Time PDC, Analytics Server and PDS (Part-1)
Sr. No.	Item	Characteristics

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Contract Item No as per BOQ		Main and Backup SLDCs: B.4 a, c, d, e
Application		Real Time PDC, Analytics Server and PDS (Part-1)
Sr. No.	Item	Characteristics
1	Manufacturer	CISCO
2	Model	C240-M3
3	Application	Real Time PDC and Analytics
4	Country of Origin	America (North & Latin)/ Europe
5	No. of CPU and Cores: 2 x 8 cores	2 x 10C Processor, ES-2670v2, 2.5 GHz (2 Socket)
6	Installed 128 GB	8 x 16 GB DDR3 (128 GB), 12 DIMM Slots per Processor Socket total of 24 DIMM Slots
7	Internal Auxiliary Memory: 500 Gb Delivered expendable up to 1 TB	2 x 600GB 15K, SAS HDDs. (RAID 1), 16 no. HDD Slots
8	Internal optical drive: DVD (R+W)	DVD +/-RW, SATA, External (HP Make)
9	Input Ports: 2 x 1 Gbps Ethernet Ports (Minimum)	4 x 1 GB Ethernet Ports
10	Power Supply: Dual AC Power Supply	Dual Power Supply, 650W
11	User interface: Through a common TFT monitor, keyboard & mouse connected through KVM Switch in I server rack	Yes
12	Mounting: Rack mountable	Yes, 2U

2.34 Remote Terminal Unit (RTU)

The TSP shall provide the complete RTUs, interface cabinets, transducers, Multi-Function meters, cabling, installation and implementation and associated support requirements.

The TSP is required to provide the data to SLDC & backup SLDC and MPPTCL SCADA CENTER either through IEC gateway of Substation Automation System (SAS) or through separate RTUs. In case telemetry to SLDC/ MPPTCL SCADA CENTER is to be provided through RTU, then TSP shall provide complete RTU, interface cabinets, transducers/MFMs, modems for both ends, data channel, and integration with SLDC through IEC 60870-5-104/101 protocol along with support requirement with support requirement. The Modems and Data Channels required for MPPTCL SCADA shall be in the scope of TSP.

3.0 GENERAL FACILITIES

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Following facilities shall be provided:

- Substation Gantry/Towers are envisaged for present scope of bays only. However, for adjacent future bay, gantry/towers shall be designed for extension (considering Quad conductor for 400kV future lines, Single conductor for 220kV & 132kV future lines) wherever required.
- The sub-station shall be confirming to the requirement of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.
- In addition, the scope for development of communication system at the Substations & Transmissions lines is in the scope of TSP. The communication equipment at both ends of the transmission line terminating at MPPTCL's substation, along with its O&M, shall be in the scope of the TSP. For all the new substations, PLCC, Substation Automation System (SAS) & Time synchronization equipment, shall be provided by the TSP as per guidelines & amendments thereof.
- Bay extension works at existing substation shall be executed by TSP in accordance with the requirements/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.
- TSP has to arrange for construction power and water on its own.
- Space for storage of O&M spares shall be arranged by TSP on its own.
- 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^3 (if applicable).
- Shutdown for crossing of existing transmission lines of STU will be given to TSP free of cost. For any other transmission licensee, TSP has to coordinate with other transmission licensee during the execution stage.
- Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of the complete substation area including future switchyard area to prevent encroachment and unauthorized access. The minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL).
- All electrical equipment shall be installed above the Highest Flood Level (HFL) and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

B.5.0 EXTENSION OF EXISTING SUBSTATION

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

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Sl. No	Drawing Title	Drawing No./Details	Rev. No.
A	**220kV Kotar Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-1856	R-18
4.	Foundation Plan & Cable-Trenches	XII-N08-1855	R-18
5.	Plan and Elevation	XII-N08-1854	R-18
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
B	**132kV Rewa (Sagra) Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-1916	R9
4.	Foundation Plan & Cable-Trenches	XII-N08-1915	R9
5.	Plan and Elevation	XII-N08-1914	R9
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
C	**132kV Rewa Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-585(E/M)	Y
4.	Foundation Plan & Cable-Trenches	XII-N08-585	Y
5.	Plan and Elevation	XII-N08-579	Y
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
D	**132kV Satna-II Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-3022	R4
4.	Foundation Plan & Cable-Trenches	XII-N08-3021	R4
5.	Plan and Elevation	XII-N08-3020	R4
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	

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Sl. No	Drawing Title	Drawing No./Details	Rev. No.
8.	Substation Automation System (SAS)	-	
E	**132kV Rampur Baghelan Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-1608 E/M	R10
4.	Foundation Plan & Cable-Trenches	XII-N08-1608	R10
5.	Plan and Elevation	XII-N08-1607	R10
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
F	**132kV Unchera Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-3069	R2
4.	Foundation Plan & Cable-Trenches	XII-N08-3068	R2
5.	Plan and Elevation	XII-N08-3067	R2
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
G	**132kV Amarpatan Substation**		
1.	Single Line Diagram	Enclosed	
2.	General Arrangement	Enclosed	
3.	Earthmat Arrangement	XII-N08-1649e/m	K
4.	Foundation Plan & Cable-Trenches	XII-N08-1649	K
5.	Plan and Elevation	XII-N08-1648	K
6.	Visual Monitoring System	-	
7.	Bus Bar Protection	-	
8.	Substation Automation System (SAS)	-	
H	**PTEMPL Switchyard**		
1.	Single Line Diagram	GNB-MEL-ELE-001	R1
2.	Electrical Layout	GNB-MEL-ELE-003	R3
3.	DSLP Layout	GNB-MEL-ELE-014	R0
4.	Cable Trench Layout and Sections	GNB-MER-ELE-015	R1
5.	Mahan Line Gantry UTM coordinates	Enclosed	

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Sl. No	Drawing Title	Drawing No./Details	Rev. No.
6.	General Arrangement		
7.	Earthmat Layout & BOM	GNB-MER-ELE-017	R0
8.	Tower Structure Drawings	Enclosed	
9.	Visual Monitoring System	-	
10.	Bus Bar Protection	-	
11.	Substation Automation System (SAS)	-	

Sl. No.	Name of Substation	Proposed voltage class bay	Proposed bay No.	Availability of space	Whether Space capacity available in LT Transformer to provide supply required for bays	Availability of spare feeders in ACDB	Availability of Space for installation of ACDB	Availability of spare feeders in DCDB	Availability of Space for installation of DCDB	Need of additional battery bank for upcoming bays	Availability in Existing Bus bar protection	Need of Fire hydrant system
1.	Kotar 220	220 KV	10	Yes	Yes	No	No	Yes	-	No	Yes	Additional Fire Extinguisher shall be required for upcoming bays
			11	Yes		No	No	Yes	-	No	Yes	
2.	Rewa (Sagra) 132 kV	132 KV	A	Yes	Yes	No	No	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			B			No	No	No	Yes	No		
3	Rewa 132 kV	132 KV	A	Yes	Yes	No	No	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			B			No	No	No	Yes	No		
4	Amarpatan 132 kV	132 KV	7	No	Yes	Yes	-	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			5	Yes		Yes	-	No	Yes	No		
5	Satna-II 132 kV	132 KV	1	Yes	Yes	Yes	-	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			A	Yes		Yes	-	No	Yes	No		
6	Rampur Baghelan 132 kV	132 KV	7	Yes	Yes	No	Yes	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			8	Yes				No	Yes	No		
7	Unchehra 132 kV	132 KV	7	Yes	Yes	Yes	-	No	Yes	No	NA	Additional Fire Extinguisher shall be required for upcoming bays
			8	Yes		Yes	-	No	Yes	No		

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

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At Transmission Lines:

On the proposed transmission line OPGW containing 48 Fibers is to be installed by the TSP during the construction of line. The installation of OPGW shall be done from gantry to gantry and shall be terminated in a Joint Box to be provided by TSP at both the ends. OPGW shall be installed as per the scheme / arrangements followed by MPPTCL and compatible to the existing system at MPPTCL. The branching of OPGW fibers for LILO points or otherwise shall be as per prevailing practices in MPPTCL. Further, the protocols and security parameters to be follow for data transfer shall be as per the guidelines of MPSLDC/ MPPTCL.

At Substations:

TSP shall provide FODP and Approach Cable (48F) for each line which shall be connected with OPGW fibers to be installed on the proposed transmission lines. Further, FODP and approach cable shall also to be provided at all the sub stations for terminating OPGW fibers from lines. TSP (Transmission Service Provider) shall provide STM-16/STM-4 SDH equipment (as per available communication plan of MPPTCL as approved by MPPTCL) at all substations, along with necessary interfaces to meet the voice and data communication requirement and shall be integrated with wideband network of MPPTCL. TSP shall install required no. of Phasor Measurement Units (PMUs) at all 400kV and 220kV substation and specifically identified 132kV substations for all the 400kV, 220kV & 132 kV bays (line/feeders) and transformers of the substation and shall support latest IEEE C-37.118 protocols. These PMUs shall be integrated with the PDC (Phasor Data Concentrator) located at SLDC (State Load Dispatch Center). TSP shall install RTU/SAS with necessary interfaces which shall be integrated with SLDC SCADA and MPPTCL SCADA System on IEC 60870-5-101/104 protocol. The maintenance of all the communication equipment including FODP and approach cable, PMUs, RTU/SAS shall be the responsibility of TSP.

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SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

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

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

The communication services viz. SCADA, MPPTCL SCADA, VoIP, PMU, AGC and AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.

A. Laying of OPGW on 400kV, 220kV and 132kV lines:

(1) TSP shall have to install one OPGW containing 48 Fibers on all the lines to be constructed by TSP.

(2) Earth wire during the construction of line The installation of OPGW shall be done from gantry of one substation up to the gantry of second substation and shall be terminated in a Joint Box to be provided by TSP at both the ends. TSP shall provide FODP and Approach Cable (48F) at both ends which shall be connected with OPGW fibers to be installed on each line:

Sl. No.	Name of the Line / Transmission Element
1	PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line (Quad Moose)
2	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line
3	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector)
4	Rewa (Sagra) 400kV -Rewa 132kV DCDS line
5	Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad/ Twin Moose)
6	Amarpatan 400 kV -Amarpatan 132kV DCDS line (Interconnector)
7	Amarpatan 400kV -Satna -II 132kV DCDS line
8	Amarpatan 400kV -Rampur Baghelan 132kV DCDS line
9	Amarpatan 400kV -Unchehra 132kV DCDS line

With respect to treatment of OPGW fibres for LILO portion of EHV lines, following may be noted by the TSP:

- The LILO portion of the line to be constructed by the TSP shall have to be provided with double number of the fibres that of existing main line i.e. 96F for each LILO portion.

- For all TBCB related EHV substations, 3 pairs of fibres shall be allotted for Grid Management purpose and the balance shall be either direct (go through) or remain dark (for which decision shall be taken up by STU/MPPTCL in the future).

Details of OPGW on Existing line

Sr. No.	Name of the Line / Transmission Element	Type of OPGW on Existing Line
1.	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S / s	48F
2.	LILO of both circuit of Rewa220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/ s	24F
3.	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s	24F

B. Other SCADA and Communication Equipment:

i. TSP shall provide FODP (96F) and Approach Cable (48F) at all the proposed & existing substations under the present scope and repeater station (if any) which shall be connected with OPGW fibers to be installed on the 400 kV, 220 kV and 132 kV transmission lines.

ii. TSP shall provide STM-16 SDH equipment at all the proposed & existing substations under the present scope, and at repeater stations (if any), along with necessary interfaces to meet the voice and data communication requirement and shall be integrated with remote end wideband network of MPPTCL.

iii. In case of repeater requirement, TSP shall provide Repeater shelter along with DG set, provisioning for AC and DC supply and other associated systems.

iv. The integration of Communication equipment with centralized NMS of MPPTCL shall be responsibility of TSP. Configuration work in centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment in the Centralized NMS shall be ensured by TSP. The Substations (under present of work) FOTE equipment's are to be integrated with MPPTCL NMS, proposed to be commissioned.

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v. TSP shall install required no. of Phasor Measurement Units (PMUs) at each 400kV and 220kV substation and specifically identified 132kV substations for all the 400kV, 220kV & 132 kV bays (line/feeders) and transformers of the substation and shall support latest IEEE C-37.118 protocols. These PMUs shall be integrated with the PDC (Phasor Data Concentrator) located at SLDC (State Load Dispatch Center).

vi. TSP shall install RTU/SAS with necessary interfaces which shall be integrated with SLDC & MPPTCL SCADA System on IEC 60870-5-101/104 protocol.

vii. The maintenance of all the communication equipment including FODP and approach cable, PMUs, RTU/SAS & repeater stations shall be the responsibility of TSP.

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Next Generation Firewall (NGFW)

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

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

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

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

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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) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.
2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and UDP packets. It shall have the provision to define application control list based on application group and/or list.
3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching
4. Firewall shall have Management Console port to configure remotely.
5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.
7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.
9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.
10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.
11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.
12. Firewall shall have the capability to configure sufficient number of VLANs.

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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.

Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

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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.

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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.

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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?

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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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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(i)	Construction works of 400/220/132 kV Substation at Rewa (Sagra)	25.10.2026	60%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned simultaneously as their utilization is dependent on each other.
(ii)	PTEMPL (MEL) Switchyard-Rewa(Sagra) 400kV DCDS line (Quad Moose)			
(iii)	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S / s			
(iv)	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line			
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector)			
(vi)	Rewa (Sagra) 400kV - Rewa 132kV DCDS line			
(vii)	LILO of both circuit of Rewa220 - Mangawan 132kV line at Rewa (Sagra) 400 kV S/ s			
2 (i)	Construction works of 400/220/132 kV Substation at Amarpatan	25.04.2027	40%	Elements (S. No. 1(i) to (vii) of scheme are

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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
(ii)	Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad/ Twin Moose)			required to be commissioned before as utilization of element under S. No. 2(i) to (vii) are dependent on above
(iii)	LILO of both circuit of Maihar -Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s			
(iv)	Amarpatan 400 kV - Amarpatan 132kV DCDS line (Interconnector)			
(v)	Amarpatan 400kV - Satna -II 132kV DCDS line			
(vi)	Amarpatan 400kV - Rampur Baghelan 132kV DCDS line			
(vii)	Amarpatan 400kV - Unchehra 132kV DCDS 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 the Project is: 25.04.2027

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Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1: **Site Regulations and Safety:**

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Long Term Transmission Customer and the STU for the purpose of monitoring of the Project.

2: **Emergency Work:**

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any entity , other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3: **Site Clearance:**

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4: **Watching and Lighting:**

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The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

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Schedule: 4

Computation of Transmission Charges

1.1 General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per provisions of this Agreement.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	140 X 25% X ((28+31)/365)	5.65		--	0.00
1-Apr-18 to 30-Nov-18	140 X 25% X (244/365)	23.39		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

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Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

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Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Sept-18	--	0.00		--	0.00
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

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%

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Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

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Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

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Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: Rs. 140 Million

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1		Transmission Charges for Element 2
1-July-19 to 31-Mar-20	140 X 100% X (274/365)	105.09
2	140 X 100% X 1	140
3	140 X 100% X 1	140
4	140 X 100% X 1	140
5	140 X 100% X 1	140
.....		
.....		
36 (1-Apr to 30-Jun)	140 X 100% X (91/365)	34.91

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:

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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

a. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

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 RLDC/ 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.

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1.3 RLDC/ SLDC Fee & Charges

The payment of RLDC/ SLDC fee & charges, in accordance with relevant regulations of Central Commission/ State Commission, shall be the responsibility of the TSP.

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Schedule: 5

Quoted Transmission Charges

[Quoted Transmission Charges from Annexure - 21 of the RFP of the Selected Bidder to be inserted here]

[To be incorporated from the Bid of the Selected Bidder submitted during the e-reverse auction after its selection]

Quoted Transmission Charges: Rs. 3628.72 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(i)	Construction works of 400/220/132 kV Substation at Rewa (Sagra)	60%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned simultaneously as their utilization is dependent on each other.
(ii)	PTEMPL (MEL) Switchyard - Rewa(Sagra) 400kV DCDS line (Quad Moose)		
(iii)	LILO of both circuit of Rewa - Sirmour/Bansagar-I 220k V line at Rewa (Sagra) 400 kV S / s		
(iv)	Rewa (Sagra) 400kV - Kotar 220 kV DCDS Line		
(v)	Rewa (Sagra) 400kV - Rewa (Sagra) 132kV DCDS line (Interconnector)		
(vi)	Rewa (Sagra) 400kV - Rewa 132kV DCDS line		
(vii)	LILO of both circuit of Rewa 220 - Mangawan 132kV line at Rewa		

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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
	(Sagra) 400 kV S/ s		
2 (i)	Construction works of 400/220/132 kV Substation at Amarpatan	40%	Elements (S. No. 1(i) to (vii) of scheme are required to be commissioned before as utilization of element under S. No. 2(i) to (vii) are dependent on above
(ii)	Rewa (Sagra) - Amarpatan 400kV DCDS line (Quad/ Twin Moose)		
(iii)	LILO of both circuit of Maihar - Satna (PGCIL) 220kV line at Amarpatan 400kV S/ s		
(iv)	Amarpatan 400 kV - Amarpatan 132kV DCDS line (Interconnector)		
(v)	Amarpatan 400kV - Satna - II 132kV DCDS line		
(vi)	Arnarpatan 400kV - Rampur Baghelan 132kV DCDS line		
(vii)	Amarpatan 400kV - Unchehra 132kV DCDS line		

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Appendix-II

Procedure for Calculation of Transmission System Availability Factor for a Month

1. Transmission system availability factor for n^{th} calendar month ("TAFPn") shall be calculated by the respective transmission licensee, got verified by the concerned Regional Load Dispatch Centre (RLDC) and certified by the Member-Secretary, Regional Power Committee (RPC) of the region concerned, separately for each AC transmission system and grouped according to sharing of transmission charges. In case of AC system, transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system.

2. Transmission system availability factor for n^{th} calendar month ("TAFPn") shall be calculated by consider following

i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element;

ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformers together) shall form one element;

iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element;

iv) Bus Reactors or Switchable line reactors: Each Bus Reactors or Switchable line reactors shall be considered as one element;

v) HVDC Bi-pole links: Each pole of 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;

vii) Static Synchronous Compensation ("STATCOM"): Each STATCOM shall be considered as separate element.

3. The availability of AC and HVDC portion of Transmission system shall be calculated by considering each category of transmission elements as under

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TAFMn (in %) for AC system:

$$= \frac{o \times AVo) - (p \times AVp) - (q \times AVq) - (r \times AVr) - (u \times AVu)}{(o - p - q - r - u)} \times 100$$

Where

o	=	Total number of AC lines
AVo	=	Availability of o number of AC lines
p	=	Total number of bus reactors/switchable line reactors
AVp	=	Availability of p number of bus reactors/switchable line reactors
q	=	Total number of ICTs
AVq	=	Availability of q number of ICTs
r	=	Total number of SVCs
AVr	=	Availability of r number of SVCs
u	=	Total number of STATCOM
AVu	=	Availability of u number of STATCOMs

TAFMn (in %) for HVDC System:

$$= \frac{\sum_{x=1}^{S} Cxbp(act) \times AVxbp - \sum_{y=1}^{T} Cy(act)btb \times AVybtb}{\sum_{x=1}^{S} Cxbp + \sum_{y=1}^{T} Cybtb} \times 100$$

Where

Cxbp(act)	=	Total actual operated capacity of xth HVDC pole
Cxbp	=	Total rated capacity of xth HVDC pole
AVxbp	=	Availability of xth HVDC pole
Cybtb(act)	=	Total actual operated capacity of yth HVDC back-to-back station Block
AVybtb	=	Availability of yth HVDC back-to-back station block
S	=	Total no of HVDC poles
T	=	Total no of HVDC Back to Back blocks

4. The availability for each category of transmission elements shall be calculated based on the weightage factor, total hours under consideration and non-available hours for each element of that category.

   The formulae for calculation of Availability of each category of the transmission elements are as per Appendix-III. The weightage factor for each category of transmission elements shall be considered asunder:

   i) For each circuit of AC line – Number of sub-conductors in the line multiplied by ckt-km;

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ii) For each HVDC pole- The rated MW capacity x ckt-km

iii) For each ICT bank – The rated MVA capacity

iv) For SVC- The rated MVAR capacity (inductive and capacitive)

v) For Bus Reactor switchable line reactors – The rated MVAR capacity

vi) For HVDC back-to-back station connecting two Regional grids- Rated MW capacity of each block; and

vii) For STATCOM – Total rated MVAR Capacity

5 The transmission elements under outage due to following reasons shall be deemed to be available

i. Shut down availed for maintenance of another transmission scheme or construction of new element or renovation / upgradation / additional capitalization in existing system approved by the Commission. If the other transmission scheme belongs to the transmission licensee, the concerned RLDC / SLDC may restrict the deemed availability period to that considered reasonable by it for the work involved. In case of dispute regarding deemed availability, the matter may be referred to appropriate Authority within 30 days.

ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of concerned RLDC / SLDC

6. For the following contingencies, outage period of transmission elements, as certified by the concerned RLDC / SLDC , shall be excluded from the total time of the element under period of consideration for the following contingencies:

i) Outage of elements due to acts of God and force majeure events beyond the control of the transmission licensee. However, whether the same outage is due to force majeure (not design failure) will be verified by the concerned RLDC / SLDC . A reasonable restoration time for the element shall be considered by concerned RLDC / SLDC 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. RLDC / SLDC may consult the transmission licensee or any expert for estimation of reasonable restoration time. Circuits restored through ERS (Emergency Restoration System) shall be considered as available;

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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 / SLDC 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 / SLDC direction for restoration.

Provided that in case of any disagreement with the transmission licensee regarding reason for outage, same may be referred to appropriate authority within 30 days. The above need to be resolved within two months.

Provided further that where there is a difficulty or delay beyond sixty days, from the incidence in finalizing the recommendation, the concerned RLDC / SLDC shall allow the outage hours on provisional basis till the final view.

7. Time frame for certification of transmission system availability: (1) Following schedule shall be followed for certification of availability by concerned RLDC / SLDC:

- Submission of outage data by Transmission Licensees to RLDC / constituents – By 5th of the following month;
- Review of the outage data by SLDC / constituents and forward the same to respective RLDC – by 20th of the month;
- Issue of availability certificate by respective RLDC – by 3rd of the next month.

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Appendix-III

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

For AC transmission system

AVo(Availability of o no. of AC lines) = $\frac{\sum_{i=1}^{o} Wi(Ti - TNAi)/Ti}{\sum_{i=1}^{o} Wi}$

AVq(Availability of q no. of ICTs) = $\frac{\sum_{k=1}^{q} Wk(Tk - TNAk)/Tk}{\sum_{k=1}^{q} Wk}$

AVr(Availability of r no. of SVCs) = $\frac{\sum_{i=1}^{r} Wi(Ti - TNAi)/Ti}{\sum_{i=1}^{r} Wi}$

AVp(Availability of p no. of Switched Bus reactors) = $\frac{\sum_{m=1}^{p} Wm(Tm - TNAm)/Tm}{\sum_{m=1}^{p} Wm}$

AVu(Availability of u no. of STATCOMs) = $\frac{\sum_{n=1}^{u} Wn(Tn - TNAn)/Tn}{\sum_{n=1}^{u} Wn}$

AV_{vbp}(Availability of an individual HVDC pole) = $\frac{(Tx - TNAx)}{Tx}$

AV_{vbb} (Availability of an individual HVDC Back-to-back Blocks) = $\frac{(Ty - TNAy)}{Ty}$

For HVDC transmission system

For the new HVDC commissioned but not completed twelve months:

For first 12 months: [(AV_{vbp} or AV_{vbb})x95% 85%] subject to ceiling of 95%

Where,

o	=	Total number of AC lines;
AVo	=	Availability of o number of AC lines,
p	=	Total number of bus reactors switchable line reactors;
AVp	=	Availability of p number of bus reactors switchable line reactors,
q	=	Total number of ICTs,
AVq	=	Availability of q number of ICTs;
r	=	Total number of SVCs,
AVr	=	Availability of r number of SVCs,
AVu	=	Availability of u number of STATCOMs,

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Wi	=	Weightage factor for *i*th transmission line;
Wk	=	Weightage factor for *k*th ICT;
Wl	=	Weightage factors for inductive & capacitive operation of *l*th SVC.
Wm	=	Weightage factor for mth bus reactor;
Wn	=	Weightage factor for nth STATCOM.

Ti, , Tk, Tl Tm Tn, Tx, Ty -The total hours of ith AC line, kth ICT, lth SVC, *m*th Switched Bus & nth STATCOM. xth HVDC pole, yth HVDC back-to-back blocks during the period under consideration (excluding time period for outages not attributable to transmission licensee for reasons given in Para 5 of the procedure)

TNAi , TNAk TNAl , TNAm, TNAn , TNAx, TNAy - The non-availability hours (excluding the time period for outages not TNAi, TNAm, attributable to transmission licensee taken as deemed availability as for ith AC line, *k*th ICT, lth SVC , *m*th Switched Bus Reactor nth STATCOM xth HVDC pole and yth HVDC back-to-back block

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Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder attached herewith

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 Long Term Transmission Customer 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 Long Term Transmission Customer) at .....[Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from the Long Term Transmission Customer 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 Long Term Transmission Customer, 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 Long Term Transmission Customer), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Long Term Transmission Customer.

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The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Selected Bidder], ... [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer 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 Long Term Transmission Customer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer to any entity to whom the Long Term Transmission Customer is entitled to assign its rights and obligations under the Transmission Service Agreement.

The Guarantor Bank hereby agrees and acknowledges that Long Term Transmission Customer 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

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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 Long Term Transmission Customer 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

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Schedule: 9

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$

Where,

ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the CERC, applicable on the Bid Deadline

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.

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Schedule:10

List of Long Term Transmission Customer

Note: As referred in the recital of this Agreement and in the definition of "Long Term Transmission Customer" in this Agreement

Sl. No.	Name of the Long Term Transmission Customer (for whom 1320 MW power is being procured)	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in MW)
1.	M.P. Power Management Company Limited (MPPMCL) on behalf of: i. MP Poorv Kshetra Vidyut Vitran Company Limited, Jabalpur ii. MP Madhya Kshetra Vidyut Vitran Company Limited, Bhopal iii. MP Paschim Kshetra Vidyut Vitran Company Limited, Indore	Shakti Bhavan, MPSEB Colony, Rampur, Jabalpur, Madhya Pradesh 482008	Companies Act, 2013	100%

Note: The above list of Long Term Transmission Customer subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the Agreement.

The new Long Term Transmission Customer shall become a party to the TSA after agreeing to the terms and conditions of this Agreement and signing a Supplemental Agreement as annexed in Schedule 11 to this Agreement.

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Schedule: 11

SUPPLEMENTARY AGREEMENT

BETWEEN

…… [Insert name of the TSP]

AND

…… [Insert name of the new Long Term Transmission Customer 1],

…… [Insert name of the new Long Term Transmission Customer 2],

…… [Insert name of the new Long Term Transmission Customer n]

THIS SUPPLEMENTARY AGREEMENT entered into on ..... [Insert date] …… [Insert day] of ……[Insert month] in …… [Insert year] by and between, …… [Insert name of the Transmission Service Provider] incorporated under the Companies Act, 1956, having its registered office at …… (here in after referred to as Transmission Service Provider or "TSP", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the first part,

AND

…… [Insert name of the new Long Term Transmission Customer '1'] having its registered office at…… [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the second part,

…… [Insert name of the new Long Term Transmission Customer '2'] having its registered office at…… [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the third part,

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..... [Insert name of the new Long Term Transmission Customer 'n'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the nth part.

WHEREAS:

A. The TSP has executed the TSA with the existing Long Term Transmission Customer as listed out in Schedule 10 of the TSA.

B. The existing Long Term Transmission Customer as listed out in Schedule 10 of the TSA have executed the TSA with the TSP.

C. The TSP has agreed to provide the Transmission Service to the existing Long Term Transmission Customer as per the terms and conditions of the TSA.

D. The Allocated Project Capacity of the existing Long Term Transmission Customer as on this date.....[Insert date] is as detailed below:

Table : 1

Sl. No.	Name of the existing Long Term Transmission Customer	Allocated Project Capacity (in MW)
1		
2		
.		
.		

E. The existing Long Term Transmission Customer have agreed, on the terms and subject to the conditions of the TSA, to use the available transmission capacity of the Project and pay TSP the Transmission Charges as determined in accordance with the terms of the TSA.

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

1) The new Long Term Transmission Customer and their Allocated Project Capacity as on this date.... [Insert date] are as detailed below:

Table 2:

Sl. No.	Name of the new Long Term Transmission Customer	Allocated Project Capacity (in MW)
1		
2		
3		
.		

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New Delhi 110003

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.		

2) The new Long Term Transmission Customer have been granted long term open access from the CTU/STU, as the case may be, and are beneficiaries to the Project.

3) The new Long Term Transmission Customer agree to the terms and conditions laid down in the TSA to use the Project and pay the TSP the Transmission Charges as determined in accordance with the terms of the TSA and the provisions of this Supplementary Agreement.

4) The TSP agrees to provide the Transmission Service to the new Long Term Transmission Customer as per the terms and conditions of the TSA.

5) All terms and conditions of the TSA between the TSP and the existing Long Term Transmission Customer (as listed out in Table 1 of this Supplementary Agreement) shall apply, mutatis mutandis without any change, to the new Long Term Transmission Customer (as listed out in Table 2 of this Supplementary Agreement)

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives

WITNESS:

Table 3:
WITNESS

1. Signature: Name: .... Designation:	For and on behalf of ..... [Insert name of the TSP]
2. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the new Long Term Transmission Customer 1]
3. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the new Long Term Transmission Customer 1]
. n. Signature: Name: ..... Designation:	; For and on behalf of ..... [Insert name of the new Long Term Transmission Customer n]

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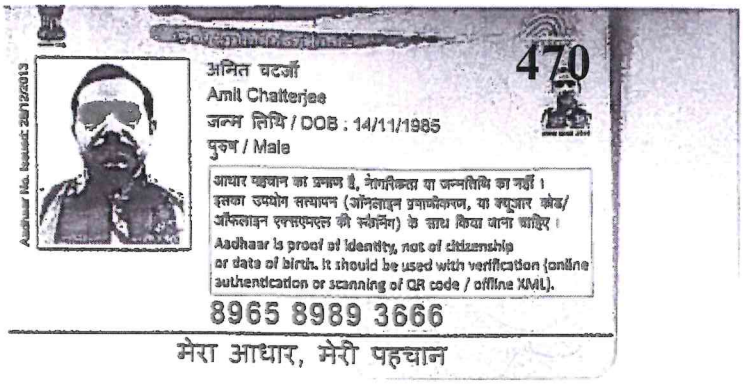
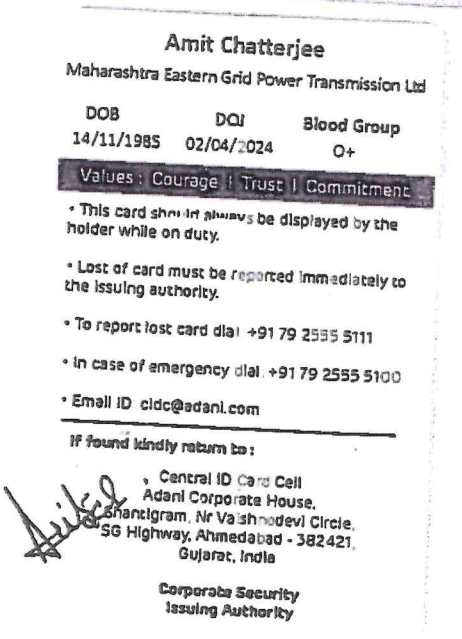
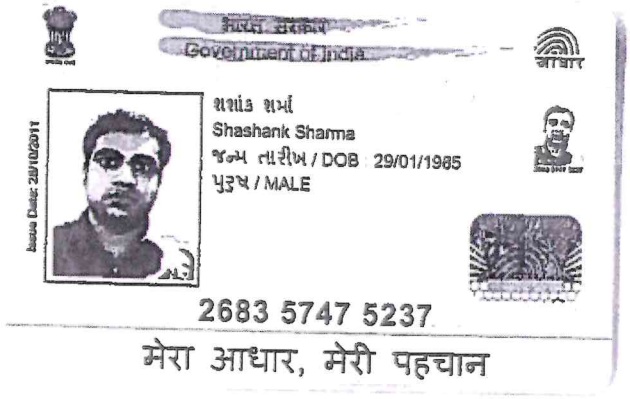
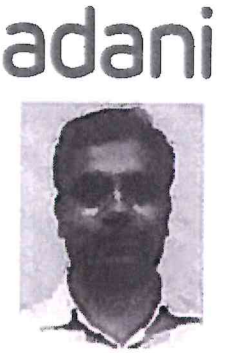


Amit Chatterjee

30123925




Government of India
शशांक शर्मा
Shashank Sharma
जन्म तारीख / DOB 29/01/1985
पुरुष / MALE
Issue Date: 20/10/2011
2683 5747 5237
मेरा आधार, मेरी पहचान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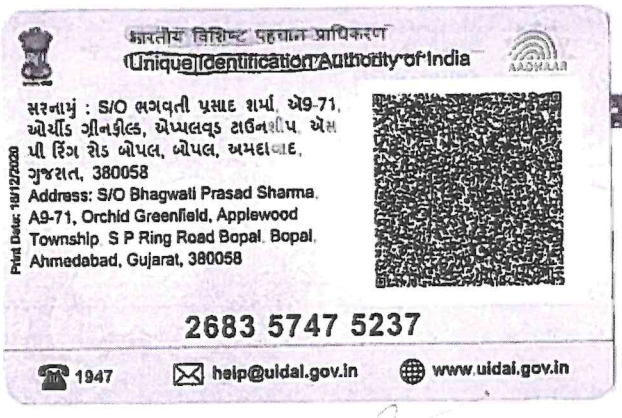
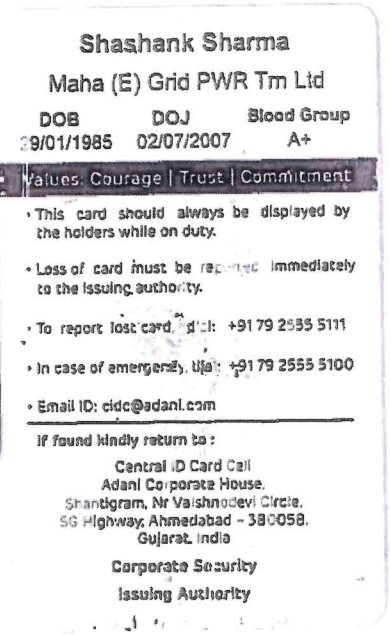
Shashank Sharma
10002401
Growth with Goodness


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India
सरनामुं : S/O ભગવતી પ્રસાદ શર્મા, એ9-71, ઓર્ચીડ ગ્રીનફીલ્ડ, એપ્પલવૂડ ટાઉનશીપ, એસ પી રિંગ રોડ બોપલ, બોપલ, અમદાવાદ, ગુજરાત, 380058
Address: S/O Bhagwati Prasad Sharma, A9-71, Orchid Greenfield, Applewood Township, S P Ring Road Bopal, Bopal, Ahmedabad, Gujarat, 380058
Print Date: 19/12/2020
2683 5747 5237
1947
help@uidai.gov.in
www.uidai.gov.in


Shashank Sharma
Maha (E) Grid PWR Tm Ltd
DOB 29/01/1985
DOJ 02/07/2007
Blood Group A+
Values: Courage | Trust | Commitment
• This card should always be displayed by the holders while on duty.
• Loss of card must be reported immediately to the issuing authority.
• To report lost card, dial: +91 79 2555 5111
• In case of emergency, dial: +91 79 2555 5100
• Email ID: cidc@adani.com
If found kindly return to :
Central ID Card Cell
Adani Corporate House,
Shantigram, Nr Vaishnodevi Circle,
SG Highway, Ahmedabad - 380058,
Gujarat, India
Corporate Security
Issuing Authority

Mahan Transmission Limited

Annexure A13

Pro-Forma of Application for grant of Licence

BEFORE THE MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BHOPAL

Application No._____

Case No._____

(To be filled by Commission's office)

IN THE MATTER OF:

Grant of Licence for transmission/distribution of electricity under section 14 of Electricity Act, 2003 to: -

1. (Full Name): Mahan Transmission Limited
2. (Full Address): C-105 Anand Niketan New Delhi South Delhi DL 110021 IN
3. Names and addresses of directors with shareholding/financial stake:

Sr. No.	Name, Adress & PAN of Directors	Designation	Date of Appointment	DIN	Shareholding
1.	Mr. Nand Kishore Soni 13 Chippo Ka Mayla Bas Pali, Rajasthan, Pali City 306401 BOHPS2394D	Director	26.03.2025	10053907	None
2.	Mr. Nitin Kumar Ranchhodbhai Patel	Director	26.03.2025	10045885	None

Mahan Transmission Limited

	25, Royal-2, Bunglows, Opp. Sidhdharth Residency, New Vavol, Gandhinagar, Gujarat – 382016 AKSPP4319H				
3.	Mr. Ravindra Atale A-2004 NL Aryavrata NL Complex, Anand Nagar Dahisar (East) Mumbai 400068 AHHPA0916D	Director	26.03.2025	10864546	None

4. Details of licence applied for:

Type of licence (Transmission/Distribution) applied for -

Applied for Transmission License for Mahn Transmission Limited as developer of '**Development of Intra-State Transmission System for Evacuation of 1230 MW Power (MPPMCL portion) through STU Network from Proposed 2X800 MW Thermal Power Project of M/s Mahan Energen Ltd. (MEL)**' awarded by Bid Process Coordinator who tendered the project on competitive bidding basis.

5. Location of the proposed area of operation:

   Districts – Singrouli, Sidhi, Rewa, Maihar, Satna, Mauganj

6. A description of the proposed area of operation:

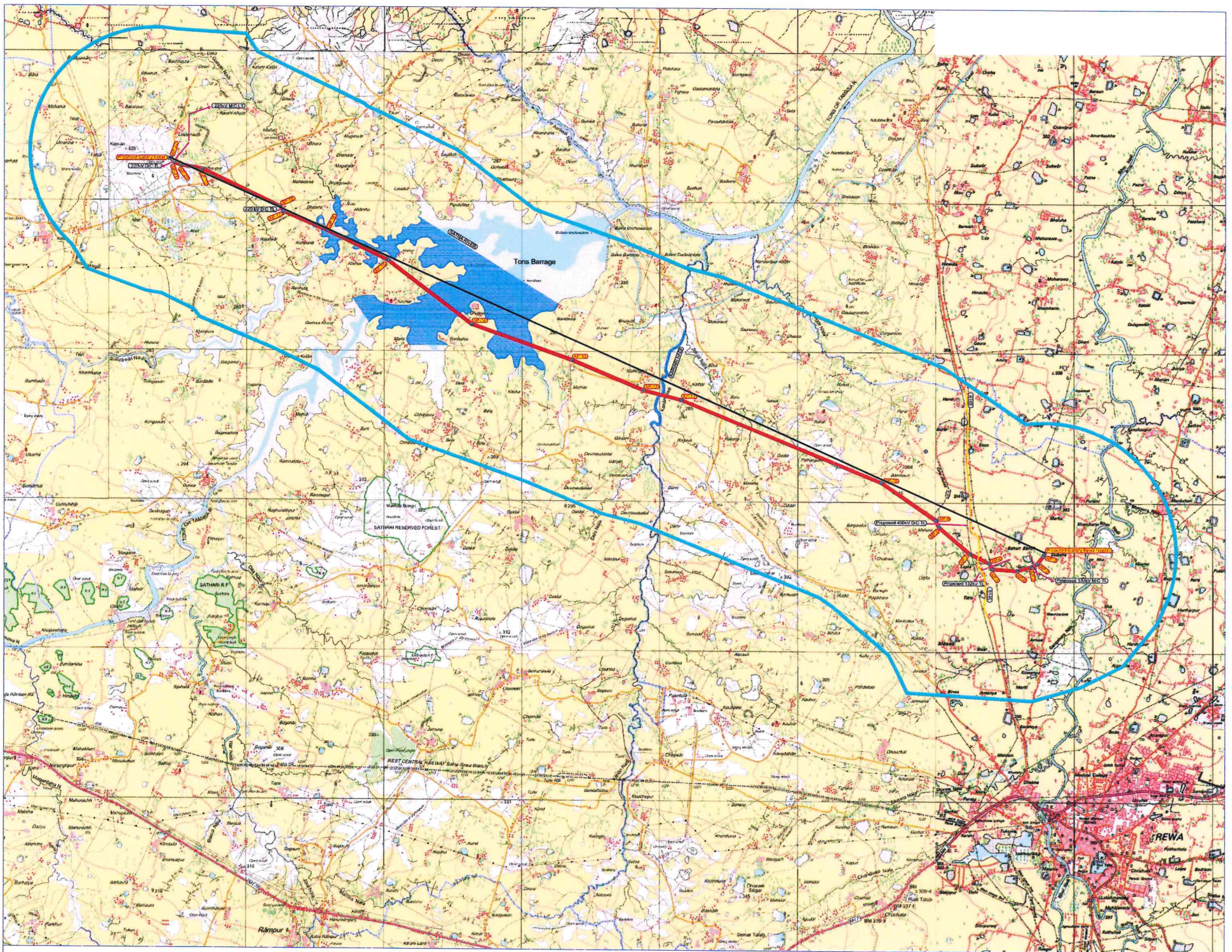
   The transmission works under Mahan Transmission Ltd are spread in the area of Central Discom, East Discom and West Discom.

   These works cover the construction of 2 Nos. 400/220/132kV S/s.

   The abstract of transmission works covered under Mahan Transmission Ltd is as under:

   - **400/220/132kV S/s – 1 Nos.** (Rewa) and associated lines (Singrouli, Sidhi, Rewa, Mauganj)
   - **400/220/132kV S/s – 1 Nos.** (Maihar) and associated lines (Rewa, Maihar, Satna)

Annexure A14



LEGEND

	ROUTE-1 (PROPOSED ROUTE)
	BEE LINE
	BUFFER LINE

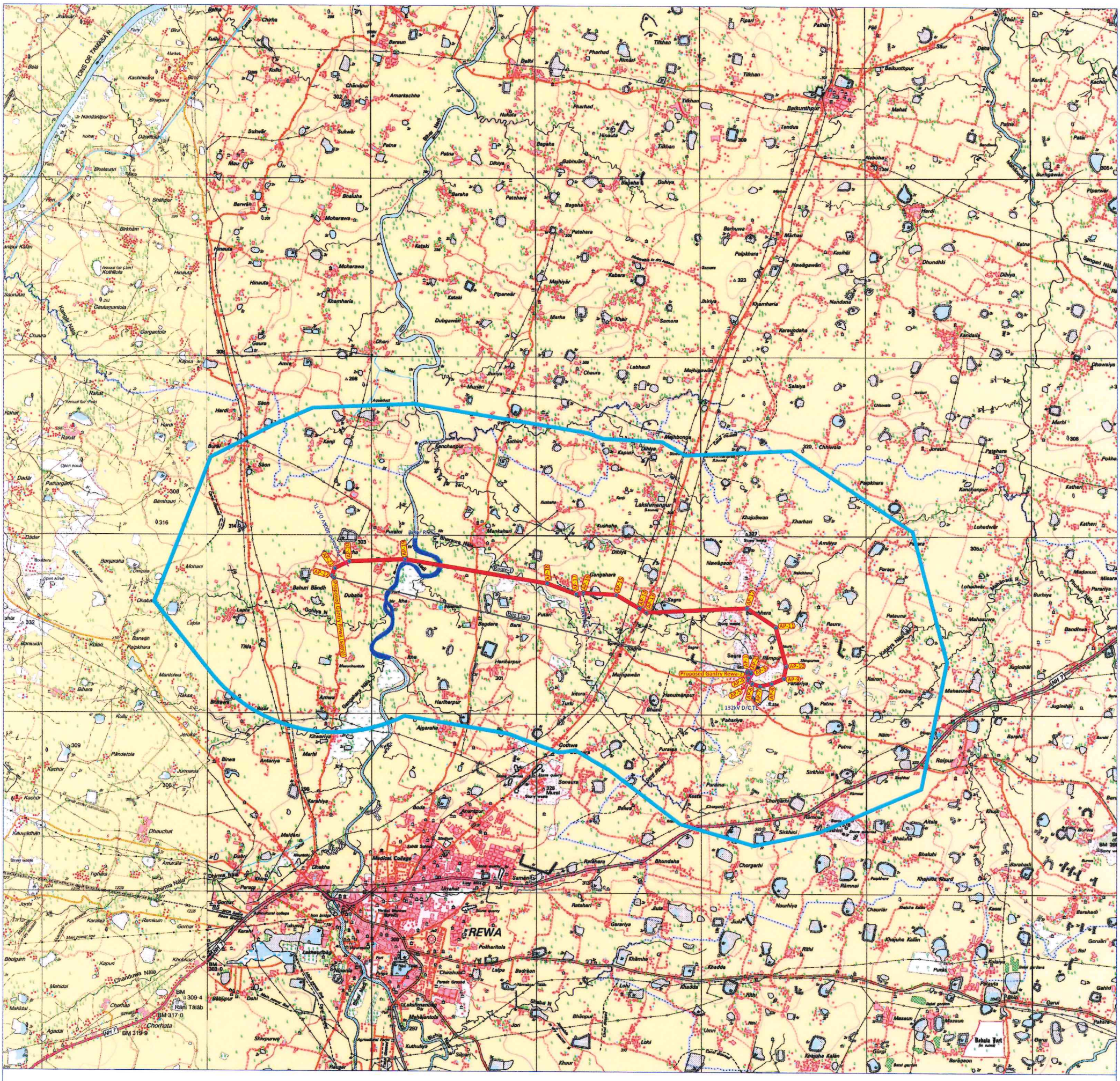
ROUTE NO	LENGTH (Km.)
ROUTE-1 (PROPOSED ROUTE)	30.311
BEE LINE	29.366

63D/13	63H/1	
63D/14	63H/2	63H/6

Project:	Rewa (Sagra) 400kV - Kotar 220kV DC Line
Checked by:-	
Approved by:-	
Submitted by:-	
Scale :-	1:50,000

N

Wahan Transmission Limited



LEGEND

———	ROUTE-1 (PROPOSED ROUTE)
———	BEE LINE
———	BUFFER LINE

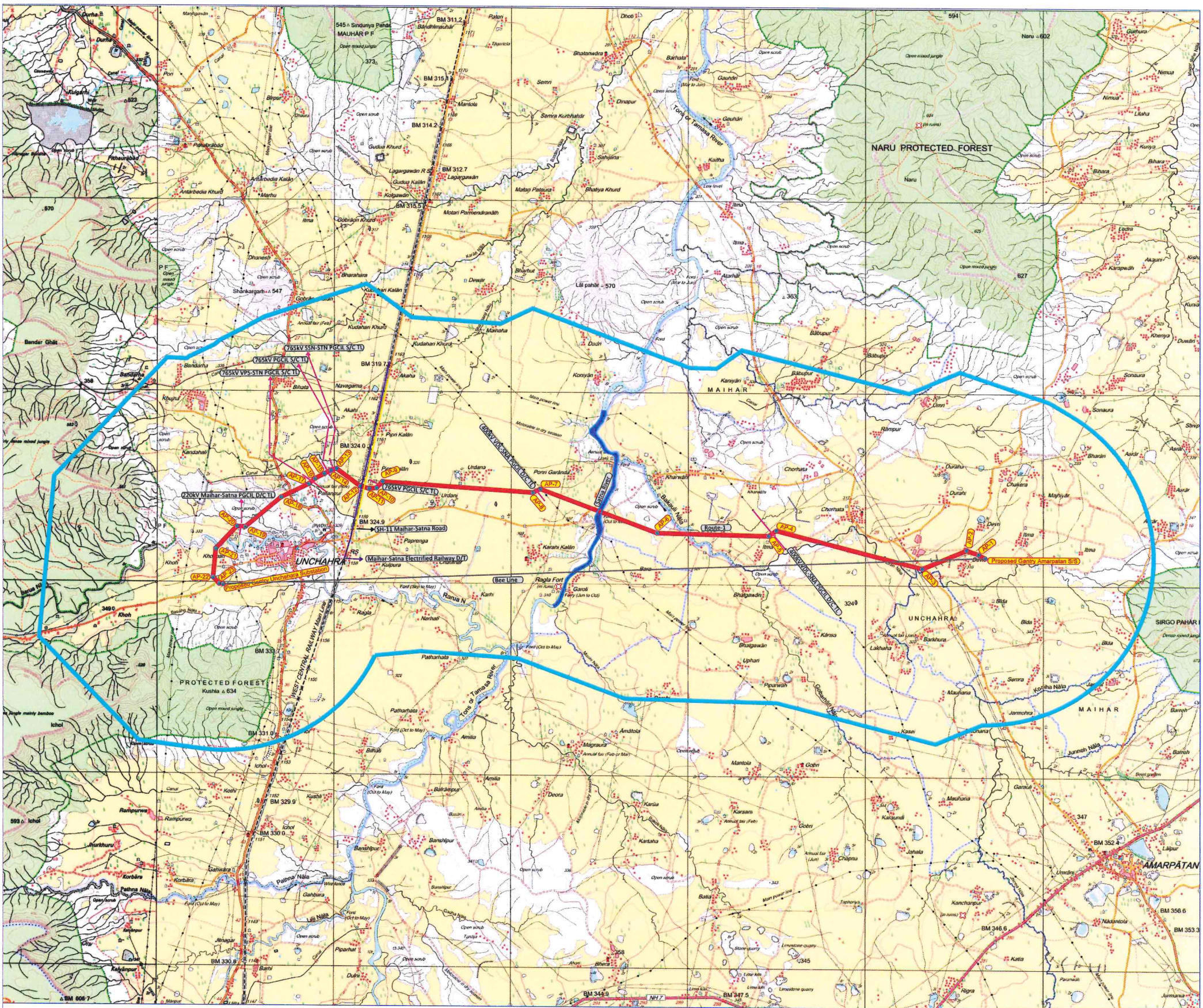
ROUTE NO	LENGTH (Km.)
ROUTE-1 (PROPOSED ROUTE)	14.695
BEE LINE	10.854

63H/2	63H/6

Project:	Rewa (Sagra) 400kV Rewa (Sagra) 132kV DCDS line (Interconnector)
Checked by:-	
Approved by:-	
Submitted by:-	
Scale :-	1:50,000

N

Mahan Transmission Limited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765kV PGCIL S/C TL
765kV VPS-STN PGCIL S/C TL
220kV Malhar-Satna PGCIL D/C TL
765kV PGCIL S/C TL
765kV D/C SSN-VPS PGCIL D/C TL
765kV D/C SSN-VPS PGCIL D/C TL
Route-1
Bee Line
Proposed Gantry Unchahara Substation
Proposed Gantry Amarpatan S/S
SH-11 Malhar-Satna Road
Malhar-Satna Electrified Railway D/T
NARU PROTECTED FOREST
PROTECTED FOREST
Kushia △ 634
UNCHAHRA
MAIHAR
AMARPATAN
Tons or Tamasa River
WEST CENTRAL RAILWAY Main Line
Sona River
Bakaulil Nala
Lal pahar - 570
Naru △602
Durha
Pithaurabad
Bandar Ghat
Ichol
Khoh
Rampurwa
Jhurkhuru
Korbara
Pathna Nala
Gahbura
Lili Nala
Jitnagar
Kalyanpur
Bahi
Rarua N
Ragla
Ragla Fort
Garoli
Patharhata
Amilia
Bilhati
Baranpur
Banshipur
Kotni
Kushli
Deora
Karua
Karsara
Kartaha
Batia
Chapna
Jahala
Mantola
Gobri
Magraura
Amatola
Uphari
Piparwah
Gahanwar Nala
Bhatgawan
Kansa
Lakhaha
Bankhura
Mauhana
Jarmchra
Kasai
Junnah Nala
Garauli
Karaundi
Senra
Koriha Nala
Bida
Bikta
Bairoh
Khenya
Duwari
Sonaura
Asrar
Bharan
Durahi
Chakera
Majhyar
Chorhata
Omni
Rampur
Kanchanpur
Nadantola
Katia
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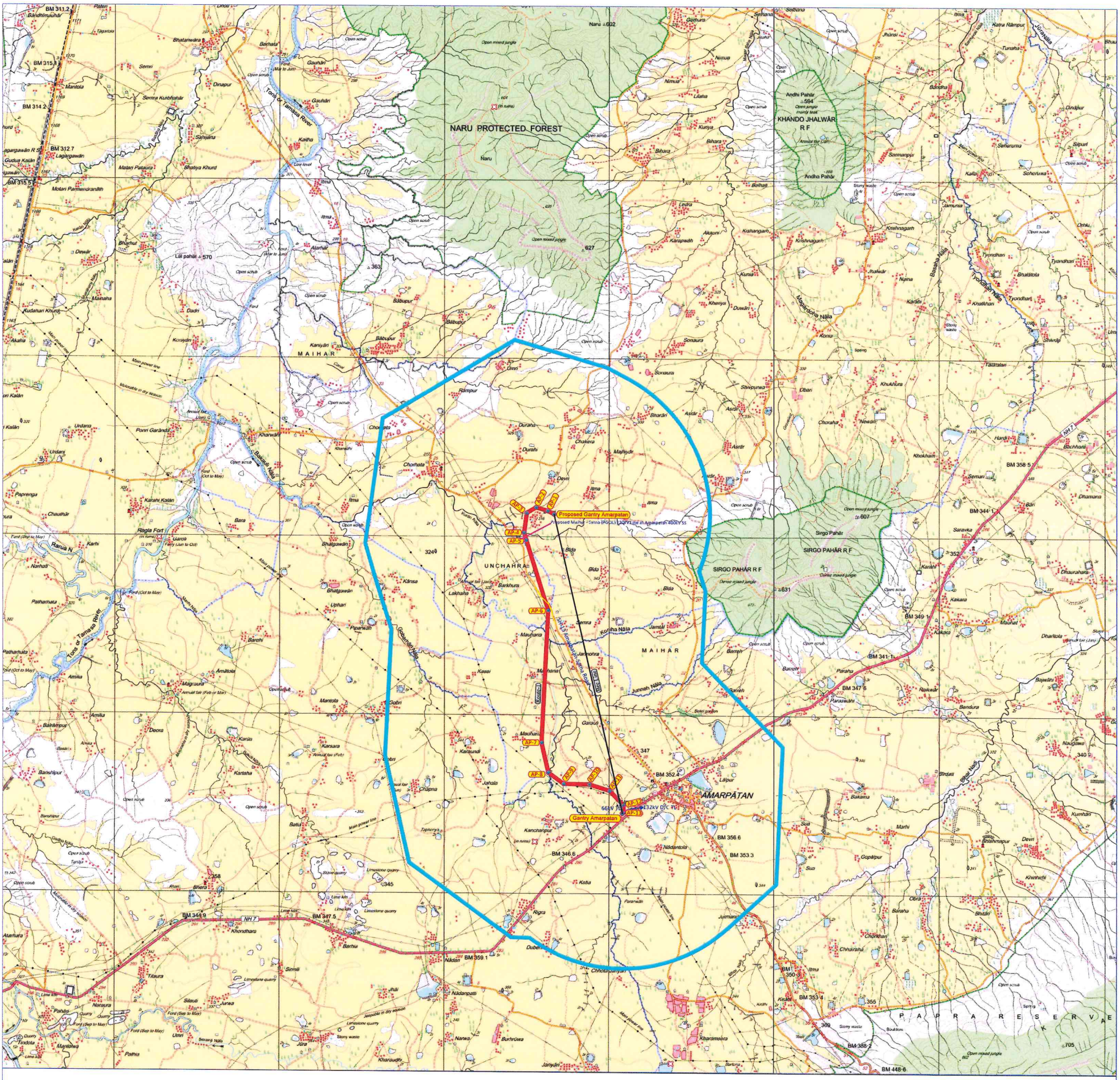
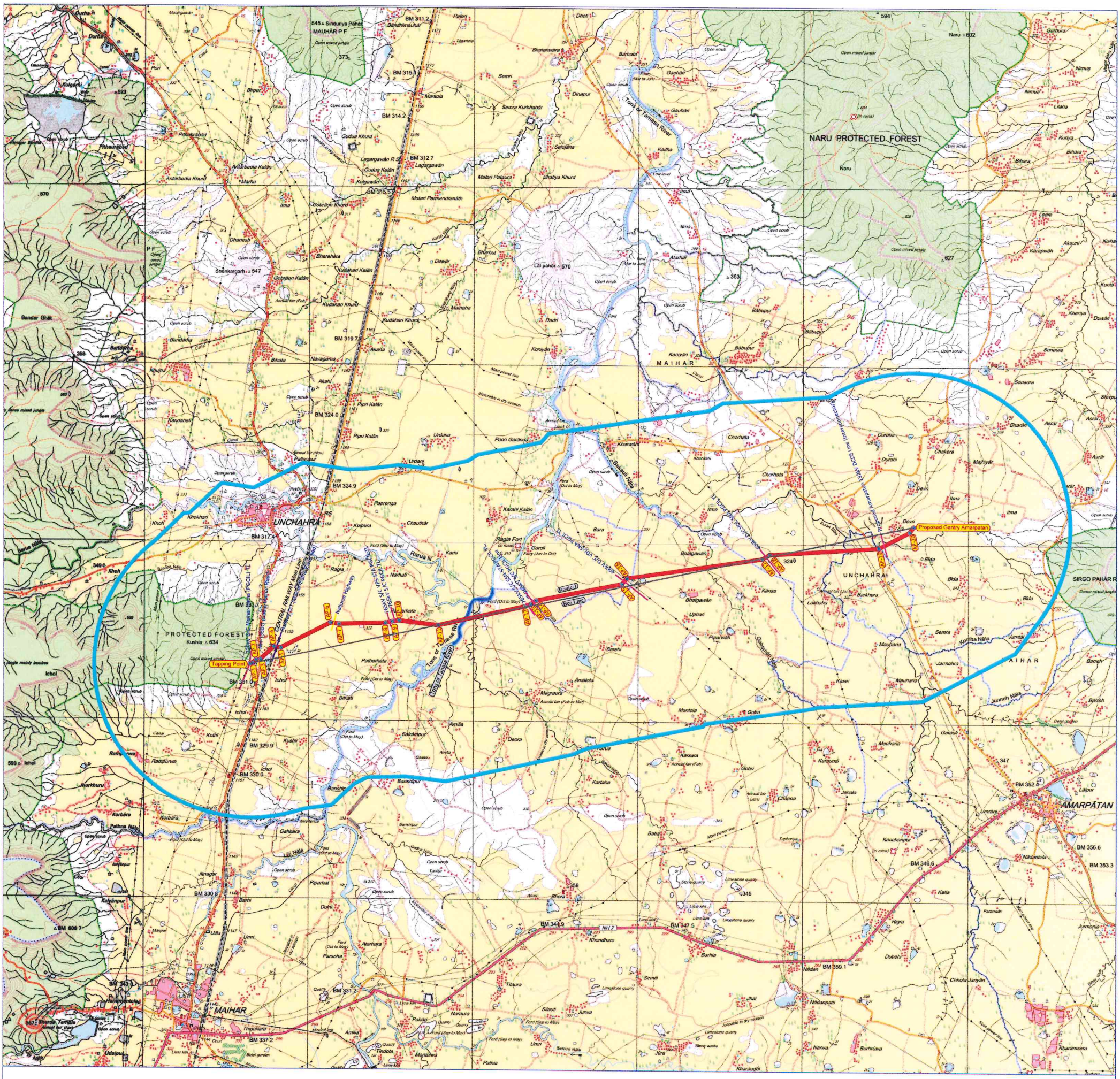
Barhata
Gauhari
Dinapur
Semri
Semra Kurbhahar
Sahjana
Kaitha
Bhatanwara
Dhob
Paloni
Bandhimauhar
Manlola
Gudua Khurd
Gudua Kalan
Kolgawan
Lagargawan
Antarbedia Khurd
Antarbedia Kalan
Marhu
Pithaurabad
Pori
Birpur
Kulgachi
Motari Parmendranath
Gobrahin Khurd
Dhansesh
Bharahara
Kudahari Kalan
Kudahari Khurd
Shankargarh △547
Bandarha
Navagama
Akaha
Khuha
Kandahali
Pipri Kalan
Urdana
Ponri Garanda
Paprenga
Karahi Kalan
Kulpura
Chamar
Khoh
Patharhata
Ichol
Kothi
Banshipur
Gahbura
Jitnagar
Piparhat
Dulmi
Bahi
Kalyanpur
Bhera
Ahori
Batia
Taphoriya
Kanhsa
Uphari
Bhatgawan
Bida
Bankhura
Lakhaha
Senra
Mauhana
Jarmchra
Kasai
Junnah Nala
Garauli
Karaundi
Jahala
Chapna
Gobri
Mantola
Amatola
Magraura
Deora
Karua
Karsara
Kartaha
Batia
Taphoriya


NARU PROTECTED FOREST
KHANDO JHALWAR R F
SIRGO PAHAR R F
MAIHAR
UNCHHRAN
AMARPATAN
Proposed Gantry Amarpatan
Gantry Amarpatan
AP-1
AP-2
AP-3
AP-4
AP-5
AP-6
AP-7
AP-8
AP-9
AP-10
AP-11
AP-12
AP-13
Naru △602
Andhi Pahar △594
Andha Pahar
Lal pahar △570
Sirgo Pahar △631
PAPPARESERVAE
NH 7
Tons or Tamasa River
Ranua N
Bakauli Nala
Bhatgawan
Gauhari
Dinapur
Mantola
Semra Kunbhahar
Sahjaina
Bhatiya Khurd
Motari Parmendranath
Dewar
Bharhut
Manaha
Kudahari Khurd
Dadri
Konwan
Karniyan
Bhatanwara
Berhata
Semri
Gauhari
Kaitha
Itma
Atarhar
Babupur
Umri
Rampur
Durahi
Chorhata
Devri
Bida
Barkhura
Lakhaha
Uphari
Piparwah
Barehi
Amila
Maigraura
Amatola
Mantola
Gobri
Deora
Karsara
Karaundi
Jahola
Chapna
Batul
Kanchanpur
Nadantola
Katha
Regra
Jurmani
Dubeni
Chhotajanjari
Nadan
Nadanpatti
Narwa
Burhruwa
Kharamsera
Janyari
Kharaudhi
Barhua
Simili
Tilaura
Jhali
Jurwa
Silauli
Pathia
Umn
Jura
Khondhara
Lime kiln
Limestone quarry
Stony waste
Boulders
Open scrub
Open mixed jungle
Dense mixed jungle
Ford (Oct to May)
Ford (Sep to May)
Ford (Jun to Oct)
Ferry (Jun to Oct)
Annual fair (Jan)
Annual fair (Feb)
Annual fair (Feb or Mar)
Annual fair (Feb or Mar)
Annual fair (Jun)
Main power line
Motorable in dry season
Footpath in dry season
Semra-Bahjoi-Jamunahi-Sarna Road
Gosaimi Nala
Kohina Nala
Junneh Nala
Bhar Nadi
Bassha Nala
Magandoha Nala
Tyondhari Nala
Sonaura
Shivpurwa
Khnkhura
Obari
Newadi
Choraha
Khokhara
Semari
Bari
Dhamana
Saravka
Karaha
Kakara
Mauhari
Dharitola
Dhaurahara
Barreh
Paraha
Parasawahi
Raikwar
Bendura
Naugawa
Birdati
Bukama
Sua
Gopalpur
Marhi
Bhishmapur
Devri
Khurhuthi
Bhitari
Chhorihari
Chhairaha
Tyondhari
Bhaltola
Khatkhari
Karabi
Jhakwar
Nama
Kishnagarh
Karapwah
Akauni
Ledra
Belhati
Jamunia
Sirmanpur
Andha Pahar
Jhunsi
Tunaha
Katra Rampur
Bandha
Sehruma
Sehoruwa
Kalla
Silpari
Orhki
Orai Nala
Sehana
Gumura
Nimua
Lilaha
Kunya
Bihara
Naru
Kunia
Khenya
Duwari
Asrar
Majhydr
Bharari
Durahi
Chakera
Ranipur
Lalpur
Nadantola
Kona
Spena
Karabi
Khatkhari
Shivrati
Talatalan
Khukhura
Obari
Chhairaha
Newadi
Choraha
Hardhi
Bachhrana



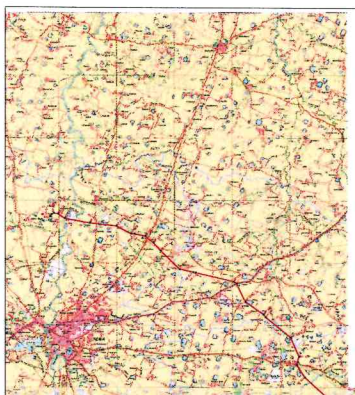
LEGEND

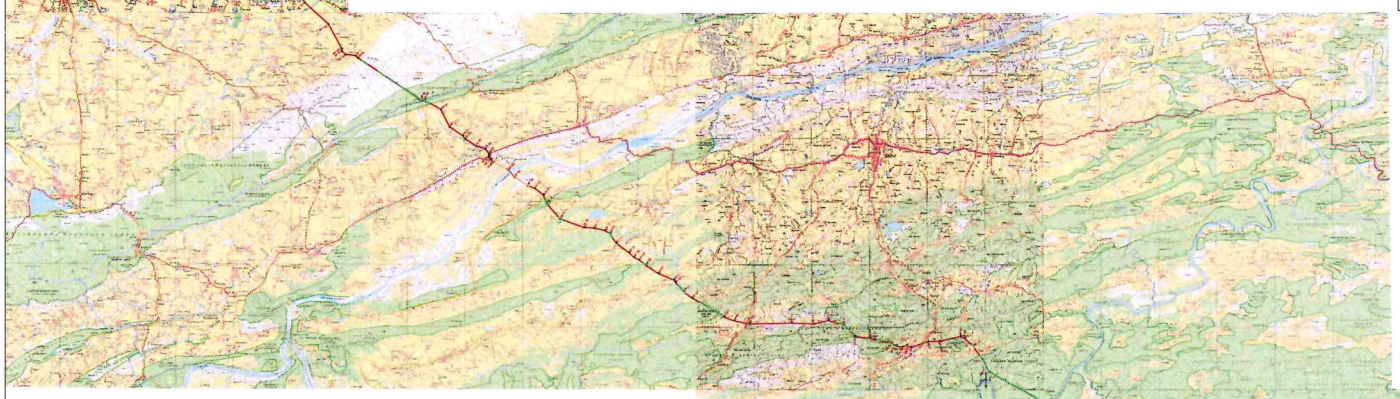
	ROUTE-1 (PROPOSED ROUTE)
	BEE LINE
	BUFFER LINE

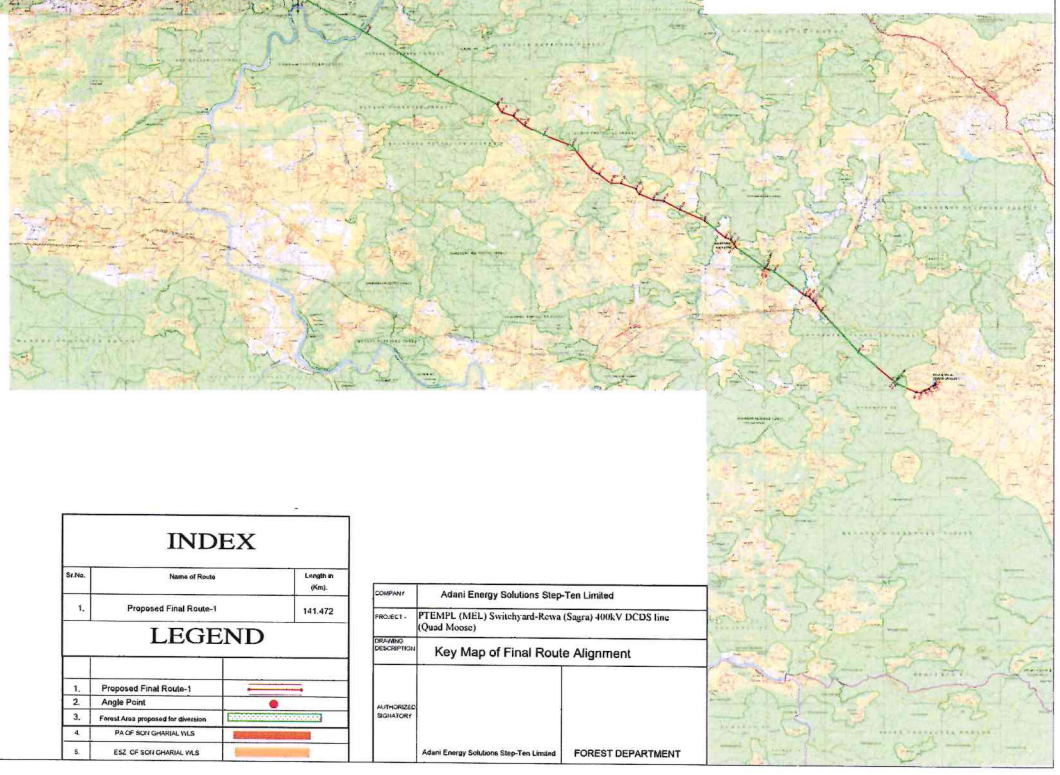
ROUTE NO	LENGTH (Km.)
ROUTE-1	17.822
BEE LINE	17.408

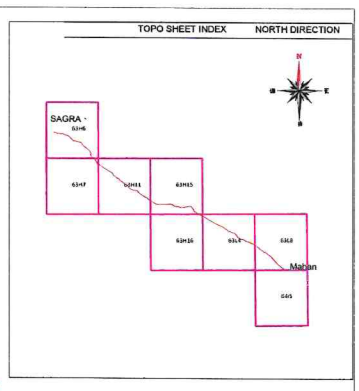
Project:	LILO - Maihar - Satna (PGCIL) 220kV Line at Amarpatan 400kV S/s
Checked by:-	
Approved by:-	
Submitted by:-	
Scale :-	1:50,000

KEY/INDEX MAP OF FINAL ROUTE ALIGNMENT

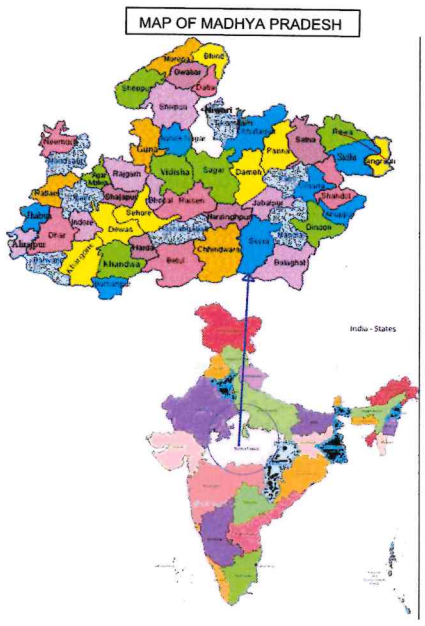








MAP OF MADHYA PRADESH



MAP OF INDIA

INDEX

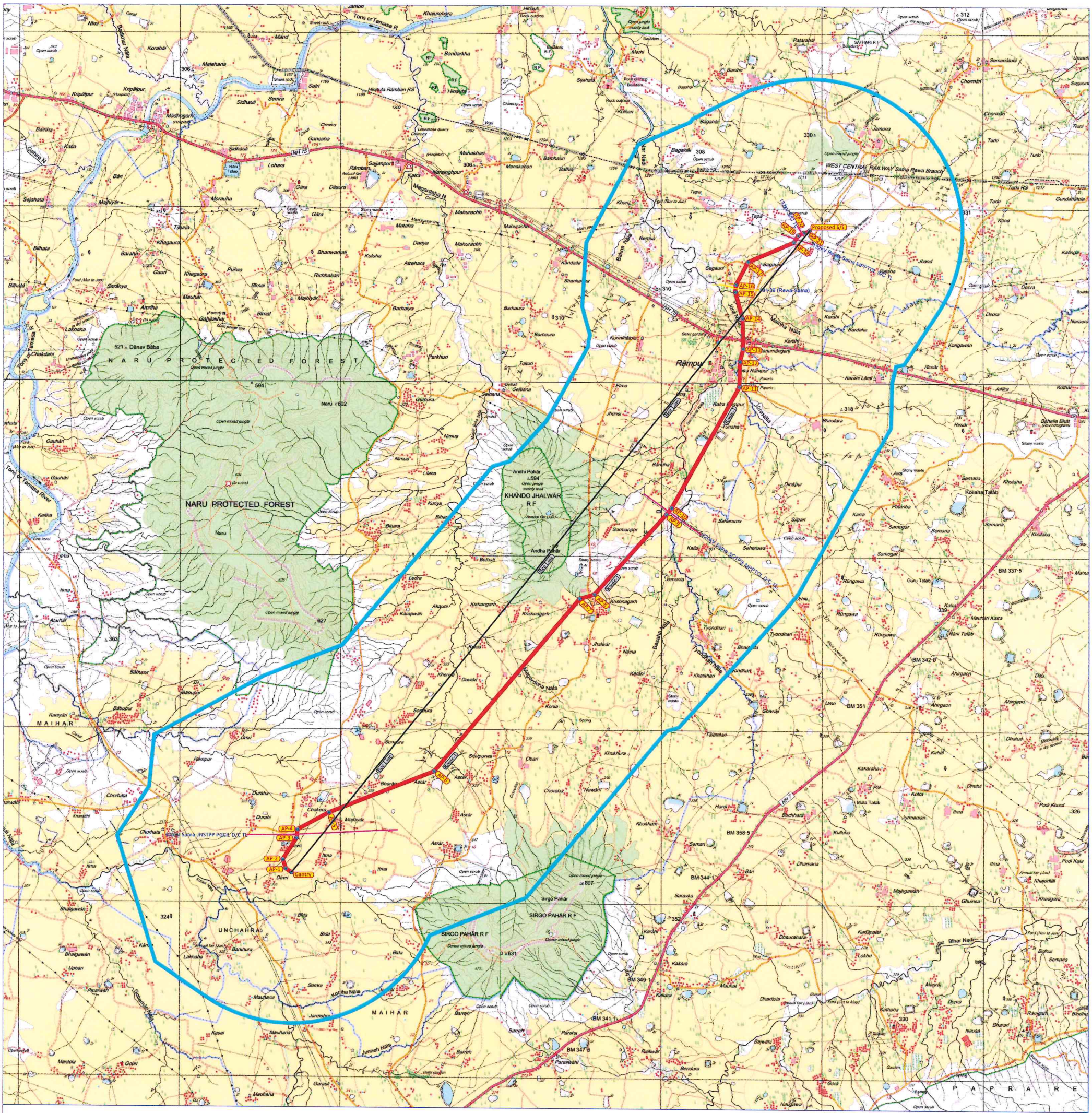
Sr.No.	Name of Route	Length in (Km).
1.	Proposed Final Route-1	141.472

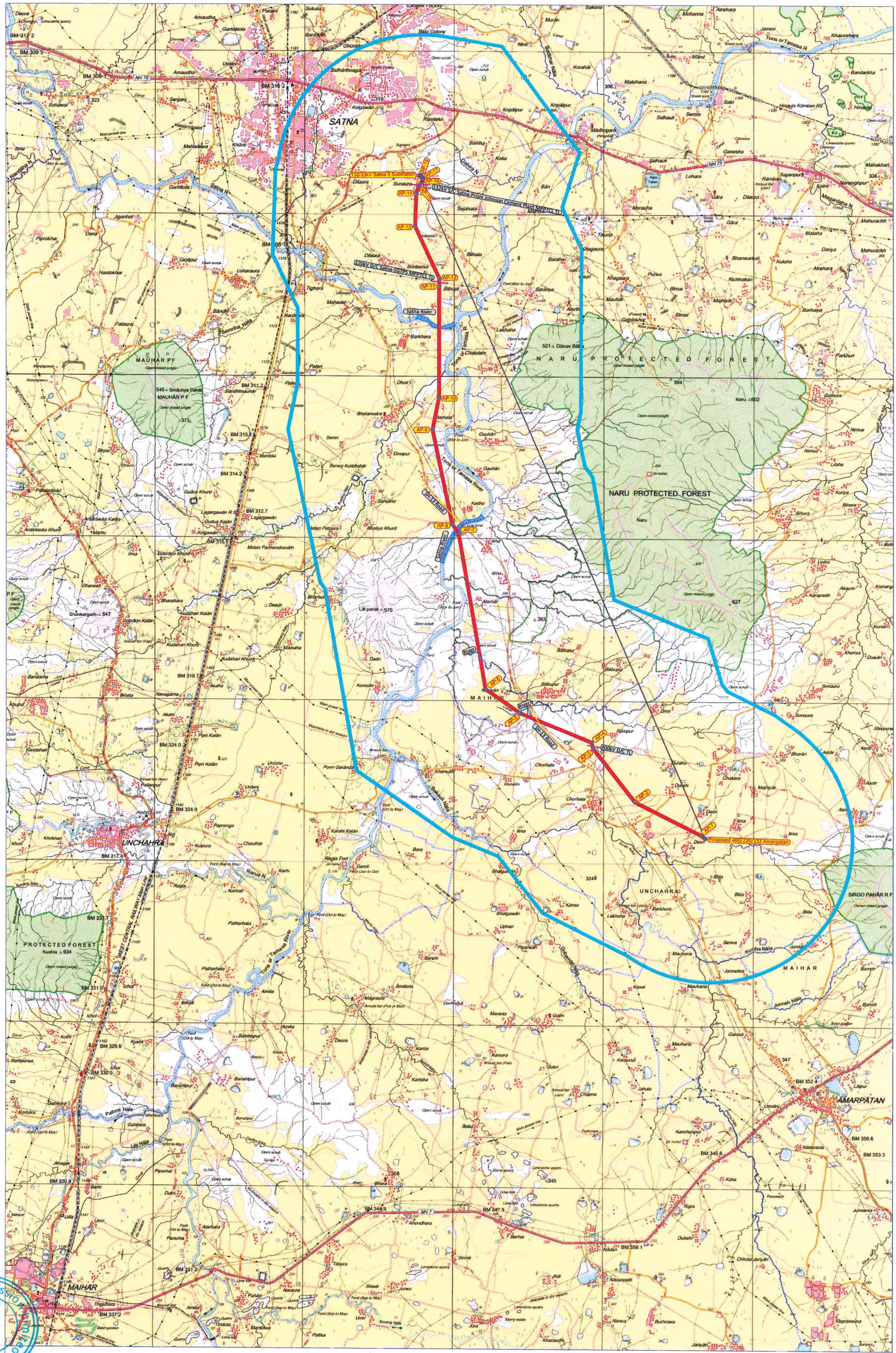
LEGEND

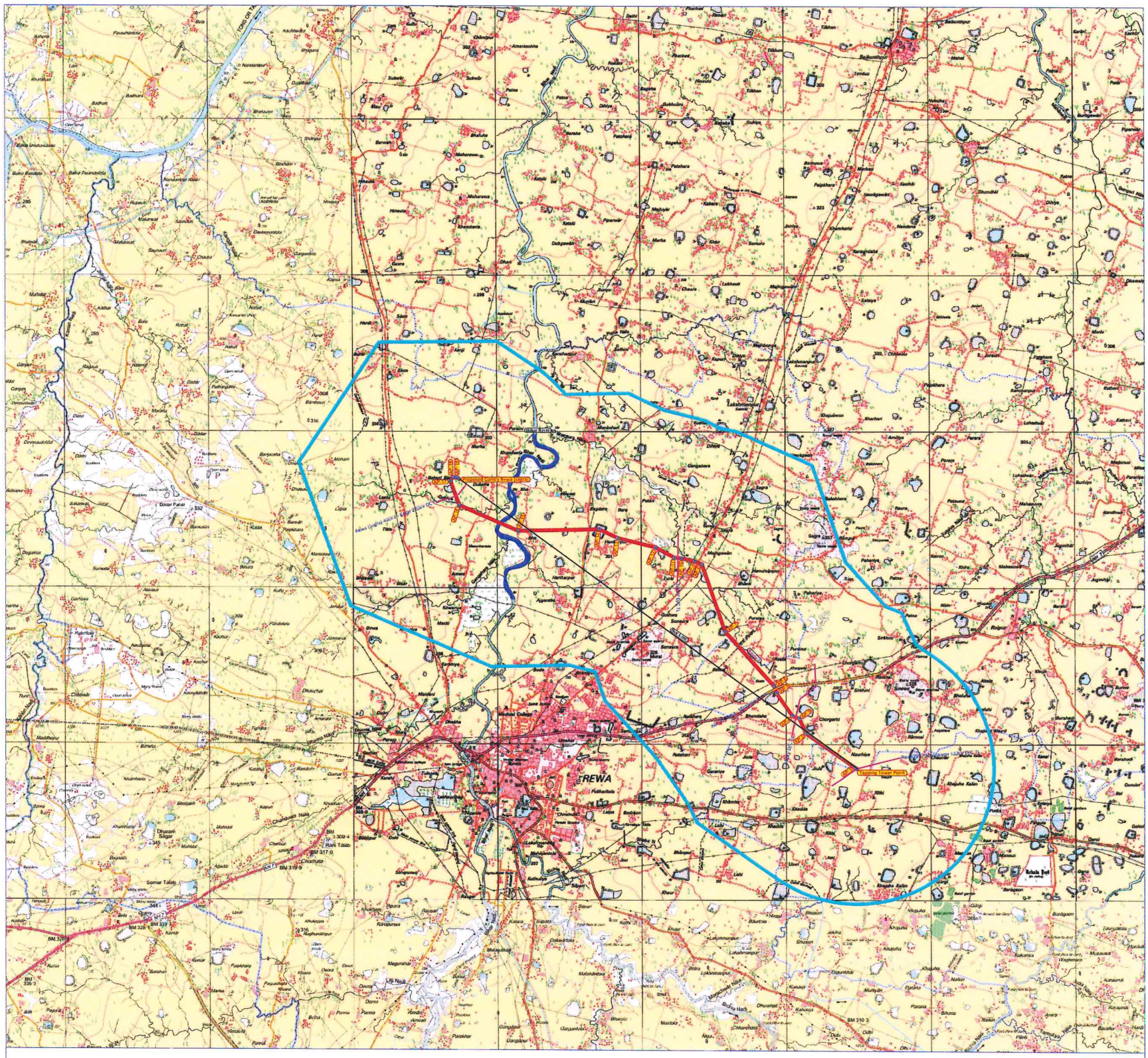
1.	Proposed Final Route-1	
2.	Angle Point	
3.	Forest Area proposed for diversion	
4.	PA OF SON GHARIAL WLS	
5.	ESZ OF SON GHARIAL WLS	

COMPANY	Adani Energy Solutions Step-Ten Limited
PROJECT -	PTEMPL (MEL) Switchyard-Rewa (Sagra) 400kV DCDS line (Quad Moose)
DRAWING DESCRIPTION	Key Map of Final Route Alignment
AUTHORIZED SIGNATORY	Adani Energy Solutions Step-Ten Limited / FOREST DEPARTMENT

Mahan Limited


NARU PROTECTED FOREST
KHANDO JHALWĀR R F
SIRGO PAHĀR R F
MAIHAR
UNCHAHRA
PAPRARE
WEST CENTRAL RAILWAY Satna Rewa Branch
Proposed S/S
132kV Rampur Satna MPPTCL D/C TL
Satna JNSTPP PGCIL D/C TL
Gantry
AP-1
AP-2
AP-3
AP-4
AP-5
AP-6
AP-7
AP-8
AP-9
AP-10
AP-11
AP-12
AP-13
AP-14
AP-15
AP-16
AP-17
AP-18
AP-19
AP-20
Rāmpur
NH-39 (Rewa-Satna)
NH 7
Tons or Tamasa R
Tons or Tamasa River
Bakhnar Nāla
Magardaha N
Magardaha Nala
Bakna Nala
Jora Nala
Mamha Nāla
Basaha Nala
Tyolchan Nala
Kotha Nala
Jamohna
Junneh Nala
Gobarihar Nala
Andhi Pahār
Andha Pahār
Sirgo Pahār
Danav Bāba
Naru
Gauhāri
Sidhauli
Ganesha
Lohara
Rāmbani
Sajanpur
Katra
Narsinghpur
Mahakhari
Manakahari
Bamhauni
Bathia
Gara
Dilaura
Morauha
Mahurachh
Mataha
Daniya
Kuluha
Atrehara
Richhahari
Bhamwarkali
Purwa
Blimai
Khagaura
Tauria
Majhiyar
Barahra
Bilhata
Sarānya
Amriha
Lakhaha
Gahilokhar
Mauhār
Gauri
Barhaura
Barhaiya
Kandaula
Segauni
Nemua
Shankapur
Kurmihatola
Parkhun
Tukun
Selhana
Guthura
Nimua
Liaha
Kunya
Bihara
Jhūnsi
Etma
Sijahata
Bathia
Bamhaur
Pataraha
Merhi
Bamha
Chormān
Jamuna
Turki
Gundahatola
Kūnd
Jhand
Kalinga
Deora
Narauni
Kongawān
Karahi
Bardaha
Rāmnār
Jakhra
Kothār
Bahelia Bhāt
Bhautara
Rīmār
Semaria
Umarhi
Sagauni
Khutaha
Koilaha Talāb
Putarha
Karra
Samogar
Semana
Khitaha
Rūngawa
Guru Talāb
Mauhān Katra
Hani Talāb
Tyondhari
Bhaitha
Khatkhari
Shivrāl
Ahirgaon
Deu
Umri
Dhatua
Kinnal
Kakaraha
Pāl
Kotra
Pachhari
Mala Talāb
Jumanāon
Podi Khurd
Podi Kala
Khairtāl
Khaigara
Ghursa
Mahgawān
Saravka
Karhāpater
Lokhri
Bihar Nadi
Ramgarh
Bindhu
Bharari
Nausa
Dhamana
Dhaurahara
Kakara
Malhar
Dhanticola
Bajwāri
Bendura
Gora
Naugawa
Raikwār
Paraswāri
Pāraha
Barreh
Barren
Mauhaniya
Garauli
Mantola
Gobri
Kasei
Samra
Chorhata
Durahi
Chakera
Majhiyar
Devri
Kurai Nāla
Bhalgawān
Upharī
Pipariwāh
Lakhaha
Bida
Barkhura
Asrār
Bharāo
Shivpurwa
Sonaura
Duwāri
Khenra
Ledra
Akauni
Karapwāh
Krishnagarh
Jhalwār
Njana
Konia
Khukhura
Choraha
Newāri
Obari
Talāitari
Harai
Bachhari
Khokhain
Seman
Dhamana
Saravka
Karahi
Karahi Lāmi
Jamunia
Tyondhari
Seheruwa
Silpari
Kalfa
Samogar
Dināpur
Bāndha
Aira
Jhūnsi
Etma
Selhana
Guthura
Nimua
Liaha
Kunya
Bihara
Sijahata
Bathia
Bamhauni


SATNA
UNCHAHRA
MAIHAR
AMARPĀTAN
132/33kV Satna II Substation
132kV S/C Satna-Prism Johnson Cement Plant MPPTCL TL
220kV D/C Satna-SGTPS MPPTCL TL
400kV D/C TL
Proposed 400/220/132 Amarpatan
Satna River
Tons or Tamasa River
Bakauli Nala
Patna Nala
Lai Nala
Semra Nala
Bandhi Nala
Ruru N
Karua N
Gahira N
Magardaha N
Satna R
Baghkhar Nala
Jamuni Tons or Tamasa R
Hinauta Rāmban RS
Rāmban
Narsinghpur
Ganesha
Sajanpuri
Katra
Lohara
Sidhauli
Mādhogarh
Semra
Sidhuli
Matehana
Korahāi
Mānd
Atrehara
Mohanna
Khajurehara
Bandarkha
Hinauta
Sakaria
Nimi
Bāla Colony
Sidhārthnagar
Kripālpur
Rāmtekri
Kolgawān
Bairiha
Katia
Sunaura
Dilaura
Bāri
Sejahata
Morauha
Gāra
Tikuria
Khagaura
Baraha
Purwa
Birnal
Mauhār
Majhiyār
Bilhata
Sonbarsa
Tighara
Mahadel
Barkhora
Lakhaha
Saraiya
Ahrihi
Gahilokhar
Richhahari
Bhanwarkali
Kuluha
Mataha
Daniya
Mahurachh
Barhaiya
Parkhun
Gurhura
Nimua
Ulaha
Ledra
Akauni
Karapwāh
Kishanga
Kunia
Kunya
Bihara
Naru
Jharkhaiya
Jamohra
Kasei
Mauharia
Barreh
Bairehi
Jumneh Nala
Koriha Nala
Sonaura
Shivpurwa
Asrār
Bharāri
Chakera
Duraha
Dudhi
Chorhata
Khanāshi
Khorwāhi
Ponri Garānda
Urdana
Pipri Kalān
Pipri Kalān
Pallanpur
Akahi
Akaha
Navagama
Bhata
Kandahali
Kulpahi
Bandarha
Gobrāon Kalān
Kudahari Kalān
Kudahari Khurd
Bharahara
Dhanesh
Shankargarh △ 547
Antarbedia Kalān
Antarbedia Khurd
Pithorābād
Gudua Khurd
Gudua Kalān
Lagargawān R S
Lagargawān
Kolgawān
Motari Parmendranāth
Gobrāon Khurd
Ichoi
Ichoi
Kothi
Kushli
Rampurwa
Jithagar
Barhi
Dutni
Umri
Umri
Pathorhata
Amlia
Bihoti
Bāhampur
Deora
Banshipur
Banshipur
Gahwara S
Korbāra
Gahbara
Piparhat
Parsoha
Atarhara
Trighuhara
Naraura
Pahāri
Tindola
Mantoha
Pathia
Tilaura
Simli
Silauli
Urwa
Jhāi
Jura
Serara Nāla
Khondhara
Barthia
Nidanpatti
Nidān
Dubehi
Chhota Janyān
Janyāri
Kharaudhi
Buhruwa
Narwa
Rigra
Jurmana
Kharāmsera
Lālpur
Umrāni
Kanchanpur
Nādantola
Kaisa
Karaundi
Karsara
Gobri
Chāpna
Jahala
Batia
Bābupur
Konyān
Dadri
Ātariha
Lāl pahār △ 570
Bharhut
Dewār
Bhatiya Khurd
Sahjana
Dinapur
Semra Kurbhahār
Gauhāri
Katha
Ghurdah
Sukula
Puraini
Amaudha
Garhlatola
Jiganhat
Daria
Piprokhar
Hardokhar
Gunjapur
Loharaura
Tighara
Bāndhi
Patauraj
Bāndhimauhār
Pateri
Dhoti
Bhatanwāra
Gauhār
Ahrihi
Bhatgawān
Karisa
Uphari
Piparwāh
Godamuri Nala
Bareni
Amātola
Māgrauha
Mantola
Gobri
Deora
Karua
Kartaha
Banshipur
Bhora
Ahari
Dewi
Itma
Ichoi
Kothi
Kushli
Rampurwa
Jithagar
Barhi
Umri
Pallanpur
Pipri Kalān
Urdana
Paprenga
Khokhan
Karahi Kalān
Kulpura
Chauthār
Ragla Fort
Ragla
Karhi
Nathali
Patharhata
Ichoi
Amlia
Bihoti
Bāhampur
Deora
Banshipur
Gahwara S
Korbāra
Gahbara
Piparhat
Dutni
Umri



LEGEND

ROUTE-1 (PROPOSED ROUTE)	
BEE LINE	
BUFFER LINE	

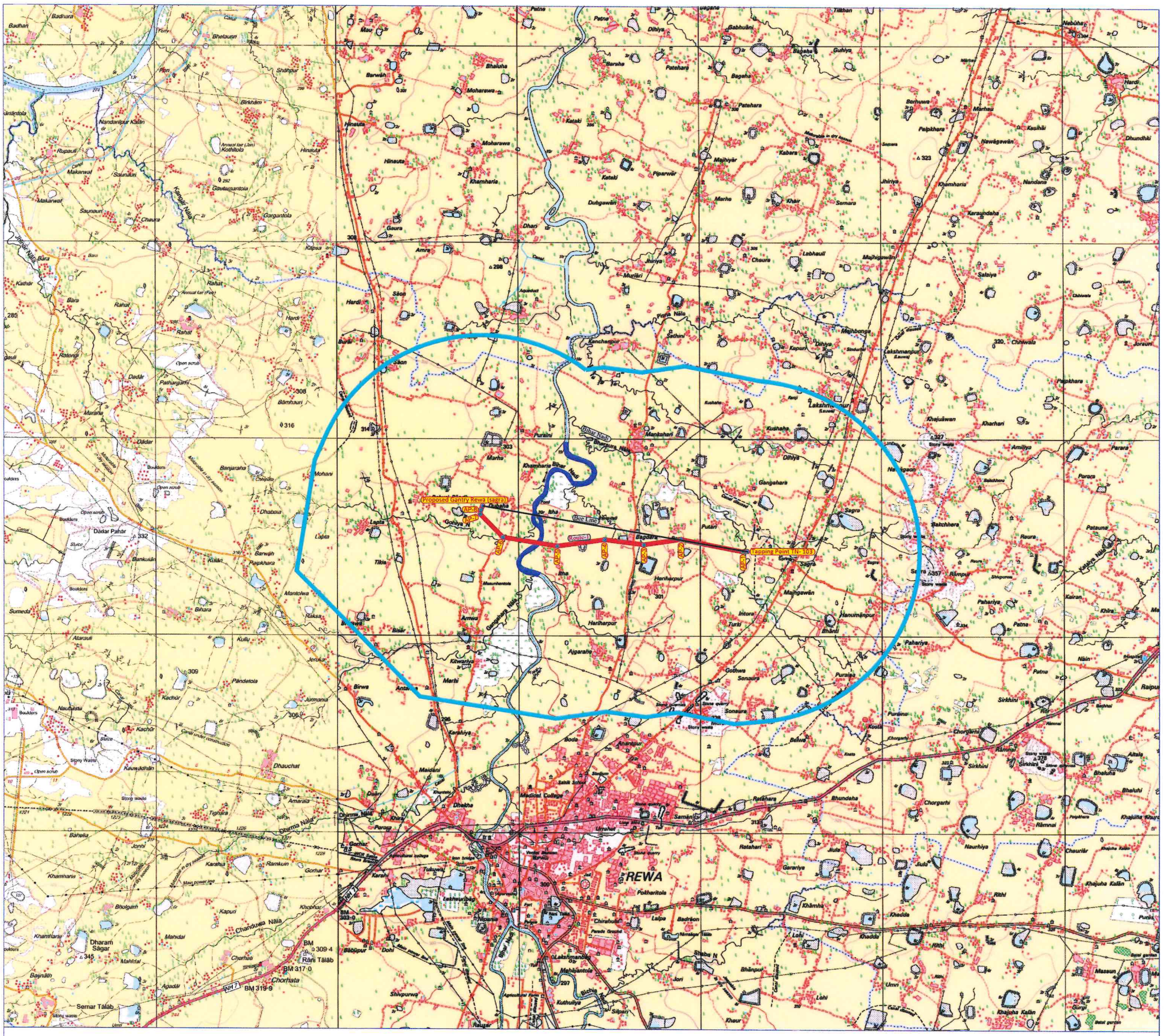
ROUTE NO	LENGTH (Km.)
ROUTE-1 (PROPOSED ROUTE)	16.346
BEE LINE	14.416

63H/2	63H/6
	63H/7

Project:	LILO - Rewa220 - Mangawan 132kV line at Rewa (Sagra) 400kV S/s
Checked by:-	
Approved by:-	
Submitted by:-	
Scale : -	1:50,000

N

Mahan Transmission Limited



LEGEND

ROUTE-1 (PROPOSED ROUTE)	
BEE LINE	
BUFFER LINE	

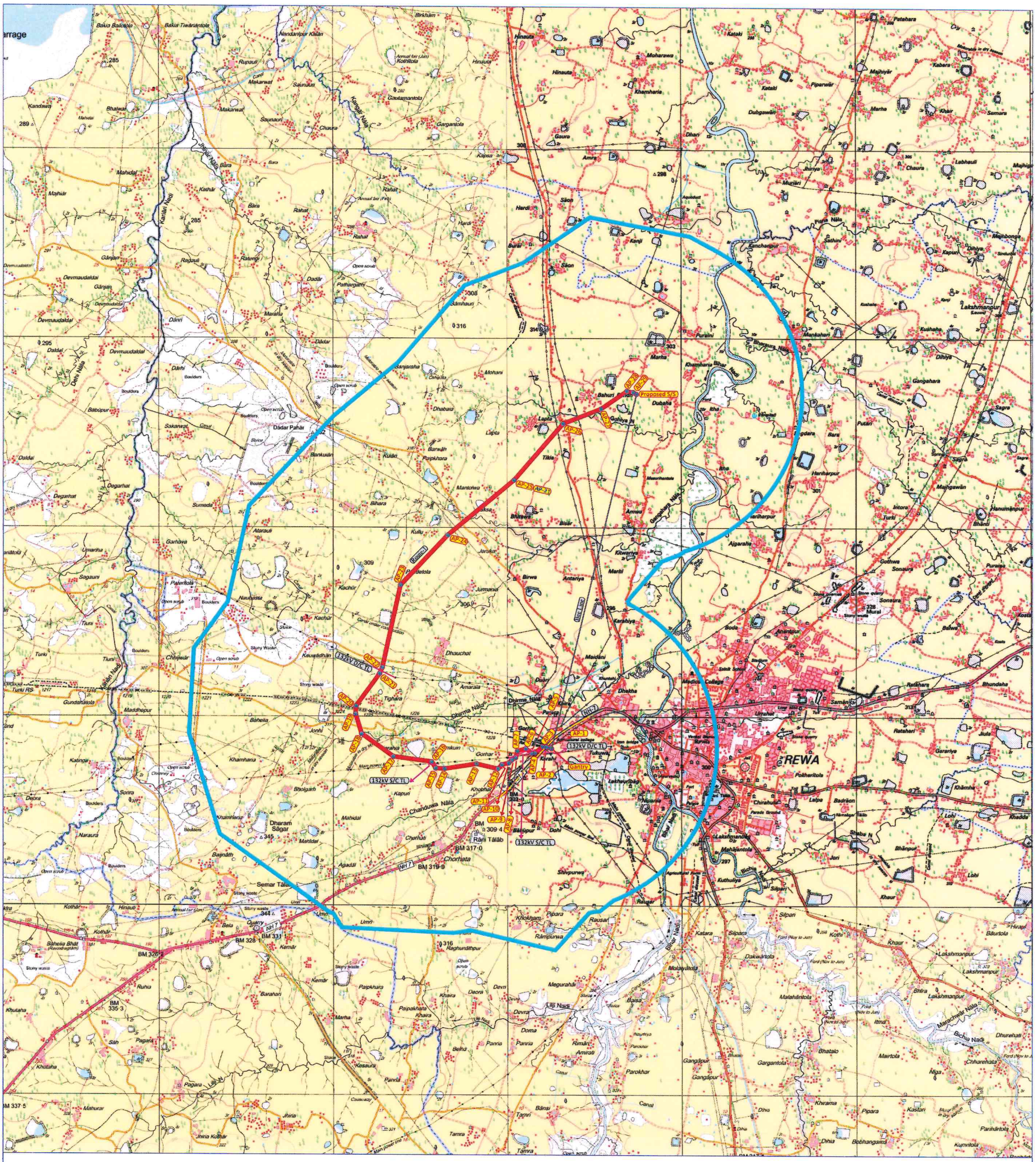
ROUTE NO	LENGTH (Km.)
ROUTE-1	6.712
BEE LINE	6.239

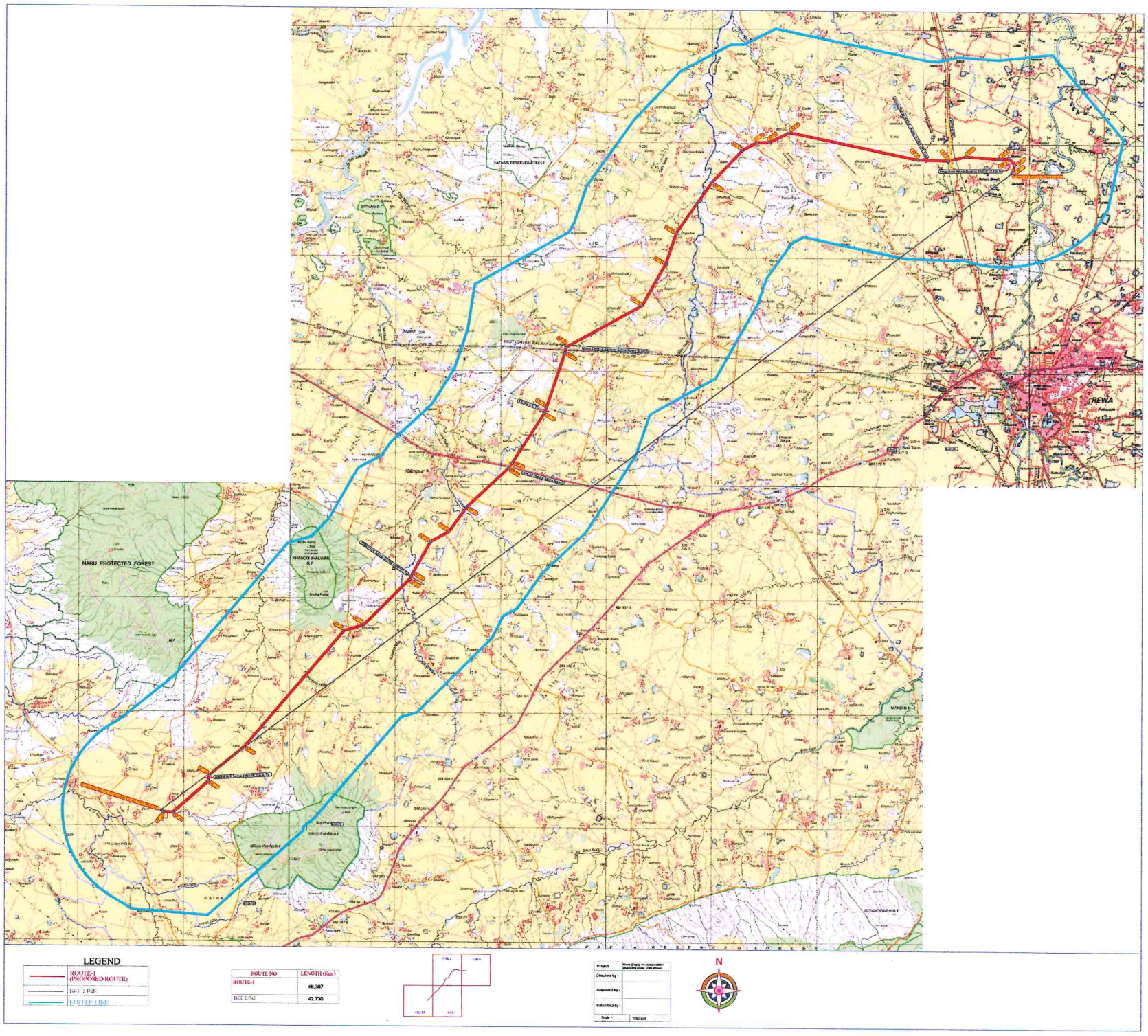
63H/2	63H/6

Mahan Transmission Limited

Project:	LILO - Rewa- SirmourBansagar-I 220kV line at Rewa (Sagra) 400kV SS
Checked by:-	
Approved by:-	
Submitted by:-	
Scale :-	1:50,000

N


REWA
Proposed S/S
132kV D/C TL
132kV S/C TL
NH 7
AP-1
AP-2
AP-3
AP-4
AP-5
AP-6
AP-7
AP-8
AP-9
AP-10
AP-11
AP-12
AP-13
AP-14
AP-15
AP-16
AP-17
AP-18
AP-19
AP-20
AP-21
AP-22
AP-23
AP-24
AP-25
Gantry
Rani Talab
Chorhata
Semar Tala
Dharam Sagar
Chandwa Nala
Dhirma Nala
Bichia Nadi
Tons River
Gangapur
Parokhar
Bansi
Tamra
Rausar
Silpara
Lakshmanpur
Bhatalo
Gargantola
Khirama
Pipara
Kastari
Parihartola
Kunvitola
Bobhangama
Dihra
Malahanitola
Megurahi
Khokham
Pipara
Rampurwa
Kemar
Barahari
Paipakhara
Khaira
Deora
Panna
Belha
Kosaura
Jhiria
Jhiria Kothar
Mahurar
Pagara
Sah
Khutaha
Ruha
Bela
Kothar
Hinauti
Baheliya Bhat
Turki
Turki RS
Gundahatola
Maddhopur
Chhipwar
Kauwidhan
Sagauni
Umarha
Garhawa
Degarhat
Devmaudaldal
Daldal
Dehri Nala
Babupur
Dadar Pahar
Dadar
Dehri
Dhabaia
Lapta
Tikta
Barwah
Kulari
Sakarwal
Sumoda
Bihara
Ataraili
Kachur
Naubasta
Patenitola
Kulhu
Jerukar
Mantchwa
Kumarwa
Kaksa
Bhiawa
Bisar
Amwa
Marhi
Birwa
Antariya
Kiwariya
Algarahe
Karahiya
Maidani
Dudri
Dhaucha
Amaraia
Tighara
Bahelia
Jonhi
Gohar
Kurahi
Tuhuwa
Lalchelwa Bas
Khoha
Kapuri
Bhojgarh
Khamharia
Katinga
Sonra
Naraura
Mahdal
Chhanhai
Bajnath
Agadji
Shivpurwa
Kuthuliya
Silpari
Khaur
Purainl
Mankahari
Bhimura Nala
Khamharia
Bihar Road
Dubaha
Gahiya N
Lapta
Tikta
Barwah
Paipkhara
Khaira
Deora
Panna
Belha
Kosaura
Jhiria
Pagara
Sah
Khutaha
Ruha
Barahari
Kemar
Paipakhara
Khaira
Marha
Devra
Doma
Panna
Rimari
Amirati
Nauthiya
Parokhar
Gangapur
Bansi
Tamra
Canal
Megurahi
Khokham
Pipara
Rampurwa
Rausar
Silpara
Katara
Dakwaritola
Malohanitola
Bhatalo
Gargantola
Khirama
Pipara
Kastari
Parihartola
Kunvitola
Bobhangama
Dihra
Lakshmanpur
Bhira
Itma
Marchwar Nala
Bichia Nadi
Dhurehati
Chhorehata
Niga
Mairtola
Bhanti
Hanumanpur
Gothwa
Sonaura
Mural
Ratahara
Bhundaha
Labhauli
Majhigawan
Majhigawan
Majhiyar
Kebsra
Khair
Samara
Marha
Piparwar
Dubgawan
Ketaki
Katoki
Patehara
Majhiyar
Jhiriya
Muriari
Chaura
Hinauta
Moharawa
Khamharia
Dhari
Gaura
Amra
Kapsa
Gargantola
Gautamantola
Saunauri
Makarwal
Rupauli
Nandanipur Kalan
Bakia Tiwariantola
Bakia Balotola
Kandaiwa
Bhatwar
Mahdal
Majhiar
Kathar
Bara
Rahat
Rajauli
Ratenji
Ganjari
Devmaudaldal
Dadar
Dehri
Maraila
Kanjl
Saon
Burai
Hardi
Sathini
Lanchanpur
Piana Nala
Majhgawa
Kapuri
Dihiya
Sindurlia
Lakshmanpur
Kushahe
Marha
Mankahari
Purainl
Dihiya
Ganeshara
Sagra
Putari
Harriharpur
Majhgawan
Hanumanpur
Bhanti
Intora
Turki
Algarahe
Gothwa
Sonaura
Mural
Labhauli
Majhigawan
Majhiyar
Kebsra
Khair
Samara
Marha
Piparwar
Dubgawan
Ketaki
Katoki
Patehara
Majhiyar
Jhiriya
Muriari
Chaura
Hinauta
Moharawa
Khamharia
Dhari
Gaura
Amra
Kapsa
Gargantola
Gautamantola
Saunauri
Makarwal
Rupauli
Nandanipur Kalan
Bakia Tiwariantola
Bakia Balotola
Kandaiwa
Bhatwar
Mahdal
Majhiar
Kathar
Bara
Rahat
Rajauli
Ratenji
Ganjari
Devmaudaldal
Dadar
Dehri
Maraila
Kanjl
Saon
Burai
Hardi
Sathini
Lanchanpur
Piana Nala
Majhgawa
Kapuri
Dihiya
Sindurlia
Lakshmanpur
Kushahe
Marha
Mankahari
Purainl
Dihiya
Ganeshara
Sagra
Putari
Harriharpur
Majhgawan
Hanumanpur
Bhanti
Intora
Turki
Algarahe
Gothwa
Sonaura
Mural
Ratahara
Bhundaha



Mahan Transmission Limited

Annexure A15

Format - III

DESCRIPTION OF THE PROPOSED AREA

Sr. No	Parameter	Unit	Data	Source
	Area	Sq km	0.38	Total Substation land
	Gross Cropped Area	Sq km	NA	
	Gross irrigated area	Sq km	NA	
	Forest area	Sq km	2.20	
	Population	Cr.	0.81	
	Scheduled Caste/ Scheduled Tribe Population	No	NA	
	Total Population BPL	No	NA	
	SC/ ST Population Below Poverty Line (BPL)	No	NA	
	Total number of Households		NA	
	No of Rural Households	No	NA	
	No of urban Households		NA	
	No of Households electrified	No	NA	
	No of Rural Households electrified		NA	
	No of urban Households electrified		NA	
	Percentage of Households electrified	%	NA	
	No of Districts	No	06	
	No of Commissionaires	No		
	No of Tehsils	No	38	
	No of Villages	No		
	No of villages electrified	No		

Wahan Transmission Limited

Annexure A16

MTL: Five Year Business Plan

All Figures are in Rs Crore

Profit & Loss Account	2025-26	2026-27	2027-28	2028-29	2029-30
	Proj	Proj	Proj	Proj	Proj
Income					
From Sale	0.00	336.18	361.96	361.96	361.96
Other Income	0.00	0.00	2.82	3.20	3.12
Net Income	0.00	336.18	364.79	365.16	365.08
Expenses	0.00	6.67	7.83	8.18	8.55
Overhead/ Other Expense	0.00	0.81	1.29	1.48	1.87
Other Manufacturing Expenses					
Subtotal	**0.00**	**7.48**	**9.12**	**9.66**	**10.42**
PBDIT	**0.00**	**328.70**	**355.67**	**355.50**	**354.67**
Depreciation	0.00	58.28	76.71	76.71	76.71
Interest on Term Loan	-	107.22	247.55	242.06	235.47
WC Interest	-	1.78	5.11	5.12	5.13
PBT	**0.00**	**161.42**	**26.28**	**31.60**	**37.35**
Current Tax	-	2.14	-	-	-
Defferred Tax	-				
PAT	**-**	**159.28**	**26.28**	**31.60**	**37.35**

Balance Sheet	2025-26	2026-27	2027-28	2028-29	2029-30
	Proj	Proj	Proj	Proj	Proj
Source of Fund					
Shareholders Fund					
Equity	566.62	885.67	885.67	885.67	885.67
Reserves & Surplus	-	160.09	187.67	220.76	259.97
Loan fund					
Secured Loan	1,322.11	2,066.57	2,035.69	1,964.43	1,893.17
Unsecured Loan					
Current Liabilities	-	44.93	44.95	45.50	45.88
Deferred Tax Liability					
Total	**1,888.73**	**3,157.26**	**3,153.98**	**3,116.35**	**3,084.70**
Application of Fund					
Fixed Asset					
Gross Block		2,878.97	2,802.25	2,725.54	2,648.82
Less: Accumulated Depreciation					
Net Block	-	2,878.97	2,802.25	2,725.54	2,648.82
CWIP	1,888.73	-	-	-	-
Net Current Assets	-	59.93	59.79	59.97	60.00
Cash & Bank Balances	(0.00)	218.37	291.94	330.84	375.88
Total	**1,888.73**	**3,157.26**	**3,153.98**	**3,116.35**	**3,084.70**

Wahan Transmission Limited

Annexure A17

MTL : Five Year Annual Forecast

All Figures are in Rs Crore

Cash Flow Statement	2025-26	2026-27	2027-28	2028-29	2029-30
	Proj	Proj	Proj	Proj	Proj
Inflows					
PAT+Depreciation+Amortisation+Defferred Tax	-	218.37	104.29	109.80	115.93
Increase in share Capital/ Equity Contribution	566.62	319.05	0.00	0.00	0.00
Share Premium					
Increase in Term Loans	1322.11	733.97			
Increase in Working capital	-	-4.50	-0.00	0.00	0.00
Increase in Capital Grant	0	0	0	0	0
Total	**1888.73**	**1266.89**	**104.29**	**109.80**	**115.93**
Outflow					
Capex	1888.73	1048.52	0.00	0.00	0.00
Increase in CA					
Repayment of Term Loan			30.72	70.90	70.90
Total	**1888.73**	**1048.52**	**30.72**	**70.90**	**70.90**
Net Cash Flow					
Opening Balance					
	0.00	0.00	218.37	291.94	330.84
Surplus/Deficit	0.00	218.37	73.57	38.90	45.03
Closing Balance	**(0.00)**	**218.37**	**291.94**	**330.84**	**375.88**

Wahan Transmission Limited

Annexure A18 Format I

SHORT TITLE DESCRIPTIVE OF THE PROPOSED UNDERTAKING

Name of the Company – **Mahan Transmission Limited**

Registered Address – **C-105 Anand Niketan, New Delhi, South Delhi DL 110021 IN**

Date of Incorporation – **20.11.2024**

Date of Registration– **20.11.2024**

Date of Commencement of Business – **07.02.2025**

Share Capital – **5,00,000/-**

Number of Subscribers – **7**

Name of the CMD – **None**

Name of all Directors:

1. **Mr. Nand Kishore Soni**
2. **Mr. Nitin Kumar Ranchhodbhai Patel**
3. **Mr. Ravindra Atale**

Name of Secretary – **None**

Proposed Functions	(Please Tick)	License Applied For	(Please Tick)
Bulk Supply		Retail Supply License	
System Operator/ Load Despatch			
Transmission	✓	Distribution License	
Sub-transmission			
Distribution		Bulk Supply License	
Retail Supply			
Any Other (Please describe)		Transmission License	✓

Mahan Transmission Limited

Format - III

DESCRIPTION OF THE PROPOSED AREA

Sr. No	Parameter	Unit	Data	Source
	Area	Sq km	0.38	Total Substation land
	Gross Cropped Area	Sq km	NA	
	Gross irrigated area	Sq km	NA	
	Forest area	Sq km	2.20	
	Population	Cr.	0.81	
	Scheduled Caste/ Scheduled Tribe Population	No	NA	
	Total Population BPL	No	NA	
	SC/ ST Population Below Poverty Line (BPL)	No	NA	
	Total number of Households		NA	
	No of Rural Households	No	NA	
	No of urban Households		NA	
	No of Households electrified	No	NA	
	No of Rural Households electrified		NA	
	No of urban Households electrified		NA	
	Percentage of Households electrified	%	NA	
	No of Districts	No	06	
	No of Commissionaires	No		
	No of Tehsils	No	38	
	No of Villages	No		
	No of villages electrified	No		

Maha Transmission Limited

Format - VI

INPUT AND SUPPLY POINTS - TRANSMISSION LICENSEE (INCLUDING DEEMED LICESEE)

Input Points

Sr No		Interface with (Name of the Company)					
	Location of Boundary Points	**Generation Co.**	**Distribution Co.**	**Other States**	**Others**	**Voltage Level**	**Details of Meter - Type/Class of Accuracy, Details of CT/PT)**
1	Sagra (Dist. Rewa)	MEL	MPPMCL			400 kV	
2	Amarpatan (Dist. Maihar)	MEL	MPPMCL			400 kV	• Average frequency for each successive 15/5 minutes block, as a two digit code (00 to 99 for frequency from 49.0 to 51.0Hz). • Net Watthour transmitted during each successive 15/5 minutes block, up to second decimal, with plus/minus sign. • Cumulative Watthour transmittal at each midnight, in six digits including one decimal. • Cumulative VArh transmittal for voltage high condition, at each midnight, in six digits including one decimal. • Cumulative VArh transmittal for voltage low condition, at each midnight, in six digits including one decimal. • Date and time blocks of failure of VT supply on any phase, as a star (*) mark. • The interface meters shall have the provision of recording of energy in 15 minutes' time block as well as 5 minutes' time

Sr No		Interface with (Name of the Company)					
	Location of Boundary Points	Generation Co.	Distribution Co.	Other States	Others	Voltage Level	Details of Meter - Type/Class of Accuracy, Details of CT/PT)
							block as configured through software. In addition to the existing provisions of frequency resolution of 0.01Hz and they must be capable of recording Voltage and Reactive Energy at every 5 minute and have feature of auto-time synchronization through GPS.

Supply Points

Sr No		Intersection with (Name of the Company)					
	Location of Boundary Points	Generation Co.	Distribution Co.	Other States	Others	Voltage Level	Details of Meter - Type/Class of Accuracy, Details of CT/PT)
1	Sagra (Dist. Rewa)	MEL	MPPMCL			220kV	
		MEL	MPPMCL			132kV	• Average frequency for each successive 15/5 minutes block, as a two digit code (00 to 99 for frequency from 49.0 to 51.0Hz).
2	Amarpatan (Dist. Maihar)	MEL	MPPMCL			220kV	• Net Watthour transmitted during each successive 15/5 minutes block, up to second decimal, with plus/minus sign.
		MEL	MPPMCL			132kV	• Cumulative Watthour transmittal at each midnight, in six

Maheshwari Transmission Limited

Sr No		Intersection with (Name of the Company)					
	Location of Boundary Points	Generation Co.	Distribution Co.	Other States	Others	Voltage Level	Details of Meter - Type/Class of Accuracy, Details of CT/PT)
							digits including one decimal. • Cumulative VArh transmittal for voltage high condition, at each midnight, in six digits including one decimal. • Cumulative VArh transmittal for voltage low condition, at each midnight, in six digits including one decimal. • Date and time blocks of failure of VT supply on any phase, as a star (*) mark. • The interface meters shall have the provision of recording of energy in 15 minutes' time block as well as 5 minutes' time block as configured through software. In addition to the existing provisions of frequency resolution of 0.01Hz and they must be capable of recording Voltage and Reactive Energy at every 5 minute and have feature of auto-time synchronization through GPS.

Format – VII

Commercial/ Technical Information - Transmission Licensee (Including Deemed Licesee)

Parameter	Unit	Data	Remarks
Total No of Circles	No		
Total No of Divisions	No		
Total number of Grid Sub-stations	No	**2**	
Total No. of Transformers with rating of :			
500 MVA	Nos.	**4**	
200 MVA	Nos.	**4**	
-			
-			
Total Transformation Capacity	MVA	**2800**	
Number of feeders			
400kV	No	**10**	
220kV	No	**12**	
132kV	No	**28**	
66kV	No		
33kV	Nos		
Length of feeders			
400kV	ckm	**382**	
220kV	ckm	**110**	
132kV	ckm	**247**	
66kV	ckm		
Total number of technical employees	No	**60**	

Wahab Transmission Limited

Parameter	Unit	Data	Remarks
Total number of non-technical employees	No.	75	
Total number of employees	No		

adani
Energy Solutions

Annexure A19

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 28TH MARCH 2025 AT 11 AM AT KP EPITOME, NEAR DAV INTERNAATIONAL SCHOOL, MAKARBA - 380051

"**RESOLVED THAT** Mr. M.R. Krishna Rao, Mr. Anil Tyagi, Mr. Molay Kumar Maitra, Mr. Piyush Kundra, Mr. Dilip Kumar Moolchandani, Mr. Tanmay Vyas, Mr. Bhanu Minocha, Mr. Rahul Anand, Mr. Narendra Ojha, Mr. Bhavesh Kundalia, Mr. Prashant Kumar, Mr. Naresh Desai, Mr. Afak Pothiawala, Mr. Rajesh Sirigirisetty, Mr. Harsh Rana and Ms. Afrin Mankad, Authorised Signatories of the Company be and are hereby severally authorised to sign and submit petitions, affidavits, agreements, declarations, undertakings, deeds, Bills, Availability Certificates and other documents in connection therewith or incidental thereto before Madhya Pradesh Electricity Regulatory Commission (MPERC) or Appellate Tribunal for Electricity (APTEL), Madhya Pradesh Power Transmission Company Limited (MPPTCL), M.P. Power Management Company Limited (MPPMCL) and Supreme Court (SC) and other regulatory authorities for and on behalf of the Company.

RESOLVED FURTHER THAT the above Authorised Signatories be and are hereby further severally authorised (a) to issue notices, affidavit and other documents, communications to Long Term Transmission Customers and other Parties / agencies, including Madhya Pradesh Power Transmission Company Ltd. and MPSLDC, Madhya Pradesh Power Transmission Company Limited (MPPTCL), and M.P. Power Management Company Limited (MPPMCL) (b) to file Petition, Affidavit, Notices and other documents before Regulatory Commission or other Electricity body, Appellate Tribunal for Electricity, High Court and Supreme Court for issues arising out of Transmission Service Agreement and Bulk Power Transmission Agreement, (c) to engage, appoint or remove any pleaders or advocates, and sign vakalatnamas, power of attorney for such engagement or appointment and (d) to file appeal and defend the interest of the Company."

Certified True Copy
For MAHAN TRANSMISSION LIMITED

Nand Kishore Soni
Digitally signed by Nand Kishore Soni
Date: 2025.03.28 17:34:27 +05'30'

Nand Kishore Soni
Director
DIN 10053907

Mahan Transmission Limited

MAHAN TRANSMISSION LIMITED
Adani Corporate House,
Shantigram, Nr. Vaishno Devi Circle
S. G. Highway, Khodiyar,
Ahmedabad – 382421
Gujarat, India
CIN: U42202DL2024GOI438962
Registered Office: C-105, Anand Niketan, New Delhi – 110 021

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adanienergysolutions.com