

[Note: The following resolution no. 4 is to be provided by the Bidding Company / Lead Member of the Consortium only]

4. FURTHER RESOLVED THAT MR/MS be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

[Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole Time Director/ Manager (supported by a specific board resolution) of the Bidding Company or the Lead Member of Consortium.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidding Company, each Member of the Bidding Consortium.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.]

Format 2

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

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

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest percent (.... %) of the total equity share capital of **SPV [which is under incorporation]** representing the entire amount proposed to be invested by[insert the name of the Bidder or Member] for the said Project, in case of failure of[Insert the name of the Bidder or Member] to make such investment".

FURTHER RESOLVED THAT,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the BPC through[Insert name of Bidding Company/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy**Company rubber stamp to be affixed****Note:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Bidding Company or Lead Member of the Consortium.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.



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

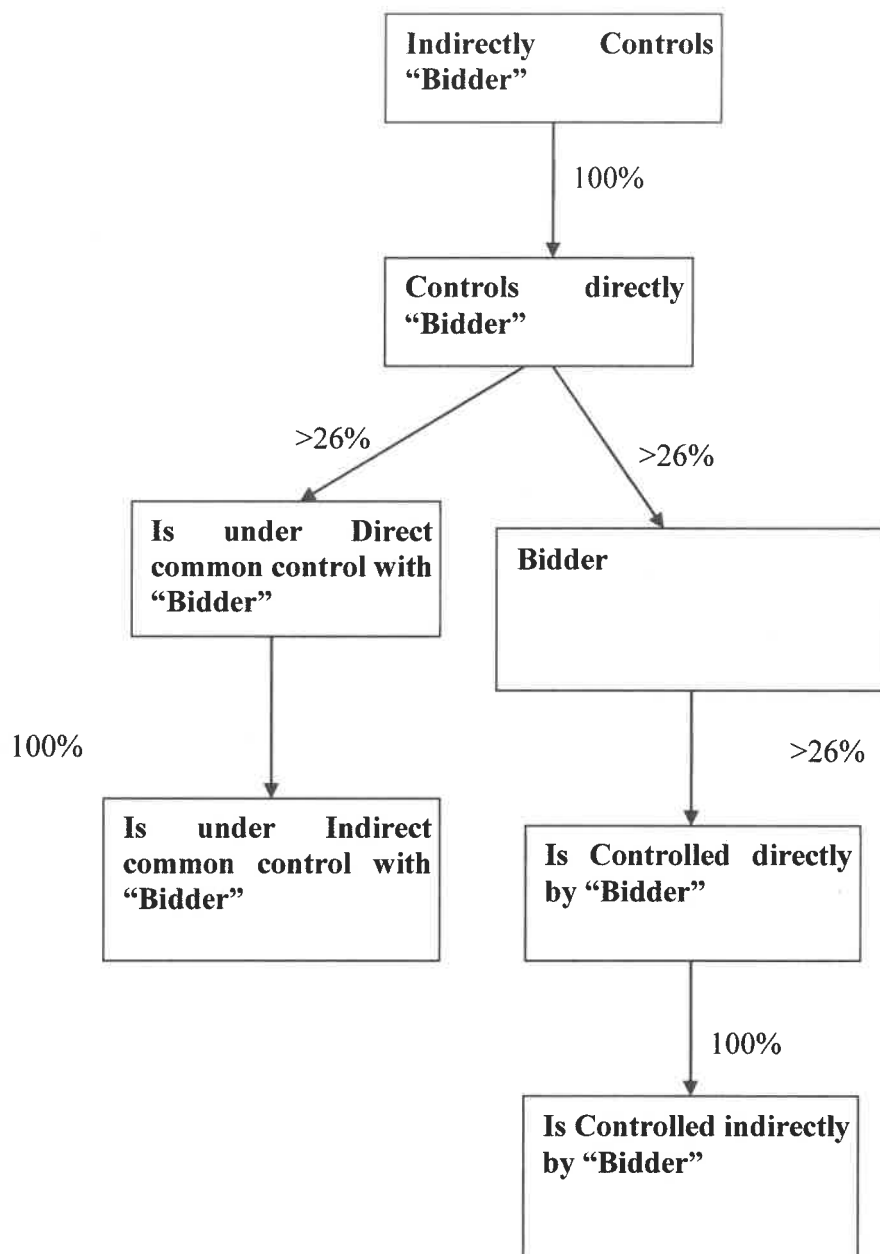
Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from 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 and 4 from the Bidder. b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity	None
Bidder himself + others (Affiliate	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder	Yes, by either Parent/ Affiliate(s) whose credentials have been used, or Ultimate



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 Parent Company and/or Ultimate Parent) in aggregate holding 100% equity		b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and/or Parent and/or Ultimate Parent investing in the equity c) Format 2 of Annexure 11 by either Parent / Affiliate(s) whose credentials have been used and /or Ultimate Parent investing in the equity	Parent



ANNEXURE 12 - FORMAT FOR ILLUSTRATION OF AFFILIATES



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

ANNEXURE 13 - FORMAT FOR DISCLOSURE**[On the letter head of Bidding Company / Each Member in a Bidding Consortium]****Date:****DISCLOSURE**

We hereby declare that the following companies with which we/ have direct or indirect relationship are also separately participating in this Bid process as per following details

S. No.	Name of the Company	Relationship
1.		
2.		
3.		

In case there is no such company please fill in the column "name of the company" as Nil.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Certified as True

.....

(Signature)**Name:****Signature & Name of authorized signatory of the Company and Stamp**

The above disclosure should be signed and certified as true by the authorized signatory of the Bidding Company or of the Member, in case of a Consortium).



ANNEXURE 14 - FORMAT OF THE BID BOND**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK
GUARANTEE FOR BID BOND**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the[Insert name of the Bidder] submitting the Bid inter alia for establishing the Intra-State transmission system for **Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILo of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant** on build, own, operate and transfer basis, in response to the RFP dated February 20, 2023 issued by PFC Consulting Limited, and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of[Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to PFC Consulting Limited or its authorized representative at _____[Address of BPC] forthwith on demand in writing from PFC Consulting Limited 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]. PFC Consulting Limited 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 PFC Consulting Limited 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 PFC Consulting Limited 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 PFC Consulting Limited or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank



have any recourse against PFC Consulting Limited 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 PFC Consulting Limited 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 PFC Consulting Limited 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 PFC Consulting Limited 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

Signature:

Name:

2.
Name and Address

Designation with Stamp:

Signature

Attorney as per power of attorney

No.....

PFC Consulting Limited

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For:

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

Banker's Stamp and Full Address:

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

Notes:

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



ANNEXURE 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(s) and PFC Consulting Limited, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the.....[Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Long Term Transmission Customer(s) at..... [Insert Place and Address of the Long Term Transmission Customer(s) indicated in TSA] forthwith on demand in writing from the Long Term Transmission Customer(s) 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(s) 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(s), 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(s).

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **SPV [which is under incorporation]**, ... [Insert name of the Selected Bidder], ... [Insert name of the TSP] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer(s) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer(s) 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(s) shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **SPV [which is under incorporation]** or the Selected Bidder, to make any claim against or any demand on **SPV [which is under incorporation]** or the Selected Bidder, as the case may be, or to give any notice to **SPV [which is under incorporation]** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customer(s) or to exercise, levy or enforce any distress, diligence or other process against **SPV [which is under incorporation]** or the Selected Bidder, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer(s) 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(s) 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(s) serves upon us a written claim or demand.

In witness where of:

Signature.....

Name:

Power of attorney No.:

.....

PFC Consulting Limited

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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;	



Technical Bid Submission Requirements	Response (Yes / No)
b. Calculation sheets, detailing computation of capital expenditure of projects and revenue received in construction projects considered for meeting Qualification Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / Lead Member in case of Bidding Consortium / TEE in cases where credentials of TEE is taken; 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.	



Technical Bid Submission Requirements	Response (Yes / No)
15. Initialing of all pages of Technical Bid by the Authorized Signatory in whose favour the POA (Annexure 3) has been executed. 16. Format for Illustration of Affiliates at the most seven (7) days prior to the Bid Deadline, duly certified by Company Secretary and supported by documentary evidence. 17. Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC etc. submitted as documentary evidence along with Annexure 12. 18. Format for Disclosure by Bidding Company / each Member of the Consortium. 19. Format for Affidavit by the Bidding Company / each Member of the Consortium 20. Format for Authorization submitted in Non-Judicial stamp paper duly notarized. 21. Bidders Undertaking and details of Equity Investment 22. Proof of Payment of RFP Fees 23. Bid Bond 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)

PFC Consulting Limited

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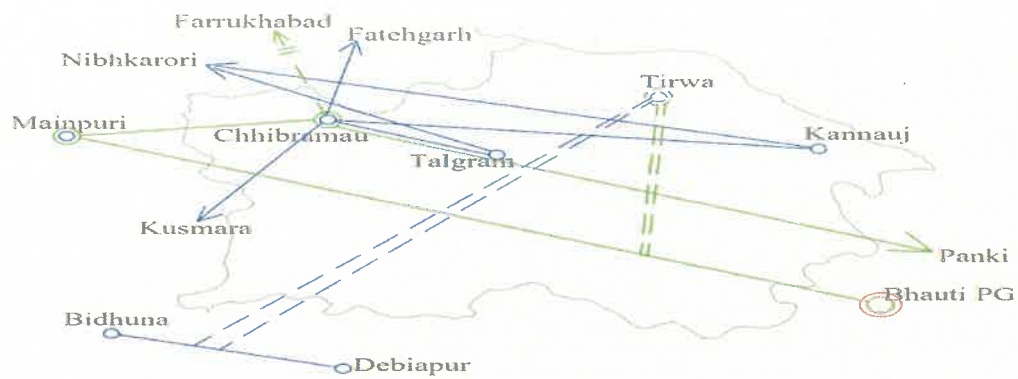
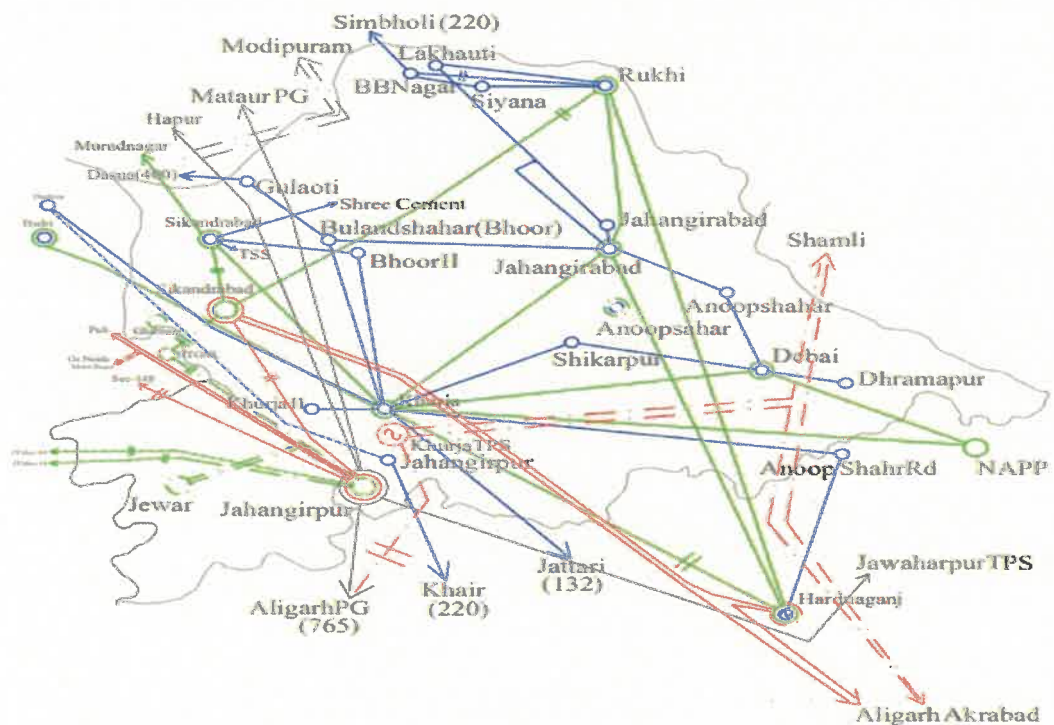
ANNEXURE 17 – LIST OF BANKS

The list of banks shall include all Scheduled Commercial Banks as per Second Schedule of RBI Act-1934 and any amendments thereof.

Note:

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



ANNEXURE 18 - GRID MAP OF THE PROJECT**Transmission Network of District Kannauj****Transmission Network of Bulandshahr**

ANNEXURE 19 - FORMAT FOR CLARIFICATIONS / AMENDMENTS ON THE RFP / RFP PROJECT DOCUMENTS

S. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

Signature

Name.....

For

Bidder's Rubber Stamp and Full Address.

(Note: This format shall be used for submission of requests for clarifications/ amendments on the draft RFP Project Documents as per the provisions of Clause 2.3.1)

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ANNEXURE 20 - LIST FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1: TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2: SHARE PURCHASE AGREEMENT (Provided Separately)

.....



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)

PFC Consulting Limited

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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 CUSTOMERS

Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in %)
1.	Paschimanchal Vidyut Vitran Nigam Ltd.	Hydel Colony, Victoria Park, Meerut-250001 E-mail: md@pvvnl.org Fax: 0121-2666062 Phone: 0121-2665734	Companies Act	31%
2.	Madhyanchal Vidyut Vitran Nigam Ltd.	4A Gokhale Marg, Lucknow-226001 E-mail: md.mvvnl2010@gmail.com Fax: 0522-2208769 Phone: 0522-2208737	Companies Act	21%
3.	Purvanchal Vidyut Vitran Nigam Ltd.	Vidyut Nagar, Bhikharipur, P.O. DLW, Varanasi-221010 E-mail: mdpurvanchalvvn@gmail.com Fax: 0542-2319158 Phone: 0542-2318437	Companies Act	23%
4.	Dakshinanchal Vidyut Vitran Nigam Ltd.	Urja Bhawan, NH-2 (Agra-Delhi bypass Road) Sikandra Agra-282002 E-mail: dvvnmd@gmail.com Fax: 0562-2605465 Phone: 0562-2605699	Companies Act	22%
5.	Kanpur Electricity Supply Co. Ltd.	Kesa House, 14/17 Civil Lines, Kanpur - 208001 E-mail: md@kesco.co.in Phone: 0512-2530832	Companies Act	3%



ANNEXURE A**Technical Details with respect to electronic bidding****Registration Methodology**

In order to submit online bids in the e-bidding process for selection of Transmission Service Provider, interested Bidders are required to register themselves with the e-procurement website of MSTC Limited namely www.mstcecommerce.com/eprochome/tsp/index.jsp. To register with the website, the Bidder is required to fill up the online form available under the link Register as Vendor in the above website and fill up the same and click on Submit.

During this process, the Bidder shall create his user id and password and keep note of the same. The Bidder shall ensure that the secrecy of his user id and password is maintained at all time and he/she shall alone be responsible for any misuse of the user id and password.

The Bidder may check the details entered by it before final submission. On successful submission of the online registration Form, the Bidder shall receive a confirmation mail in the registered email address advising the Bidder to submit the following documents.

- i. Self attested Income Tax PAN Card. In case of a registered Company or Firm, the Firm's PAN card and in case of a proprietorship firm, proprietor's personal PAN card is required. In case of partnership firm, PAN of the firm and that of the authorized partner are to be submitted.
- ii. Copy of the confirmation email Letter received from MSTC after successful completion of on-line registration.
- iii. A non-refundable registration fee of Rs.10,000/- plus GST as per applicable rate to be paid online. The account details will be available in the System generated email sent by MSTC post registration.

Please provide details of payment made like UTR No, remitting bank name, date of payment and amount in the covering letter.

The Bidder shall have to submit all the above documents to MSTC Limited for verification and activation of their login ids. The Bidders should send scanned copies of the above documents to the designated email id only which is given below.

tsp@mstcindia.co.in



It may be noted that Bidders need not visit any of the offices of MSTC Limited for submission of the documents.

Contact persons of MSTC Limited:

Ms. Archana Juneja
9990673698

Mr. Setu Dutt Sharma
7878055855

Once the complete set of documents and requisite registration fee are received from a Bidder, MSTC shall activate the Bidder's login after verification / scrutiny of the documents. MSTC Limited reserves the right to call for additional documents from the Bidder if needed and the Bidder shall be obliged to submit the same.

On completion of the above stated registration process, a Bidder shall be able to login to MSTC's website.



ANNEXURE B

Draft Pre-Award Integrity Pact

GENERAL

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

WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State transmission system for **"Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant"** 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.
- 32 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.
 - 33 The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.
 - 34 The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid .
 - 35 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.
 - 36 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.
 - 37 The Bidder will not collude with other parties interested in the bidding process to impair the transparency, fairness and progress of the bidding process.
 - 38 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 39 The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on



to others, any information provided by the BPC as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BPC.

4. Previous Transgression

- 4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the bidding process.
- 4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Bid Bond (Security Deposit)

Along with the technical bid, the Bidder shall submit Bid Bond for an amount of **Rs. 3.75 Crore (Rupees Three Crore Seventy Five Lakh Only)** issued by any Banks from the list provided in RFP Document as Earnest Money/Security Deposit, with the BPC.

- 5.1 The Earnest Money/Security Deposit shall be valid & retained by the BPC for such period as specified in the RFP Document.
- 5.2 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 any one of the following actions, wherever required:-
- (i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
 - (ii) The Bid Bond (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the award, if already awarded, without giving any compensation to the Bidder.
 - (iv) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.
 - (v) To debar the Bidder from participation in any tender or RFP issued by any BPC for an indefinite period.
 - (vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.
- 6.2 The BPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BPC to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

- 7.1 The BPC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the



Monitors to be given).

Sh. Atul Sobti (Ex-CMD, BHEL)
Director General SCOPE
F-497, Vikaspuri,
New Delhi-110018

- 72 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.
- 73 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 74 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 75 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.
- 76 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 confidentiality. [As all the bid documents are with BPC only]
- 77 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.
- 78 The Monitor will submit a written report to the designated Authority of the BPC/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BPC / Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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



9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

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

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

12 The Parties hereby sign this Integrity Pact at _____ on _____

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

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

- 1.0 The Tower shall be fully galvanized using mild steel or/ and high tensile steel sections. Bolts and nuts with spring washer are to be used for connection.
- 2.0 IS Steel section of tested quality in conformity with IS 2062:2011, grade E 250 (Designated Yield Strength 250 MPa) and/or grade E 350 (Designated Yield Strength 350 MPa) are to be used in towers, extensions, gantry structures and stub setting templates. However, use of steel grade having designated yield strength more than 350 MPa is not permitted. The steel used for fabrication of towers shall be manufactured by primary steel producers only.
- 3.0 Towers shall be designed as per IS-802:2015. However, drag coefficient of the tower shall be as follows:-

Sl No.	Solidity Ratio Φ	Force Coefficient, C_t		
		Flat Sided Members	Circular Sect	
			Sub-Critical	Super Critical
			Flow ($DV_d < 6 \text{ m}^2/\text{s}$)	Flow ($DV_d \geq 6 \text{ m}^2/\text{s}$)
(1)	(2)	(3)	(4)	(5)
i)	0.1	1.9	1.2	0.7
ii)	0.2	1.8	1.2	0.8
iii)	0.3	1.7	1.2	0.8
iv)	0.4	1.7	1.1	0.8
v)	0.5	1.6	1.1	0.8
vi)	0.75	1.6	1.5	1.4
vii)	1.00	2.0	2.0	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.

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

Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol. 1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of high intensity winds (HIW) due to thunderstorms, dust-storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line.

Towers with more than two sub-conductors per phase up to 400 kV shall be designed for reliability for reliability level 2.

4.0

- 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 power line crossing of 132 kV and 220 kV voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
- C. For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
- D. For crossing of railways, national highways and state highways, transmission line with large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of crossing.

5.0 The conductor configuration shall be as follows:

5.1 For transmission lines with ACSR conductor

Transmission line		ACSR Conductor specified	Sub- Conductor Spacing
400kV (Twin transmission lines	D/C Moose)	Moose: Stranding 54/3.53mm- Al + 7/3.53 mm- Steel, 597sq mm, Total	450mm

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Transmission line	ACSR Conductor specified	Sub- Conductor Spacing
	Sectional Area, 31.77mm diameter	
220kV transmission lines	Zebra: Stranding 54/3.18mm-Al + 7/3.18mm-Steel, Total Sectional Area 28.62mm diameter	NA
132kV transmission lines	Panther: Stranding 30/3.00mm-Al +7/3.00 mm-Steel, Total Sectional Area 21.00mm diameter	NA

Note: The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for ACSR only.

- 6.0 The required phase to phase spacing and horizontal spacing for 400 kV D/C line shall be governed by the tower design as well as minimum live metal clearances for 400 kV voltage level respectively under different insulator swing angles.

For 400 kV transmission lines:

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

- (i) Under stationary condition
From tower body:
For 400 kV D/C : 3.05 m

- (ii) Under swing conditions:

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

The phase to phase spacing for 400 kV D/C line shall not be less than 8.0 m.

For 220 kV Transmission Lines:

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

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

Wind pressure Condition	Minimum electrical
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	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 spacing for 220 kV D/C Line shall be not less than 5m.

For 132 kV Transmission Lines:

The minimum live metal clearances for 132 kV D/C transmission line shall be considered as follows:

- (i) Under stationary conditions
From tower body: 1.53m
- (ii) Under swing conditions

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

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

- 7.0 The minimum ground clearance for 400 kV D/C transmission lines shall be 8.84 m, for 220kV D/C line shall be 7.015m and for 132kV D/C line shall be 6.10m 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.
- 8.0 The minimum mid span separation between earth wire and conductor shall be 9.0 m for 400 kV D/C transmission lines, 8.5m for 220kV D/C transmission lines and 6.1m for 132kV D/C transmission lines. Shielding angle shall not exceed 20 deg for 400 kV D/C line D/C transmission lines & 30deg for 220kV D/C lines and 132 kV D/C lines.
- 9.0 Transposition is to be done for all transmission lines whose length is greater than 100 km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions. Transposition of the transmission line after construction of LILO shall be maintained by developer.
- 10.0 The switching impulse withstand voltage (wet) for 400 kV line shall be 1050 kVp. Lightning impulse withstand voltage (dry) for 400kV line shall be 1550 kVp, for 220kV line shall be 1050kVp & for 132kV line shall be 650kVp.



- 11.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV, 50kA for 1sec for 220kV and 40Ka for 132kV.
- 12.0 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.
- 13.0 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. If the value (before stringing) has been recorded higher than 10 ohm, earthing shall be changed to Counterpoise type. Additional earthing shall be provided on every 7 to 8 kms distance at tension tower for direct earthing of both shield wires.
- 14.0 The factors of safety for design of towers/ Monopoles and extensions shall be as under:-

Normal condition -1.1

Broken wire condition -1.1

- 15.0 The minimum factors of safety/load factor based on the ultimate strength of the foundation material when the towers are under full Ultimate loads under conditions of loadings combine with the other loads specific for the foundations shall be as given below :-

Normal condition -1.2

Broken wire condition -1.2

The above factors of safety will be considered on design loads of tower without factor of safety (1.1)

- 16.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth & 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.
- 17.0 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.
- 18.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line.



- 19.0 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).
- 20.0 For transmission line sections passing within a distance of 50 km from the boundary of the two wind zones, higher of the two wind zone shall be considered for design of towers located in such sections.



SPECIFIC TECHNICAL REQUIREMENT FOR SUBSTATION

The proposed 220 kV Tirwa (Kannauj) (2×160+2×63MVA) substation shall be Air Insulated Substation (AIS).

1.0 Salient features of 220/132/33 kV substation equipments and facilities

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

2.0 TRANSFORMER

(A) 220/132 kV 160MVA Transformer

The transformers shall conform in all respect to latest edition of IS 2026 and CBIP specification except where specified otherwise. The transformer shall be core type, oil immersed, suitable for outdoor installation, suitable for continuous duty. The transformer shall be suitable for bi-directional flow of rated powers.

Both 220KV and 132KV systems, where these transformers are to be used are effectively earthed.

The rating and electrical characteristics of transformers shall be as follows:-

i.	Maximum continuous capacity	160 MVA
ii.	Frequency	50 C/s
iii.	No. of phase	three
iv.	Rated Voltage of HV winding	220 KV
v.	Rated Voltage of IV winding	132 KV
vi.	Rated voltage of Auxiliary winding	11 KV
vii.	Percentage impedance	
	a) HV to IV at normal tap No. 13 at 100% rating.	10% (±7.5%)
	b) HV to IV at tap No. 1 at 100% rating.	11% (±10%)
	c) HV to IV at Tap No. 17 at 100% rating.	11% (±10%)
	d) HV to tertiary	60% (min.)



	e) IV to tertiary	45% (min.)
viii.	Connections	
	a) Series and common winding	Star
	b) Auxiliary winding	delta
ix.	Reference voltage group and terminal markings	HV/IV/Tertiary YNa0d11.
x.	On load taps equal steps of	(-5%) to (+15%) in 1.25% each for IV variation.
xi.	Polarity	Subtractive
xii.	Type of Cooling	ONAN- 96MVA/ONAF- 128MVA/OF- 160MVA
xiii.	Rated capacity of auxiliary winding (Loaded)	45 MVA
xiv.	D.C. Voltage for relays etc.	110 V/220V DC (as required)

(B) 132/33 kV 63MVA Transformer

The transformers shall conform in all respects to IS-2026 / 2009 & 2011 or latest amendment thereof, and CBIP specification except where specified otherwise.

The transformers shall have core type construction, ONAN, ONAF cooled and shall be suitable for outdoor service.

The salient rating and electrical characteristics of the transformer shall be as follows:-

	Design Max. Ambient Air Temperature.	50°C
i.	Max. Continuous capacity (MVA)	63
ii.	Normal Continuous capacity (MVA)	ONAN-50.40 MVA / ONAF-63MVA
iii.	Type of cooling	ONAN / ONAF
iv.	Rated voltage of HV winding (KV)	132
v.	Rated voltage of LV winding (KV)	33
vi.	Frequency (C/S)	50
vii.	No. of phases	Three
viii.	HV to LV Percentage impedance on rated MVA base at rated current and frequency at 75°C winding Temp.(at normal tap)	13.75% ± 3%



ix.	Connections	
a	HV winding	Star
b	LV winding	Star
x.	Vector Group	YN-yn0
xi.	On Load Tap Changer	Min. 500 Amp.
xii.	Earthing	Both sides effectively earthed.
xiii.	Limit for hot spot temp. for which the T/F is designed	140°C
xiv.	Temp. gradient between winding & oil	20°C average
xv.	Voltage to earth for which the star point will be insulated	38KV rms & 95KV p
xvi.	Over voltage operating capacity and duration	
a	110 % of rated voltage	continuous
b	125 % of rated voltage	For 60 sec,
c	140 % of rated voltage	For 5 sec.
xvii.	Type of Transformer	Core Type
xviii.	Core	
a	Material of Core lamination	CRGO silicon steel
b	Thickness of lamination	0.27mm
xix.	System Short circuit level & duration for which the Transformer shall be capable to be withstand the stresses	31.5 KA for 03 sec.

(C) 250 KVA 33 /0.4 kV STATION TRANSFORMER

The transformers shall conform in all respects to ISS – 2026 2011 or latest amendment thereof, and CBIP specification except where specified otherwise.

3.0 INSULATION

The dielectric strength of winding insulation and of the bushing shall conform to the values given in IS 2026-1977 except where specially required more.

System Voltage	Impulse test Voltage	One minute power frequency voltage withstand test
245 KV	950 KV	395 KV
145 KV	550 KV	230 KV
36 KV	170 KVp	70KV rms
11 KV (Tertiary)	170 KV	70 KV
Neutral	95 KV	38 KV



4.0 SWITCHING SCHEMES

It is essential that the system should remain secured even under conditions of major equipment or bus bar failure. Sub-station been the main connection for 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.

Substation	220 kV side	132 kV side	33 kV side
220 kV Tirwa (Kannauj) (2×160+2×63MVA) substation	Double Main Bus System	Double Main Bus System	Single Main Bus System

5.0 245 KV & 145 KV SF6 CIRCUIT BREAKERS

The Circuit Breaker shall comply to IEC 62271-100 and IS-13118 or latest amendment in general.

PRINCIPAL PARAMETERS

(A) FOR 245 KV SF6 CIRCUIT BREAKERS

Rated nominal system voltage	220KV
Rated voltage	245KV
Rating of C.B.	MVA
Rated frequency	50 Hz
System neutral earthing	Effectively earthed
Type of C.B.	SF 6
No. of poles	3 – (pole operated)
Installation	Outdoor
Rated normal current	3150 Amp.
Rated short circuit breaking	1. RMS value of A.C. component current of the rated short circuit breaking current 40 kA for 3 Sec. 2. D.C. component as per IEC-62210
Rated duration of short circuit	3 Sec.
Transient frequency voltage	The rated transient recovery voltage of the breaker shall be used on 4 parameter method as defined in IEC 62210



Terminal faults	1 st pole of clear factor 1.3 value of 4 parameter as per IEC62210
Short line fault	As per IEC
Rated short circuit making capacity (peak)	100 kA
Operation duly cycle	0-t-co-t ₁ -co t = 0.3 Sec. t ₁ = 3 min.
Total breaking time	3 cycles
1.2/50 microsecond lightning impulse withstandvoltage to earth	1050 KV (min.)
One minute power frequency dry withstandvoltage to earth	460 KV (RMS)
Temperature rise	Final Steady State Temperature rise of current carrying part shall not exceed the limits specified in IEC 62210 with a site reference ambient temperature of 50°C
Operating mechanism	Spring/Electro pneumatic.
Type of tripping	Trip free
Number of auxiliary contacts	12 Nos NO. and 12 Nos NC
No. of trip coils	2 Nos.
No. of closing coils	1 No.
Breaking line charging current	125 Amps. at 245KV
Interrupting capacity in KA for kilometric faults	40 KA (RMS)
Arcing time (at 100% interruption capacity)	25 milliseconds.
Minimum dead time	300 milliseconds.
No. of break per phase	One
Tripping and closing control circuit voltage	110 V.DC
First pole to clear factor	1.3
(B) FOR 145 kV SF6 Circuit Breakers	
Rated nominal system voltage	132KV
Rated voltage	145KV
Rating of C.B.	7900 MVA
Rated frequency	50 Hz
System neutral earthing effectively earthed	



Type of C.B.	SF 6
No. of poles	3 – (gang operated)
Installation	Outdoor
Rated normal current	1250 Amp.
Rated short circuit breaking	1. RMS value of A.C. component current of the rated short circuit breaking current 31.5KV for 3 Sec. 2. D.C. component as per IEC-62271 – 100
Rated duration of short circuit	3 Sec.
Transient frequency voltage	The rated transient recovery voltage of the breaker shall be used on 4 parameters method as defined in IEC 62271-100
Terminal faults	1 st pole of clear factor 1.5 value of 4 parameter as per IEC62210
Short line fault	As per IEC
Rated short circuit making capacity (peak)	80 KA
Operation duty cycle	0-t-co-t ₁ -co t = 0.3 Sec. t ₁ = 3 min.
Total breaking time	3 cycles
1.2/50 microsecond lightning impulse withstand voltage to earth	650 KV (min.)
One minute power frequency dry withstand voltage to earth	275 KV (RMS)
Temperature rise	Final Steady State Temperature rise of current carrying part shall not exceed the limits specified in IEC62271-100 with a site reference ambient temperature of 50°C



Operating mechanism	Mechanical spring/Electro pneumatic.
Type of tripping	Trip free
Number of auxiliary contacts	12 Nos NO. and 12 Nos NC
No. of trip coils	2 Nos.
No. of closing coils	1 No.
Breaking line charging current	50 Amps. at 145KV
Interrupting capacity in KA for kilometric faults	31.5 KA (RMS)
Arcing time (at 100% interruption capacity)	25 milliseconds.
Minimum dead time	300 milliseconds.
No. of break per phase	One
Tripping and closing control circuit voltage	110 V.DC

6.0 36 KV VACUUM CIRCUIT BREAKERS STANDARD

The 36KV Vacuum circuit breaker shall comply with the requirements of latest issue of IEC-62210 except where specified otherwise in this specification. Equipment having better quality than the standards mentioned may also be considered provided documentary evidences are furnished.

PRINCIPLE PARAMETERS

The 36KV Vacuum circuit breaker shall be suitable for outdoor operation in solidly grounded system under climatic conditions specified and should have the following ratings:-

i)	Nominal system voltage	33 KV
ii)	Highest system voltage	36 KV
iii)	Rated voltage	36 KV
iv)	Interrupting capacity	1000 KVA
v)	Rated normal current	1250 A
vi)	Rated frequency	50 c/s
vii)	Rated basic insulation level	170 KV
viii)	Rated short circuit current	25 KA
ix)	Rated short circuit making current	35kA
x)	Rated operating sequence	0-0.3 Sec-Co-3 min-Co



- xi) Total break time for any current up to the rated breaking current 5-6 c/s
- xii) control circuit voltage 110 VDC

7.0 245 KV/145KV/36KV CURRENT TRANSFORMERS STANDARDS :

Except as modified in this specification, the Current Transformers and accessories shall be in accordance with IEC Publication 185 or latest editions.

TYPE & RATING :

The CTs should be of the outdoor type, single phase, 50 c/s, oil immersed, self cooled, hermetically sealed, suitable for operation in humid atmosphere in the tropical sun with climatic conditions as indicated in Clause 4.0 of General Technical Requirements. The CTs should also be suitable for use in area subject to heavy lightning storms.

The CTs shall comply with requirements indicated below :-

S. No.	Particulars	245 KV CTs	145 KV CTs	36 KV CTs
1.	Nominal system voltage	220 KV (r.m.s.)	132 KV (r.m.s.)	33 KV(r.m.s.)
2.	Highest system voltage	245 KV (r.m.s.)	145 KV (r.m.s.)	36 KV(r.m.s.)
3.	Frequency	50 Hz	50 Hz	50 Hz
4.	Earthing of system	Effective	Effective	Effective
5.	Insulation level (BIL)	1050 KV (peak)	650 KV (peak)	170 KV (peak)
6.	Transformation ratio	1000/800/500/300/1A	800- 500/1A (For 160 MVA T/F) 400-200-100/1A (For 40 MVA T/F) 800-400-200/1A (For Feeders)	400-200/1A (For Feeders) Two cores. 800-400/1A (For T/F) Three cores.
7.	No. of cores	Five	Three	Two /Three
8.	Short time current rating (Corresponding to 6500 MVA-fault level)	40 KA for 3 sec.	31.5 KA for 3 sec.	25 KA for 3 sec.
9.	Creepage distance of bushing.	6125 mm (min.)	3625 mm (min.)	900 mm (min)



S. No.	Particulars	245 KV CTs	145 KV CTs	36 KV CTs
10.	Ratio selection	Primary reconnection & Secondary tapings.	Primary reconnection & secondary tapings	Primary reconnection & secondary tapings.
11.	Continuous primary current	120% of rated primary current.	125% of rated Primary current.	120% of rated primary current.
12.	Short time primary current.	Twice rated current.	Twice the rated current.	Twice the rated current.
13.	Continuous secondary current rating.	120%	2 Amps.	2 Amps. (min.)
14.	Rated withstand dynamic current (2.5) times of short time current rating.	100 KA (peak)	78.5 KA (peak)	62.5 KA (Peak)
15.	One minute power frequency withstand voltage (KV)	460 KV	275 KV	70 KV

8.0 245 KV CAPACITOR VOLTAGE TRANSFORMERS

STANDARDS:

Unless otherwise specified elsewhere in this specification, the rating as well as performance and testing of the 245 KV Capacitor Voltage Transformers along with associated accessories shall conform IS: 3156 (part IV) or latest issues/amendments of standards.

PRINCIPAL TECHNICAL PARAMETERS

The Voltage Transformers shall conform to the following specific parameters:

Sl. No	Parameters	Specification
1	2	3
1.	Type of installation	Single Phase, Oil filled hermetically sealed and outdoor types
2.	Type of mounting	Pedestal type
3.	Suitable for system frequency	50 Hz $\pm$ 5%
4.	Highest system Voltage	245 Kv



Sl. No	Parameters	Specification
5.	Transformation ratio on all windings	220,000 / 110 $\sqrt{3}$ $\sqrt{3}$
6.	Method of earthing	Effectively earthed
7.	1.2/50 micro second lightning impulse withstand voltage kV (peak)	1050
8.	1 minute dry power frequency withstand voltage kV (rms)	460
9.	Min. Creepage Distance mm.	6125
10.	Radio interference Voltage at 266 kV	Not exceeding 500 micro volts

9.0 145 KV POTENTIAL TRANSFORMERS STANDARDS :

Unless otherwise specified elsewhere in this specification, the rating as well as performance and testing of the 145 KV Potential Transformers along with associated accessories shall conform IS:3156:1992 or latest issues/amendments of standards.

PRINCIPAL TECHNICAL PARAMETERS

The Potential Transformers shall conform to the following specific parameters:

Sl. No	Parameters	Specification
1.	Type of installation	Single phase, Oil immersed, self cooled, Hermetically sealed, Outdoor type.
2.	Type of mounting	Mounting on steel structures
3.	Suitable for system frequency	50 Hz $\pm$ 5%
4.	Highest system voltage	145 kV
5.	Transformation ratio on all windings	<u>132,000 / 110</u> $\sqrt{3}$ / $\sqrt{3}$
6.	Method of earthing	Solidly Grounded
7.	1.2/50 micro second lightning impulse withstand voltage kV (peak)	650



8.	1 minute dry power frequency withstand voltage kV (rms)	275
9.	One minute power frequency withstand voltage on secondary	3 kV
10.	Min. Creepage Distance mm.	3625

10.0 36KV POTENTIAL TRANSFORMERS

Type & Rating :

The potential transformers shall be outdoor type, single phase, oil immersed, self cooled, suitable for operation on three phase, 50 c/s, 33 KV Solidly Grounded system where the short circuit level of the system is of the order of 1000 MVA under the tropical climate conditions specified under General Requirement of Specification.

The potential transformers should have the following ratings:-

1. Rated Voltage	33 KV
2. Nominal System Voltage	33 KV
3. Highest System Voltage	36 KV
4. Type of Supply	3- Phase A.C.
5. Frequency	50 Cycles/sec.
6. Earthing	Solidly Grounded
7. No. of Secondary Windings	Two
8. Transformation Ratio:	Winding – I & II 33 KV/V ₃ / 110 Volt/V ₃
9. Rated Burden:	
Each Winding – I	50 VA
Each Winding –II	50 VA
10. Accuracy Class:	



Winding – I	0.2
Metering Winding – II	3P for protection

11. Basic Insulation Level (Impulse) 170 KV (Peak)
12. Creep age distance 900 mm (minimum)
13. Rated Voltage Factor:
 - (a) Continuous 1.1
 - (b) 30 seconds 1.5
14. Service Conditions Outdoor, direct in Sun service.

11.0 245 AND 145 KV MOTOR OPERATED ISOLATORS

STANDARDS

The Isolators shall conform to IS-2544 or latest revisions with amendments available of relevant standards.

TYPE OF ISOLATORS

This specification covers following type of isolators-

- Bus isolators
- Line isolators
- Tandem isolators

12.0 36 kV ISOLATORS

TYPE OF ISOLATORS

- a) Three phase, 1250 A, 36 kV manually operated, Standard isolators without earth switch.
- b) Three phase, 1250 A, 36 kV manually operated, Standard isolators with one earth switch.

PRINCIPAL PARAMETERS

<u>Sl. No.</u>	<u>DETAILS</u>	<u>36 kV Isolator</u>
1	Rated Voltage	36 kV
2	System frequency	50 Hz
3	System Earthing	Effectively earthed
4	Type of Isolator	Outdoor, Horizontal air break suitable



		for upright mounting
5	Continuous current rating	1250 A
6	Operating mechanism	Manual
7	Phase to phase spacing	1500 mm
8	Rated short time withstand current	25 kA (rms)
9	Rated peak short circuit current	62.5 kA (peak)
10	Temperature rise	As per IEC-129 derated for an ambient of 50°C
11	Seismic co-efficient	0.3 g.
12.	1.2/50 microsecond full wave positive and negative impulse withstand voltage to earth	70 kV (peak)
13.	One minute power frequency withstand voltage dry & wet to earth	70 kV (rms)
14.	Auxiliary Contacts	4 normally open and 4 normally closed.
15	Insulation level of insulators	
	i) Impulse voltage withstand test (1.2/50 micro second full wave)	170 kV (peak)
	ii) Power frequency withstand voltage to earth (dry & wet)	70 kV (rms)
16	Creepage distance of insulators :	
	i) Total	900 mm
	ii) Protected	450 mm
17	Minimum strength :	Suitable to withstand wind, short circuit and operating forces
	i) Torsional	
	ii) Cantilever	
18	Interlocks with circuit breaker	1 set of electrical and castel type interlocks.
19	Type of contacts	Hard drawn electrolytic copper



- with silver plating
- 20 Conductor take off Horizontal/vertical according to actual requirement.
21. Phase-to phase clearance 1500 mm

13.0 245/145/36KV SOLID CORE POST INSULATORS

STANDARDS

Insulators should conform to the latest publications of IS 2544 & IEC in all respects except BIL which should be 1050 kVp for 245 kV, and 650 kVp for 145 kV withstand. Equipment meeting any other authoritative standards which ensures equal or better quality than the IS mentioned above, is also acceptable.

REQUIREMENT FOR INSULATORS

(A) FOR 245 AND 145 KV POST INSULATORS

1)	Nominal voltage	: 245 KV	145 kV
2)	Highest system voltage	: 245 KV	145 kV
3)	System frequency	: 50Hz.	50 Hz.
4)	Number of phases	: 3 (Three)	3 (Three)
5)	Neutral	: Effectively earthed	Effectively earthed
6)	Short circuit current	: 40.0 KA	31.5 KA
7)	Phase to phase spacing	: 4.5 meters	3.0 meters
8)	Height of the insulator support Structure.	: 2750 mm.	2750 mm
9)	PCD of Top Flange	: 127 mm.	127 mm
10)	PCD of Bottom Flange	: 184 ± .2 mm.	184±.2 mm
11)	BIL	: 1050 KV	650 mm
12)	Height of insulator	: 2300.00mm	1500 mm

(B) FOR 36 KV POST INSULATORS

1)	Nominal voltage	: 36 KV
2)	Highest system voltage	: 36 KV
3)	System frequency	: 50Hz.
4)	Number of phases	: 3 (Three)
5)	Neutral	: Effectively earthed
6)	Short circuit current	: 25.0 KA
7)	Phase to phase spacing	: 1.5 meters



8)	Height of the insulator support structure	: 2750 mm
9)	PCD of Top Flange	: 127 mm
10)	BIL	: 250 kV
11)	Height of insulator	: 508.00 mm



14.0 198 KV/120 KV/30 KV 10KA METAL OXIDE GAPLESS SURGE ARRESTERS**STANDARDS**

The Lightning Arrester shall conform to IEC 99 – 4 or latest revision with amendments available of the relevant standards.

PRINCIPAL PARAMETERS

a)	Rated system voltage	245 KV	145 KV	36 KV
b)	System neutral earthing	Effectively earthed		
c)	Installation	Outdoor		
d)	Rated arrester voltage	198 KV	120 KV	30 KV
e)	Max. continuous operating voltage (MCOV) at 500C	168 KV	102 KV	24 KV
f)	Nominal discharge current	10 KA (8/20 microwave)		
g)	Rated frequency	50 Hz		
h)	Minimum line discharge capacity	2 KJ / KV		
i)	Power frequency reference voltage	Not less than MCOV		
j)	Max. Residual voltage at nominal discharge current of 10 KA and 8/20 Micro Sec.	550 KVP	400 KVP	100 KVP
k)	Peak & value of high current (4/10 Microwave)	100 KA		
l)	Creepage distance	25 mm/KV		
m)	Partial discharge test on 1.05 MCOV	Net more than 50 Pico coulombs		
n)	One minute power frequency voltage of arrester housing	460 KV	275 KV	70 KV
o)	Impulse withstand voltage of arrester housing with 1.2/50 micro second wave.	1050 KVP	650 KVP	170 KVP
p)	Minimum prospective fault current.	40 KA		
q)	Radio interference voltage	Not more than 500 micro volts.		
r)	Pressure relief class	Class-A		
s)	Current for pressure relief.	40 KA		
t)	Seismic acceleration	0.3 g.		
u)	Long duration discharge class	Class 3 (as per IEC)		



15.0 RELAYS

All relays shall conform to the requirements of IS: 3231 or other applicable approved standards. Relays shall be suitable for flush or semi-flush mounting on the front with connections from the rear. Relays shall be rectangular in shape and shall have dust tight, dull black or egg shell black enamel painted cases with transparent cover removable from the front.

16.0 TRANSMISSION LINE PROTECTION

The Line Protection Relays are required to protect the line and clear the faults on line within shortest possible time with reliability, selectivity and full sensitivity to all type of faults on lines. The general concept is to have primary & back up protection having equal performance requirement especially in respect of time as provided by Main protection called Main and Backup Protection.

17.0 PLCC

Power line carrier communication (PLCC) equipment complete for speech transmission line, tele-protection commands and data channels shall be provided on each 220 kV and 132 kV transmission lines. The protection for transmission line and the line compensated equipment shall have 100% backup communication channels. The PLCC equipments shall in brief include the following:-

Coupling Device, line traps, carrier terminals, protection couplers, HF cables, PABX and maintains and testing instruments.

A telephone exchange (PABX) of 24 lines shall be provided at new substation as means of effective communication among various buildings of the substation, remote end substation and with controls centres (RLDC/SLDC) etc.

Coupling Devices shall be suitable for 220 kV and 132 kV. Phase to Phase coupling for 220 kV and 132 kV single circuit line shall be provide. For Double circuit line inter circuit coupling can be provided. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personal and low voltage part against power frequency voltages and transient voltage shall also be provided.

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

Wherever Fiber Optic/OPGW based telecommunication terminal equipment (i.e. SDH/MUX) are being provided, 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.

Addition/Modification/Shifting/Re-commissioning etc. as required of PLCC due to LILO of transmission lines shall be covered under the scope according to element wise detailed given below:-

S. No.	Details of element (line)	Coverage under the scope
1	LILO of one circuit of 400 kV D/C(Twin Moose) Shamli - Aligarh Line at THDC (2x660 MW) Khurja Power Plant	Addition/Modification/Shifting/Re-commissioning of PLCC shall be covered under the scope
2	LILO of 220kV Mainpuri (220) - Bhauti PG (400) S/C line at 220kV Tirwa Substation	Addition/Modification/Shifting/Re-commissioning of PLCC shall be covered under the scope
3	LILO of 132kV Dibiyapur - Bidhuna S/C line at 220kV Tirwa Substation	Addition/Modification/Shifting/Re-commissioning of PLCC shall be covered under the scope

PLCC equipment for the transmission lines at serial 01, 02 & 03 covered under the package (Consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital Protection Coupler for both ends of one line segment due to LILO of existing line) shall be provided by the bidder. All other associated equipment for ends cabling, coupling device and HF cable shall be provided by the bidder. 48 kV DC Power supply for PLCC panels shall be provided by the respective substation bay owner. The wave traps, CVTs required for communications from PLCC shall be provided by respective substation owner.

18.0 Fire Fighting System

Fire Fighting System is general conforms to fire insurance regulations of India. The fire fighting system is proposed with both AC motor & diesel engine driven pumps housed in a fire fighting pump house building along with water storage tank of adequate capacity. Automatic heat actuated multisystem is proposed for transformers & reactors. 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 building etc. further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. At existing substations the fire fighting system if already available, would be extended for meeting the additional requirements.

19.0 Illumination

Adequate normal & emergency AC & DC illumination shall be provided in the control room, GIS hall & other building of the substation. The switchyard shall also be provided with adequate illumination. The entire control room building, fire fighting pump house lighting shall be done by LED based low power consumption luminaries.



20.0 Control Room

Substation control room would be provided to house substation work station for station level control along with its peripheral and recording equipment, AC & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & other panels as per requirements. Air conditioning will be provided in the building as functional requirements.



SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall conform to the following requirements.

On 220 kV and 132 kV D/C lines one OPGW containing 24 fibers is to be installed in place of conventional earth wire for grid management and substation operation purpose by STU/CTU and 48 fibers to be installed on LILO lines.

220 kV, 132 kV, 66 kV, 33 kV & 11 kV System

SL No	Description of parameters	220 kV System	132 kV System	66 kV System	33 kV System	11kV System
1.	System operating voltage	220 kV	132 kV	66 kV	33 kV	11 kV
2.	Maximum operating voltage of the system (rms)	245 kV	145 kV	72.5 kV	36 kV	12 kV
3.	Rated frequency	50	50 Hz	50 Hz	50 Hz	50 Hz
4.	No. of phase	3	3	3	3	3
5.	Rated Insulation levels					
	i. Full wave impulse withstand voltage (1.2/50 micro sec.)	1050 kVp	650 kVp	325 kVp	170 kVp	75 kVp
	ii. One minute power frequency dry and wet withstand voltage (rms)	-	275 kV	140 kV	70 kV	28 kV
6.	Corona extinction voltage	156 kV	105 kV	-	-	-
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz at 92 kV rms for 132 kV system	1000 micro-volts	500 micro-volts	-	-	-
8.	Minimum creepage distance (25mm/kV)	6125mm	3625mm	1813mm	900mm	300mm
9.	Min. Clearances					
	i. Phase to phase	2100mm	1300mm	750mm	320mm	280mm
	ii. Phase to earth	2100mm	1300mm	630mm	320mm	140mm
	iii. Sectional clearances	5000mm	4000mm	3000mm	3000mm	3000mm
10.	Rated short circuit current for 1 sec. Duration	40kA/50kA (as applicable)	31.5 kA	31.5 kA	25 kA	25 kA
	System neutral earthing	Effectively earthed	Effectively earthed	Effectively earthed	Effectively earthed	Effectively earthed







Ref. No. 04/ITP-56/22-23/RFP

February 27, 2023

To,
Secretary,
Uttar Pradesh Electricity Regulatory Commission,
Vidyut Niyamak Bhawan, Vibhuti Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Subject: Intimation about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant" and issuance of RFP Document.

Dear Sir,

UP Power Transmission Corporation Limited (UPPTCL) vide Letter of Intent (LoI) dated 19.11.2022 has appointed PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) to undertake the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant" in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The Request for Proposal (RFP) process has been initiated on February 20, 2023 with the publication of RFP notification in:

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

The same has also been made available along with the RFP documents on PFCCL website 'www.pfcclindia.com' w.e.f. February 20, 2023. It may be noted that these RFP Documents are based on the Single Stage Two Envelope (RFQ & RFP combined) based Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021 and project specific inputs furnished by UPPTCL. The last date for submission of Responses to RFP is April 25, 2023.

As per the requirements of the Guidelines (Clause 4.2 of Tariff based Competitive-bidding Guidelines for Transmission Service), we hereby intimate the Commission about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant". We are also enclosing herewith the RFP documents for your kind information, perusal and records please.

Thanking You,

Yours sincerely,

(Sanjay Nayak)
General Manager

Encl.: As Above



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पीएफसी कंसल्टिंग लिमिटेड

(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतः स्वामित्वधोन सहायक कंपनी)

PFC CONSULTING LIMITED

(A wholly owned subsidiary of Power Finance Corporation Limited)

CIN U74140DL2008GOI175858

Ref. No. 04/ITP-56/22-23/RFP

February 27, 2023

To,

Director (Works & Projects)
U.P Power Transmission Corporation Limited
7th Floor, Shakti Bhawan, 14-Ashok Marg,
Lucknow-226001 (UP)

Subject: Intimation about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant" and issuance of RFP Document.

Dear Sir,

UP Power Transmission Corporation Limited (UPPTCL) vide Letter of Intent (LoI) dated 19.11.2022 has appointed PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) to undertake the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant" in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant" has been initiated with the publication of RFP notification on February 18, 2023 (copy of the RFP notification enclosed). The same has also been made available along with the RFP document on PFCCL website 'www.pfcclindia.com' w.e.f. February 20, 2023. It may be noted that these RFP Document are based on the Single Stage Two Envelope (RFQ & RFP combined) based Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021. The last date for submission of Responses to RFP is April 25, 2023.

We are enclosing herewith the RFP Notification and RFP documents for your kind information, perusal and records please.

Thanking You,

Yours sincerely,

Sanjay Nayak

(Sanjay Nayak)
General Manager

Encl.: As Above



पंजीकृत कार्यालय: प्रथम तल 'ऊर्जानिधि', 1, बारखम्बा लेन, कर्नाट प्लेस, नई दिल्ली-110001

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Corporate Office: 9th Floor (A Wing) Statesman House, Connaught Place, New Delhi-110001 Phone : 011-23443900 Fax : 011-23443990

ई-मेल/ E-mail : pfcconsulting@pfcclindia.com वेबसाइट/Website : www.pfcclindia.com



**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 TIRWA TRANSMISSION LIMITED is incorporated on this FOURTEENTH day of JUNE TWO THOUSAND TWENTY THREE 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 **U42201DL2023GOI415616**

The Permanent Account Number (PAN) of the company is **AAKCT1999G***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELT22204A***

Given under my hand at Manesar this FOURTEENTH day of JUNE TWO THOUSAND TWENTY THREE

Signature Not Verified

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS 10
Date: 2023.06.30 11:29:38 IST

Shivraj Ranjeri

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:

TIRWA TRANSMISSION LIMITED

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

*as issued by Income tax Department



Form No. INC-33**e-MOA (e-Memorandum of Association)**

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]



Form language

☒ English☐ Hindi

Refer instruction kit for filing the form

All fields marked in * are mandatory

*** Table applicable to company as notified under schedule I of the Companies Act, 2013**

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL

D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL

E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF
ASSOCIATION OF A COMPANY
LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

TIRWA TRANSMISSION LIMITED

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

Delhi

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

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

2. To study, investigate, collect information and data
To study, investigate, collect information and data, review operation, plan, research, design and prepare Report, diagnose



operational difficulties and weaknesses and advise on the remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub-Stations.

3. To act as Consultants/ Technical Advisers of public/ private sector enterprises etc.

To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission, distribution and sale of power.

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To obtain authority etc. to carry out its objects
To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad.

2. To obtain charters, concession etc.

To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions,



privileges, licenses or concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members.

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

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

5. To enter into Agreements; etc.
To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk



consumers of power etc. through Letter of Credits/ESCROW and other security documents.

6. To execute transmission service Agreements

To execute Transmission Service Agreements or other agreements for transmission of power to distribution, trading, and other companies, State Electricity Boards, State Utilities and any other organization and Persons.

7. To co-ordinate with Central Transmission Utility

To coordinate with the Central Transmission Utility for transmission of electricity under the provisions of Electricity Act 2003.

8. To borrow money

Subject to provisions of Sections 73, 179, 180 and other applicable provisions of the Companies Act, 2013 and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the Company may deem fit and to repay, redeem or pay off any such securities or charges.

9. To lend money

To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such



manner as the Directors may think fit and to sell, transfer or to deal with the same.

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

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

11. To deal in Scrips/Govt. Securities

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

12. To create funds and appropriate profits

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

13. To purchase or otherwise acquire companies To acquire shares, stocks, debentures or securities of any company carrying on any



business which this Company is entitled to carry on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.

14. To enter into partnership Agreement or Merge / amalgamate

To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.

15. To have agencies and branch offices in India and abroad

To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.

16. To promote institutions or other companies

To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide their activities.

17(a) To acquire know how and import-export of machinery and tools etc.

To negotiate and enter into agreements and contracts with domestic and foreign companies, persons or other organizations,



banks and financial institutions, in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.

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

To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.

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

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

20. To arrange for Training and Development

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

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



and water etc.

22. To provide for welfare of employees

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

23. To take Insurance

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

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

25. To institute and defend the legal proceedings

To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the



Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made in any such arbitration.

26. To pay and subsequently write off preliminary expenses

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

27. To contribute and make donations

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

28. To open accounts in Banks

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

29. To accept gifts, donations etc.

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

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

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

31. To enter into Contracts To negotiate and/or enter into agreement and contract with



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

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

33. To take all necessary steps for winding up of the company

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

34. To do and perform all coincidental and ancillary acts for the attainment of its objects

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

35. To take up studies and research experiments. To establish, provide, maintain and conduct or otherwise



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

36. To evolve scheme for restructuring or arrangement. Subject to provisions of the Companies Act, 2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in co-operation with the business of the Company or to benefit the Company or to the activities for which the Company has been established.

37. To apply for purchase, or otherwise acquire.

To apply for purchase, or otherwise acquire any trademarks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use,



exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.

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

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

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

40. To outsource parts of its activities
To outsource parts of its activities to achieve higher efficiencies and throughputs in the achievement of its business goals.

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

The liability of the member(s) is limited

The liability of the member(s) is Unlimited

5 Every member of the company undertakes to contribute:

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

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among

themselves), such amount as may be required, not exceeding * rupees.

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

Equity Share	Shares of	10	Rupees each		10000
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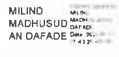


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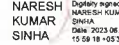
- ☒ We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:
- ☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:
- ☐ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of shares taken	DSC	Dated
1	Sh. Manoj Kumar Rana S/o Sh. Sube Singh R/o A-32/E, DDA Flats, Munirka, New Delhi-110067 (As a Nominee of PFC Consulting Limited) Occupation:- Service	02263302	100 Equity,0 Preference	Manoj Kumar Rana Digitally signed by Manoj Kumar Rana Date: 2023.06.13 15:42:15 +05:30	09/06/2023
2	Sh. Sanjay Kumar Nayak S/o Sh. Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector 56 Gurgaon-Haryana 122011 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08197193	100 Equity,0 Preference	Sanjay Kumar Nayak Digitally signed by Sanjay Kumar Nayak Date: 2023.06.13 15:51:08 +05:30	09/06/2023
3	Sh. Neeraj Singh S/o Sh. Dayashankar Singh R/o Flat C-703, The Crescent Apartment, Plot F-2, Sector-50, Noida, Gautam Budh Nagar, UP-201301 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08613892	100 Equity,0 Preference	Neeraj Singh Digitally signed by Neeraj Singh Date: 2023.06.13 15:54:01 +05:30	09/06/2023
4	Sh. Sachin Shukla S/o Sh. Raj Kumar Shukla R/o 4th Floor, House No. 6, H1 Block, Good Earth City Centre, south City 2, Gurgaon - 122018 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08613963	100 Equity,0 Preference	Sachin Shukla Digitally signed by Sachin Shukla Date: 2023.06.13 15:53:20 +05:30	09/06/2023
5	M/s PFC Consulting Limited having its registered office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Through Sh. Sachin Arora S/o Sh. Prem Lal Arora R/o F5 1903, Supertech Eco Village 1, Near Park, Greater Noida ? 201301	AKGPA1434J	9400 Equity,0 Preference	SACHIN ARORA Digitally signed by SACHIN ARORA Date: 2023.06.13 15:41:48 +05:30	09/06/2023



	(as authorized representative of PFC Consulting Limited)				
6	Sh. Milind M. Dafade S/o Sh. Madhusudan Gurinath Dafade R/o Aishwaryam Appt., Flat C-31, Sec-4, Plot No. 17, Dwarka, New Delhi-110078 (As a Nominee of PFC Consulting Limited) Occupation:- Service	09587967	100 Equity,0 Preference	 MILIND M. DAFADE Date: 2023.06.13 15:44:52 +05:30	09/06/2023
7	Sh. Dharuman Manavalan S/o Sh. Pamandi Chinnian Dharuman R/o A-703, Saheta Apartment, Plot No. 30, Dwarka, Sector-4, South West Delhi, Delhi-110078 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08102722	100 Equity,0 Preference	 D. Manavalan Date: 2023.06.13 15:44:52 +05:30	09/06/2023
Total shares taken			10000 Equity,0 Preference		

Signed before me

Membership type of the witness (ACA/FCA/ACS/FCS/ ACMA/FCMA)	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
FCS	Naresh Kumar Sinha	Vinayak Apartment, C58/19, Sector-62, Noida-201307, UP	1807	 NARESH KUMAR SINHA Date: 2023.06.13 15:58:18 +05:30	09/06/2023

7 Shri / Smt

Of

resident of

aged

years shall be the nominee in the event of death of the sole member.



Form No. INC-34**e-AOA (e-Articles of Association)**

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



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

TIRWA TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☒	I	
			Share Capital and Variation of rights
☐	☒	II 1	
☐	☒	2	•
☐	☒	3	•
☐	☒	4	•
☐	☒	5	•
☐	☒	6	•
☐	☒	7	•
☐	☒	8	•



			Lien
☐	☒		23. Company to have lien on sharesThe Company shall have a first and paramount lien upon all shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the sale proceeds thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of all such shares (not being fully paid up) for all moneys presently payable by him or his estate to the Company. Any such lien shall extend to all dividends payable and bonuses declared from time to time declared in respect of such shares.24. Enforcing lien by saleFor the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose it may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their Directors to execute a transfer thereof on behalf of and in the name of the Board. No sale shall be made until notice period for making call as aforesaid have expired and until notice in writing of the intention to sell shall have been made known to the shareholder for default in payment and default has been made by him in the payment of money called in respect of such shares for thirty days after the date of such notice. Upon issue of a duplicate certificate or certificates in lieu of the original share, the certificate or certificates originally issued shall stand cancelled and become null and void and the same shall have no effect.25. Application of proceeds of sale The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before sale) be paid to the person entitled to the shares, at the date of the sale.
		9	
☐	☒	10	•
☐	☒	11	•
☐	☒	12	•
			Calls on shares
☐	☒		26. Directors may make callsThe Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by resolution by circulation) make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the board. A call may be made payable by installments.27. Notice of callsNot less than thirty days? notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.28. When call madeA call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed at a meeting of the Board and demand notice is issued.29. Calls may be revoked or postponedA call may be revoked or postponed at the



		13	discretion of the Board.30. Directors may extend time??? The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the Members for reasons which the Board may consider satisfactory, but no Member shall be entitled to such extension save as a matter of grace.31. Calls to carry interestIf any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at rate not exceeding 10 per cent per annum as maybe decided by the Board, but the Board may in its absolute discretion and in special circumstances waive or reduce the levy of interest as deemed appropriate.32. Sums deemed to be callAny 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 Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles 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.33. Partial payment not to preclude ForfeitureNeither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.34. Payment in anticipation of calls may carry interestThe Board may, if it thinks fit, agree to and in anticipation receive from any Member willing to advance the same, all of calls money or any part of the amounts of his respective shares beyond the sums actually called up, and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest, at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months? notice in writing.PROVIDED that moneys paid in advance of calls on any shares may carry interest but shall not confer a right to dividend or to participate in profits. (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.
☐	☒	14	•
☐	☒	15	•
☐	☒	16	•
☐	☒	17	•



☐	☒	18	•
			<i>Transfer of shares</i>
☐	☒	19	35. Register of TransfersThe Company shall maintain a Register of Transfers and therein shall be fairly and distinctively enter the particulars of every transfer or transmission of any share in the physical form.36. Form of transferThe instrument of transfer shall be in writing and in such form as prescribed under the Act. All the provisions of Section 56 of the Act shall be duly complied with in respect of all transfers and of the registration thereof. The Company shall not charge any fee for registration of a transfer of shares or debentures.37. Instrument of Transfer to be completed and presented to the CompanyThe Instrument of Transfer duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provisions of the Act. The instrument of transfer shall be accompanied by the Share Certificate or such evidences the Board may require to prove the title of transferor and his right to transfer the shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. Any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.38. Transferor deemed to be holderThe transferor shall be deemed to be the holder of such shares until the name of the transferee shall have entered in the Register of Members in respect thereof. Before the registration of a transfer, the certificate or certificates of the shares must be delivered to the Company along with Transfer Deed.39. No transfer to insolvent etc.No transfer shall be made to a person of unsound mind or to an insolvent.40. Closure of Register of Members/ Debenture holdersThe Directors shall have power, on giving not less than seven days? previous notice as required by Section 91 of the Act, to close the Register of Transfer, Register of Members or Register of Debenture holders or the register of other security holders of the Company for any period or periods not exceeding in the aggregate forty-five days in each year (but not exceeding thirty days at any one time) as they may determine.41. Nomination by shareholderEvery share-holder or debenture holder may at any time, nominate in the prescribed manner, a person to whom his shares or debenture shall vest in the event of his death, as provided in Section 72 of the Act.42. Title to shares of deceased holderIn the event there is no nomination, the executors or administrators of a deceased Member or the holder of a Succession Certificate in respect of the shares of a deceased Member (not being one of two or more joint holders) shall be the only persons whom the Company will be bound to recognize as having any title to the shares registered in the name of such Member, and the Company shall not be bound to recognize such executors or administrators or holders unless such executors, administrators or holders shall have first obtained probate or Letters of Administration or Succession Certificate as the case may be, from a duly constituted Court in India. PROVIDED that the Directors may, at their absolute discretion dispense with production of Probate, Letters of Administration or Succession Certificate upon such terms as to indemnity or otherwise as they think fit and may enter the name of the person who claims to be absolutely entitled to the shares standing in the name of a deceased Member, as a Member.



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			Transmission of shares
☐	☒	23	43. Transmission of Shares Subject to the provisions of the Act, any person becoming entitled to any share in consequence of the death, lunacy or insolvency of any Member or by any lawful means other than by a transfer in accordance with these Articles, may, with the consent of the Directors (which they shall be under no obligation to give) and upon producing such evidence that he sustains the character in respect of which he proposes to act under this. Article or of his title as the Directors may require, and upon such indemnity as the Directors may require, either be registered as a Member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a Member in respect of such shares. PROVIDED that if such persons shall elect to have his nominee registered, he shall testify his election by executing in favor of his nominee an instrument of transfer in accordance with these Articles, and until he does so he shall not be freed from any liability in respect of such shares. 44 Right of Board to decline or suspend registration ?????? (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either --(a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made. (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency. ????????? 45. The Company not liable for disregard of notice prohibiting registration of transfer The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purported to be made by any apparent legal owner thereof (as shown or appearing in register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred to it in any book, or attended or given effect to any notice which may have been given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit. 46. Rights of successors A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would have been entitled if he were the registered holder of the shares, except that he shall not, before being registered as a Member in respect of the shares, be entitled to exercise any right conferred by membership



			in relation to meetings of the Company. PROVIDED that the Directors shall, at any time, give notice requiring any such person to elect to be registered himself or to transfer the shares, and if the notice is not complied within ninety days from the date of issue of the notice, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the shares until the requirements of the notice have been complied with.
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			Forfeiture of shares
☐	☒		47. If money payable on shares not paid notice to be given to membersIf any Member fails to pay any call, or installment of a call, on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may, at any time thereafter, during such time as any part of the call or installment remains unpaid, serve a notice on him requiring him to pay the same together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.48. Contents of NoticeThe notice shall name a further day (not being less than fourteen days from the date of the service of notice) and a place or places on and at which such call or installment and such interest thereon at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non-payment on or before the day, at or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable, shall be liable to be forfeited.49. In default of payment, shares to be Forfeited If the requirement of any such notice as aforesaid are not complied with, every or any share in respect of which such notice has been given may, at any time thereafter, but before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the aforesaid share and not actually paid before the forfeiture. In default of payment, shares to be Forfeited50. Notice of forfeiture to a MemberWhen any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalid by any omission or neglect to make any such entry as aforesaid in the Register.51. Forfeited share to be property of the Company and may be sold etc.???????????? Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any person, upon such terms and in such manner as the Board shall think fit.52. Member



		28	still liable to pay calls owing at the time of forfeiture and interestAny members whose shares have been forfeited shall notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company, on demand, all calls, installment, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest accrued thereon at the time of the forfeiture at such rate as the Board may determine, and the Board may enforce the payment thereof, if it thinks fit.53. Effect of forfeitureThe forfeiture of a share shall involve extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.54. Evidence of forfeitureA declaration in writing by Chairman or Managing Director of the Company or by any person duly authorised in this regard that certain shares in the Company have been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see as to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.55. Validity of sale under Articles of forfeited sharesUpon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold, and the purchaser shall not be bound to see the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.56. Cancellation of Share Certificates in respect of forfeited sharesUpon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been (previously) surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.57. Power to annul forfeiture The Board may at any time before any share so forfeited, shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such terms and conditions as it thinks fit.
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			Alteration of capital
☐	☒	35	58. Alteration of Share Capital??? The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution. Subject to the provisions of section 61, the company may, by ordinary resolution, the Company may from time to time:-- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) Sub-divide its shares, or any of them into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; (d) Cancel any shares which as the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. The resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other, subject, to the provisions of the Act. Subject to the provisions of Sections 66 of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --(a) its share capital; (b) any capital redemption reserve account; or (c) any share premium account.
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			Capitalisation of profits
☐	☒		59. Capitalization of Profits(1) Any General Meeting of the Company may resolve that any amounts standing to the credit of the Free Reserve or Share Premium Account or the Capital Redemption Reserve Account or any moneys, investment or other assets forming part of the undivided profits including profits or surplus moneys arising from the realization and (when permitted by the law) from the appreciation in value of any capital assets of the Company standing to the credit of the General Reserve or any other Reserve or Reserve Fund or any other Fund of the Company or in



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the hands of the Company and available for dividend be capitalized:- (a) by the issue and distribution of shares, as fully paid-up, and to the extent permitted by the Act, debentures, debenture stock, bonds or other obligations of the Company ; or (b) by crediting share of the Company, which may have been issued and are not fully paid-up, with the whole or any part of the sum remaining unpaid thereon; PROVIDED that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares to be issued to Members as fully paid bonus shares (Further capitalization of reserve created by the revaluation of assets are not to be used for issuance of Bonus Shares as per section 63 of the Act). (2) Such issue and distribution under sub-clause (1) (a) of this Article and payment to the credit of unpaid share capital under sub-clause (1) (b) of this Article shall be made among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid-up on the shares held by them respectively in respect of which such distribution or payment shall be made, on the footing that such Members become entitled thereto as capital. (3) The Directors shall give effect to any such resolution and for the said purpose the Board may settle any difficulty which may arise in regard to distribution as it thinks expedient including in regard to fractional entitlements, and shall apply such profits, General Reserve, other Reserve or any other Fund or account as aforesaid as may be required for the purpose of making payment in full on the shares, or other obligations of the Company so distributed under sub clause (1) (a) of this Article or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub-clause (1)(b) above. PROVIDED that no such distribution or payment shall be made unless recommended by the Directors, and, if so recommended, such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalized fund. (4) For the purpose of giving effect to any such resolution, the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient, and, in particular, they may issue fractional certificates and may fix the value for distribution of any specific asset and may determine that any cash payment be made to any Members on the footing of the value so fixed and may vest any such cash, shares, debentures stock, bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the directors, and generally may make arrangement for the acceptance, allotment and sale of such shares, debentures, debentures stock, bonds or other obligations and fractional certificates or otherwise as they may think fit. (5) When deemed requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Members entitled as aforesaid. Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid, such capitalization may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon, but so that as between the holders of the fully paid shares and the partly paid shares, the sums so applied in the payment of such further shares and in the extinguishment or diminution of the



			liability on the partly paid shares shall be applied pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.
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			Buy-back of shares
☐	☒	41	60. Buy Back of Shares Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
			General meetings
☐	☒	42	61. Annual General Meeting The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. If for any reason beyond the control of the Board, the general meeting (including an Annual General meeting) cannot be held on the appointed day, the Board shall have power to postpone the General meeting of which a notice should be given to the members. Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. 62. Extraordinary General Meeting The Board may, whenever it thinks fit, call an Extraordinary General Meeting of the Company. The Board? shall at the? requisition in writing by a Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital of the company on that date and carries the right of voting in regard to the matter in respect of which the requisition has been made. 63. Requisition of Members to state object of Meeting Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the company. PROVIDED that such requisition may consist of several documents in like form, each signed by one or more requisitionists. 65. On receipt of requisition Directors to call meeting and in default requisitionists may do so Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Registered Office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or one-tenth of such of the paid-up share capital of the Company as is referred to in Section 100(2) of the Act, whichever is less, may themselves call the meeting, but in either case, any meeting so called shall be held within three months from the date of the deposit of the requisition, as aforesaid. 66. Meeting called by requisitionists Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the



			Board.67. Twenty-one days? notice of meeting to be givenA general meeting of a Company may be called by giving not less than clear twenty-one days? notice either in writing or through electronic mode in such a manner as may be prescribed, Every notice of a meeting shall specify the place, date, day and the hour of meeting, and shall contain statement of the business to be transacted at such meeting. And, The notice of every meeting shall be given to every member of the Company, Legal Representative of any deceased member or the assignee of an insolvent member, auditor or auditors of the Company and every director of the Company and all such persons as are under these Articles entitled to receive notice from the Company"Provided that a general meeting may be called after giving shorter notice than that specified in this sub-section if consent, in writing or by electronic mode, is accorded thereto ?(i) in the case of an annual general meeting, by not less than ninty-fiveper cent. of the members entitled to vote thereat; and(ii) in the case of any other general meeting, by members of the company?(a) holding, if the company has a share capital, majority in numberof members entitled to vote and who represent not less than ninety-fiveper cent. of such part of the paid-up share capital of the company as givesa right to vote at the meeting; or(b) having, if the company has no share capital, not less thanninty-five per cent. of the total voting power exercisable at that meeting: Provided further that where any member of a company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purposes of this sub-section in respect of the former resolution or resolutions and not in respect of the latter.".
☐	☒	43	•
			Proceedings at general meetings
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☐	☒	46	•
☐	☒	47	•
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			Adjournment of meeting
☐	☒	49	• 83. Adjournment of Meeting (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned



meeting.

Voting rights

- 84. Members in arrears not to vote No member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien. 85. Number of votes to which Member Entitled? Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every Member shall be entitled to be present, and to speak and vote at such meeting by show of hand for which the Member present in person shall have one vote. On a poll taken at a meeting of a company, a member entitled to more than one vote, or his proxy, need not to use all his votes or cast in the same way all the votes he uses. 86. Votes by a Member entitled to more than one vote On a poll taken at a meeting of the Company, a Member entitled to more than one vote by virtue of his share-holding or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses and he may vote in different manner as he deems fit. 87. Vote of Member who is a minor If any shareholder be a minor, the vote in respect of his share or shares shall be by his guardian, or any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the meeting. 88. Votes of Joint Members If there be joint registered holders of any shares, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members. 89. Voting in person or by proxy or Representative Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a Member may vote either by proxy or by a representative duly authorised in accordance with Section 113 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) and by postal ballot, on behalf of the body corporate which he represents as that body could exercise if it were an individual Member of the Company. 90. Votes in respect of shares of Deceased Any person entitled under the Transmission Clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares. PROVIDED that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Chairman of his right to transfer such shares and give such indemnity (if any) as the Chairman may require or the Chairman shall have previously admitted his right to vote at such meeting in respect thereof. 91. Time for objection to vote No objection shall be made to the validity of any vote, except at the meeting or poll at which such vote was tendered, and every vote whether given personally or by proxy, not disallowed at such meeting or poll, shall be deemed valid for purposes of such meeting or poll whatsoever. 92. Chairman of the meeting to be the judge of the validity of any Vote The Chairman of

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			any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
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			Proxy
☐	☒	57	93. Appointment of proxy A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the company carrying voting rights: Provided that a member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder. Every proxy shall be appointed in writing under the hand of the Member or if such Member is a body corporate under the common seal of such corporation, or be signed by an appointer or his attorney duly authorised in writing. The proxy so appointed shall not have any right to speak at the meetings. 94. Deposit of instrument of Proxy etc. The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarized copy of that power or authority, shall be deposited at the Registered Office of the Company not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution. 95. Form of proxy An instrument appointing a proxy shall be in the form No. MGT-11 as prescribed in the rules made under section 105 of the Companies Act, 2013. 96. Proxy either for specified meeting or for a period An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting. 97. Validity of votes given by proxy notwithstanding death of Member A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or 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 given. Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the



			meeting or adjourned meeting at which the proxy is used.
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			Board of Directors
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☐	☒	66	•
			Proceedings of the Board
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			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☒		127. CEO, MANAGER, CS AND CFO Subject to the provisions of the Act, --(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or



		77	chief financial officer so appointed may be removed by means of a resolution of the Board;(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer As per provisions of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
☐	☒	78	•
			The Seal
☐	☒	79	128. The Seal its custody and useThe Board shall provide a Common Seal for the purpose of the Company, and shall have power, from time to time, to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the seal shall never be used except on the authority of the Board or by Committee of the Board as authorised.'129. Deeds how executedEvery deed or other instrument, to which the Seal of the Company is required to be affixed, shall unless the same is executed by a duly constituted attorney issued under the seal; be signed by two Directors or one Director and Secretary or some other person authorised by the Board for the purpose: PROVIDED that in respect of the Share Certificate, the Seal shall be affixed in accordance with Article as mentioned? above.
			Dividends and Reserve
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			Accounts
☐	☒		142. Directors to keep true accounts(a) Every company shall prepare and keep at its? registered office including its branch office or offices or at such other place in India as the Board thinks fit,



	89	Books of Accounts and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the company in accordance with Section 128 of the Act with respect to-(i) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;(ii) all sales and purchases of goods by the Company;(iii) the assets and liabilities of the Company.(iv) state of affairs of the company.(b) Where the Board decides to keep all or any of the Books of Account at any place other than the Office of the Company, the Company shall within seven days of the decision file with the Registrar a Notice in writing giving the full address of that other place in accordance with Section 128 of the Act.(c) The company may keep such books of account or other relevant papers in electronic mode in such manner as may be prescribed.(d) The Company shall preserve in good order the Books of Account relating to a period of not less than eight financial years immediately preceding a financial year. The books of account and other relevant books and papers maintained in electronic mode shall remain accessible in India so as to be usable for subsequent reference together with the vouchers relevant to any entry in such Books of Account.143. Inspection of accounts or record by membersNo Member (not being a director) shall have any right of inspecting any account or books or documents of the Company except as conferred by Section 94 of the Act or authorised by the Board or by the company in general meeting.The Board may determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company or any of them may be open to inspection of the Members. Notwithstanding anything to the contrary contained hereinabove, the authorised representative of Promoters shall have a right to inspect the accounts books, plant, facility, documents, records, premises, equipment and machinery and all other property of the Company at convenient time(s), after giving advance notice to the Company.144. Statement of Accounts to be furnished to General Meeting? The Directors shall, from time to time, in accordance with Sections 129 and 134 and other applicable provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting, such Balance Sheets, Profit and Loss Accounts and Reports as are required by these Sections.145. Copies shall be sent to each MemberWithout prejudice to the provisions of Section 101 and subject to the provisions of Section 136 of the Act, a copy of the financial statements, including consolidated financial statements, auditors' report and every other document required by law to be annexed or attached to the Balance Sheet shall at least twenty-one days before the General Body Meeting at which the same are to be laid before the members, be sent to the members of the company, to every trustee for every holder of any debenture issued by the company and to all persons other than such members or trustee, being the person so entitled to attend the General Body Meeting.146. Copy of financial statement to be filed with registrar The Company shall comply with Section 137 of the Act as to filing copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached thereto with the Registrar.
		Winding up
		147. Procedure for winding upIf the Company shall be wound up



☐	☒		and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a Special Resolution, divide among the contributions, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.
		90	
			Indemnity
☐	☒		148. Officers to be indemnified Subject to provisions of the Act, every Officer of the company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal. Provided that if such person is proved to be guilty, the premium paid on such insurance shall be treated as part of the remuneration.
		91	
			Others
☐	☒	92	

Subscriber Details

S. No.	Subscriber Details				
	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	Sh. Sachin Shukla S/o Sh. Raj Kumar Shukla R/o 4th Floor, House No. 6, H1 Block, Good Earth City Centre, south City 2, Gurgaon - 122018 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08613963	New Delhi	Sachin Shukla Digitally signed by Sachin Shukla Date: 2023.06.13 15:48:36 +0530	09/06/2023
	Sh. Neeraj Singh S/o Sh. Dayashankar Singh R/o Flat C-703, The Crescent Apartment, Plot			Neeraj Singh Digitally signed by Neeraj Singh Date: 2023.06.13 15:48:08 +0530	09/06/2023



2	F-2, Sector-50, Noida, Gautam Budh Nagar, UP-201301 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08613892	New Delhi		
3	M/s PFC Consulting Limited having its registered office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Through Sh. Sachin Arora S/o Sh. Prem Lal Arora R/o F5 1903, Supertech Eco Village 1, Near Park, Greater Noida ? 201301 (as authorized representative of PFC Consulting Limited)	AKGPA1434J	New Delhi	SACHIN ARORA Date: 2023.06.13 14:41:00	09/06/2023
4	Sh. Milind M. Dafade S/o Sh. Madhusudan Gurinath Dafade R/o Aishwaryam Appt., Flat C-31, Sec-4, Plot No. 17, Dwarka, New Delhi-110078 (As a Nominee of PFC Consulting Limited) Occupation:- Service	09587967	New Delhi	MADHUSUDAN DAFADE Date: 2023.06.13 14:48:58	09/06/2023
5	Sh. Dharuman Manavalan S/o Sh. Pamandi Chinnian Dharuman R/o A-703, Saheta Apartment, Plot No. 30, Dwarka, Sector-4, South West Delhi, Delhi-110078 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08102722	New Delhi	D Manavalan Date: 2023.06.13 15:48:24	09/06/2023
6	Sh. Manoj Kumar Rana S/o Sh. Sube Singh R/o A-32/E, DDA Flats, Munirka, New Delhi-110067 (As a Nominee of PFC Consulting Limited) Occupation:- Service	02263302	New Delhi	Manoj Kumar Rana Date: 2023.06.13 15:47:22	09/06/2023
7	Sh. Sanjay Kumar Nayak S/o Sh. Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector 56 Gurgaon- Haryana 122011 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08197193	New Delhi	Sanjay Kumar Nayak Date: 2023.06.13 15:45:18	09/06/2023

Signed before me

Name Prefix (ACA/FCA/ACS/ FCS/ACMA/ FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership		DSC	Dated
FCS	Naresh Kumar Sinha	Vinayak Apartment, C58/19, Sector-62, Noida-201307, UP	1807	New Delhi	NARESH KUMAR SINHA Digitally signed by NARESH KUMAR SINHA Date: 2023.06.13 15:45:18	09/06/2023



In Duplicate

Ref. No. 04/22-23/ITP-58/RFP

January 30, 2024

To,

E-mail: jsrinivaskumar@meilgroup.in

Megha Engineering & Infrastructures Limited
S-2, Technocrat Industrial Estate, Balanagar
Hyderabad - 500 037

Kind Attn.: Mr. J. Srinivas Kumar, Senior Manager

Sub: Independent Transmission Project (ITP) "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2X660 MW Khurja Power Plant" – Letter of Intent

Dear Sir,

We refer to:

1. The Request for Proposal document dated February 20, 2023 issued to 'Megha Engineering & Infrastructures Limited' for participation in the international competitive bidding process for Transmission Scheme for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2X660 MW Khurja Power Plant", and as amended till the Bid Deadline including all correspondence / clarifications / amendments exchanged between 'Megha Engineering & Infrastructures Limited' and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the "Final RFP");
2. The offer of 'Megha Engineering & Infrastructures Limited' by way of a Technical Bid pursuant to (1) above submitted on May 12, 2023 in response to the Final RFP.
3. The offer of 'Megha Engineering & Infrastructures Limited' by way of Financial Bid-Initial Offer submitted on May 12, 2023 in response to the Final RFP and the validity of Bid Bond extended till 08.02.2024.
4. The offer of 'Megha Engineering & Infrastructures Limited' by way of a Financial Bid-Final Offer.
5. The Technical Bid as in (2) above and the Financial Bid as in (3 & 4) above, hereinafter collectively referred to as the "Bid".

This is to inform you that the process of evaluating bids received pursuant to the Final RFP, including the Bid, has been concluded. We are pleased to inform you that your proposal and offer received by way of the "Bid" has been accepted and 'Megha Engineering & Infrastructures Limited' is hereby declared as the Successful Bidder as per Clause 3.6.1 of the Final RFP for the above project and consequently, this Letter of Intent (hereinafter referred to as the "LoI") is being issued.

This LoI is based on the Final RFP and you are requested to please comply with the following:

- a) Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate



पंजीकृत कार्यालय : प्रथम तल, "ऊर्जानिधि", 1, बाराखम्बा लेन, कर्नाट प्लेस, नई दिल्ली-110001

Regd. Office : 1st Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Delhi-110001

कंपनी मुख्यालय : नौवीं तल, (ए विंग), स्टेट्समैन हाउस, बाराखम्बा रोड, कर्नाट प्लेस, नई दिल्ली-110001 दूरभाष : 011-23443900 फैक्स : 011-23443990

Corporate Office : 9th Floor (A-Wing), Statesman House, Connaught Place, New Delhi-110001 Phone : 011-23443900 Fax : 011-23443990

फैक्स / Website : www.pfcclindia.com / www.pfcclindia.com • CIN : U74140DL2008GOI175858

copy of this letter attached herewith, and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of Lol. This Lol is issued to you in duplicate.

- b) Completion of various activities as stipulated in the Final RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP, within the timelines as prescribed therein.

It may be noted that PFC Consulting Limited has the rights available to them under the Final RFP, including rights under Clause 2.15.5 and Clause 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this Lol are based on the Bid submitted by you as per the Final RFP including the Transmission charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of each transmission Element and the Project as agreed by you in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP is annexed herewith as **Schedule A** and incorporated herein by way of reference.

Yours sincerely,

For PFC Consulting Limited



(Sanjay Nayak)
General Manager

Enclosures: Schedule A – Quoted Transmission Charges and the Scheduled COD of each Transmission Element and the Project submitted in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP

Copy to:

1. **Chairman and Managing Director, Power Finance Corporation Limited, "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001**
2. **Chairman, U.P. Power Transmission Corporation Limited, 7th Floor, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: chairman@upptcl.org**
3. **Managing Director, U.P. Power Transmission Corporation Limited, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: md@upptcl.org**
4. **Managing Director, Paschimanchal Vidyut Vitran Nigam Ltd., Hydell Colony, Victoria Park, Meerut-250001 E-mail: md@pvvnl.org**
5. **Managing Director, Madhyanchal Vidyut Vitran Nigam Ltd., 4A Gokhale Marg, Lucknow-226001 E-mail: md.mvvnl2010@gmail.com**
6. **Managing Director, Purvanchal Vidyut Vitran Nigam Ltd., Vidyut Nagar, Bhikharipur, P.O. DLW, Varanasi-221010 E-mail: mdpurvanchalvvn@gmail.com**
7. **Managing Director, Dakshinanchal Vidyut Vitran Nigam Ltd., Urja Bhawan, NH-2 (Agra-Delhi bypass Road) Sikandra Agra-282002 E-mail: dvvnmd@gmail.com**
8. **Managing Director, Kanpur Electricity Supply Co. Ltd., Kesa House, 14/17 Civil Lines, Kanpur – 208001 E-mail: md@kesco.co.in**



9. **Director (W&P), U.P. Power Transmission Corporation Limited**, 7th Floor, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: director_project@upptcl.org
10. **Secretary, Uttar Pradesh Electricity Regulatory Commission**, Vidyut Niyamak Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010



SCHEDULE – A
(Page 1 of 2)

1. Quoted Transmission Charges as per Annexure-21-Format For Financial Bid

Quoted Transmission Charges: Rs. 171.50 million per annum

[Handwritten signature]



SCHEDULE – A
(Page 2 of 2)

2. Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP

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
A.	Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines			
1.	Construction of 220/132/33 kV substation, Tirwa (Kannauj)	Last Date of 18th Month from the date of transfer of SPV	80.42 %	Element at S.No.1,2 & 3 shall be required
2.	LILO of 220kV Mainpuri (220) - Bhauti PG (400) S/C line at 220kV Tirwa Substation			
3.	LILO of 132kV Dibiyaapur - Bidhuna S/C line at 220kV Tirwa Substation			
B.	Construction of LILO of one circuit of 400 kV D/C (Twin Moose) Shamli – Aligarh Line at THDC 2x660 MW Khurja Power Plant			
1.	Construction of LILO of one circuit of 400 kV D/C (Twin Moose) Shamli - Aligarh Line at THDC (2x660 MW) Khurja Power Plant*	Last Date of 7th Month from the date of transfer of SPV	19.58 %	-
*02 Nos. Bays of 400kV will be provided by THDC Khurja Power Plant.				

Signature





Megha Engineering & Infrastructures Ltd.

An ISO 9001-2015 Company

S-2, Technocrat Indl. Estate, Balanagar, Hyderabad-500037, Telangana, INDIA

Tel: +91-40-44336700 Fax: +91-40-44336800

E-mail: info@meil.in Visit us: www.meil.in U45202TG2006PLC050271

Ref: MEIL/BD/PFCCL/Tirwa/LOI Acceptance/001

Date: 01/02/2024

To,
PFC Consulting Limited,
9th Floor, A-Wing, Statesman House,
Connaught Place, New Delhi – 110 001

Sub: Request for Proposal Document for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant –
Acknowledgement of receipt of Letter of Intent – Reg

Ref: 04/22-23/ITP-58/RFP, dated: 30/01/2024

Dear Sir,

With reference to letter cited above, we acknowledge with thanks the receipt of Letter of Intent. As directed, we herewith enclose the duplicate copy of Letter of Intent duly "Accepted Unconditionally" and signed by authorized signatory on each page as token of our acceptance.

Yours faithfully,

For M/s. Megha Engineering & Infrastructures Ltd

(J. Srinivas Kumar)
Authorized Signatory



Encl: Duplicate copy of Letter of Intent duly signed



In Duplicate

Ref. No. 04/22-23/ITP-58/RFP

January 30, 2024

To,

E-mail: jsrinivaskumar@meilgroup.in

Megha Engineering & Infrastructures Limited
S-2, Technocrat Industrial Estate, Balanagar
Hyderabad - 500 037

Kind Attn.: Mr. J. Srinivas Kumar, Senior Manager

Sub: Independent Transmission Project (ITP) "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2X660 MW Khurja Power Plant" – Letter of Intent

Dear Sir,

We refer to:

1. The Request for Proposal document dated February 20, 2023 issued to 'Megha Engineering & Infrastructures Limited' for participation in the international competitive bidding process for Transmission Scheme for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2X660 MW Khurja Power Plant", and as amended till the Bid Deadline including all correspondence / clarifications / amendments exchanged between 'Megha Engineering & Infrastructures Limited' and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the "Final RFP");
2. The offer of 'Megha Engineering & Infrastructures Limited' by way of a Technical Bid pursuant to (1) above submitted on May 12, 2023 in response to the Final RFP.
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This LoI is based on the Final RFP and you are requested to please comply with the following:

Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate

पंजीकृत कार्यालय : प्रथम तल, "ऊर्जानिधि", 1, बाराखम्बा लेन, कनॉट प्लेस, नई दिल्ली-110001

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copy of this letter attached herewith, and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of Lol. This Lol is issued to you in duplicate.

- b) Completion of various activities as stipulated in the Final RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP, within the timelines as prescribed therein.

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Yours sincerely,

For PFC Consulting Limited

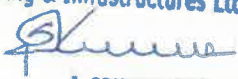

(Sanjay Nayak)
General Manager

Enclosures: Schedule A – Quoted Transmission Charges and the Scheduled COD of each Transmission Element and the Project submitted in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP

Copy to:

1. **Chairman and Managing Director, Power Finance Corporation Limited, "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001**
2. **Chairman, U.P. Power Transmission Corporation Limited, 7th Floor, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: chairman@upptcl.org**
3. **Managing Director, U.P. Power Transmission Corporation Limited, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: md@upptcl.org**
4. **Managing Director, Paschimanchal Vidyut Vitran Nigam Ltd., Hydel Colony, Victoria Park, Meerut-250001 E-mail: md@pvvnl.org**
5. **Managing Director, Madhyanchal Vidyut Vitran Nigam Ltd., 4A Gokhale Marg, Lucknow-226001 E-mail: md.mvvnl2010@gmail.com**
6. **Managing Director, Purvanchal Vidyut Vitran Nigam Ltd., Vidyut Nagar, Bhikharipur, P.O. DLW, Varanasi-221010 E-mail: mdpurvanchalvvn@gmail.com**
7. **Managing Director, Dakshinanchal Vidyut Vitran Nigam Ltd., Urja Bhawan, NH-2 (Agra-Delhi bypass Road) Sikandra Agra-282002 E-mail: dvvnmd@gmail.com**
8. **Managing Director, Kanpur Electricity Supply Co. Ltd., Kesa House, 14/17 Civil Lines, Kanpur – 208001 E-mail: md@kesco.co.in**



Accepted unconditionally
Megha Engineering & Infrastructures Ltd.

J. SRINIVAS KUMAR
Authorised Signatory

9. **Director (W&P), U.P. Power Transmission Corporation Limited**, 7th Floor, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: director_project@upptcl.org
10. **Secretary, Uttar Pradesh Electricity Regulatory Commission**, Vidyut Niyamak Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010

"Accepted unconditionally"



[Signature]
J. SRINIVAS KUMAR
Authorised Signatory



SCHEDULE – A

(Page 1 of 2)

1. Quoted Transmission Charges as per Annexure-21-Format For Financial Bid**Quoted Transmission Charges: Rs. 171.50 million per annum***Accepted**"Accepted unconditionally"***For Megha Engineering & Infrastructures Ltd.**

J. Srinivas Kumar
J. SRINIVAS KUMAR
 Authorised Signatory



SCHEDULE – A

(Page 2 of 2)

2. Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP

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
A.	Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines			
1.	Construction of 220/132/33 kV substation, Tirwa (Kannauj)	Last Date of 18th Month from the date of transfer of SPV	80.42 %	Element at S.No.1,2 & 3 shall be required
2.	LILO of 220kV Mainpuri (220) - Bhauti PG (400) S/C line at 220kV Tirwa Substation			
3.	LILO of 132kV Dibiyaapur - Bidhuna S/C line at 220kV Tirwa Substation			
B.	Construction of LILO of one circuit of 400 kV D/C (Twin Moose) Shamli – Aligarh Line at THDC 2x660 MW Khurja Power Plant			
1.	Construction of LILO of one circuit of 400 kV D/C (Twin Moose) Shamli - Aligarh Line at THDC (2x660 MW) Khurja Power Plant*	Last Date of 7th Month from the date of transfer of SPV	19.58 %	-

*02 Nos. Bays of 400kV will be provided by THDC Khurja Power Plant.

"Accepted unconditionally"

For Megha Engineering & Infrastructures Ltd.



J. SRINIVAS KUMAR
Authorised Signat



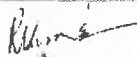
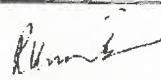
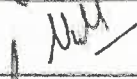
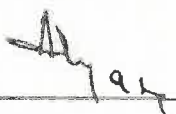
Dated: June 20, 2023

CERTIFICATE BY THE BID EVALUATION COMMITTEE

Subject: Selection of Successful Bidder as Transmission Service Provider to establish transmission system for "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LIL of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant".

It is hereby certified that:

1. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.
2. **Megha Engineering & Infrastructures Limited** emerged as the Successful Bidder after the conclusion of e-reverse bidding process with the lowest Quoted Transmission Charges of Rs. **171.50 million per annum** for the above mentioned project.
3. The rates quoted by Successful Bidder are in line with the prevailing prices.

Name of Committee Member	Signature
Sh. M. Devaraj (IAS), Chairman, UPPTCL, Lucknow-Chairman, BEC	
Sh. P. Guruprasad (IAS), Managing Director, UPPTCL, Lucknow-Member, BEC	
Sh. Pankaj Kumar (IAS), Managing Director, UPPCL, Lucknow- Member, BEC	
Sh. Rajiv Kumar, Director (Work & Projects), UPPTCL, Lucknow- Member, BEC	
Sh. Piush Garg, Director (Operations), UPPTCL, Lucknow- Member, BEC	
Sh. Rajiv Kumar, Director (Commercial & Planning), UPPTCL, Lucknow- Member, BEC	
Sh. Rakesh Prasad, Director (P.M.&A), UPPTCL, Lucknow- Member, BEC	
Sh. Nidhi Kumar Narang, Director (Finance), UPPTCL, Lucknow- Member, BEC	
Sh. Piush Garg, Director (SLDC)- Member, BEC	
Smt. Manjari Chaturvedi, Central Electricity Authority (CEA), New Delhi-Member, BEC	
Dr. Ajay K. Garg, Professor, Indian Institute of Management (IIM) Lucknow-Member, BEC	



Member, BEC	
Dr. Ajay K. Garg, Professor, Indian Institute of Management (IIM) Lucknow- Member, BEC	<i>Ajay</i>

Enclosure:

- A. Initial Offer – Price Comparative Statement generated at MSTC portal
- B. Evaluation Report of RFP (Financial) Bid-Final Offer
- C. Certificate from BEC

[Handwritten signatures]



Ref. No. 04/22-23/ITP-56/RFP

ANNEXURE A-8
March 07, 2024

To

Megha Engineering & Infrastructures Limited
S-2, Technocrat Industrial Estate,
Balanagar Hyderabad - 500 037.

E-mail: srinivaskumar@meilgroup.in

Kind Attn.: Mr. J. Srinivas Kumar, Senior Manager

Sub: Independent Transmission Project "Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LIL0 of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2X660 MW Khurja Power Plant" – Regarding extension of Lol.

Dear Sir,

This is with reference to Letter of Intent (Lol) issued on January 30, 2024 for establishment of subject transmission scheme. The Clause No. 2.15.2 of the RFP document stipulates that within ten (10) days of the issue of the Lol the selected bidder shall complete all the activities including the acquisition of SPV.

As the SPV is being transferred on March 07, 2024, the last date for completion of various activities under Clause No. 2.15.2 of the RFP document is extended from February 09, 2024 to March 18, 2024.

Thanking you,

Yours faithfully,


(Naveen Phougat)
General Manager



पंजीकृत कार्यालय : प्रथम तल, "ऊर्जानिधि", 1, बाराखम्बा लेन, कर्नॉट प्लेस, नई दिल्ली-110001

Regd. Office : 1st Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Delhi-110001

कंपनी मुख्यालय : नौवाँ तल, (ए विंग), स्टेट्समैन हाउस, बाराखम्बा रोड, कर्नॉट प्लेस, नई दिल्ली-110001 दूरभाष : 011-23443900 फैक्स : 011-23443990

Corporate Office : 9th Floor (A-Wing), Statesman House, Connaught Place, New Delhi-110001 Phone : 011-23443900 Fax : 011-23443990

फैक्स / Website : www.pfcclindia.com / www.pfcindia.com • CIN : U74140DL2008GOI175858

Phone No:
Sold To/Issued To:
Charan
For Ehom/ID Proof:
UCO Bank



MAR-06-2024 16:32:57

₹ 0000500/-

3816312 1708739 177669-00102761

Agreement
3816312 14/2006

Contract Performance Guarantee

To Kanpur Electricity Supply Company Limited Kesa House, 14/71 Civil Lines Kanpur - 208001	BG No.: 2268IGPER000424 Date: 06.03.2024 BG Amount: Rs.16,86,000/- Validity up to: 31.12.2025 Claim validity up to: 31.12.2026
---	--

V. POORNA CHANDER
MANAGER
EMP No-46186



In consideration of the **M/s. Megha Engineering & Infrastructures Limited**, having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank**, having our registered office at # 10, B T M Sarani, Kolkata - 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Kanpur Electricity Supply Company Limited, Kesa House, 14/71 Civil Lines, Kanpur - 208001**, forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.16,86,000/- (Rupees sixteen lakh eighty six thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited**.

This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** 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.16,86,000/- (Rupees sixteen lakh eighty six thousand only)**. Our Guarantee shall remain in force until **31.12.2025**. The Long Term Transmission Customers, 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 **Kanpur Electricity Supply Company Limited**, 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 Customers.

Contd....2.



कृते यूको बैंक / For UCO BANK
V. POORNA CHANDER
MANAGER/Senior Manager
EMP No-46186

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165



: 2 :

BG No.: 22-68TGPER000424

Date: 06.03.2024

BG Amount: Rs.16,86,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

V. Poorna Chander
V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited, Tirwa Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers 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 Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be.

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

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

Contd....3.



कृते यूको बैंक / For UCO BANK
V. Poorna Chander
प्रबंधक / Senior Manager
एक सी.सी. रावा. २२ / F.C.C. B.L. Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165



: 3 :

BG No.: 2268TQPER000424

Date: 06.03.2024

BG Amount: Rs.16,86,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

V. Poorna Chander
MANAGER
EMP No-46186

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.16,86,000/- (Rupees sixteen lakh eighty six thousand only)** and it shall remain in force until **31.12.2025**, 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 **M/s. Megha Engineering & Infrastructures Limited**. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.



In witness whereof



कृते यूको बैंक / For UCO BANK
प्रबंधक / सहायक प्रबंधक
Manager/Senior Manager
एफ.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

Signature.....
Name
Designation.
Power of Attorney No.....
Date

Signature.....
Name
Designation.
Power of Attorney No.....
Date

For
UCO Bank
Flagship Corporate Branch
6-3-1108, Ground Floor
Navabharat Chambers
Raj Bhavan Road, Somajiguda
Hyderabad - 500 082
Contact No: 040-23403362
Email ID of the Bank: hydfcc@ucobank.co.in



Phone No:
Sold To/Issued To:
Charan
For whom/ID Proof:
UCO Bank



₹ 0000500/-

20 20 20 20 20 20 20

AMOUNT
38153121706735162948-00102749
3815312 14/2006

Contract Performance Guarantee

To Dashinanchal Vidyut Vitran Nigam Limited, Urja Bhawan, NH-2 (Agra-Delhi Bypass Road) Sikandra, Agra - 282002	BG No.: <u>2268IGPER000524</u> Date: <u>06.03.2024</u> BG Amount: <u>Rs.1,23,64,000/-</u> Validity up to: <u>31.12.2025</u> Claim validity up to: <u>31.12.2026</u>
---	---

V. POORNA
V. POORNA CHANDER
MANAGER
EMP No-46186

In consideration of the **M/s. Megha Engineering & Infrastructures Limited**, having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank**, having our registered office at # 10, B T M Sarani, Kolkata - 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Dashinanchal Vidyut Vitran Nigam Limited, Urja Bhawan, NH-2 (Agra-Delhi Bypass Road), Sikandra, Agra - 282002**, forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.1,23,64,000/- (Rupee one crore twenty three lakh sixty four thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited**.



This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** 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.1,23,64,000/- (Rupee one crore twenty three lakh sixty four thousand only)**. Our Guarantee shall remain in force until **31.12.2025**. The Long Term Transmission Customers, 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 **Dashinanchal Vidyut Vitran Nigam Limited**, 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 Customers.

Contd....2.



कुले यूको बैंक / For UCO BANK
V. POORNA
Manager/Senior Manager
एच सी सी, बाला, 32/F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165



: 2 :

BG No.: 2268 IGPED000524

Date: 06.03.2024

BG Amount: Rs.1,23,64,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited, Tirwa Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers 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 Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be.

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

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

Contd....3.



कृते यूको बैंक / For UCO BANK
V. POORNA CHANDER
प्रबंधक / सनियत प्रबंधक
Manager/Senior Manager
एक सी सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165



: 3 :

BG No.: 2268IGPER000524

Date: 06.03.2024

BG Amount: Rs.1,23,64,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

V. POORNA CHANDER
MANAGER
EMP No-46186

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.1,23,64,000/- (Rupee one crore twenty three lakh sixty four thousand only)** and it shall remain in force until **31.12.2025**, 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 **M/s. Megha Engineering & Infrastructures Limited**. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.



In witness whereof



कृते यूको बैंक / For UCO BANK
V. POORNA CHANDER
MANAGER
EMP No-46186
SURESH MARPU
CHIEF MANAGER
EMP No-47165

Signature.....
Name
Designation.
Power of Attorney No.....
Date

Signature.....
Name
Designation.
Power of Attorney No.....
Date

For
UCO Bank
Flagship Corporate Branch
6-3-1108, Ground Floor
Navabharat Chambers
Raj Bhavan Road, Somajiguda
Hyderabad - 500 082
Contact No: 040-23403362
Email ID of the Bank: hydfcc@ucobank.co.in



Phone No:
Sold To/Issued To:
Charan
For show/ID Proof:
UCO Bank



BAR-06-2024 15:22:32
₹ 0000500/-
08163121709739162357-00102746
3316312 14/2006

Contract Performance Guarantee

To Purvanchal Vidyut Vitran Nigam Ltd., Bhikharipur, P.O. DLW Varanasi - 221004	BG No.: 2268 IGPER000624 Date: 06.03.2024 BG Amount: Rs.1,29,26,000/- Validity up to: 31.12.2025 Claim validity up to: 31.12.2026
--	---

V. POORNA CHANDER
MANAGER
EMP No-46186



In consideration of the **M/s. Megha Engineering & Infrastructures Limited**, having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank**, having our registered office at # 10, B T M Sarani, Kolkata - 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Purvanchal Vidyut Vitran Nigam Limited, Bhikharipur, P.O. DLW, Varanasi - 221004**, forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.1,29,26,000/- (Rupee one crore twenty nine lakh twenty six thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited**.

This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** 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.1,29,26,000/- (Rupee one crore twenty nine lakh twenty six thousand only)**. Our Guarantee shall remain in force until **31.12.2025**. The Long Term Transmission Customers, 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 **Purvanchal Vidyut Vitran Nigam Limited**, 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 Customers.

Contd....2.



कृते यूको बैंक / For UCO BANK
V. POORNA CHANDER
MANAGER
EMP No-46186
SURESH MARPU
CHIEF MANAGER
EMP No-47165



2

BG No.: 2268IGPER000624

Date: 06.03.2024

BG Amount: Rs.1,29,26,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited, Tirwa Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers 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 Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Long Term Transmission Customers shall have a right to invoke this Bank Guarantee either in part or in full as it may deem fit.

Contd....3.



कृते यूको बैंक / For UCO BANK
V. POORNA CHANDER
प्रबंधक / वरिष्ठ प्रबंधक
Manager/Senior Manager
एच.वी.एल. शाखा, दिल्ली / H.V.L. Branch, Delhi
SURESH MARPU
CHIEF MANAGER
EMP No-47165



3

BG No.: 22681GPER000624

Date: 06.03.2024

BG Amount: Rs.1,29,26,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.1,29,26,000/- (Rupee one crore twenty nine lakh twenty six thousand only)** and it shall remain in force until **31.12.2025**, 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 **M/s. Megha Engineering & Infrastructures Limited**. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.

In witness whereof



कृते यूको बैंक / For UCO BANK
 V. Poorna Chander
 प्रबंधक / सहायक प्रबंधक
 Manager/Senior Manager
 एक सी सी. शाखा, हैद / F.C.C. Dr., Hyd.

V. POORNA CHANDER
 MANAGER
 EMP No-46186

SURESH MARPU
 CHIEF MANAGER
 EMP No-47165

Signature.....
 Name
 Designation.
 Power of Attorney No.....
 Date

Signature.....
 Name
 Designation.
 Power of Attorney No.....
 Date

For
UCO Bank
 Flagship Corporate Branch
 6-3-1108, Ground Floor
 Navabharat Chambers
 Raj Bhavan Road, Somajiguda
 Hyderabad - 500 082
 Contact No: 040-23403362
 Email ID of the Bank: hydfcc@ucobank.co.in



Phone No:
Sold To/Issued To:
Charan
For Photo/ID Proof:
UCO Bank



₹ 0000500/-

38153121709735 (38266-00102747)
3815312 14/2006

Contract Performance Guarantee

To
Paschimanchal Vidyut Vitran Nigam Ltd.,
Urja Bhawan, Victoria Park
Meerut - 250001

BG No.: 2268IGPER000724
Date: 06.03.2024
BG Amount: Rs.1,74,22,000/-
Validity up to: 31.12.2025
Claim validity up to: 31.12.2026

V. POORNA CHANDER
MANAGER
EMP No-46186

In consideration of the **M/s. Megha Engineering & Infrastructures Limited**, having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank**, having our registered office at # 10, B T M Sarani, Kolkata - 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Paschimanchal Vidyut Vitran Nigam Limited, Urja Bhawan, Victoria Park, Meerut - 250001**, forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.1,74,22,000/- (Rupee one crore seventy four lakh twenty two thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited**.



This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** 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.1,74,22,000/- (Rupee one crore seventy four lakh twenty two thousand only)**. Our Guarantee shall remain in force until **31.12.2025**. The Long Term Transmission Customers, 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 **Paschimanchal Vidyut Vitran Nigam Limited**, 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 Customers.

Contd....2.



कृते यूको बैंक / For UCO BANK
V. POORNA CHANDER
प्रबंधक / Senior Manager
एक. सी. सी. शाखा, हैद. / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165



2:

BG No.: 2268TGPER000724

Date: 06.03.2024

BG Amount: Rs.1,74,22,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

V. Poorna Chander
V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited, Tirwa Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers 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 Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be.

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

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

Contd....3.



कुते यूको बैंक / For UCO BANK
V. Poorna Chander
बैक प्रबंधक / सিনিअर प्रबंधक
Manager/Senior Manager
एच.सी.सी. शाखा, हैदराबाद / F.C.C. Br., Hyd.
V. POORNA CHANDER
MANAGER
EMP No-46186
Suresh Marpu
मुख्य प्रबंधक
Chief Manager
SURESH MARPU
CHIEF MANAGER
EMP No-47165



13:

BG No.: 2268IGPER000724

Date: 06.03.2024

BG Amount: Rs.1,74,22,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.1,74,22,000/- (Rupee one crore seventy four lakh twenty two thousand only) and it shall remain in force until 31.12.2025, 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 M/s. Megha Engineering & Infrastructures Limited. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.

In witness whereof



यू को बैंक / For UCO BANK
 V. Poorna Chander
 प्रबंधक / वरिष्ठ प्रबंधक
 Manager/Senior Manager
 एक सी सी. शाखा, हैद / F.C.C. Br., Hyd.
 V. POORNA CHANDER
 MANAGER
 EMP No-46186
 SURESH MARPU
 CHIEF MANAGER
 EMP No-47165



Signature.....
 Name
 Designation.
 Power of Attorney No.....
 Date

Signature.....
 Name
 Designation.
 Power of Attorney No.....
 Date

For

UCO Bank

Flagship Corporate Branch

6-3-1108, Ground Floor

Navabharat Chambers

Raj Bhavan Road, Somajiguda

Hyderabad - 500 082

Contact No: 040-23403362

Email ID of the Bank: hydfcc@ucobank.co.in

Phone No.:
Sold To/Issued To:
Charan
For Show/ID Proof:
UCO Bank



MAR-08-2024 16:32:49

₹ 0000500/-

250 250 250 250 250 250

Agreement
50163121700739169339-00102750
5016312 14/2006

Contract Performance Guarantee

To
Madhyanchal Vidyut Vitran Nigam Limited
4A, Gokhale Marg,
Lucknow - 226 001

BG No.: 2268TGPER000824
Date: 06.03.2024
BG Amount: Rs.1,18,02,000/-
Validity up to: 31.12.2025
Claim validity up to: 31.12.2026

V. POORNA CHANDER
MANAGER
EMP No-46186



In consideration of the **M/s. Megha Engineering & Infrastructures Limited**, having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank**, having our registered office at # 10, B T M Sarani, Kolkata - 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Madhyanchal Vidyut Vitran Nigam Limited, 4A, Gokhale Marg, Lucknow - 226 001**, forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.1,18,02,000/- (Rupee one crore eighteen lakh two thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited**.

This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** 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.1,18,02,000/- (Rupee one crore eighteen lakh two thousand only)**. Our Guarantee shall remain in force until **31.12.2025**. The Long Term Transmission Customers, 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 **Madhyanchal Vidyut Vitran Nigam Limited**, 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 Customers.

Contd....2.



कृते यूको बैंक / For UCO BANK
V. POORNA CHANDER
प्रबंधक / Manager
एच.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.
SURESH MARPU
मुख्याधिकारी / Chief Manager
एच.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.



: 2 :

BG No: 226819PER000824

Date: 06.03.2024

BG Amount: Rs.1,18,02,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited, Tirwa Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers 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 Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Tirwa Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Tirwa Transmission Limited** or the Selected Bidder, as the case may be.

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

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

Contd....3.



कुते यूको बैंक / For UCO BANK
V. POORNA CHANDER
प्रबंधक / वरिष्ठ प्रबंधक
Manager/Senior Manager
एच.टी.सी. बिल्डिंग, ई-5 / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47185



3:

BG No.: 2268IGPER000824

Date: 06.03.2024

BG Amount: Rs.1,18,02,000/-

Validity up to: 31.12.2025

Claim validity up to: 31.12.2026

V. Poorna Chander
MANAGER
EMP No-46186

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.1,18,02,000/- (Rupee one crore eighteen lakh two thousand only)** and it shall remain in force until **31.12.2025**, 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 **M/s. Megha Engineering & Infrastructures Limited**. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.



In witness whereof



कृते यूको बैंक / For UCO BANK
V. Poorna Chander
प्रबंधक / वरिष्ठ प्रबंधक
Manager/Senior Manager
एफ.सी.सी. ब्रांच, हैद / F.C.C. Br., Hyd.
V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

Signature.....
Name
Designation, ...
Power of Attorney No.....
Date

Signature.....
Name
Designation, ...
Power of Attorney No.....
Date

For**UCO Bank**

Flagship Corporate Branch

6-3-1108, Ground Floor

Navabharat Chambers

Raj Bhavan Road, Somajiguda

Hyderabad - 500 082

Contact No: 040-23403362

Email ID of the Bank: hydfcc@ucobank.co.in

**STANDARD
TRANSMISSION SERVICE AGREEMENT
FOR
DEVELOPMENT AND OPERATION OF INTRA-STATE
TRANSMISSION SYSTEM
FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED
COMPETITIVE BIDDING FOR
CONSTRUCTION OF 220/132/33 KV TIRWA (KANNAUJ)
SUBSTATION WITH ASSOCIATED LINES AND LILO OF ONE CIRCUIT
OF 400 KV D/C (TWIN MOOSE) SHAMLI-ALIGARH LINE AT THDC
2X660 MW KHURJA POWER PLANT**

BETWEEN THE


PASCHIMANCHAL VIDYUT VITRAN NIGAM LTD.

MADHYANCHAL VIDYUT VITRAN NIGAM LTD. 

PURVANCHAL VIDYUT VITRAN NIGAM LTD. 

DAKSHINANCHAL VIDYUT VITRAN NIGAM LTD. 


KANPUR ELECTRICITY SUPPLY CO. LTD.


TIRWA TRANSMISSION LIMITED



Transmission Service Agreement

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Pashchimanchal Vidyut
Vitran Nigam Limited


Purvanchal Vidyut
Vitran Nigam Limited


Dashinanchal Vidyut
Vitran Nigam Limited


Madhyanchal Vidyut
Vitran Nigam Ltd.


Kanpur Electricity
Supply Company Limited


Tirwa Transmission
Limited





INDIA NON JUDICIAL

Government of Uttar Pradesh



246

IN-UP87480850856171W

Name : Mr. RAJESH SINGH
 Address : 73, 1st Floor, 1st Block, 1st Floor,
 Charlestown (U.P.)

e-Stamp

Certificate No. : IN-UP87480850856171W
 Certificate Issued Date : 05-Mar-2024 07:11 PM
 Account Reference : NEWIMPACC (SV)/ up14075304/ GHAZIABAD SADAR/ UP-GZB
 Unique Doc. Reference : SUBIN-UPUP1407530471160647877460W
 Purchased by : TIRWA TRANSMISSION LIMITED
 Description of Document : Article 19 Certificate or other Document
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : TIRWA TRANSMISSION LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : TIRWA TRANSMISSION LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



₹500

Please write or type below this line

IN-UP87480850856171W

THIS TRANSMISSION SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 07th of March of Two Thousand Twenty Four.

Pashchimanchal Vidyut
 Vitran Nigam Limited

Purvanchal Vidyut
 Vitran Nigam Limited

Dashinanchal Vidyut
 Vitran Nigam Limited

Madhyanchal Vidyut
 Vitran Nigam Ltd.

Kanpur Electricity
 Supply Company Limited

Tirwa Transmission
 Limited

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App or Slack Printing
 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.

Page 3 of 169



TIRWA TRANSMISSION LIMITED TIRWA TRANSMISSION LIMITED TIRWA TRANSMISSION LIMITED TIRWA TRANSMISSION LIMITED TIRWA TRANSMISSION LIMITED

Transmission Service Agreement

BETWEEN:

Persons whose names, addresses and other details are provided in Schedule 10 of this Agreement (collectively referred to as the "Long Term Transmission Customer(s)" 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

Tirwa Transmission Limited incorporated under the Companies Act, 1956/ Companies Act, 2013 (as the case may be), having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi 110001 (herein 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 other part;

(Each of the "Long Term Transmission Customer" or "Long Term Transmission Customers" 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 Tirwa


Pashchimanchal Vidyut
Vitrans Nigam Limited


Purvanchal Vidyut
Vitrans Nigam Limited


Dashinanchal Vidyut
Vitrans Nigam Limited


Madhyanchal Vidyut
Vitrans Nigam Ltd.


Kanpur Electricity
Supply Company Limited


Tirwa Transmission
Limited



Transmission Service Agreement

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 Long Term Transmission Customers agree, on the terms and subject to the conditions of this Agreement, to use the available transmission capacity of the Project and pay to TSP the Transmission Charges as determined in accordance with the terms of this Agreement.
- G) 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.
- 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:


Pashchimanchal Vidyut
Vitran Nigam Limited


Purvanchal Vidyut
Vitran Nigam Limited


Dashinanchal Vidyut
Vitran Nigam Limited


Madhyanchal Vidyut
Vitran Nigam Ltd.


Kanpur Electricity
Supply Company Limited


Tirwa Transmission
Limited



Transmission Service Agreement

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;

"Allocated Project Capacity" shall mean, for each Long Term Transmission Customer, the sum of the generating capacities allocated to such Long Term Transmission Customer from the ISGS and the contracted power, if any, as adopted


Pashchimanchal Vidyut
Vitran Nigam Limited


Purvanchal Vidyut
Vitran Nigam Limited


Dashinanchal Vidyut
Vitran Nigam Limited


Madhyanchal Vidyut
Vitran Nigam Ltd.


Kanpur Electricity
Supply Company Limited


Tirwa Transmission
Limited

Tirwa Transmission Limited



Page 6 of 169

Transmission Service Agreement

by UPERC from time to time in determining sharing of transmission charges between the Long Term Transmission Customers;

"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 as defined in **Uttar Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations, 2019**, as amended from time to time, attached herewith in Schedule 6;

"Bid" shall mean technical bid and financial bid submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP;

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

"Bidding Company" shall refer to such single company that has made a Response to RFP for the Project;

"Bidding Consortium / Consortium" shall refer to a group of companies that has collectively made a Response to RFP for the Project;

"Bid Documents" or **"Bidding Documents"** shall mean the RFP, along with all attachments thereto or clarifications thereof;

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

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


Pashchimanchal Vidyut
Vitran Nigam Limited


Purvanchal Vidyut
Vitran Nigam Limited


Dashinanchal Vidyut
Vitran Nigam Limited


Madhyanchal Vidyut
Vitran Nigam Ltd.


Kanpur Electricity
Supply Company Limited


Tirwa Transmission
Limited

Tirwa Transmission Limited



Page 7 of 169

Transmission Service Agreement

"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 concerned 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;

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

"Competent Court of Law" shall mean the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to the Project;

"Connection Agreement" shall mean the agreement between the CTU or STU or any other concerned parties and the TSP, setting out the terms relating to the connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System as per the provisions of the IEGC, as the case may be;

"Consultation Period" shall mean the period of sixty (60) days or such longer period as the Parties may agree, commencing from the date of issue of a TSP's Preliminary Notice or a 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


Pashchimanchal Vidyut
Vitran Nigam Limited


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Vitran Nigam Limited


Dashinanchal Vidyut
Vitran Nigam Limited


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Vitran Nigam Ltd.


Kanpur Electricity
Supply Company Limited


Tirwa Transmission
Limited

Tirwa Transmission Limited



Page 8 of 169

Transmission Service Agreement

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(s) 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;


Pashchimanchal Vidyut
Vitran Nigam Limited


Purvanchal Vidyut
Vitran Nigam Limited


Dashinanchal Vidyut
Vitran Nigam Limited


Madhyanchal Vidyut
Vitran Nigam Ltd.


Kanpur Electricity
Supply Company Limited


Tirwa Transmission
Limited

Tirwa Transmission Limited



Page 9 of 169

Transmission Service Agreement

"Designated ISTS Customers" or **"DICs"** shall have the meaning as ascribed in the Sharing Regulations.

"Dispute" shall mean any dispute or difference of any kind between the Parties, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

"Effective Date" for the purposes of this Agreement, shall have the same meaning as per Article 2.1 of this Agreement;

"Electrical Inspector" shall mean a person appointed as such by the State Government under sub-section (1) of Section 162 of the Electricity Act 2003 and also includes Chief Electrical Inspector;

"Electricity Rules 2005" shall mean the rules framed pursuant to the Electricity Act 2003 and as amended from time to time;

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

"Event of Default" shall mean the events as defined in Article 13 of this Agreement;

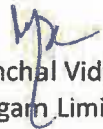
"Expiry Date" shall be the date which is thirty five (35) years from the COD of the Project;

"Financial Closure" shall mean the first Business Day on which funds are made available to the TSP pursuant to the Financing Agreements;

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


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"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 Customers;

"Financial Year" shall mean a period of twelve months at midnight Indian Standard Time (IST) between 1st April & 31st March;

"Force Majeure" and **"Force Majeure Event"** shall have the meaning assigned thereto in Article 11;

"GOI" shall mean Government of India;

"Grid Code" / "IEGC" 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 2003, 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.

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or Commission or tribunal or judicial or quasi-judicial body in India but excluding the CTU, TSP, Designated ISTS Customers and the Long Term Transmission Customer's;

"Insurances" shall mean the insurance cover to be obtained and maintained by the TSP in accordance with Article 9 of this Agreement;


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"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU's / STU's / ISTS Licensee's / Designated ISTS Customer's / 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;

"ISTS Licensee" shall be the TSP under this Agreement, consequent to having been awarded a Transmission License by the CERC and shall be referred to as the TSP or the ISTS Licensee, as the context may require in this Agreement;

"Law" or "Laws" in relation to this Agreement, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation, notification, order or code, or any interpretation of any of them by an Indian Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the 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;

"Lead Long Term Transmission Customer" shall have the meaning as ascribed thereto in Article 19.1.1 of this Agreement;


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

"Lenders Representative" shall mean the person notified by the Lender(s) in writing as being the representative of the Lender(s) or the Security Trustee and such person may from time to time be replaced by the Lender(s) pursuant to the Financing Agreements by written notice to the TSP;

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

"Long Term Transmission Customer" shall mean a person availing or intending to avail access to the Intra-State Transmission System for a period up to twenty-five years (25) or more, and for the purposes of this Project, 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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"Member in a Bidding Consortium / Member" shall mean each company in the Bidding Consortium;

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

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

"National Load Despatch Centre" shall mean the centre established as per sub-section (1) of Section 26 of the Electricity Act 2003;

"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 Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines and LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant, as detailed in Schedule 1 of this Agreement;


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"Project Assets" shall mean all physical and other assets relating to and forming part of the Project including:

- (a) rights over the Site for substations, ROW for transmission lines;
- (b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;
- (c) project facilities situated on the Site;
- (d) all rights of the TSP under the project agreements;
- (e) financial assets, such as receivables, security deposits etc;
- (f) insurance proceeds; and
- (g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

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

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

- (i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,
- (ii) the requirements of Law, and
- (iii) the physical conditions at the Site;


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

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

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

"RFP" shall mean Request For Proposal dated February 20, 2023 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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

- a. Transmission Service Agreement,
- b. Share Purchase Agreement,
- c. 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;


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"Scheduled Outage" shall mean the final outage plan as approved by the RPC as per the provisions of the Grid Code;

"Selected Bid" shall mean the technical Bid and the Final Offer of the Selected Bidder submitted during e-reverse bidding, which shall be downloaded and attached in Schedule 7 on or prior to the Effective Date;

"Share Purchase Agreement" shall mean the agreement amongst PFC Consulting Limited, **Tirwa Transmission Limited** and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the **Tirwa Transmission Limited** for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

"Site" in relation to a substation, switching station or HVDC terminal or inverter station, shall mean the land and other places upon which such station / terminal is to be established;

"SLDC" shall mean the State Load Despatch Centre established as per sub-section (1) of Section 31 of the Electricity Act 2003;

"State Commission" or **"Appropriate Commission"** shall mean shall mean the Central Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, or the State Regulatory Commission referred to in Section 82 of the Electricity Act or the Joint Commission referred to in Section 83 of the Electricity Act, as the case may be. In this case the Appropriate Commission is Uttar Pradesh Electricity Regulatory Commission;

"State Government" shall mean the Government of Uttar 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 **Tirwa Transmission Limited** along with all its related assets and liabilities, which will


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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 Customers as per the 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 and Sharing Regulations;

"Transmission Licensee" shall mean a licensee authorized to establish and operate Transmission Lines by the Appropriate Commission;


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"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;

"UPERC" shall mean the Uttar Pradesh Electricity Regulatory Commission or its successors.

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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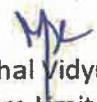


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- 1.2.5** Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so 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 **PFC Consulting Limited** in Tirwa Transmission Limited along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement. and
- c. The Agreement is executed and delivered by the Parties;

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.3 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate.

2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to STU or its successors or an agency as decided by the State Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which STU 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.

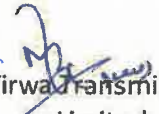

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2.3 Conditions prior to the expiry of the Transmission License

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 Commission's approval for the extension of the term of the Transmission License up to the Expiry Date.

2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Long Term Transmission Customers 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.


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- 2.5.2** For the purposes of this Agreement for Intra State 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 InSTS Licensee) of this agreement shall prevail.



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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 **Tirwa Transmission Limited** from **PFC Consulting Limited**, who shall sell to the Selected Bidder, the equity shareholding of **Tirwa 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 Long Term Transmission Customers the Contract Performance Guarantee for an amount of **Rs. 5.62 Crore (Rupees Five Crore Sixty Two 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.


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3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Majority Long Term Transmission Customers:

- 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 Lead Long Term Transmission Customers and 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(s) and STU 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 Customers, 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 Customers & 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;


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- h. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed; and

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 Long Term Transmission Customers additional Contract Performance Guarantee of **Rs. 0.56 Crore (Rupees Fifty Six Lakh Only)** [additional Contract Performance Guarantee to be computed at ten percent (10%) of the original Contract Performance Guarantee amount as per Article 3.1.1] within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Long Term Transmission Customers in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Long Term Transmission Customers 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 Long Term Transmission Customers in accordance with Article 3.3.1 hereof; or


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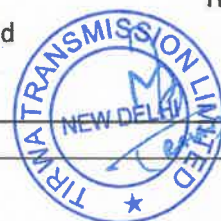

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(ii) the TSP furnishes additional Performance Guarantee to the Long Term Transmission Customers in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

the Long Term Transmission Customers 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 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.

3.3.3 If the Long Term Transmission Customers 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 Customers an amount of **Rs. 5.62 Crore (Rupees Five Crore Sixty Two Lakh only)** as liquidated damages. The Long Term Transmission Customers 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 Customers, and the balance shall be returned to TSP, if any.

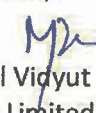
It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.

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 Customers by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

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,


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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 Lead Long Term Transmission Customer may take steps to bid out the Project again.

3.3.6 The Long Term Transmission Customers, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

The TSP shall notify the Lead 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;


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- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

iv. Safety/ security Guidelines laid down by the Government;

v. Prudent Utility Practices, relevant Indian Standards and the Law;

not later than the Scheduled COD as per Schedule 2 of this Agreement;

- c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.
- d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;
- e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be 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 Customers and STU, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;


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- 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. 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;
- j. to submit to Long Term Transmission Customers information in the prescribed format [To be devised by Long Term Transmission Customers] 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 Customers in implementation of the Project:

- 4.2.1 Subject to the terms and conditions of this Agreement, the Long Term Transmission Customers shall be the holder and administrator of this Agreement and shall inter alia:


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- a. appoint an Independent Engineer within 90 days of the Effective Date
- b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;
- c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and
- d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc
- e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and
- f. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

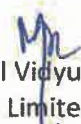
- a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;
- b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

- 4.4.1** In the event that the TSP is unable to perform its obligations for the reasons solely attributable to the Long Term Transmission Customers, the Scheduled COD shall be extended, by a 'day to day' basis, subject to the provisions of Article 13.


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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 Customers 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 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:

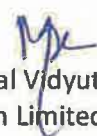
4.5.1 The TSP shall comply with all the provisions of the IEGC and the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, with regard to the metering arrangements for the Project. The TSP shall fully cooperate with the CTU / STU / RLDC and extend all necessary assistance in taking meter readings.

4.6 Interconnection Facilities:

4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Long Term Transmission Customers shall be responsible for coordinating to make available the Interconnection Facilities.


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- 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 the Lead Long Term Transmission Customer such copy/ies of each Consents, Clearances and Permits, on demand. The Long Term Transmission Customers shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project.

5.1.4 The TSP shall be responsible for:

- (a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of substations, switching stations or HVDC terminal or inverter stations shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report;


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- (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 Customers liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the STU, and Long Term Transmission Customers & 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 Customers / 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.


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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


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and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.

- 5.5.2** Long Term Transmission Customers & 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 Customers 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 Customers 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 Customers would be at liberty to take action in accordance with the procedure of this Agreement.


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- 5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement

The TSP shall retain at the Site and make available for inspection at all reasonable times, copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.

5.7 Supervision of work:

The TSP shall provide all necessary superintendence for execution of the Project and its supervisory personnel shall be available to provide full-time superintendence for execution of the Project. The TSP shall provide skilled personnel who are experienced in their respective fields.

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or 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 Customers 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 Customers, this Agreement may be terminated by the Long Term Transmission Customers by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.


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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 Customers.

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.


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- d. It has satisfactorily met all the testing requirements as per Articles 6.1.4

6.1.4 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Independent Engineer appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.

Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.

6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element

6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Long Term Transmission Customers)

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


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is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer(s) , 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(s) 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(s) 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:

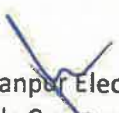
- a. In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.
- b. In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer(s), 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(s), 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


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Transmission Customer(s) and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Long Term Transmission Customer(s) from the TSP.

Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be paid by the Long Term Transmission Customer(s) in proportion to their then Allocated Project Capacity.

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(s), 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(s) 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(s) of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of


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the earlier of:

- a. the date on which the applicable Element achieves COD; or
- b. the date of termination of this Agreement.

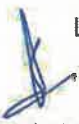
The payment of such damages shall not relieve the TSP from its obligations to complete the Project or from any other obligation and liabilities under the Agreement.

6.4.4 If the TSP fails to pay the amount of liquidated damages to the Long Term Transmission Customer(s) within the said period of ten (10) days, the Long Term Transmission Customer(s) 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(s) 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(s) to encash the Contract Performance Guarantee is without prejudice to the other rights of the Long Term Transmission Customer(s) 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 Customers 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 Customers, Long Term Transmission Customers shall release the Contract Performance


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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 Customers shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of **Rs. 5.62 Crore (Rupees Five Crore Sixty Two Lakh only)**, or (ii) termination of this Agreement by the Long Term Transmission Customers as mentioned under Article 3.3.4 of this Agreement.

- 6.5.2 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Long Term Transmission Customers under this Agreement.


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ARTICLE: 7**7 OPERATION AND MAINTENANCE OF THE PROJECT****7.1 Operation and Maintenance of the Project:**

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the 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 Uttar Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations 2019 as amended from time to time, 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% [The target availability shall be indicated as 98% for AC system and 95% for HVDC system].

Payment of monthly Transmission charges based on actual availability will be calculated as per para 1.2 of Schedule 4 of this Agreement.

If the availability of any Element or the Project is below the Target Availability, for six consecutive months in a Contract Year, the DIC(s) or the Long Term Transmission Customers 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 Customers 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 Lead Long Term Transmission Customer copies of certificates and policies of the Insurances, as and when the Long Term Transmission Customers 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


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Transmission Customers shall have no claim on such proceeds of the Insurance.

- 9.3.3** Subject to the requirements of the Lenders under the Financing Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

9.4 Effect on liability of the Long Term Transmission Customers

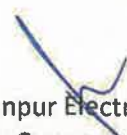
- 9.4.1** The Long Term Transmission Customers shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.


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