BEFORE THE HON'BLE UTTAR PRADESH ELECTRICITY REGULATORY COMMISSION, LUCKNOW

PETITION NO. __/TL/2024

IN THE MATTER OF

Application under Section 14, 15 (1), 86(1)(d) of the Electricity Act, 2003 read with Uttar Pradesh Electricity Regulatory Commission (Conduct of Business) Regulation, 2019 and Uttar Pradesh Electricity Regulatory Commission (General Conditions of Transmission License) Regulations, 2005 seeking Transmission License for Tirwa Transmission Ltd.

AND IN THE MATTER OF

Tirwa Transmission Ltd. **...APPLICANT**

AND

REC Power Development and Consultancy Limited & Ors. **...RESPONDENTS**

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THROUGH

PLACE: NEW DELHI

DATED: 14.06.2024

ABIHA ZAIDI

COUNSEL FOR THE APPLICANT

S-387, GF, GREATER KAILASH – I

NEW DELHI – 110048

PHONE: +91 9599337516

E-mail: office@abihazaidi.com

TIRNA TRANSMISSION LIMITED NEW DELHI

BEFORE THE HON'BLE UTTAR PRADESH ELECTRICITY REGULATORY COMMISSION, LUCKNOW

PETITION NO. _/TL/2024

IN THE MATTER OF

Application under Section 14, 15 (1), 86(1)(d) of the Electricity Act, 2003 read with Uttar Pradesh Electricity Regulatory Commission (Conduct of Business) Regulation, 2019 and Uttar Pradesh Electricity Regulatory Commission (General Conditions of Transmission License) Regulations, 2005 seeking Transmission License for Tirwa Transmission Ltd.

AND IN THE MATTER OF

Tirwa Transmission Ltd. **...APPLICANT**

AND

REC Power Development and Consultancy Limited & Ors. **...RESPONDENTS**

MEMO OF PARTIES

1. Tirwa Transmission Ltd.
   2nd Floor, Niryat Bhawan,
   Rao Tularam Marg, Vasant Vihar,
   Opposite Army Hospital & Referral,
   New Delhi – 110 057, India.
   Through its Authorized Representative **...APPLICANT**

AND

1. REC Power Development and Consultancy Limited
   Core 4, SCOPE Complex

TIRWA TRANSMISSION LIMITED NEW DELHI

7, Lodhi Road, New Delhi-110003
Through its Chief Executive Officer

2. Uttar Pradesh Power Corporation Limited
Shakti Bhawan 14 Ashok Marg
Lucknow-226001, Uttar Pradesh
Through its Chairman

3. Dakshinanchal Vidhyut Vitran Nigam Limited
Urja Bhawan, NH-2 (Agre-Delhi Bypass Road)
Sikandra, Agra-282007, Uttar Pradesh
Through its Managing Director

4. Kanpur Electricity Supply Company Limited
Headquarters, Kesa House, 14/71 Civil Lines,
Kanpur-209601, Uttar Pradesh
Through its Managing Director

5. Uttar Pradesh Power Transmission Corporation Limited
Shakti Bhawan 14 Ashok Marg,
Lucknow-226001, Uttar Pradesh
Through its Chairman

6. Madhyanchal Vidyut Vitaran Niga, Limited
Head Office 4-A, Gokhale Marg,
Lucknow- 226001, Uttar Pradesh
Through its Managing Director

7. Purvanchal Vidut Vitaran Nigam Limited
Vidyut Nagar, Bhikaripur
P.O – DLW, Varanasi-221010, Uttar Pradesh

TIRUPATI TRANSMISSION LIMITED NEW DELHI

Through its Managing Director

8. Paschimanchal Vidyut Vitran Nigam Limited
   Urja Bhawan Victoria Park, Meerut- 250001, Uttar Pradesh
   Through its managing Director

...RESPONDENTS

THROUGH

PLACE: NEW DELHI
DATED: 14.06.2024

ABIHA ZAIDI
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S-387, GF, GREATER KAILASH – I
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PHONE: +91 9599337516
E-mail: office@abihazaidi.com

TIMWA TRANSMISSION LIMITED NEW DELHI

BEFORE THE HON'BLE UTTAR PRADESH ELECTRICITY REGULATORY COMMISSION, LUCKNOW

PETITION NO. __/TL/2024

IN THE MATTER OF:

Application under Section 14, 15 (1), 86(1)(d) of the Electricity Act, 2003 read with Uttar Pradesh Electricity Regulatory Commission (Conduct of Business) Regulation, 2019 and Uttar Pradesh Electricity Regulatory Commission (General Conditions of Transmission License) Regulations, 2005 seeking Transmission License for Tirwa Transmission Ltd.

AND IN THE MATTER OF

Tirwa Transmission Ltd. ...APPLICANT

AND

REC Power Development and Consultancy Limited & Ors. ...RESPONDENTS

AFFIDAVIT

I, Mandalaparthi Raghu Kumar, son of Shri M. Venkata Chalam, aged about 53 years, r/o flat No. 104 JMR Spring Avenue, M J Colony Street No. 2 near xacier school, malkajgiri, Secunderabad, Hydrabad, le Moulali, Andhra Pradesh, 500040, do hereby solemnly affirm and state on oath as under:

1. That I am the authorised representative, of the Applicant, Tirwa Transmission Ltd., and am fully conversant with the facts and circumstances of the case and I have been duly authorized and am, therefore, competent to affirm this affidavit.
2. That I have read the accompanying submissions being submitted on behalf of Tirwa Transmission Ltd. and have understood the contents thereof and that the contents therein are true and correct to the best of my knowledge and belief.

M. SADA SIVA KUMAR REDDY, ADVOCATE ★ SARASWATHI ENCLAVE, BHAGYANAGAR COLONY ★ KUKATPALLY, HYDERABAD, T.S. INDIA ★ NOTARY Regn. No. 198 ★ F-102

TIRWA TRANSMISSION LIMITED NEW DELHI

TIRWA TRANSMISSION LIMITED NEW DELHI

TIRWA TRANSMISSION LIMITED NEW DELHI

DEPONENT

VERIFICATION

I, Mandalaparthi Raghu Kumar, the above-named deponent do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Verified by me on this 13 June 2024 at Hyderabad.

TIRWA TRANSMISSION LIMITED NEW DELHI

DEPONENT

M. SADA SIVA KUMAR REDDY ADVOCATE & NOTARY SARASWATHI ENCLAVE BHAGYANAGAR COLONY KUKATPALLY, HYDERABAD F-102 NOTARY Regn No. 198 NOTARIAL

ATTESTED

M. SADA SIVA KUMAR REDDY, B.Com., B.L.,
ADVOCATE & NOTARY
Appointed-by-Govt., India
G.O Ms No.198, Rev (Regn-II), dt. 11.04.2000
102, Saraswathi Enclave, Bhagyanagar Colony,
Kukatpally, Hyderabad, TS, India (Ph:98480 44395)

TIRWA TRANSMISSION LIMITED NEW DELHI

BEFORE THE HON'BLE UTTAR PRADESH ELECTRICITY REGULATORY COMMISSION, LUCKNOW

PETITION NO. __/TL/2024

IN THE MATTER OF

Application under Section 14, 15 (1), 86(1)(d) of the Electricity Act, 2003 read with Uttar Pradesh Electricity Regulatory Commission (Conduct of Business) Regulation, 2019 and Uttar Pradesh Electricity Regulatory Commission (General Conditions of Transmission License) Regulations, 2005 seeking Transmission License for Tirwa Transmission Ltd.

AND IN THE MATTER OF

Tirwa Transmission Ltd. **...APPLICANT**

AND

REC Power Development and Consultancy Limited & Ors. **...RESPONDENTS**

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

A. INTRODUCTION

1. Tirwa Transmission Limited ("***Applicant***") has approached this Hon'ble Commission by way of the present petition filed under Section 14, 15 and

TIRWA TRANSMISSION LIMITED NEW DELHI

86(1)(d) of the Electricity Act, 2003 ("**Electricity Act**") read with Uttar Pradesh Electricity Regulatory Commission (General Conditions of Transmission License) Regulations, 2005 ("**UPERC Transmission Licence Regulations**") for grant of Transmission Licence 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*" ("**Transmission System**") on Build, Own, Operate and Transfer basis in accordance with the Guidelines issued by the Central Government.

2. Pursuant to the Tariff Based Competitive Bidding ("***TBCB***") process conducted in terms of the Request for Proposal dated 20.02.2023 ("***RFP***") and the Guidelines issued by the Ministry of Power, Govt. of India under Section 63 of the Electricity Act, on 30.01.2024, holding company of the Applicant, Megha Engineering and Infrastructures Ltd. was declared as the successful bidder by the Bid Process Co-ordinator i.e. Respondent No. 1/ PFC Consulting Limited ("***BPC***"/"***PFCCL***"), with the lowest transmission charges of INR 171.50 million per annum for implementation of the Transmission System.

3. As per Clause 2 of RFP issued by BPC/ PFCCL, the Transmission System which is to be executed by the Applicant, comprises of the following elements:

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) ShamliAligarh line at THDC 2x660 MW Khurja Power Plant

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S. No.	Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines	Scheduled COD in months from Effective Date
A.	**Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines**	
1.	Construction of 220/132/33kV substation, Tirwa (Kannauj) (including following Bay at S/S): - 2x160 + 2x63 MVA (i) 220kV 160MVA ICT Bay- 02 Nos. (ii) 132kV 160MVA ICT Bay- 02 Nos. (iii) 132kV 63MVA ICT Bay- 02 Nos. (iv) 33kV 63 MVA ICT Bay- 02 Nos. (v) 220kV Bay: Feeder Bay- 02 Nos. Bus Coupler Bay- 01 Nos. Transfer Bus Bay- 01 Nos. (vi) 132kV Bay: Feeder Bay- 02 Nos. Bus Coupler Bay- 01 Nos Transfer Bus Bay-0 1 Nos. (vii) 33kV Bay: Feeder Bay- 10 Nos. (Including bay for 10MVAR Capacitor bank) Transfer Bus Coupler Bay- 01 Nos.	18 Months
2.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa Substation	
3.	LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa substation	
B.	**Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant**	
1.	LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant*	7 Months

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

It is to be clarified that one Transmission Element i.e. the bay for 10MVAR Capacitor bank at 33kV Feeder Bay is not included in the TSA signed between the Parties, however, the same is part of scope of work of the Applicant.

4. As per Clause 2 of RFP read with Schedule 2 of Transmission Service Agreement, the Scheduled Commercial Operation Date (SCOD) of the 220/132/33kV substation at Tirwa (Kannauj) with a total transformation

TIRWA TRANSMISSION LIMITED NEW DELHI

capacity of 446 MVA (2×160 MVA + 2×63 MVA). The substation is expected to commission within 18 months from the transfer of project SPV to the successful bidder. The project will also include a LILO of one circuit of the 400kV double-circuit Shamli-Aligarh line at THDC's 2×660-mw Khurja thermal power plant. The **LILO** is expected to commissioned in 7 months.

5. In order to implement the aforementioned Intra-State Transmission System, the Applicant is obligated to approach this Hon'ble Commission in terms of Sections 14 and 15 of the Electricity Act read with the UPERC Transmission Licence Regulations. Hence, the present petition is preferred by the Applicant before this Hon'ble Commission seeking transmission license under the provisions of the aforesaid statutory provisions.

B. BACKGROUND FACTS

6. UP Power Transmission Corporation Limited ("**UPPTCL**") through its Letter of Intent ("**LOI to UPPTCL**") dated 19.11.2022 has appointed PFC Consulting Ltd. to be the Bid Process Coordinator ("**BPC**") for the purpose of selection of Bidder as Transmission Service Provider ("**TSP**") for establishing the Transmission System *"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"* through tariff based competitive bidding process.

A copy of the Letter of Intent dated 19.11.2022 is annexed herewith and marked as **Annexure A-1**.

7. Pursuant to the LOI to UPPTCL, BPC issued the RFP dated 20.02.2023 for inviting the bids and thereby selecting the prospective TSP, in accordance with the *"Tariff Based Competitive-Bidding Guidelines for Transmission Service"* and *"Guidelines for Encouraging Competition in Development of Transmission Projects"* issued by the Government of India, Ministry of Power under Section 63 of the Electricity Act. The said RFP was duly forwarded by

TIRWA TRANSMISSION LIMITED NEW DELHI

BPC to Uttar Pradesh Electricity Regulatory Commission ("**UPERC**") *vide* letter dated 27.02.2023.

A copy of the RFP dated 20.02.2023 along with letter dated 27.02.2023, are annexed herewith and marked as **Annexure A-2 (Colly).**

8. As per the LOI to UPPTCL, BPC was required to select the TSP having prescribed technical and financial capability 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*. As per the RFP, TSP was required to make the Project available against payment of Transmission Charges, as adopted by this Hon'ble Commission under Section 63 of the Electricity Act.

9. In pursuance thereof, on 14.06.2023 a company in the form of Special Purpose Vehicle ("***SPV***") and by the name of "Tirwa Transmission Ltd." i.e., the Applicant herein, was incorporated under the Companies Act, 2013 by BPC as its 100% wholly owned subsidiary to initiate the activities for execution of the Project and subsequently to act as Transmission Service Provider after being acquired by the successful bidder selected through Tariff Based Competitive Bidding process

A copy of the Certificate of Incorporation of the Applicant Company is enclosed herewith and marked as **Annexure A-3.**

A copy of the Memorandum of Association along with the Articles of Association of the Applicant Company is annexed herewith and marked as **Annexure A-4 (Colly).**

10. Pursuant to the issuance of RFP, BPC initiated the process of TBCB for selection of the successful bidder, as per the Guidelines issued by the Government of India under Section 63 of Electricity Act.

TIRWA TRANSMISSION LIMITED NEW DELHI

11. In accordance with the provisions of RFP and the timeline provided therein, Megha Engineering and Infrastructures Ltd. submitted its technical and financial bid to BPC by due date and time i.e. 25.04.2023, which was later extended up to 12.05.2023.

12. Further, BPC after evaluating the bids submitted by the several bidders, declared Megha Engineering and Infrastructures Ltd. as a successful bidder in terms of Clause 3.6.1 of RFP. Accordingly, BPC vide letter dated 30.01.2024 issued a Letter of Intent to Megha Engineering and Infrastructures Ltd ("**LOI to MEIL**"). The terms contained in the said LOI to MEIL were unconditionally accepted by Megha Engineering and Infrastructures Ltd. *vide* letter dated 01.02.2024. In addition to the LOI to MEIL, the Bid Evaluation Committee also issued the certificate dated 20.06.2023 certifying Megha Engineering and Infrastructures Ltd. as the successful bidder.

    A copy of the LOI dated 30.01.2024 is annexed herewith and marked as **Annexure A-5.**

    A copy of the letter dated 01.02.2024 issued by Megha Engineering and Infrastructures Ltd. is annexed herewith and marked as **Annexure A-6.**

    A copy of the Bid Evaluation Certificate dated 20.06.2023 is annexed herewith and marked as **Annexure A-7**.

13. Further, as per the LOI and Clauses 2.15.2 and 2.15.4 of RFP, the successful bidder was required to fulfil inter-alia the following obligations within the period of 10 days from the issuance of LOI:

    (i) provide the Contract Performance Guarantee in favour of the Long-Term Transmission Customers per the provisions of Clause 2.12;

    (ii) Execute the Share Purchase Agreement and the Transmission Service Agreement;



(iii) Execute all other documents provided under RFP relating to the Transmission System;

(iv) To make an application before the Appropriate Commission seeking adoption of transmission charges as required under Section 63 of Electricity Act;

(v) Subsequent to execution of Share Purchase Agreement, approach the Appropriate Commission for grant of transmission license.

It is submitted that in terms of the obligations contained under the provisions of RFP, the TSP/Applicant was required to fulfil the said obligations within 10 days of issuance of LOI dated 30.01.2024. The said date was extended by BPC to 18.03.2024 by its letter dated 07.03.2024.

A copy of the letter dated 07.03.2024 issued by BPC is annexed herewith and marked as **Annexure A-8**.

14. Further, on 06.03.2024, in compliance with the LOI and Clause 2.12 of RFP, Megha Engineering and Infrastructures Ltd. furnished the following five Contract Performance Guarantees (CPG) of total Rs. Rs. 5,62,00,000 (Rupees Five Crore Sixty-Two Lakhs only) in favour of Nodal Agency, CTU as listed out in Annexure-17 of the RFP documents.

Sr. No.	Bank Guarantee No.	Date	Amount
a.	2268IGPER000424	06.03.2024	Rs. 16,80,000/- (Rupees Sixteen Lakhs Eighty Thousand only)
b.	2268IGPER000524	06.03.2024	Rs. 1,23,64,000/- (Rupees One Crore Twenty-Three Lakh Sixty-Four Thousand only)
c.	2268IGPER000624	06.03.2024	Rs. 1,29,26,000/- (Rupees One Crore Twenty-

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			Nine Lakh Twenty-Six Thousand only)
d.	2268IGPER000724	06.03.2024	Rs. 1,74,22,000/- (Rupees One Crore Seventy Four Lakh Twenty Two Thousand only)
e.	2268IGPER000824	06.03.2024	Rs. 1,18,02,000/- (Rupees One Crore Eighteen Lakh Twenty Two Thousand only)
			TOTAL: Rs. 5,62,00,000

Copy of the five CPG dated 06.03.2024 is enclosed herewith and marked as **Annexure A-9(Colly).**

15. On 05.03.2024, SPV that acts as a Transmission Service Provider at subsequent stage after having been acquired by the successful bidder, executed a Transmission Service Agreement (***"TSA"***) with the Nodal Agency, Respondent No. 2.

A copy of the TSA dated 05.03.2024 is annexed herewith and marked as **Annexure A-10.**

16. In compliance with the obligations provided under Clause 1.5 of RFP, on 07.03.2024, Megha Engineering and Infrastructures Ltd. executed the Share Purchase Agreement with BPC and the SPV. Pursuant to execution of the said Agreement, Megha Engineering and Infrastructures Ltd. acquired the 100% shareholding in the Applicant company/ TSP.

A copy of the Share Purchase Agreement dated 07.03.2024 is enclosed herewith and marked as **Annexure A-11**.

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17. The financial capacity to carry out the Jewar Transmission Limited - EPC project is INR **163.60 Cr.**

18. Relevant information pertaining to the availability of number of competent personnel to construct, operate and maintain the transmission system effectively and efficiently is enclosed in **Annexure A-12.**

19. The statement describing the land which the applicant proposes to acquire for the purpose of the Licensed Business and the means of such acquisition is enclosed in **Annexure A-13.**

20. After complying with all the aforesaid obligations, the Applicant *vide* the present Application has approached this Hon'ble Commission for grant of transmission license in order to execute the Transmission System as a TSP in terms of the RFP and the TSA.

21. It is submitted that Section 14 of the Electricity Act provides that the Appropriate Commission may, on an application made under Section 15 of the Act, grant Licence to any person to transmit electricity as a transmission licensee in any area as may be specified in the Licence. The word 'person' has been defined in Section 2(49) of the Electricity Act to include any company or body corporate or association or body of individuals, whether incorporated or not, artificial, or juridical person. Therefore, the Applicant in accordance with the obligations provided under TSA and in terms of Section 14, 15 & 86(1)(d) of the Electricity Act is filing the present Application inter-alia seeking grant of Transmission Licence for the Transmission System explained above.

22. Section 15(1) of the Electricity Act provides that every application under Section 14 shall be made in such manner and in such form as may be specified by the Appropriate Commission and shall be accompanied with such fees as may be prescribed. Having regard to the provisions of the parent Act, this Hon'ble Commission has enacted Uttar Pradesh Electricity



Regulatory Commission (General Conditions of Transmission License) Regulations, 2005. Accordingly, the Applicant after possessing the necessary eligibility criterion, has approached this Hon'ble Commission *vide* the present Application.

23. That, the Applicant i.e., Tirwa Transmission Ltd., incorporated under the Companies Act, 2013, is a 100% wholly owned subsidiary of Megha Engineering and Infrastructures Ltd. which has been selected as a successful bidder on the basis of the Tariff Based Competitive Bidding conducted as per the Tariff Based Bidding Guidelines for Transmission Service issued by the Ministry of Power, Government of India and thus eligible for issuance of transmission licence under UPERC Transmission Licence Regulations.

24. It is submitted that the grant of transmission license is a pre-condition under the Transmission Service Agreement and is also a requirement in law without which the Applicant cannot proceed with the establishment of the Transmission System as a TSP.

25. This Hon'ble Commission in UPERC Transmission Licence Regulations had prescribed the form of Application and also the amount of fee for making an application for grant of Transmission Licence. Accordingly, the Applicant is submitting the present Application in such prescribed format along with the fees as per Regulation 3.2.1 of the Uttar Pradesh Electricity Regulatory Commission (Fees and Fines) Regulations, 2010.

    A Copy of duly filled Form-I along with the Resolution passed by the Board of Directors of Tirwa Transmission Ltd. is enclosed herewith and marked as **Annexure A-14.**

26. It is further submitted that the Applicant is simultaneously submitting/furnishing a copy of the instant Application to Central Transmission Utility, as required under Section 15 (3) of the Electricity Act seeking appropriate recommendations, if any, in accordance with Section 15

TIRWA TRANSMISSION LIMITED NEW DELHI

(4) of the Act. In addition, CTUIL is also a party Respondent in the present petition.

27. The present Application/ petition for grant of Transmission Licence is being posted on its website http://ttl.in.net/ as per UPERC Transmission Licence Regulations so as to facilitate the access of the Application by any person through the Internet.

28. Having regard to the above submissions, the Applicant submits that it possesses the requisite eligibility criteria for the grant of transmission licence as stipulated under UPERC Transmission Licence Regulations and therefore this Hon'ble Commission may grant the prayer as prayed for. The Applicant further craves leave of this Hon'ble Commission to submit relevant information/documents as and when required to comply with the obligations under the provisions of law.

29. The present Application is being made *bona-fide* and in the interest of justice.

PRAYER

The Applicant hereby humbly prays the Hon'ble Commission to:

a) Issue the Transmission License to the Applicant for establishing, operating and maintaining the Transmission System of "*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.*", comprising of assets elements as detailed in the present petition, in terms of the provisions of RFP and Transmission Service Agreement read with Section 14, 15 and 86 (1) (d) of the Electricity Act;

b) Allow the Transmission System, as detailed in the present Application to be part of the Intra-State Transmission System and direct that the recovery of transmission charges shall be in accordance with the terms of UPERC (Terms and Conditions for Determination of Transmission Tariff) Regulations, 2006.

TIRWA TRANSMISSION LIMITED NEW DELHI

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

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

APPLICANT

THROUGH

PLACE: NEW DELHI
DATED: 14.06.2024

ABIHA ZAIDI
ADVOCATE FOR THE PETITIONER
S-387, GF, GREATER KAILASH – I
NEW DELHI – 110048
PHONE: +91 9599337516
E-mail: office@abihazaidi.com

TIRWA TRANSMISSION LIMITED NEW DELHI

ANNEXURE A-1

DIRECTOR (WORKS & PROJECT),
U.P. POWER TRANSMISSION CORPORATION LTD.
निदेशक (कार्य एवं परियोजना)
उ0 प्र0 पावर ट्रांसमिशन कारपोरेशन लि0,
7th Floor, Shakti Bhawan, 14-Ashok Marg, Lucknow-226 001 (U.P.)
E-mail: director_project@upptcl.org
7 वां तल, शक्ति भवन, 14–अशोक मार्ग, लखनऊ– 226 001 (उ0प्र0)
CIN No. : U40101UP2004SGC028687

No.: 380/PPP Cell/Tirwa/LILO of Shamli Aligarh line Dated: 19 Nov, 2022

Chief Executive Officer,
M/s PFC Consulting Limited,
1st floor 'Urjanidhi',
1, Barakhamba Lane, Conaught Place,
New Delhi-110001.

Subject :- **Letter of Intent (LOI) for providing services of Consultant & Bid Process Coordinator (BPC) for selection of Transmission Service Provider by the process of 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 (2x660 MW) THDC Khurja Power Plant"**

References : 1. Offer: 04/22-23/UPPTCL/BPC dated : 15.09.2022
2. Revised Offer : 04/22-23/UPPTCL/BPC dated : 13.10.2022.

Dear Sir,

In continuation to above mentioned references, a Letter of Intent (LOI) is hereby placed for providing services as Consultant and Bid Process Coordinator (BPC) for selection of Transmission service provider through Tariff Based Competitive Bidding Process for the construction of project comprising 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 (2x660 MW) THDC Khurja Power Plant. The details of the Project along with estimated cost are given as under:-

Sl. No.	Details of work (Name of substation/line)	Capacity (MVA/Km)	Estimated Cost (Rs. Crore)
A	**Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines**		
1	Construction of 220/132/33 kV substation, Tirwa (Kannauj) (including following Bay at S/S) :– (i) 220kV 160MVA ICT Bay – 02 Nos. (ii) 132kV 160MVA ICT Bay – 02 Nos. (iii) 132kV 63MVA ICT Bay – 02 Nos. (iv) 33kV 63MVA ICT Bay – 02 Nos. (v) 220kV Bay : Feeder Bay – 02 Nos. Bus Coupler Bay – 01 No. Transfer Bus Bay – 01 No. (vi) 132kV Bay : Feeder Bay – 02 Nos. Bus Coupler Bay – 01 No. Transfer Bus Bay – 01 No.	2x160 + 2x63 MVA	78.85

TIRWA TRANSMISSION LIMITED NEW DELHI

	(vii) 33kV Bay : Feeder Bay – 10Nos. (Including bay for 10MVAR capacitor bank) Transfer Bus Coupler Bay – 01 No.		
2	LILO of 220kV Mainpuri (220) - Bhauti PG (400) S/C line at 220kV Tirwa Substation	13 Km	10.62
3	LILO of 132kV Dibiyapur - Bidhuna S/C line at 220kV Tirwa Substation	35 Km	20.37
		Total - A	109.84
B	**Construction of LILO of Shamli - Aligarh Line at THDC Khurja**		
1	Construction of LILO of one circuit of 400 kV D/C (Twin Moose) Shamli - Aligarh Line at THDC (2x660 MW) Khurja Power Plant*	2x13 Km	26.75
		Total - B	26.75
		Total (A+B)	**136.59**

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

Deliverables by BPC:-

(i) Incorporation of SPV;
(ii) Preliminary route survey report;
(iii)Request for Proposal (RFP) Documents;
(iv)Draft evaluation report at RFP stage;
(v) Drafts of Share Purchase Agreement and Transmission Service Agreement;
(vi)Draft of Petition before UPERC for adoption of Tariff.

It shall also be the responsibility of the PFC Consulting Limited {hereinafter referred to as "Consultant & Bid Process Coordinator (BPC)"} to carry out such works without any extra cost. The terms and conditions are mentioned as below:

1.0 <u>Consultancy Fee</u> :

The consultancy fee for the assignment would be **Rs. 1.7 Crore** plus Goods and service tax at applicable rates on date(s) of payment(s) as Fees plus expenditure incurred by PFCCL towards the bidding process till transfer of SPV to the Successful Bidder.

The above consultancy cost shall be included in the acquisition price and shall be recovered by PFCCL from the Successful Bidder on transfer of SPV to the successful bidder without any cost to UPPTCL.

If due to any reason or decision of the Client/ the Govt./ Regulator, the assignment is dropped or PFCCL is directed to discontinue work by UPPTCL, the expenditure incurred by PFCCL towards the bidding process till that period when the assignment is dropped, shall be reimbursed by UPPTCL to PFCCL.

TIRWA TRANSMISSION LIMITED NEW DELHI

2.0 Work schedule :

The activity wise break up is given as below :

Sl. No.	Events	Elapsed Time from Zero Date
1.	Issuance of RFP	Zero day
2.	Submission of written clarifications/amendments, if any, on the RFP Project Documents by Bidders	20 days
3.	Pre-Bid meeting(s) and issuance of written clarifications and revised RFP documents	38 days
4.	Issue of final RFP Project Documents	48 days
5.	Submission of Bid (Online submission of Bid through electronic bidding portal)	63 days
6.	Opening of Technical Bid	63 days
7.	Shortlisting and announcement of Qualified Bidders on bidding portal	71 days
8.	Opening of Financial Bid- Initial Offer	72 days
9.	Electronic reverse auction (Financial Bid - Final Offer) for the Qualified Bidders.	73 days
10.	Submission of original hard copies of Power of Attorney, Consortium Agreement, as applicable and Bid Bond by the bidder with lowest Final Offer	3 days post closed of e-reverse bidding process
11.	Selection of Successful Bidder and issue of LOI	8 days post closed of e-reverse bidding process
12.	Signing of Share Purchase Agreement and transfer of SPV	10 days post issuance of LOI

Note :

(i) The PFCCL will submit fortnightly activity report indicating briefly main task carried out during the month under the review. PFCCL will also submit briefing and Position Papers on selected issues as requested from time to time. The dates mentioned against the above activities are indicative only and subject to change as required and to be confirmed later.

PRIMA TRANSMISSION LIMITED NEW DELHI

3.0 Scope of Work :

The scope of work broadly covers carrying out the bid process starting from incorporation of SPV till transfer of SPV to the successful bidder selected through "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by MoP. The scope of work inter-alia includes the following:

A) **Incorporation of a Special Purpose Vehicle (SPV)** by PFCCL to initiate the activities for execution of the Project. The SPV shall take up various preparatory activities of the transmission project e.g. initiation of the process of acquisition of land (if any), and initiate the process of seeking forest clearance (if any). The said SPV shall be acquired by the Successful Bidder selected through TBCB.

- Appointment of Board of Directors of the Shell Company (SPV).
- Maintaining the financial accounts of the SPV.

B) **Preparation of preliminary route survey report,** which will contain information regarding the identification of three alternate sites for substation and associated transmission lines, i.e. indicative route alignment and type of terrain likely to be encountered.

C) **Preparation of SBD and RFQ etc.**

1. The bid process will be Single Stage two Envelope based on Standard Bidding Documents (SBDs) issued by Ministry of Power on 06.08.2021;
2. Preparation of RFP documents in line with the Standard Bidding Documents (SBDs) issued by Ministry of Power , Govt. of India;
3. Inviting Response to RFP by way of International Competitive Bidding and publication of RFP notice in National and International Newspapers;
4. Advise and assist in carrying out evaluation of the Responses to RFP Bids and presentations before various committees, as may be desired by the UPPTCL;
5. Organizing Bidders' Conferences at RFP stage and advise/ assist in responding to queries/ comments of bidders on RFP documents, as may be required;
6. Participate in discussions up to signing of the agreements (TSA & SPA) with TSP;
7. Assistance in preparation of Petition before UPERC for adoption of Tariff;
8. The entire bidding process will be carried out online through e-platform at MSTC portal and lowest transmission charges shall be discovered through e-reverse auction.
9. Interaction/Discussion with Empowered Committee, State Commission/ any other agency as intimated by Uttar Pradesh Power Transmission Corporation Limited.

TIRWA TRANSMISSION LIMITED NEW DELHI

10. Making application and obtaining approval of Government of Uttar Pradesh for laying of overhead transmission lines under Section 68 of Electricity Act, 2003.

D) **Preparation of various agreements** i.e. the Transmission Service Agreement (TSA), Share Purchase Agreement (SPA) etc. as may be required.

E) **Bid Process Management:-** Sequence of activities in the single stage selection process:

- Issuance of gazette notification
- Creation of SPV
- Route alignment Survey report
- Issue of RFP
- Bidders Conferences/Clarifications
- Issuance of Finalized RFP documents
- Submission of Technical & Financial Bids
- Shortlisting of Technically Qualified Bidders
- Opening of Financial Bids-INITIAL Offer
- E-Reverse Auction
- Selection of successful bidder
- Issue of LoI to selected bidder
- Signing of TSA and Transfer of SPV to selected bidder
- Affidavit for Adoption of Tariff by SERC

4.0 Performance Guarantee :

A Bank Guarantee from scheduled Bank as per Performa enclosed in ANNEXURE-I for an amount equivalent to 10% of Contract Price is to be submitted with in fifteen days of Letter of Intent(LOI). The Bank Guarantee shall be valid upto completion period for consultancy assignment plus 6 months claim period thereafter in the Proforma enclosed.

You are, therefore, requested to send your acceptance of above said LOI immediately. Further the performance Bank Guarantee (10% of Contract Price) may also be submitted to the undersigned so that the contract agreement may be signed by both parties within fifteen days of issue of this LOI.

Yours faithfully,

(Rajiv Kumar)
Director (W&P)

No.:380 /PPP Cell/Tirwa/LILO of Shamli Aligarh line Dated: 19 Nov. 2022

Copy forwarded to the following for information and necessary action:

1. Additional Chief Secretary (Energy), Govt. of UP, Lucknow.
2. PS to Chairman, UPPTCL, 7th floor, Shakti Bhawan, Lucknow.

TIRWA TRANSMISSION LIMITED NEW DELHI

3. PS to MD, UPPTCL, 7th floor, Shakti Bhawan, Lucknow.
4. PS to MD, UPPCL, 7th floor, Shakti Bhawan, Lucknow.
5. Director (Commercial), UPPCL, 6th Floor Shakti Bhawan, Lucknow.
6. Director (Corporate Planning), UPPCL, 7th Floor Shakti Bhawan, Lucknow.
7. Director (Operation), UPPTCL, 11th Floor Shakti Bhawan, Lucknow.
8. Director (Commercial & Planning), UPPTCL, 5th Floor Shakti Bhawan, Lucknow.
9. Chief Engineer (CMUT), UPPTCL, 11th floor, Shakti Bhawan Extn., Lucknow.

Rajiv Kumar

(Rajiv Kumar)
Director (W&P)

TIRWA TRANSMISSION LIMITED
NEW DELHI

STANDARD SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT

FOR

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

TO

ESTABLISH INTRA-STATE TRANSMISSION SYSTEM

FOR

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

ISSUED BY

PFC CONSULTING LTD.

(A wholly owned subsidiary of Power Finance Corporation Ltd.)

Registered Office:
1st Floor, "Urjanidhi", 1, Barakhamba Lane,
Connaught Place, New Delhi-110001

February 20, 2023

TIRWA TRANSMISSION LIMITED NEW DELHI

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

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

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish 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**" is issued by PFC Consulting Limited.

This RFP document is issued to -

M/s. _____

_____

_____

_____

_____

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



REQUEST FOR PROPOSAL NOTIFICATION

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

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

1. UP Power Transmission Corporation Limited (UPPTCL) has placed Letter of Intent (LoI) dated 19.11.2022 for appointing PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish 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 "** through tariff based competitive bidding process.

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

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		
S. No.	**Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines**	**Scheduled COD from Effective Date**
A.	**Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines**	
1.	Construction of 220/132/33kV substation, Tirwa (Kannauj) (including following Bay at S/S):- 2x160 + 2x63 MVA (i) 220kV 160MVA ICT Bay- 02 Nos. (ii) 132kV 160MVA ICT Bay- 02 Nos. (iii) 132kV 63MVA ICT Bay- 02 Nos. (iv) 33kV 63 MVA ICT Bay- 02 Nos. (v) 220kV Bay : Feeder Bay- 02 Nos. Bus Coupler Bay- 01 Nos. Transfer Bus Bay- 01 Nos. (vi) 132kV Bay : Feeder Bay- 02 Nos. Bus Coupler Bay- 01 Nos.	18 Months

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		
S. No.	**Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines**	**Scheduled COD from Effective Date**
	Transfer Bus Bay-0 1 Nos. (vii) 33kV Bay: Feeder Bay- 10 Nos. (Including bay for 10MVAR Capacitor bank) Transfer Bus Coupler Bay- 01 Nos.	
2.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa Substation	
3.	LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa substation	
B.	**Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant**	
1.	LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant*	7 Months

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

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

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

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

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

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

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

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

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

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

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

8. **Transmission Charges**: The Transmission Charges shall be payable by the Long Term Transmission Customer(s) in Indian Rupees. Bidders shall quote the Transmission Charges as per the pre-specified structure, as mentioned in the RFP.

9. **Issue of RFP document:** The detailed terms and conditions for qualification and selection of the Transmission Service Provider for the Project and for submission of Bid are indicated in the RFP document. All those interested in purchasing the RFP document may respond in writing to **General Manager, Tel. +91 11 23443996, Fax +91 11 23443990, Email: pfccl.itp@pfcindia.com** at the address given in para 12 below with a non-refundable fee of **Rs. 5,00,000/- (Rupees Five Lakh Only) or US$ 7000/- (US Dollars Seven Thousand Only)** plus 18% GST, to be paid via electronic transfer to the following Bank Account:

Bank Account Name	**: PFC Consulting Limited**
Account No.	**: 000705036117**
Bank Name	**: ICICI Bank**
IFSC	**: ICIC0000007**
Branch	**: Connaught Place, New Delhi-110001**

TIBWA TRANSMISSION LIMITED NEW DELHI

latest by **April 24, 2023**. Immediately after issuance of RFP document, the Bidder shall submit the Pre-Award Integrity Pact in the format as prescribed in Annexure B, which shall be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and shall be submitted by the Bidder in two (2) originals in a separate envelope, duly superscripted with Pre-Award Integrity Pact. The Bidder shall submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi. In case the Bidder is in a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

The RFP document shall be issued to the Bidders on any working day from **February 20, 2023 to April 24, 2023 between 10:30 hours (IST) to 16:00 hours (IST)**. The BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFP document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.

10. **Receipt and opening of Bid:** The Bid must be uploaded online through the electronic bidding platform on or before **15:00 hours (IST) on April 25, 2023**. Technical Bid will be opened by the Bid Opening Committee on the same day at **15:30 hours (IST)** in the office of UP Power Transmission Corporation Limited (UPPTCL), Shakti Bhawan, Lucknow in the online presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be opened on the next working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause **3.2** to **3.4** shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.

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

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

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

General Manager
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi - 110001, India
Tel. + 91-11-23443996
Fax + 91-11-23443990
Email: pfccl.itp@pfcindia.com

DISCLAIMER

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

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

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

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

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

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

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

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

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

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

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



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DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Project Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2019, UPERC (Terms and Conditions for determination of Transmission Tariff) Regulations, 2019 / Uttar Pradesh Electricity Regulatory Commission (Multi Year Transmission Tariff) Regulations, 2019, UPERC (Grant of Connectivity to Intra- State Transmission System) Regulations 2010, UPERC (General condition of Transmission License) Regulations 2005, UPERC (Terms and Conditions for Open Access) Regulations, 2004, UP Electricity Grid Code 2007 or any other relevant electricity law, rule or regulation prevalent in UP/India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RFP:

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

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

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

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

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

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

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

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

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

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

"Bid Bond" shall mean the unconditional and irrevocable bank guarantee for **Rs. 3.75 Crore (Rupees Three Crore Seventy Five Lakh Only)** only, to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;

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

"Bid Evaluation Committee" shall mean the committee constituted by Government of Uttar Pradesh vide G.O No._281/24-UNNP/18-14 (Prakosth)/18 dated 4th May, 2018;

"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;

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

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

"Central Government" shall mean the Government of India;

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

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

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

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

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

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

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

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

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

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

"Empowered Committee" shall mean the committee constituted by the Government of Uttar Pradesh vide Go No. 280/24-U.N.N.P/18-14 (Prakosth)/18 dated May 04, 2018;

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

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

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

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

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

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

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

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

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

"Lead Long Term Transmission Customer" shall have the meaning as ascribed thereto in the TSA;

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

"Long Term Transmission Customer" shall 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;

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

"Transmission Charges" shall mean the Final Offer quoted by Selected Bidder and adopted by the State Commission, and as computed in terms of the provisions of Schedule 4 of the TSA, payable to the Licensee by the Long Term Transmission Customers as per provisions of Transmission Service Agreement.

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

"Transmission Service Agreement" or **"TSA"** shall mean the agreement entered into between

Long Term Transmission Customer and the TSP, pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project on a commercial basis;

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

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

SECTION – 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

1.1 UP Power Transmission Corporation Limited (UPPTCL) has placed Letter of Intent (LoI) dated 19.11.2022 for appointing PFC Consulting Limited (PFCCL) to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish 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 "** through tariff based competitive bidding process.

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

1.2 The TSP will be required to establish the following Inter 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** (hereinafter referred to as 'Project') on build, own, operate and transfer basis, and to provide transmission service.

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		
S. No.	**Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines**	**Scheduled COD from Effective Date**
A.	**Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines**	
1.	Construction of 220/132/33kV substation, Tirwa (Kannauj) (including following Bay at S/S):- 2x160 + 2x63 MVA (i) 220kV 160MVA ICT Bay- 02 Nos. (ii) 132kV 160MVA ICT Bay- 02 Nos. (iii) 132kV 63MVA ICT Bay- 02 Nos. (iv) 33kV 63 MVA ICT Bay- 02 Nos. (v) 220kV Bay : Feeder Bay- 02 Nos. Bus Coupler Bay- 01 Nos. Transfer Bus Bay- 01 Nos. (vi) 132kV Bay : Feeder Bay- 02 Nos. Bus Coupler Bay- 01 Nos.	18 Months

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		
S. No.	**Construction of 220/132/33 kV Tirwa (Kannauj) substation with associated lines**	**Scheduled COD from Effective Date**
	Transfer Bus Bay-0 1 Nos. (vii) 33kV Bay: Feeder Bay- 10 Nos. (Including bay for 10MVAR Capacitor bank) Transfer Bus Coupler Bay- 01 Nos.	
2.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa Substation	
3.	LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa substation	
B.	**Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant**	
1.	LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant*	7 Months

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

1.3 **Project Description**

A. 220/132/33 KV Tirwa (2x160+2x63MVA) substation.

At present, Kannauj district is being fed at 33kV voltage level from 220/132/33 kV Chhibramau, 132/33KV Substation, Kannauj and Talgram sub-stations. Generally 132 kV substation, Kannauj and Talgram is fed at 132 kV voltage level from 220 kV Substation Chibramau and in contingency these are fed from 220 KV Neebkarori sub-station. At present both of the above 220 kV substations are overloaded. Due to excessive long 33 kV lines in Tirwa area of Kannauj the problem of low voltage and overloading persists especially in summer. Therefore to overcome the low voltage problem and to strengthen the transmission system, 220/132/33 KV Tirwa (2x160+2x63MVA) substation along with few lines associated to it is proposed for construction.

B. LILO of Shamli-Aligarh line at THDC Khurja

In addition to above as per Power Purchase Agreement (PPA), 60% of the generated power of THDC Khurja STTP (2x 660 MW) has been allocated to the state of Uttar Pradesh. The power evacuation of Khurja TPS is to be done by constructing LILO of one circuit of Shamli-Aligarh line at THDC Khurja Power Plant.

1.4 Transmission Grid Map

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

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

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

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

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

1.6 Brief Scope of Work

1.6.1 Scope of Transmission Service Provider

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

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

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

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

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

1.6.1.5 The TSP shall seek approval under Section 164 of Electricity Act, from Energy Department, Government of Uttar Pradesh after acquisition of **SPV [which is under incorporation]**. The approval shall be granted by Energy Department, Government of

Uttar Pradesh upon generally within 30 days but in no case later than 45 days from the date of receipt of application (complete in all aspects).

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

BPC's scope of work is briefly outlined hereunder:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.13 The assets of the Project shall be made available on a commercial basis as per the terms and conditions of the Transmission Service Agreement and State Electricity Regulatory Commission applicable Regulations as amended from time to time.

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SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

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

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

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

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

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

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

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project(s) from the date of financial closure of the project(s) till the time of commissioning/completion of such project(s).

OR

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

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

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

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

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

2.1.3.1 The Bidder must fulfill following financial requirements:

A. Networth:

Networth should be not less than Rs. **250 Crore** or equivalent USD (calculated as per provisions in Clause 3.4.1**)** computed as the Networth based on unconsolidated audited annual accounts (refer to Note below) of any of the last three (3) financial years as provided in Clause 2.2.3, immediately preceding the Bid Deadline. Also, the Networth of any of the last three (3) financial years should not be negative.

Note: Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Technical Bid. Bidders shall furnish prescribed Annexure 7 (A) duly certified by

authorized signatory of the Bidder who has been issued Power of Attorney and the Statutory Auditor and separate computation sheet for Networth duly certified by Statutory Auditor in support of their financial capability as defined in Clause 2.1.3 of this RFP.

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

A. Networth

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

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

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

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

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

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evaluated entity or by or the Ultimate Parent Company. The Bidding Company or the Consortium Member shall have to provide information and documents relating to its relationship with such Technically Evaluated Entity and/or Financially Evaluated Entity including details about the equity shareholding between them as per Annexure 7(C).

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

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

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

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

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

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

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

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

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

2.2 Submission of Bid by the Bidder

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

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

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

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

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

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

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

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

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

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

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

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

2.2.5 Bid submitted by a Bidding Company

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

2.3 Clarifications & Pre-Bid Meeting

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

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

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

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

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

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

2.4 Amendment of RFP

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

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

2.4.3. The amendment to the RFP shall be notified to all the Bidders through the electronic

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bidding platform and shall be binding on them.

2.5 The Bidding Process

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

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

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

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

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

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

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share the rank of the fourth (4th) Bidder shall qualify to participate in the electronic reverse auction.

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

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

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

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

2.5.1 Bid Formats

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

2.5.2 Technical Bid comprising of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OR

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

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

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

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

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

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

14. Bid Bond, as per the prescribed format at **Annexure 14**.

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

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

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

18. Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their

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amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member.

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

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

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

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

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

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

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

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

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

b. The Quoted Transmission Charges as per the format at Annexure-21 shall be inclusive of all charges and no exclusions shall be allowed. The Bidders shall take into account all costs including capital and operating, statutory taxes, duties, levies. Availability of the inputs necessary for operation and maintenance of the

Project should be ensured by the TSP at the Project site and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the Project site must be included in the Quoted Transmission Charges.

c. Annexure 21 duly digitally signed by authorized signatory.

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

2.5.5 Transmission Charges

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

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

2.5.6 Bidders may note that:

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

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

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

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

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

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

g) Though adequate care has been taken while preparing this RFP document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to the BPC immediately. If no intimation is

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received from any Bidder within ten (10) days from the date of issue of RFP document, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

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

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

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

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

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

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

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

ii. Annul the bid process; or

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

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

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

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

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

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

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

2.5.7 Bidders to inform themselves fully

2.5.7.1. The Bidders shall make independent enquiry and satisfy themselves with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on his Bid. Once the Bidders have submitted their Bids, the Bidders shall be deemed to have inspected and examined the site conditions (including but not limited to its surroundings, its geological condition and the adequacy of transport facilities to the site), the laws and regulations in force in India, the transportation facilities available in India, the grid conditions, the adequacy and conditions of roads, bridges, railway sidings, ports, etc. for unloading and/or transporting heavy pieces of material and has based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the transmission of power. Accordingly, each Bidder acknowledges that, on being selected as Successful Bidder and on acquisition of one hundred percent (100%) of the equity shares of the **SPV [which is**

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

under incorporation], the TSP shall not be relieved from any of its obligations under the RFP Project Documents nor shall the TSP be entitled to any extension in Scheduled COD mentioned in this RFP or financial compensation for any reason whatsoever.

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

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

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

2.5.7.3. The Survey Report has been prepared in good faith, and on best endeavor basis. Neither BPC & Long Term Transmission Customers nor their employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions made in the Survey Report, or the accuracy, completeness or reliability of information contained therein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of such Survey Report, even if any loss or damage is caused to the Bidders by any act or omission on their part.

2.5.7.4. Bidders shall make best efforts and carry out its own due diligence upon survey report provided by BPC and shall consider all possible techno-commercial factors before submission of Bid. Bidders may also visit the route of the Transmission Lines

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associated with the Project and the surrounding areas and obtain / verify all information which they deem fit and necessary for the preparation of their Bid. Bidders may also carry out required surveys and field investigation for submission of their Bid. Bidders may also opt for any other route and is not bound to follow the route suggested in survey report provided by BPC.

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

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

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

2.5.8 Minimum Equity holding/Equity Lock-in

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

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

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

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

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

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

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

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

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

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

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

2.6 Project Schedule

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

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S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
A.	**Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines**			
1.	Construction of 220/132/33kV substation, Tirwa (Kannauj)	Last Date of 18th Month from the date of transfer of SPV	80.42 %	Elements at S.No. 1,2 & 3 shall be required simultaneously.
2.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa S/s			
3.	LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa S/s			
B.	**Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant**			
1.	LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 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.

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

Scheduled COD for overall Project: **18 Months from Effective Date**

2.7 Due dates

2.7.1. The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e. on or before **15:00 Hrs (IST) on April 25, 2023**. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.

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2.7.2. Important timelines are mentioned below:

Date	Event
20.02.2023	Issuance of RFP
13.03.2023	Submission of written clarifications/amendments, if any, on the RFP / RFP Project Documents by Bidders so as to reach BPC by 1700 hours. Such written clarifications/amendments shall be in the format provided in Annexure-20.
20.03.2023	Pre-Bid meeting(s)
31.03.2023	Issue of written clarifications and revised RFP documents
10.04.2023	Issue of final RFP Project Documents
25.04.2023	Submission of Bid (Online submission of Bid through electronic bidding portal)
25.04.2023	Opening of Technical Bid
03.05.2023	Shortlisting and announcement of Qualified Bidders on bidding portal
04.05.2023	Opening of Financial Bid - Initial Offer
08.05.2023	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
11.05.2023	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer
18.05.2023	Selection of Successful Bidder and issue of LOI
29.05.2023	Signing of RFP Project Documents and transfer of **SPV [which is under incorporation]**

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

2.8 Validity of the Bid

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

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

2.9 Method of Submission

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

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

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

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

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

2.10 Preparation cost

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

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

Bank Account Name	**: PFC Consulting Limited**
Account No.	**: 000705036117**
Bank Name	**: ICICI Bank**
IFSC	**: ICIC0000007**
Branch	**: Connaught Place, New Delhi-110001**

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

Bidder is in a consortium, the Pre-Award Integrity Pact shall be signed and submitted by each member of the Consortium separately.

2.11 Bid Bond

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

2.11.2. Subject to the provisions of Clause 2.15.5, the Bid Bond may be invoked by the BPC or its authorized representative, without any notice, demure, or any other legal process upon occurrence of any of the following:

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

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

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

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

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

2.12 Contract Performance Guarantee

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2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission Customer the Contract Performance Guarantee for an amount of **Rs. 5.62 Crore (Rupees Five Crore Sixty Two Lakh Only**). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.

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

2.13 Opening of Bids

2.13.1. Technical Bid will be opened by the Bid Opening Committee as per the following time schedule and in the office of Uttar Pradesh Power Transmission Corporation Limited (UPPTCL), Shakti Bhawan, Lucknow in the online presence of Bidders' representatives who wish to attend:

Opening of Envelope (Technical Bid): **15:30 hours (IST) on April 25, 2023** or such other dates as may be intimated by BPC to the Bidders.

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

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at **15:00 hours (IST)** on May 04, 2023 in the office of Uttar Pradesh Power Transmission Corporation Limited (UPPTCL), Shakti Bhawan, Lucknow

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

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

Information to be provided after opening of Initial Offer:

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

2.14 Enquiries

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

General Manager
PFC Consulting Limited
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001
Tel. + 91 11 23443996
Fax + 91 11 23443990
Email: pfccl.itp@pfcindia.com

2.15 Other Aspects

2.15.1. The draft of the Transmission Service Agreement and Share Purchase Agreement have been attached to this RFP.

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

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

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

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

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

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

c) acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of **SPV [which is under incorporation]** from PFC Consulting Limited, who shall sell to the Selected Bidder, the equity shareholding **SPV [which is under incorporation]**, along with all its related assets and liabilities;

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Confidentiality

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

a) to their professional advisors;

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

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

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

2.17 Right of the BPC to reject any Bid

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

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

2.19 Fraudulent and Corrupt Practices

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

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

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

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

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

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

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

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

SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

SECTION 3

1. EVALUATION OF BID

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

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

3.2. STEP I – Responsiveness check

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

a) Technical Bid that are incomplete.

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

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

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

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

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

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

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

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

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

k) Bid not accompanied by a valid Bid Bond;

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

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

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

o) Bidder having Conflict of Interest

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

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

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

s) Bid being conditional in nature.

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

3.3. STEP II - Compliance with submission requirements

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

3.4. STEP III -Evaluation of Technical Bid

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

3.4.1. Interpolation of financial data.

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

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

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

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For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their Banker prevailing on the relevant date and used for such conversion. Such Bidders shall submit necessary certification from their Banker for the exchange rate used in the conversation.

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

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

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

3.5. STEP IV - Evaluation of Financial Bids

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

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

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

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

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

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

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

3.6. STEP V - Bidder Selection

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

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

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

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

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

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

3.7. Misrepresentation by the Bidder

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

3.8. Disposition of Technical Bid

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

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

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

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

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

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

SECTION - 4

ANNEXURES FOR BID

TIRWA TRANSMISSION LIMITED
NEW DELHI

SECTION – 4

I. Formats for Bid

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

Technical Bid

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

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

Financial Bid

21. Format for Financial Bid

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

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

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

TIRUWA TRANSMISSION LIMITED NEW DELHI

ANNEXURE 1 - COVERING LETTER

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

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

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

Dear Sir,

Sub: **Bid 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" through tariff based competitive bidding process.**

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

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

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

4. We hereby agree and undertake to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard.

   We hereby also agree and undertake to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-

TIRWA TRANSMISSION LIMITED NEW DELHI

PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India.

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

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

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

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

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

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

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

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

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

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

TIRUMA TRANSMISSION LIMITED NEW DELHI

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

14. Bid Bond

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

15. Acceptance

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

16. Familiarity With Relevant Indian Laws & Regulations

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

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

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

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

Thanking you,

Yours sincerely,

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

Name: .....

TIRUPATI TRANSMISSION LIMITED NEW DELHI

Designation: .....
Address: .....

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

Company Rubber Stamp

ANNEXURE 2 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

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

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

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

Dear Sir,

Sub: **Bid for selection of Bidder as Transmission Service Provider to establish 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" through tariff based competitive bidding process.**

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

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

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

TIRWA TRANSMISSION LIMITED NEW DELHI

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

The details of contact person are furnished as under:

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

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

Thanking you,

Yours faithfully,

.....
(Signature)

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

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

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

POWER OF ATTORNEY

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

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

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

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

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

.....
(Signature)

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

Accepted

.....
(Signature of the Attorney)

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

TIRWA TRANSMISSION LIMITED NEW DELHI

(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant

.....
(Signature of the Executant)

.....
(Signature of Notary Public)

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

Notes:

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

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

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

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

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

POWER OF ATTORNEY

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

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

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

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

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

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

For and on behalf of
Consortium Member

.....

TIRUMA TRANSMISSION LIMITED NEW DELHI

(Signature of the Authorized Signatory)

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

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

Accepted
Specimen signatures of attorney attested

.....
(Signature)

.....

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

(Signature of Notary Public)

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

Notes:

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

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

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

TIRUPATI TRANSMISSION LIMITED NEW DELHI

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

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

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

Name: .....

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

Website Address: .....

Country of Origin: .....

b. Year Organized: .....

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

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

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

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

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

g. Telephone Number: .....

h. Email Address: .....

i. Telefax Number: .....

j. Please provide the following documents:

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

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

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

2. Details of Ownership Structure:

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

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

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

Notes:

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

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

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

.....
(Stamp)

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



FORMAT FOR AUTHORISATION

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

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by **PFC Consulting Limited** to verify our Bid 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"** through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

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

.....
(Signature)

Name of Authorized Signatory: .....

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

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

.....
(Company rubber stamp/seal)

.....
(Signature of Notary Public)

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

TIRWA TRANSMISSION LIMITED NEW DELHI

ANNEXURE 6 - FORMAT FOR CONSORTIUM AGREEMENT

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

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

WHEREAS, the BPC had invited Bid in response to RFP issued to ..... (insert the name of purchaser of RFP) for selection of the bidder as the Transmission Service Provider to establish Intra-State Transmission System for **"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 WHEREAS, Clause 2.2.4 of the RFP document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RFP document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

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

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.

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

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

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

15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RFP Project Document and shall remain valid till the execution of the Share Purchase Agreement, unless expressly agreed to the contrary by the Long Term Transmission Customer(s). Over the term of the Transmission Service Agreement, the provisions of TSA and State Electricity Regulatory Regulations as amended from time to time shall apply on the Consortium Members.

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

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

THIS CONSORTIUM AGREEMENT:

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

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

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

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

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

.....
(Signature of authorized signatory)

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

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

.....
(Signature of authorized signatory)

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

Attested:

.....
(Signature)
(Notary Public)

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

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

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Appendix 1 to the Consortium Agreement:

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

ANNEXURE 7 A - FORMAT FOR QUALIFICATION REQUIREMENT

A. NET WORTH

To,

PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish 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" through tariff based competitive bidding process

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

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

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

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

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

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

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

Member – I (Lead Member)

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

i. Name of Member: .....

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

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

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

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

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

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

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

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

TIRUNELVELI TRANSMISSION LIMITED NEW DELHI

Yours faithfully

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

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

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

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

Date: .....

Notes:

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

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

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

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ANNEXURE 7B - FORMAT FOR TECHNICAL REQUIREMENT

To,

PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bid 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" through tariff based competitive bidding process

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

We certify that M/s. ..... (Insert name of Technically Evaluated Entity(ies)) have experience of development of projects in the Infrastructure sector in the last five (5) years whose aggregate capital expenditure is Rs. ..... Crore or equivalent USD*. We further certify that the capital expenditure of any single project considered for meeting the technical Qualification Requirement is not less than Rs. 100 Crore or equivalent USD*. For this purpose, capital expenditure incurred on projects which have been either wholly completed / commissioned or partly completed projects put under commercial operation and for which operation has commenced till at least seven (7) days prior to the Bid Deadline has been considered.

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

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

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

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

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

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

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

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

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

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

Name of Company (which has executed the project at (3)) whose technical capability has been used for Qualification Requirement	Relationship** with Bidding Company / Lead Member	Project name	Nature of Project (EPC, Turnkey etc)	Relevant Infrastructure sector	Date of award of contract (in dd/mm/yy)	Date of Completion / Commissioning	Payment received (Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
.....		..... Project 1					
.....		.....					
.....		.....					
	Total (Rs. Crore)						

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Yours faithfully

.....

(Signature and name of the authorized signatory of the Company and stamp)

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

.....

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

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

Date: .....

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of capital expenditure of projects duly certified by Statutory Auditor of the project company. In addition, the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed 7 days prior to Bid Deadline has been capitalized in the books of accounts.

   Additionally, in case construction experience is used, a certificate(s) from the statutory auditors stating the payments received and the concerned client(s) stating the works commissioned during the past 5 years in respect of the projects specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client.

2. In case the accounts for the financial year in which the project claimed for meeting qualification requirement has been commissioned are not audited, the Bidder shall give declaration in this regard duly certified by its statutory auditor. In such a case, Bidder shall provide details of computation of capital expenditure of such project(s) duly certified by Statutory Auditor of the project company and the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed shall be capitalized in the books of accounts upon finalization.

3. The unconsolidated audited annual accounts of both the TEE and the Bidding Company / Lead Member for the respective financial years (financial years in which financial closure was achieved to the financial year in which the said project was completed / commissioned) should be submitted.

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

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

To,

PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish 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" through tariff based competitive bidding process

We certify that M/s. ..... (insert name of the **Bidding Company / Consortium Members**) have considered the technical and financial capability of its Parent and / or Affiliates, for the purpose of meeting Qualification Requirements as per the instructions provided in the RFP. The name of Parent and / or Affiliate, nature of relationship(s) with such Parent and / or Affiliate and details of equity holding are as follows:

Name of Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Bidding Company / Consortium Member (Parent / Affiliate)	Details of equity shareholding (refer notes below)
Company 1			
.....			
.....			
.....			
.....			

NOTES:

i. In case of Parent, the equity holding of the Parent in the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.

ii. In case of Affiliate under direct control of Bidder, the equity holding of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Affiliate, needs to be specified.

iii. In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.

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iv. Relationship of Parent / Affiliate with Bidding Company / Member of Consortium to be at the most seven (7) days prior to the Bid Deadline (as per Clause 2.1.4 of RFP)

Yours faithfully

.....

(Signature and name of the authorized signatory of the Company and stamp)

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

.....

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

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

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

.....

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

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

i. Financial capability (Attachment 1):

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

ii. Technical capability (Attachment 2):

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

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

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

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

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

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

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

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

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

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

- Project model, i.e., EPC, Turnkey;
- Size and type of installation;
- Technical data/information on major equipment installed
- Description of role performed by the Bidder/Bidder's Parent/Bidder's Affiliate on the project
- Cost data (breakdown of major components)
- Name of sub-contractor
- Construction time for the project

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- Names, addresses and contact numbers of owners of the projects
- Operating reliability over the past five (5) years or since date of commercial operation
- Operating environmental compliance history
- Names of supervisory entities or consultant, if any
- Date of commercial operation
- Total duration of operation

iii. Attachment-3:

a. For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project and the same shall be certified as true by authorized signatory of the Bidding Company or the Lead Member of Consortium). In case the project listed in Attachment 2 is under BOOT / DBFOT mechanism, the certificates of final acceptance and/or certificates of good operating performance must be issued by the authority / independent engineer of the project as defined in the respective project agreement.

For and on behalf of Bidding Company/Consortium

M/s.....

.....
(Signature of authorized signatory)

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

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ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]

Date: .....

To,

PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish 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.

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

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

2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of the RFP and the TSP shall comply with the provisions contained in the UPERC (Terms & Conditions for Open Access Regulations, 2009) and as amended from time to time.

3. We give our unconditional acceptance to the RFP dated February 20, 2023 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

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

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

6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed with this undertaking.

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

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

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 220/132/33kV Tirwa (Kannauj) Substation with associated lines**			
1.	Construction of 220/132/33kV substation, Tirwa (Kannauj)	Last Date of 18th Month from the date of transfer of SPV	80.42 %	Elements at S.No.1, 2 &3 shall be required simultaneously
2.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa S/s			
3.	LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa S/s			
B.	**Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant**			
1.	LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 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

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

Scheduled COD for the Project: 18 Months from Effective Date.

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9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

   a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory.

   b. Financial Bid is unconditional.

   c. Only one Financial Bid has been submitted.

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of **SPV [which is under incorporation]**, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.

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

12. Power of attorney/ Board resolution as per Clause 2.5.2 is enclosed.

Signature and name of the authorized signatory of the Company and stamp of Bidding Company or Lead member of Consortium

Note:

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

Format 2: Details of equity investment in Project

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

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

1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in _____[Name of SPV] as per Clause 2.5.8.2.

S. No.	Name of the Bidding Company/ Member in case of a Bidding Consortium	Name of the Company investing in the equity of the _____[Name of SPV]	Relationship with Bidding Company /Member of the Bidding Consortium	% of equity participation in the _____[Name of SPV]
(1)	(2)	(3)	(4)	(5)
TOTAL				100%

* In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall declare shareholding pattern of such Affiliate(s) / Parent Company / Ultimate Parent Company and provide documentary evidence to demonstrate relationship between the Bidder and the Affiliate(s) / Parent Company / Ultimate Parent Company. These documentary evidences could be, but not limited to, demat account statement(s) / Registrar of Companies' (ROC) certification / share registry book, etc duly certified by Company Secretary.

Members of the Consortium or the Bidding Company making investment in the equity of the **SPV [which is under incorporation]** themselves to fill in their own names in the column (3)

Signature and Name of authorized signatory in whose name power of attorney has been issued

Signature of authorized signatory

Name: .....

Designation: .....

Date.....

Company rubber stamp

TIRUWA TRANSMISSION LIMITED NEW DELHI

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

[On the Letter Head of the Parent /Affiliate]

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

To

PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Dear Sir,

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

We refer to the RFP dated February 20, 2023 ('RFP') issued by you for selection of Bidder as Transmission Service Provider 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**".

We confirm that M/s. ..... (Insert name of Bidding Company/ Consortium Member) has been authorized by us to use our technical and/or financial capability [strikeout whichever is not applicable] for meeting the Qualification Requirements for "**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 have carefully read and examined in detail the RFP including in particular, Clause 2.1.4 of the RFP, and we are also submitting legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s..... (Insert Name of Bidding Company / Consortium Member), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.
For and on behalf of M/s..... (Insert Name of Parent / Affiliate)

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

TIRWA TRANSMISSION LIMITED NEW DELHI

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

Notes:

1. The above undertaking can be furnished by Ultimate Parent of Technically Evaluated Entity or Financially Evaluated Entity, as the case maybe, if legally binding undertaking is also furnished by the Ultimate Parent on behalf of such Financially Evaluated Entity/Technically Evaluated Entity.

ANNEXURE 10- FORMAT OF UNDERTAKING BY TECHNICALLY / FINANCIALLY EVALUATED ENTITY / ULTIMATE PARENT COMPANY

[On the Letter Head of the Technically / Financially Evaluated Entity / Ultimate Parent Company]

Name: .....

Full Address: .....

Telephone No.: .....

E-mail address: .....

Fax/No.: .....

To:

PFC Consulting Limited
9thFloor, Wing-A, Statesman House,
Connaught Place, New Delhi - 110001

Sub: **Undertaking for equity investment**

Dear Sir,

We refer to the Request for Proposal dated February 20, 2023 ('RFP') issued by you regarding setting up of 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** Project on build, own, operate and transfer basis.

We have carefully read and examined in detail the RFP and the RFP Project Documents, including in particular, Clause 2.1.4 of the RFP and Clauses 2.5.2 and 2.5.8 of the RFP, regarding submission of an undertaking regarding the investment in the equity share capital of **SPV [which is under incorporation]** and provisions for minimum equity holding and equity lock-in. We have also noted the amount of the equity investment required to be made in **SPV [which is under incorporation]** by the ..... [Insert the name of the Bidder or the Consortium Member] for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of .....[Insert the name of the Bidder or the Consortium Member] to invest in full or in part, in the equity share capital of **SPV [which is under incorporation]** as specified in the Bid, we shall invest the said amount not invested by.....[Insert the name of the Bidder or the Consortium Member] in **SPV [which is under incorporation]** by purchase of existing shares or subscribing to the new shares of **SPV [which is under incorporation]**, as stipulated by you.

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

TIRWA TRANSMISSION LIMITED NEW DELHI

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

Certified as true.

.....

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

Note:

1. Wherever required, extract of the charter documents and documents such as a Board resolution should be submitted for verification.

ANNEXURE 11 - FORMATS FOR BOARD RESOLUTIONS

Format 1

Format of the Board resolution for the Bidding Company / each Member of the Consortium / investing Affiliate / Parent Company / Ultimate Parent Company, where applicable

[Reference Clause 2.5.2 of the RFP and the illustrations in Annexure 11A]

[Note: The following resolution no.1 needs to be passed by the Boards of each of the entity/(ies) making equity investment]

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

1. **RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of.....% (.....per cent) of the total equity share capital of **SPV [which is under incorporation]** representing the entire amount proposed to be invested by the company for the 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**, partly by acquisition of the existing equity shares from PFC Consulting Limited and / or partly by subscribing to the new equity shares, as per the terms of the RFP.

[**Note:** Equity investment obligations by the Bidding Company/each Member of the Bidding Consortium/investing Affiliate or Parent or Ultimate Parent should add up to 100%.]

[**Note:** In the event the Bidder is a Bidding Consortium, the following Board resolution no. 2 also needs to be passed by the Lead Member of the Bidding Consortium]

2. **RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such further amount over and above the ;..... percentage (__%) limit to the extent becoming necessary towards the total equity share in the **SPV [which is under incorporation]**, obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium Agreement dated .....executed by the company as per the provisions of the RFP.

[Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Bidder, the following Board resolution no. 3 shall also be passed by the Bidder]

3. **FURTHER RESOLVED THAT** the Board hereby acknowledges the Board Resolution(s) passed by the..... [Name of the Affiliate(s)/ Parent / Ultimate Parent] regarding the investment of.....(....%) of the equity share capital requirements of **SPV [which is under incorporation]**, which is to be invested by the .....[Name of the Affiliate(s)/ Parent / Ultimate Parent] for the **SPV [which is under incorporation]**, partly by acquisition of the existing equity shares from PFC Consulting Limited and partly by subscribing to the new equity shares, as per the terms of the RFP.

[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.

TIRUVALAM TRANSMISSION LIMITED NEW DELHI

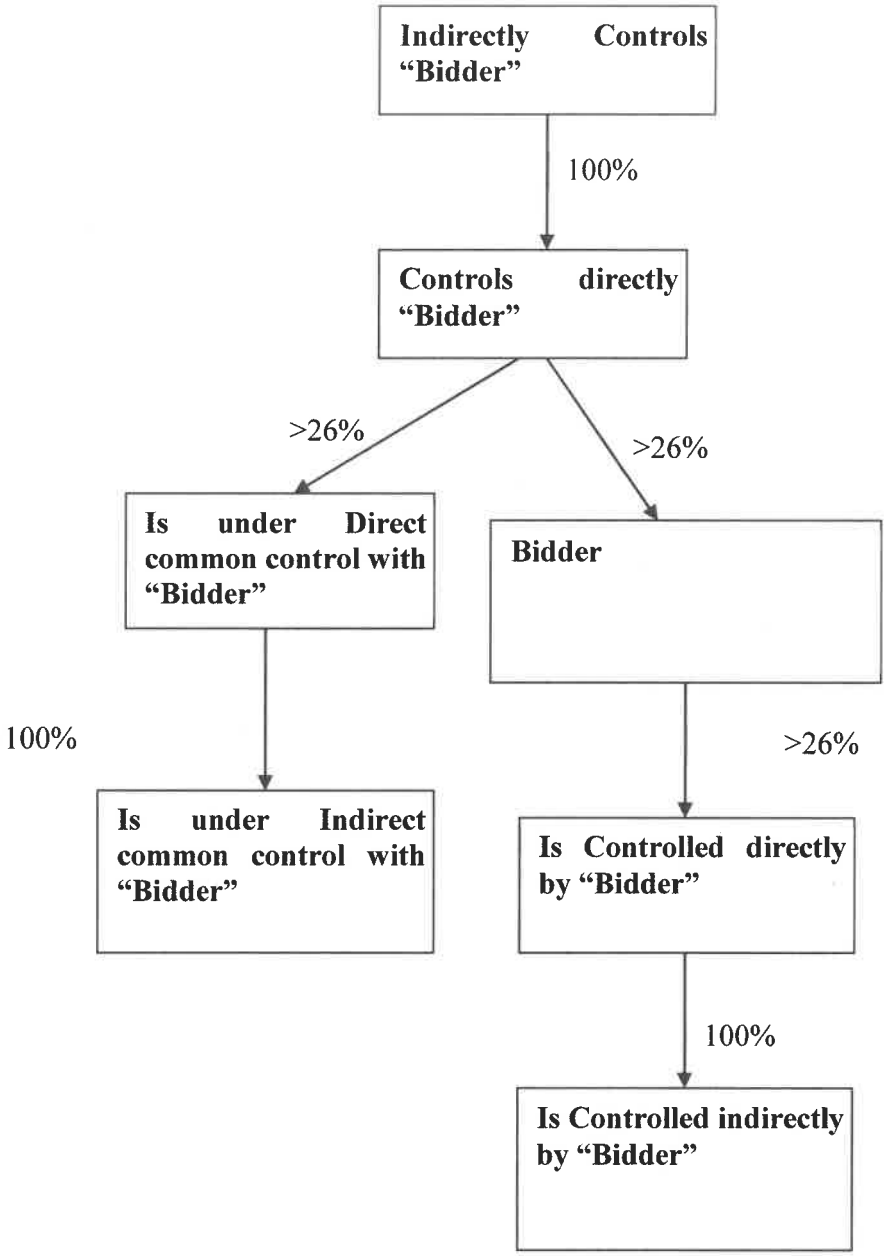
ANNEXURE 11A – ILLUSTRATION FOR APPLICABLE BOARD RESOLUTION REQUIREMENTS UNDER CLAUSE 2.5.2

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from the Bidder	None
Bidder himself for 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1, 2, and 4 from the Bidder b) Format 2 of Annexure 11 by either Technically/ Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then Format 2 need not be provided.	Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and4 from the Bidder. b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity	None
Bidder himself + others (Affiliate	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

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Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
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).

TIRWA TRANSMISSION LIMITED NEW DELHI

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..... Signature: .....
Name and Address Name: .....

2. ..... Designation with Stamp:
Name and Address

Signature .....

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

TIRUMA TRANSMISSION LIMITED NEW DELHI

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.

TIRWA TRANSMISSION LIMITED NEW DELHI

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 nd 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.:

.....



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.

TIRWA TRANSMISSION LIMITED
NEW DELHI

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;	

TIRUWA TRANSMISSION LIMITED NEW DELHI

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.	

TARIMA TRANSMISSION LIMITED NEW DELHI

	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)

TIRWA TRANSMISSION LIMITED NEW DELHI

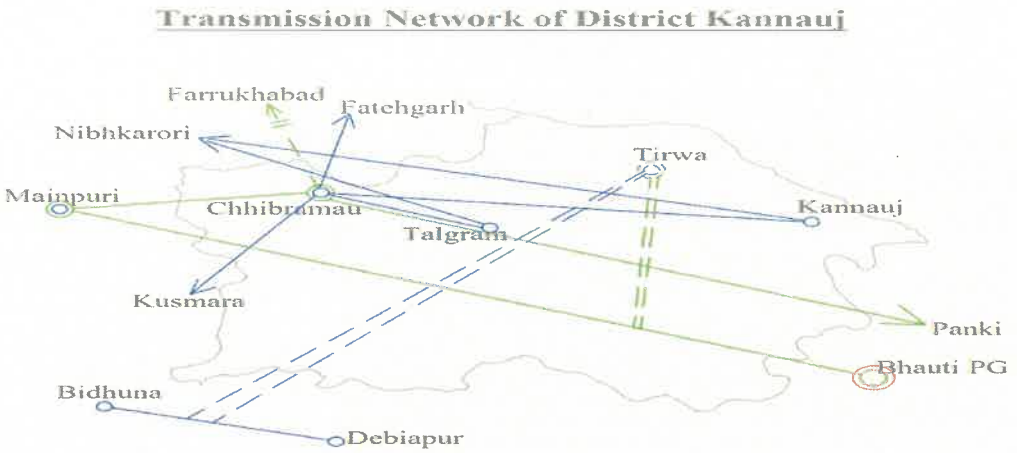
ANNEXURE 17 – LIST OF BANKS

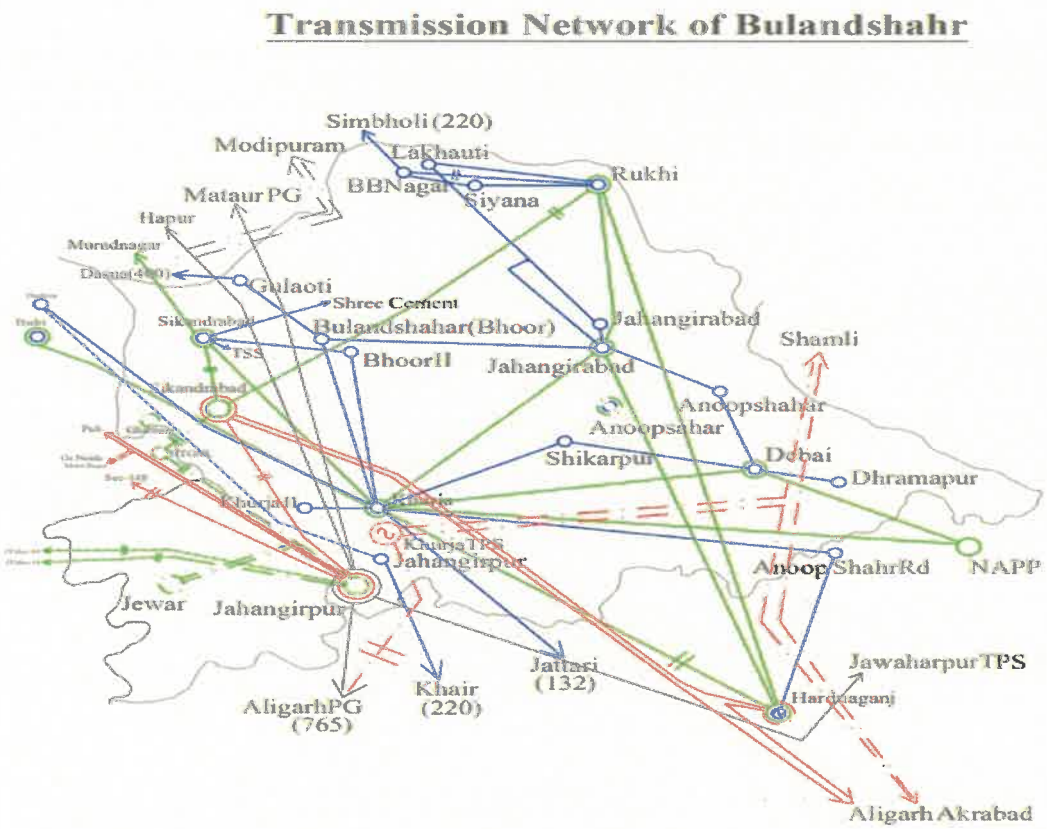
The list of banks shall include all Scheduled Commercial Banks as per Second Schedule of RBI Act-1934 and any amendments thereof.

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

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ANNEXURE 18 - GRID MAP OF THE PROJECT





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

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

Signature .....

Name.....

For

Bidder's Rubber Stamp and Full Address.

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

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ANNEXURE 20 - LIST FOR RFP PROJECT DOCUMENTS

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

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

.....

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ANNEXURE 21 - FORMAT FOR FINANCIAL BID

[To be uploaded online]

Quoted Transmission Charges .....

Notes

1. The Bidders are required to ensure compliance with the provisions of Clause 2.5.3 of this RFP.
2. Quotes to be in Rupees Millions and shall be up to two (2) decimal points.
3. The contents of this format shall be clearly typed.
4. The Financial Bid shall be digitally signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.
5. Ensure only one value for annual Transmission Charges is quoted. The same charge shall be payable every year to TSP for the term of TSA.

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ANNEXURE 22 – FORMAT FOR AFFIDAVIT

[On non-judicial stamp paper. Foreign companies submitting bids are required to follow the applicable law in their country]

AFFIDAVIT

We [including any of our Affiliate and Consortium Member & any of its Affiliate], hereby declare that as on Bid Deadline:

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

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

We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of our Consortium Member or Affiliate or Parent or Ultimate Parent or Affiliate] or CEO or any of our directors/ manager/key managerial personnel of the Applicant /Consortium Member or their Affiliates.

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

We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our BID / Letter of Intent / contract (if entered) would stand rejected / recalled / terminated, as the case may be.

.....
Signature and Name of the authorized signatory of the Company Bidding Company / Lead Member of the Bidding Consortium

.....
(Signature of Notary Public)

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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.

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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: mdpurvanchalvvnl@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: dvvnlmd@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%

TIRUWA TRANSMISSION LIMITED NEW DELHI

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

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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.

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ANNEXURE B

Draft Pre-Award Integrity Pact

GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month of ..... 20....., between, on one hand, ... [Insert name of BPC] through Shri ..... [Insert Name & 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.



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,

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brokerage or inducement to any official of the BPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the bidding process in exchange for any advantage in the bidding, evaluation, contracting and implementation of the bidding process.

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

3.3 The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.

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

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

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

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

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

3.9 The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on

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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

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6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BPC to take all or anyone of the following actions, wherever required:-

(i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

(ii) The Bid Bond (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.

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

(iv) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.

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

(vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.

6.2 The BPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BPC to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

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

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Monitors to be given).

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

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BPC.

7.6 The Bidder accepts that the Monitors has the right to access without restriction to all Project documentation of the BPC including that provided by the Bidder. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder /Subcontractors(s) with confidentially. [As all the bid documents are with BPC only]

7.7 The BPC will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

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

8. Facilitation of Investigation

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

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9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

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

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

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

Bid Process Coordinator (BPC)	BIDDER
Name of the Officer Designation Name of the BPC with address	Name of Whole time Director/Authorized Signatory Name of the Bidder with address
Witness: 1._____ 2. _____	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 RadioΦ	Force Coefficient, C_t		
		Flat Sided Members	Circular Sect	
			Sub-Critical Flow ($DV_d < 6$ m^2/s)	Super Critical Flow ($DV_d \geq 6$ m^2/s
(1)	(2)	(3)	(4)	(5)
i)	0.1	1.9	1.2	0.7
ii)	02	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

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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/ ordeemed 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 D/C (Twin Moose) transmission lines	Moose: 54/3.53mm- Al Stranding + 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 maximumoperating 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 lever 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.

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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.

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19.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field/agricultural field & undulatedareas 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.

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SPECIFIC TECHNICAL REQUIREMENT FOR SUBSTATION

The proposed 220 kV Tirwa (Kannauj) (2×160+2×63MVA) substation shall be Air InsulatedSubstation (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 effectivelyearthed.

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.)

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	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/OFAF-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.	**50^0C**
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%**

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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 tothe values given is IS 2026-1977 except were 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

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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 ingeneral.

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

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Terminal faults	1st 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 50^0C
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	

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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 31.5KVfor 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 asdefined in IEC 62271-100
Terminal faults	1st 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 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	650 KV (min.)
One minute power frequency dry withstandvoltage 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 50^0C

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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 BREAKERSSTANDARD

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)	Rates 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

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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 TRANSFORMERSSTANDARDS :

Except as modified in this specification, the Current Transformers and accessories shallbe 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 CTsshould also be suitable for use in area subject to heavy lightning storms.

The CTs shall comply with requirements indicted 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 (For160MVA 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)

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S. No.	Particulars	245 KV CTs	145 KV CTs	36 KV CTs
10.	Ratio selection	Primary reconnection & Secondary tapings.	Primary reconnection & secondary tapings	Primary reconnectio n & 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 ± 5%
4.	Highest system Voltage	245 Kv

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Sl. No	Parameters	Specification
5.	Transformation ratio on all windings	220,000 / 110 √3 √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 TRANSFORMERSSTANDARDS :

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 ± 5%
4.	Highest system voltage	145 kV
5.	Transformation ratio on all windings	132,000 / 110 √3 / √3
6.	Method of earthing	Solidly Grounded
7.	1.2/50 micro second lightning impulse withstand voltage kV (peak)	650

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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/√3 / 110 Volt/√3
9. Rated Burden:	
Each Winding – I	50 VA
Each Winding –II	50 VA
10. Accuracy Class:	

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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 relevantstandards.

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

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

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		forupright 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 of50^{0}C
11	Seismic co-efficient	0.3 g.
12.	1.2/50 microsecond full wave positive and negative impulse withstand voltageto earth	70 kV (peak)
13.	One minute power frequency withstandvoltage 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 voltageto 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

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		withsilver plating
20	Conductor take off	Horizontal/vertical according to actualrequirement.
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 theIS 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 POSTINSULATORS

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

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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

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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)		

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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

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communication channel/link may be considered as perrequirement 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 mulsifying system us 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.

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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.

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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.

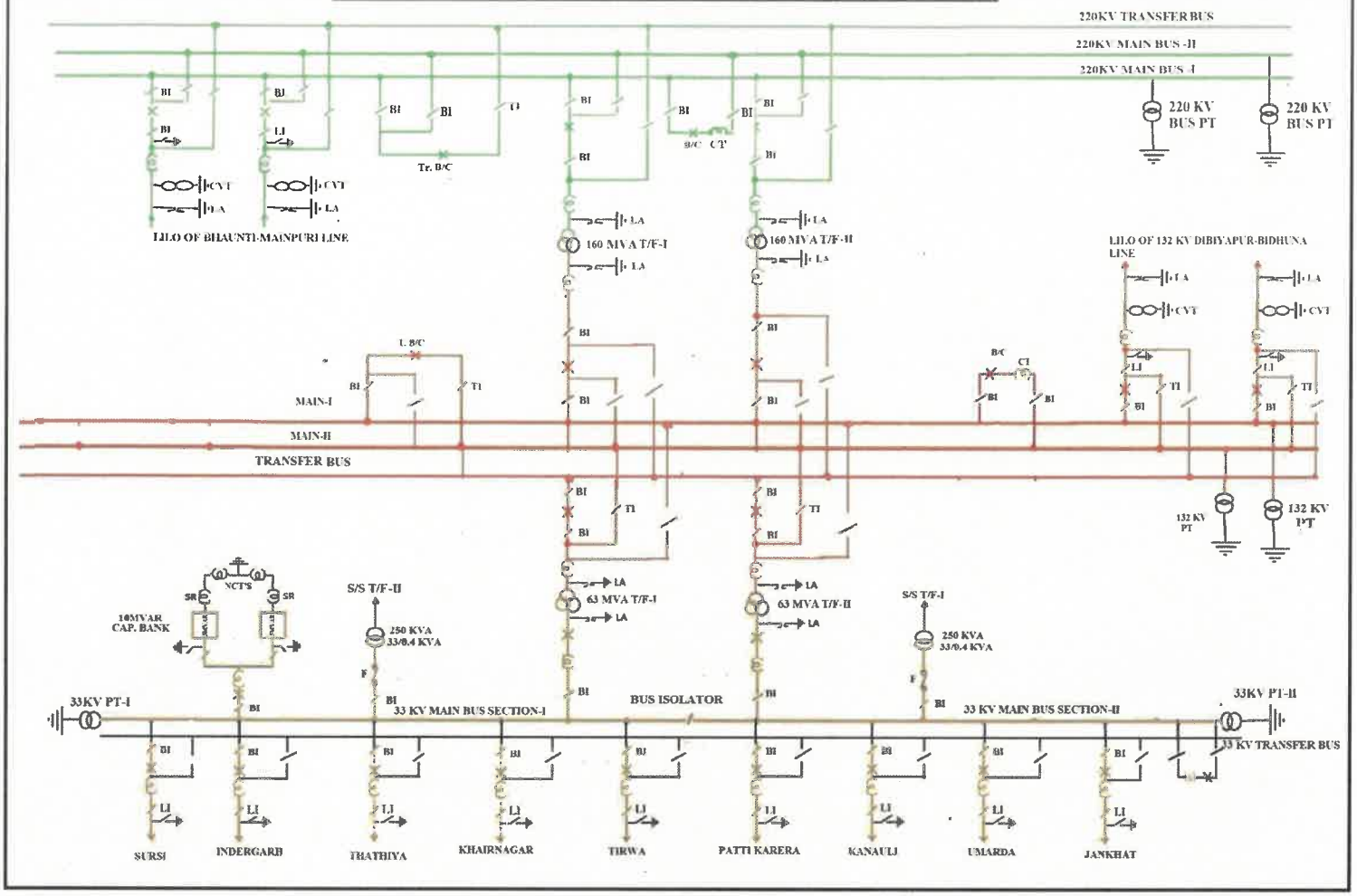
On 220 kV and 132 kV D/C lines one OPGW containing 24 fibers is to be installed in place of conventional earth wire for grid management and substation operation purpose by STU/CTU and 48 fibers to be installed on LILO lines.

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 for132 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

TIRWA TRANSMISSION LIMITED NEW DELHI

SINGLE LINE DIAGRAM 220 KV S/S TIRWA (KANNAUJ)



TIRWA TRANSMISSION LIMITED
NEW DELHI

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन 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,
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

TIRWA TRANSMISSION LIMITED NEW DELHI

Encl.: As Above

TIRWA TRANSMISSION LIMITED
NEW DELHI

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन 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)
General Manager

Encl.: As Above

TIRWA TRANSMISSION LIMITED NEW DELHI

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

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

I hereby certify that 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

TIRWA TRANSMISSION LIMITED NEW DELHI

Form No. INC-33



Form language

(•) English ( ) Hindi

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

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,

URJA TRANSMISSION LIMITED NEW DELHI

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

TIRUVIA TRANSMISSION LIMITED NEW DELHI

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

TIRUPATI TRANSMISSION LIMITED NEW DELHI

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

TIRWA TRANSMISSION LIMITED NEW DELHI

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,

TIRUWA TRANSMISSION LIMITED NEW DELHI

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

TIRWA TRANSMISSION LIMITED NEW DELHI

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

TIRWA TRANSMISSION LIMITED NEW DELHI

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

TIRUWA TRANSMISSION LIMITED NEW DELHI

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

TIRUPATI TRANSMISSION LIMITED NEW DELHI

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,

TIRUPATI TRANSMISSION LIMITED NEW DELHI

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 [100000] rupees, divided into

Equity Share	Shares of	10	Rupees each		10000

TIRUPATI TRANSMISSION LIMITED NEW DELHI

6

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

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

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

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 15:31:08 +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 15:34:01 +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 15:33:20 +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 15:41:46 +05:30	09/06/2023

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	(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 MADHUSUDAN DAFADE	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	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	09/06/2023

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

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Form No. INC-34

e-AOA (e-Articles of Association)

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

सत्यमेव जयते

Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form.

*All fields marked in * are mandatory*

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)*	F
Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to *(F – a company limited by shares G– a company limited by guarantee and having a share capital H – a company limited by guarantee and not having share capital)*	F - A COMPANY LIMITED BY SHARES
The name of the company is	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	•

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			Lien
☐	☑	9	• 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.
☐	☑	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

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		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	•

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☐	☑	18	•
			Transfer of shares
☐	☑	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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☐	☑	21	•
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			Transmission of shares
☐	☑	23	• 43. Transmission of SharesSubject 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 transferThe 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

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			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.
☐	☑	24	•
☐	☑	25	•
☐	☑	26	•
☐	☑	27	•
			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

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		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.
☐	☑	29	•
☐	☑	30	•
☐	☑	31	•
☐	☑		

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		32	•
☐	☑	33	•
☐	☑	34	•
			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.
☐	☑	36	•
☐	☑	37	•
☐	☑	38	•
			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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	39	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

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			liability on the partly paid shares shall be applied pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.
☐	☑	40	•
			Buy-back of shares
☐	☑	41	• 60. Buy Back of Shares Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
			General meetings
☐	☑	42	• 61. Annual General MeetingThe 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 MeetingThe 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 MeetingAny 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 requisitionistsAny 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

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			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
☐	☑	44	
☐	☑	45	•
☐	☑	46	•
☐	☑	47	•
☐	☑	48	•
			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

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			meeting.
			Voting rights
☐	☑	50	• 84. Members in arrears not to voteNo 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 voteOn 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 minorIf 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 MembersIf 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 RepresentativeSubject 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 DeceasedAny 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 voteNo 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

TIRUPATI TRANSMISSION LIMITED NEW DELHI

			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.
☐	☑	51	•
☐	☑	52	•
☐	☑	53	•
☐	☑	54	•
☐	☑	55	•
☐	☑	56	•
			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 proxyAn 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, 201396. Proxy either for specified meeting or for a periodAn 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 MemberA 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

TIRWA TRANSMISSION LIMITED NEW DELHI

			meeting or adjourned meeting at which the proxy is used.
☐	☑	58	•
☐	☑	59	•
			Board of Directors
☐	☑	60	
☐	☑	61	•
☐	☑	62	•
☐	☑	63	•
☐	☑	64	•
☐	☑	65	•
☐	☑	66	•
			Proceedings of the Board
☐	☑	67	
☐	☑	68	•
☐	☑	69	•
☐	☑	70	•
☐	☑	71	•
☐	☑	72	•
☐	☑	73	•
☐	☑	74	•
☐	☑	75	•
☐	☑	76	•
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☑		• 127. CEO, MANAGER, CS AND CFOSubject to the provisions of the Act, --(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or

TIRWA TRANSMISSION LIMITED NEW DELHI

		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
☐	☑	80	
☐	☑	81	•
☐	☑	82	•
☐	☑	83	•
☐	☑	84	•
☐	☑	85	•
☐	☑	86	•
☐	☑	87	•
☐	☑	88	•
			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,

TIRUPATI TRANSMISSION LIMITED NEW DELHI

		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 uplf the Company shall be wound up

TIRUPATI TRANSMISSION LIMITED NEW DELHI

☐	☑	90	and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a Special Resolution, divide among the contributions, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.
			Indemnity
☐	☑	91	• 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.
			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	09/06/2023
	Sh. Neeraj Singh S/o Sh. Dayashankar Singh R/o Flat C-703, The Crescent Apartment, Plot			Neeraj Singh	09/06/2023

TARWA TRANSMISSION LIMITED NEW DELHI

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	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	MILIND MADHUSUDAN DAFADE	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	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	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	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	09/06/2023

TIRWA TRANSMISSION LIMITED NEW DELHI

PFC CONSULTING LTD

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

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.

TIRWA TRANSMISSION LIMITED NEW DELHI

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

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

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

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

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

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

Yours sincerely,

For PFC Consulting Limited

(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: mdpurvanchalvvnl@ gmail.com
7. **Managing Director, Dakshinanchal Vidyut Vitran Nigam Ltd.**, Urja Bhawan, NH-2 (Agra-Delhi bypass Road) Sikandra Agra-282002 E-mail: dvvnlmd@gmail.com
8. **Managing Director, Kanpur Electricity Supply Co. Ltd.**, Kesa House, 14/17 Civil Lines, Kanpur – 208001 E-mail: md@kesco.co.in

THE ENA TRANSMISSION LIMITED NEW DELHI

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

TIRUWA TRANSMISSION LIMITED NEW DELHI

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

TIRUNA TRANSMISSION LIMITED NEW DELHI

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 Dibiyapur - 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.				

TIRWA TRANSMISSION LIMITED NEW DELHI

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

MEGHA ENGINEERING & INFRASTRUCTURES LTD. S-2, TIE, Balanagar, Hyderabad-37.

(J. Srinivas Kumar)
Authorized Signatory

Encl: Duplicate copy of Letter of Intent duly signed

TIRWA TRANSMISSION LIMITED NEW DELHI

PFC CONSULTING LTD

G20 भारत 2023 INDIA वसुधैव कुटुम्बकम् ONE EARTH • ONE FAMILY • ONE FUTURE

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कंपनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

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

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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.

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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.

Accepted unconditionally

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

MEGHA ENGINEERING & INFRASTRUCTURES LTD. S-2, TIE, Balanagar, Hyderabad-37

POWER TRANSMISSION LIMITED NEW DELHI

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

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

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

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

Yours sincerely,

For PFC Consulting Limited

(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: mdpurvanchalvvnl@ gmail.com
7. **Managing Director, Dakshinanchal Vidyut Vitran Nigam Ltd.,** Urja Bhawan, NH-2 (Agra-Delhi bypass Road) Sikandra Agra-282002 E-mail: dvvnlmd@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
Meghna 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"

For Megha Engineering & Infrastructures Ltd.

MEGHA ENGINEERING & INFRASTRUCTURES LTD. S-2, TIE, Balanagar, Hyderabad-37

J. SRINIVAS KUMAR
Authorised Signatory

TIRUWA TRANSMISSION LIMITED NEW DELHI

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 unconditionally"

For Megha Engineering & Infrastructures Ltd.

MEGHA ENGINEERING & INFRASTRUCTURES LTD. S-2, TIE, Balanagar, Hyderabad-37

J. SRINIVAS KUMAR
Authorised Signatory

TARWA TRANSMISSION LIMITED NEW DELHI

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 Dibiyapur - 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.

MEGHA ENGINEERING & INFRASTRUCTURES LTD. S-2, TIE, Balanagar, Hyderabad-37

J. SRINIVAS KUMAR
Authorised Signatory

TIRWA TRANSMISSION LIMITED NEW DELHI

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 LILO 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	

TIRWA TRANSMISSION LIMITED NEW DELHI

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

Enclosure:

A. **Initial Offer – Price Comparative Statement generated at MSTC portal**

B. **Evaluation Report of RFP (Financial) Bid-Final Offer**

C. **Certificate from BEC**

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

ANNEXURE A-8

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

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 LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2X660 MW Khurja Power Plant" – Regarding extension of LoI.

Dear Sir,

This is with reference to Letter of Intent (LoI) 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 LoI 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

TIRWA TRANSMISSION LIMITED NEW DELHI

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

भारत INDIA
INDIA NON JUDICIAL

MAR-06-2024 15:32:57
₹ 0000500/-
Agreement
3815312 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**

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.

V. POORNA CHANDER
MANAGER
EMP No-46186

UCO BANK F.C.C. Br., Hyd.

कृते यूको बैंक / For UCO BANK
Manager/Senior Manager
Chief Manager
F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

TRANSMISSION LIMITED
NEW DELHI

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

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
Manager/Senior Manager
Chief Manager

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

TIRWA TRANSMISSION LIMITED
NEW DELHI

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

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 / वरिष्ठ प्रबंधक
Manager/Senior Manager

मुख्य प्रबंधक
Chief 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**

TIRWA TRANSMISSION LIMITED
NEW DELHI

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

भारत INDIA
INDIA NON JUDICIAL

MAR-06-2024

₹ 0000500/-

Agreement
38163121709739162948-00102749
38163121 14/2006

Contract Performance Guarantee

To Dashinanchal Vidyut Vitran Nigam Limited, Urja Bhawan, NH-2 (Agra-Delhi Bypass Road) Sikandra, Agra – 282002	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

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.

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager
Chief Manager

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

TIRWA TRANSMISSION LIMITED
NEW DELHI

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

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
Manager/Senior Manager
Chief 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

TIRWA TRANSMISSION LIMITED
NEW DELHI

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. Poornachander
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. Poornachander
Manager/Senior Manager
V. POORNA CHANDER
MANAGER
EMP No-46186

Chief Manager
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**

TARWA TRANSMISSION LIMITED
NEW DELHI

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

भारत INDIA
INDIA NON JUDICIAL

₹ 0000500/-

Agreement

Contract Performance Guarantee

To Purvanchal Vidyut Vitran Nigam Ltd., Bhikharipur, P.O. DLW Varanasi - 221004	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

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

Manager/Senior Manager — Chief Manager

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

PURVANCHAL TRANSMISSION LIMITED
NEW DELHI

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

Manager/Senior Manager

Chief Manager

SURESH MARPU
CHIEF MANAGER
EMP No-47105

V. POORNA CHANDER
MANAGER
EMP No-46186

TIRWA TRANSMISSION LIMITED
NEW DELHI

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. Poornachander
V. POORNA CHANDER
MANAGER
EMP No-46186

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. Poornachander
प्रबंधक / वरिष्ठ प्रबंधक
Manager/Senior Manager

मुख्य प्रबंधक
Chief 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**

TIRUWA TRANSMISSION LIMITED
NEW DELHI

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

भारत INDIA
INDIA NON JUDICIAL

₹ 0000500/-

Agreement

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.

UCO BANK F.C.C. Br., Hyd.

कृते यूको बैंक / For UCO BANK

प्रबंधक / वरिष्ठ प्रबंधक
Manager/Senior Manager

मुख्य प्रबंधक
Chief 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

TIRUMA TRANSMISSION LIMITED
NEW DELHI

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

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

Manager/Senior Manager
Chief Manager
F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

TIRWA TRANSMISSION LIMITED
NEW DELHI

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. Poornachander
V. POORNA CHANDER
MANAGER
EMP No-46186

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

कृते यूको बैंक / For UCO BANK

V. Poornachander
प्रबंधक / वरिष्ठ प्रबंधक
Manager/Senior Manager

मुख्य प्रबंधक
Chief 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**

TIRUWA TRANSMISSION LIMITED
NEW DELHI

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

भारत INDIA
INDIA NON JUDICIAL

₹ 0000500/-

Agreement
SBI63212170973916933G-00102700
3815312 14/2006

Contract Performance Guarantee

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

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
Manager/Senior Manager
Chief 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

TIRUWA TRANSMISSION LIMITED
NEW DELHI

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

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

Manager/Senior Manager
प्रबंधक / वरिष्ठ प्रबंधक

Chief Manager
मुख्य प्रबंधक

एफ.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

TIRWA TRANSMISSION LIMITED
NEW DELHI

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

UCO BANK F.C.C. Br., Hyd.

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**

TIRWA TRANSMISSION LIMITED
NEW DELHI

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

TIRWA TRANSMISSION LIMITED NEW DELHI

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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

TIRWA TRANSMISSION LIMITED NEW DELHI

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

IN-UP87480850856171W

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-UPUP14075304711606478774 60W
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)

Please write or type below this line

THIS TRANSMISISON 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

TIRWA TRANSMISSION LIMITED NEW DELHI

Statutory Alert:

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

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 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 NEW DELHI

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

TIRWA TRANSMISSION LIMITED NEW DELHI

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 NEW DELHI

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;

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"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

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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;

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"**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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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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(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 Utter 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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ARTICLE: 10

10 BILLING AND PAYMENT OF TRANSMISSION CHARGES

10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of this agreement, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.1.1 Delivery of Invoices:

10.1.1.1 TSP's Invoices:

a. Commencing with the month following the month in which the COD of an Element (which is first Commissioned) occurs, the TSP shall submit to Long Term Transmission Customer by the fifth day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day) an Invoice in the Agreed Form (the "Monthly Transmission Charge Invoice") signed by the authorised signatory of the TSP setting out the computation of the Monthly Transmission Charges to be paid by the Long Term Transmission Customer to the TSP in respect of the immediately preceding month in accordance with this Agreement; and

b. Each Monthly Transmission Charge Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation and information as Long Term Transmission Customer may reasonably require / request, from time to time.

10.1.1.2 Long Term Transmission Customer Invoices:

a. Long Term Transmission Customer shall (as and when any amount becomes due to be paid by TSP), on the fifth day of the month (or, if such day is not a Business Day, the immediately following Business Day) submit to the TSP an Invoice in the Agreed Form (the "Long Term Transmission Customer Invoice") setting out the computation of any amount that may be payable to it by the TSP for the immediately preceding month pursuant to this Agreement.

b. Each Long Term Transmission Customer's Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation as the TSP may reasonably require/request, from time to time.

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10.1.2 Payment of Invoices:

10.1.2.1 Any amount payable under an Invoice shall be paid in immediately available and freely transferable clear funds, for value on or before the Due Date, to such account of the TSP or Long Term Transmission Customer as shall have been previously notified to Long Term Transmission Customer or the TSP, as the case may be.

10.1.2.2 Where in respect of any month there is both:

a. an amount payable by the Long Term Transmission Customer to TSP pursuant to a Monthly Transmission Charge Invoice and

b. an amount payable by the TSP to Long Term Transmission Customer pursuant to a Long Term Transmission Customer's Invoice as per provisions of this Agreement,

the two amounts, to the extent agreed to be set off by the TSP may, be set off against each other and the balance, if any, shall be paid by Long Term Transmission Customer to the TSP or by TSP to Long Term Transmission Customer, as the case may be.

10.1.2.3 The Long Term Transmission Customer shall pay the amount payable under the Monthly Transmission Charge Invoice and the Supplementary Bill on the Due Date to such account of the TSP, as shall have been previously notified by the TSP to the Long Term Transmission Customer in accordance with Article 10.1.2.6 below.

10.1.2.4 All payments made by the Long Term Transmission Customer shall be appropriated by the TSP in the following order of priority:

i. towards Late Payment Surcharge, payable to the TSP, if any;

ii. towards earlier unpaid Monthly Transmission Charge Invoice, if any;

iii. towards earlier unpaid Supplementary Bill, if any;

iv. towards the then current Monthly Transmission Charge Invoice, if any; and

v. towards the then current Supplementary Bill.

10.1.2.5 All payments required to be made under this Agreement shall only include any deduction or set off for:

i. deductions required by the Law; and

ii. amounts claimed by the Long Term Transmission Customer from the TSP, through an Invoice duly acknowledged by the TSP, to be payable by the TSP, and

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not disputed by the TSP within thirty (30) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that the Long Term Transmission Customer shall be entitled to claim any set off or deduction under this Article, after expiry of the said thirty (30) day period.

Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customer taken together under this Article in a Contract Year shall not exceed Rupees 1.88 Crores (Rupees One Crore Eighty Eight lakh Only), except on account of payments under sub Article (i) above.

10.1.2.6 The TSP shall open a bank account at ..... [Insert identified place or account] (the "Designated Account") for all payments to be made by the Long Term Transmission Customer to the TSP, and notify the Long Term Transmission Customer of the details of such account at least ninety (90) days before the Scheduled COD of the first Element to the Long Term Transmission Customer. The Long Term Transmission Customer shall, on the day of payment, notify the TSP of the payment made to the Designated Account. The Long Term Transmission Customer shall also designate a bank account at ..... [Insert identified place] for payments to be made by the TSP to Long Term Transmission Customer and notify the TSP of the details of such account ninety (90) days before the Scheduled COD of the first Element.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge:

10.3.1 Rebate: In case the Long Term Transmission Customer pays to the TSP through any mode of payment in respect of a Monthly Transmission Charge Invoice or Supplementary Bill, the following shall apply:

a. For payment of Invoices through any mode of payment, a Rebate of 2% shall be allowed on the Monthly Transmission Charge Invoice or Supplementary Bill for payments made in full within two Business Day of the receipt of the Invoice; or

b. For payment of Invoices subsequently, but within the Due Date, a Rebate of 1% shall be allowed on the payments made in full.

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c. Applicable rate of Rebate at (a) and (b) above shall be based on the date on which the payment has been actually credited to the TSP's account. Any delay in transfer of money to the TSP's account, on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the Long Term Transmission Customer provided that the Invoice is not submitted on the day immediately preceding a statutory holiday or public holiday.

d. No Rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties and cess;

Provided that if any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice/ Supplementary Bill or part thereof within and including the Due Date, the TSP shall recover such amount as per provisions of Article 10.4.3.1 (f).

10.3.2 **Late Payment Surcharge**: Any amount due from one Party to the other, pursuant to this Agreement and remaining unpaid for thirty (30) days after the Due Date, shall bear Late Payment Surcharge @ 1.25% per month on the unpaid amount. Such Late Payment Surcharge shall be calculated on simple rate basis and shall accrue from the Due Date until the amount due is actually received by the payee.

10.4 **Disputed Bills, Default in payment by the Long Term Transmission Customers & Annual Reconciliation:**

10.4.1 **Disputed Invoices:**

10.4.1.1 If either Party does not question or dispute an Invoice within thirty (30) days of receiving it, the Invoice shall be considered correct, complete and conclusive between the Parties.

10.4.1.2 If either Party disputes any item or part of an item set out in any Invoice then that Party shall serve a notice (an "Invoice Dispute Notice") on the other Party setting out (i) the item or part of an item which is in dispute, (ii) its estimate of what such item or part of an item should be, (iii) and with all written material in support of its claim.

10.4.1.3 If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.4.1.2, the invoicing Party shall revise such Invoice within seven (7) days of receiving such notice from the disputing Party and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party, such excess amount within fifteen (15) days

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of receiving such notice. In such a case, the excess amount shall be refunded along with interest at the same rate as the Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.4.1.4 If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.4.1.2, it shall, within fifteen (15) days of receiving the Invoice Dispute Notice, furnish a notice to the disputing Party providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all written material in support of its counter-claim.

10.4.1.5 Upon receipt of notice of disagreement to the Invoice Dispute Notice under Article 10.4.1.4, authorised representative(s) or a director of the board of directors/member of board of each Party shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the Invoice Dispute Notice.

10.4.1.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to Article 10.4.1.4, the matter shall be referred to appropriate Commission for Dispute resolution in accordance with Article 16.

10.4.1.7 If a Dispute regarding a Monthly Transmission Charge Invoice or a Supplementary Invoice is settled by Dispute resolution mechanism provided in this Agreement in favour of the Party that issues the Invoice Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of the Dispute either being amicably resolved by the Parties pursuant to Article 10.4.1.5 or settled by Dispute resolution mechanism, along with interest (at the same rate as Late Payment Surcharge) or Late Payment Surcharge from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.

10.4.1.8 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the concerned Long Term Transmission Customer's shall, without prejudice to its right to Dispute, be under an obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) months Invoices

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(being the undisputed portion of such three months Invoices) and (b) Monthly Invoice which is being disputed, provided such Monthly Invoice has been raised based on the Regional Energy Account the Allocated Project Capacity and in accordance with this Agreement.

10.4.2 Payment of Supplementary Bill:

10.4.2.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

i. adjustments (if any) required by the Regional Energy Account ; or

ii. quarterly or annual reconciliation as per Article 10.5 ; or

iii. Change in Law as provided in Article 12,

and such Bill shall be paid by the other Party.

10.4.3 Payment Security Mechanism:

10.4.3.1 Establishment of Letter of Credit:

(a) Not later than one (1) Month prior to the Scheduled COD of the first Element of the Project, each Long Term Transmission Customer shall, through a scheduled bank, open a Letter of Credit in favour of the TSP, to be made operative from a date prior to the Due Date of its first Monthly Transmission Charge Invoice under this Agreement and shall be renewed annually.

(b) The draft of the proposed Letter of Credit shall be provided by each Long Term Transmission Customer to the TSP not later than the Financial Closure of the Project and shall be mutually agreed between the Parties.

(c) The Letter of Credit shall have a term of twelve (12) Months and shall be for an amount:

i. for the first Contract Year or for each subsequent Contract Year, equal to one point one (1.1) times the estimated average Monthly Transmission Charges based on Target Availability of the Elements or Project with Scheduled COD in such Contract Year, as the case may be;

ii. Provided that, the TSP shall not make any drawl before the Due Date and shall not make more than one drawal in a month.

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.3.1, otherwise than by reason of

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drawal of such Letter of Credit by the TSP, the relevant Long Term Transmission Customer shall restore such shortfall within seven (7) days.

(d) Long Term Transmission Customer shall cause the scheduled bank issuing the Letter of Credit to intimate the TSP, in writing regarding establishing of such Letter of Credit.

(e) In case of drawal of the Letter of Credit by the TSP in accordance with the terms of this Article 10.4.3.1, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.

(f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.4.1.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Long Term Transmission Customer, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.3.2 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i. a copy of the Monthly Transmission Charge Invoice/Supplementary Bill which has remained unpaid by such Long Term Transmission Customer;

ii. a certificate from the TSP to the effect that the Invoice at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date; and

iii. calculations of applicable Late Payment Surcharge, if any. Provided that failure on the part of the TSP to present the documents for negotiation of the Letter of Credit shall not attract any Late Payment Surcharge on the Long Term Transmission Customer.

(g) Each Long Term Transmission Customer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

(h) All costs relating to opening and maintenance of the Letter of Credit shall be borne by the Long Term Transmission Customer. However, the Letter of Credit negotiation charges shall be borne and paid by the TSP.

(i) If a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of seven (7) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the

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Letter of Credit, the TSP shall issue a notice to such Long Term Transmission Customer within seven (7) days from such period, with a copy to each of the other Long Term Transmission Customer, highlighting the nonpayment of such amount by such Long Term Transmission Customer;

(ii) If such Long Term Transmission Customer still fails to pay such amount within a period of thirty (30) days after the issue of notice by TSP as mentioned in (i) above, the TSP shall approach the RLDC / SLDC (as the case may be) requesting for the alteration of the schedule of dispatch of the lowest cost power of such Long Term Transmission Customer from the Central Generating Stations/ State Generating Stations (as the case may be), and the RLDC / SLDC shall continue to reschedule the lowest cost power till all the dues of the TSP are recovered;

- Provided that in this case, the quantum of electricity and the corresponding period in which it would be rescheduled for dispatch shall be corresponding to the amount of default. This electricity will then be dispatched to other utilities by the concerned RLDC/SLDC, as the case may be, during the peak hours, i.e., 7pm to 10 pm. The price of this electricity will be determined as per the UI rate;

- Provided further that the revenue from such diverted power would be used to pay the dues first of the generating company (which would include the capacity charges as well as the energy charges) and the remainder would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Long Term Transmission Customer.

10.4.4 Payment Intimation

Long Term Transmission Customer shall remit all amounts due under an Invoice raised by the TSP to the TSP's account by the Due Date and notify the TSP of such remittance on the same day. Similarly, the TSP shall pay all amounts due under an Invoice raised by Long Term Transmission Customer by the Due Date to concerned Long Term Transmission Customer's account and notify such Long Term Transmission Customer of such payment on the same day.

10.5 Quarterly and Annual Reconciliation:

10.5.1 Parties acknowledge that all payments made against Monthly Bill(s) and Supplementary Bill(s) shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account Regional Energy Account, adjustments in Transmission Charges payments, Rebates, Late Payment Surcharge, Incentive, Penalty, or any other reasonable circumstance as may be mutually agreed between the Parties.

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10.5.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, is available and has been finally verified and adjusted, the TSP and Long Term Transmission Customer's shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the TSP or Long Term Transmission Customer's, as the case may be, shall raise a Supplementary Bill for the payments as may be due as a result of reconciliation for the relevant quarter/ Contract Year and shall make payment of such Supplementary Bill for the adjustments in Transmission Charges payments for the relevant quarter/ContractYear.

10.5.3 Interest / Late Payment Surcharge shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

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ARTICLE: 11

11 FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

(a) **Natural Force Majeure Events:**

i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and

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ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

(b) **Non-Natural Force Majeure Events :**

i. Direct Non–Natural Force Majeure Events

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or
- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed

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or engaged by the Affected Party; or

- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

(a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;

(b) Delay in the performance of any Contractors or their agents;

(c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

(d) Strikes or labour disturbance at the facilities of the Affected Party;

(e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

(f) Non-performance caused by, or connected with, the Affected Party's:

i. negligent or intentional acts, errors or omissions;

ii. failure to comply with an Indian Law; or

iii. breach of, or default under this Agreement or any Project Documents.

(g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

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11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that, such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations/ roles under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations/ roles as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

(a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;

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(b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

(c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Uttar Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations, 2019, as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Uttar Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations, 2019, as amended from time to time, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

(d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Lead Long Term Transmission Customer may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Lead Long Term Transmission Customer's personnel with access to the Project to carry out such inspections.

(e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP.

However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

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ARTICLE: 12

12 CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the State Commission, under which the Transmission License for the Project was granted if made applicable by such State Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

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12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Long Term Transmission Customers and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Long Term Transmission Customers documentary proof of such increase / decrease in cost of the Project / revenue for establishing the impact of such Change in Law.

In cases where Change in Law results in decrease of cost and it comes to the notice of Long Term Transmission Customers that TSP has not informed Long Term Transmission Customers about such decrease in cost, Long Term Transmission Customers may initiate appropriate claim.

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give

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notice to Lead Long Term Transmission Customer of such Change in Law as soon as reasonably practicable after becoming aware of the same.

12.3.2 The TSP shall also be obliged to serve a notice to the Lead Long Term Transmission Customer even when it is beneficially affected by a Change in Law.

12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Long Term Transmission Customers after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

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ARTICLE: 13

13 EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of any non-fulfilment of its obligations as prescribed under this Agreement by the Long Term Transmission Customers or a Force Majeure Event:

a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Lead Long Term Transmission Customer in this regard;

b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Long Term Transmission Customers as per provisions of this Agreement;

c. If the TSP:

i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

Except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;

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- is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or

iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the State Commission as per the provisions of Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 or as amended from time to time; or

e. Failure on the part of the TSP to comply with the provisions of Article 19.2 of this Agreement; or

f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Long Term Transmission Customers in this regard; or

g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98% [98% for AC system and 95% for HVDC system], for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any

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continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or

i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or

j. except for the reasons solely attributable to Long Term Transmission Customers , the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Lead Long Term Transmission Customer ; or

k. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and / or fails to pay the requisite price to the parties and / or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Long Term Transmission Customers may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a " Long Term Transmission Customer's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Long Term Transmission Customer's Preliminary Termination Notice.

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b. Following the issue of a Long Term Transmission Customer's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Long Term Transmission Customers.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Long Term Transmission Customer's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Long Term Transmission 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.

Further, the Long Term Transmission Customers may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years.

13.3 Procedure for Long Term Transmission Customers non-fulfilment of Role

a. Upon the Long Term Transmission Customers not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Long Term Transmission Customers, with a copy to STU and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Long Term Transmission Customers.

b. Following the issue of a TSP's Preliminary Notice, the Consultation Period shall apply.

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c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Long Term Transmission Customers including giving time extension to TSP, having regard to all the circumstances.

d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement.

13.4 Termination due to Force Majeure

13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Long Term Transmission Customers shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.

13.4.2 In case of termination of this Agreement, the TSP shall provide to the Long Term Transmission Customers the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Long Term Transmission Customers within thirty (30) days of Termination Notice.

13.5 Termination or amendment due to non-requirement of any Element or Project during construction

13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Long Term Transmission Customers may issue a notice to this effect to the TSP.

13.5.2 Long Term Transmission Customers may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Long Term Transmission Customers shall issue copy of such notice to Lenders. In the notice, Long Term Transmission Customers shall

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also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.

13.5.4 After taking into account the comments of the TSP, the Long Term Transmission Customers may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

13.6.1 The State Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the ISTS Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long Term Transmission Customer's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Long Term Transmission Customer(s) shall take over the Project Assets.

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ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold the Long Term Transmission Customers harmless against:

(a) any and all third party claims, actions, suits or proceedings against the Long Term Transmission Customers for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Long Term Transmission Customers ; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Long Term Transmission Customers from third party claims arising by reason of:

i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of the Long Term Transmission Customers or

ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 The Long Term Transmission Customers shall, in accordance with the Regulations framed by UPERC in this regard, indemnify, defend and hold the TSP harmless against:

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(a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Long Term Transmission Customers of any of their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

i. any material breach by the Long Term Transmission Customers of any of its roles under this Agreement (provided that, this Article 14 shall not apply to such breaches by the Long Term Transmission Customers, for which specific remedies have been provided for under this Agreement), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or

ii. any of the representations and warranties of the Long Term Transmission Customers under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

(a) compliance with Article 14.2.1 (b), indemnify and hold harmless the Long Term Transmission Customers and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Long Term Transmission Customers may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark,

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copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with any other equipment, plant or materials not supplied by the TSP, pursuant to the Agreement.

(b) If any proceedings are brought or any claim is made against the Long Term Transmission Customers arising out of the matters referred to in Article 14.2.1(a), the Lead Long Term Transmission Customer shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission Customers of all actions taken in such proceedings or claims.

(c) If the TSP fails to notify the Lead Long Term Transmission Customer within twenty-eight (28) days after receipt of such notice from the Long Term Transmission Customers under Article 14.2.1(b) above, that it intends to attend any such proceedings or claim, then the Long Term Transmission Customers shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Lead Long Term Transmission Customer within the twenty eight (28) days period, the Long Term Transmission Customers shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

(d) The Lead Long Term Transmission Customer shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

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14.2.2

(a) The Long Term Transmission Customers, in accordance with the Regulations framed by UPERC in this regard, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

(b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Lead Long Term Transmission Customer a notice thereof, and the Long Term Transmission Customers shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Lead Long Term Transmission Customer shall promptly notify the TSP of all actions taken in such proceedings or claims.

(c) If the Lead Long Term Transmission Customer fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission Customers . Unless the Lead Long Term Transmission Customer has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

(d) The TSP shall, at the Long Term Transmission Customers request, afford all available assistance to the Long Term Transmission Customers in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission Customers for all reasonable expenses incurred in so doing.

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14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of **Rs. 0.37 Crore (Rupees Thirty Seven Lakh Only)**.

14.4 Procedure for claiming indemnity

14.4.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Articles 14.1 or 14.2 the Indemnified Party shall promptly notify the Indemnifying Party of such claim, proceeding, action or suit referred to in Articles 14.1 or 14.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and

ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which

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consent shall not be unreasonably withheld or delayed.

14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Long Term Transmission Customers nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Long Term Transmission Customers , the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Long Term Transmission Customers shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of the Long Term Transmission Customers, or any Affiliate of the Long Term Transmission Customers or any of its officers, directors or shareholders for such claims excluded under this Article.

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14.6 Duty to Mitigate

The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

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ARTICLE: 15

15 ASSIGNMENTS AND CHARGES

15.1 Assignments:

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 15.3.

15.2 Permitted Charges:

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, or the Project Assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

i. the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements and agreed in writing to the provisions of this Agreement; and

ii. any encumbrance granted by the TSP in accordance with this Article 15.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the TSP to release from such encumbrances upon payment by the TSP to the Lenders of all amounts due under the Financing Agreements.

15.2.3 Article 15.2.1 does not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;

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b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or

c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP developing and operating the Project.

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Long Term Transmission Customers.

15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the State Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 and as amended from time to time.

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ARTICLE: 16

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Lucknow.

16.2 Amicable Settlement:

16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:

(i) a description of the Dispute;

(ii) the grounds for such Dispute; and

(iii) all written material in support of its claim.

16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:

(i) counter-claim and defences, if any, regarding the Dispute; and

(ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

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16.3 Dispute Resolution:

All Disputes shall be adjudicated by the State Commission.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the State Commission as provided in Article 16.3 and save as the State Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations/ roles (which are not in dispute) under this Agreement.

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ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Long Term Transmission Customer

17.1.1 The Long Term Transmission Customers hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and authority to execute and consummate this Agreement;

b. This Agreement is enforceable against the Long Term Transmission Customers in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Long Term Transmission Customers will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Long Term Transmission Customers is a Party or to which the Long Term Transmission Customers is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Long Term Transmission Customers as follows and acknowledges and confirms that the Long Term Transmission Customers is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it, in accordance with its terms;

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c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.

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ARTICLE: 18

18 INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

The Lead Long Term Transmission Customer shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

18.2 Roles and functions of Independent Engineer

The role and functions of the Independent Engineer shall include the following:

a. Progress Monitoring as required under this Agreement;

b. Ensuring Quality as required under this Agreement;

c. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;

d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;

e. determining, as required under the Agreement, the valuation of the Project Assets.

f. Assisting the Parties in resolution of Disputes and

g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 Remuneration of Independent Engineer

The fee and charges of the Independent Engineer shall be paid by the Lead Long Term Transmission Customer as per terms & conditions of appointment.

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18.4 Termination of appointment

18.4.1 The Lead Long Term Transmission Customer may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.

18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Lead Long Term Transmission Customer and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Lead Long Term Transmission Customer shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Lead Long Term Transmission Customer is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Lead Long Term Transmission Customer shall appoint forthwith another Independent Engineer.

18.5 Authorised signatories

The Lead Long Term Transmission Customer shall require the Independent Engineer to designate and notify to the Lead Long Term Transmission Customer up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

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ARTICLE: 19

19 MISCELLANEOUS PROVISIONS

19.1 Lead Long Term Transmission Customers

19.1.1 The Long Term Transmission Customers hereby appoint and authorise **"Pashchimanchal Vidyut Vitran Nigam Limited"** (hereinafter referred to as the "Lead Long Term Transmission Customer") to represent all the Long Term Transmission Customers for discharging the rights and obligations of the Long Term Transmission Customers, which are required to be undertaken by all the Long Term Transmission Customers. All the Long Term Transmission Customers shall follow and be bound by the decisions of the Lead Long Term Transmission Customer on all matters specified in this Agreement. Accordingly each Long Term Transmission Customer agrees that any decision, communication, notice, action or inaction of the Lead Long Term Transmission Customer on such matters shall be deemed to have been on its/his behalf and shall be binding on each of the Long Term Transmission Customer. The TSP shall be entitled to rely upon any such action, decision or communication or notice from the Lead Long Term Transmission Customer. It is clarified that provisions under this Article 19.1 are not intended to and shall not render the Lead Long Term Transmission Customer liable to discharge Transmission Charges payments due to TSP from the other Long Term Transmission Customers.

19.1.2 The Long Term Transmission Customers hereby also appoint and authorise **"Purvanchal Vidyut Vitran Nigam Limited"** (hereinafter referred to as the "Alternate Lead Long Term Transmission Customer"), to act as Lead Long Term Transmission Customer as per the provisions of this Article 19.1.2, on the occurrence of any Event of Default specified in Article 13 by the Lead Long Term Transmission Customer. In such an event, the TSP may, at its option, within a period of fifteen (15) days from the date of issue of the TSP's Preliminary Termination Notice referred to in Article 13 and if the said default by the Lead Long Term Transmission Customer subsists, specify in writing to all the Long Term Transmission Customers that the Alternate Lead Long Term Transmission Customer shall thereafter act as the Lead Long Term Transmission Customer. In such a case, if the TSP so notifies, the Alternate Lead Long Term Transmission Customer shall, thereafter, act as Lead Long Term Transmission Customer for the purposes of this Agreement, and the Lead Long Term Transmission Customer earlier appointed under Article 19.1.1 shall automatically cease to be the Lead Long Term Transmission Customer. It is clarified that

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all decisions taken by the "**Pashchimanchal Vidyut Vitran Nigam Limited**" appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission Customer before such change, shall continue to be valid, in accordance with this Agreement.

19.1.3 In the event of "**Purvanchal Vidyut Vitran Nigam Limited**" becoming the Lead Long Term Transmission Customer as per Article 19.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "**Pashchimanchal Vidyut Vitran Nigam Limited**", appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the provisions of Article 19.1.2 shall be applicable.

19.1.4 Notwithstanding anything contained above, any decision which is required to be taken by the Long Term Transmission Customers jointly under the provisions of Article 13, shall be taken by all the Long Term Transmission Customers and in case of difference amongst the Long Term Transmission Customers, the said decision shall be taken by the Majority Long Term Transmission Customers, as defined in Article 19.1.5 below.

19.1.5 Any decision taken by Long Term Transmission Customers, who taken together constitute sixty five percent (65%) of the Allocated Project Capacity and constitute in number at least fifty percent (50%) of the total number of Long Term Transmission Customers (hereinafter referred to as "Majority Long Term Transmission Customers"), shall be binding on the Lead Long Term Transmission Customer and all other Long Term Transmission Customers. Majority Long Term Transmission Customers shall also have the right to replace the Lead Long Term Transmission Customer by any other Long Term Transmission Customer of their choice. All decisions taken by the Majority Long Term Transmission Customers in this Agreement shall be conveyed by the Lead Long Term Transmission Customer.

19.2 Equity Lock-in Commitment:

19.2.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of **Tirwa Transmission Limited** shall not be less than Fifty one percent (51%) up to a period of one (1) year after COD of the Project.

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

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Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

19.2.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.2.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in **Tirwa Transmission Limited** to another Affiliate or to the Parent Company / Ultimate Parent Company of the Selected Bidder. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company of the Selected Bidder.

19.2.3 Subject to Article 19.2.1, all transfer(s) of shareholding of **Tirwa Transmission Limited** by any of the entities referred to in Article 19.2.1 and 19.2.2 above, shall be after prior written intimation to the Long Term Transmission Customers .

19.2.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in **Tirwa Transmission Limited** shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in **Tirwa Transmission Limited** then holding of Selected Bidder A in **Tirwa Transmission Limited** shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in **Tirwa Transmission Limited** then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **Tirwa Transmission Limited** shall be fifteen percent (15%), (i.e., 30% x 50%)

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19.2.5 The provisions as contained in this Article 19.2 shall override the terms of the consortium agreement submitted as part of the Bid.

19.2.6 The TSP shall be responsible to report to Long Term Transmission Customers, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Lead Long Term Transmission Customer would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required.

19.3 Commitment of maintaining Qualification Requirement

19.3.1 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements, as stipulated in RFP Document, till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project.

19.3.2 Failure to comply with the aforesaid provisions shall be dealt in the same manner as TSP's Event of Default as under Article 13 of this Agreement.

19.4 Language:

19.4.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

19.4.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

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19.5 Affirmation

The TSP and the Long Term Transmission Customers, each affirm that:

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Long Term Transmission Customers hereby undertake not to engage in any similar acts during the Term of Agreement.

19.6 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

19.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

19.8 Breach of Obligations/ Roles

The Parties acknowledge that a breach of any of the obligations/ roles contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting Party in each case specified under this Agreement.

19.9 Restriction of Shareholders / Owners Liability

19.9.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

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19.9.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.10 Taxes and Duties:

19.10.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.

19.10.2 The Long Term Transmission Customers shall be indemnified and held harmless by the TSP against any claims that may be made against the Long Term Transmission Customers in relation to the matters set out in Article 19.10.1.

19.10.3 The Long Term Transmission Customers shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Long Term Transmission Customers on behalf of TSP or its personnel, provided the TSP has consented in writing to Long Term Transmission Customers for such work, for which consent shall not be unreasonably withheld.

19.11 No Consequential or Indirect Losses

The liability of the TSP shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Long Term Transmission Customers or the TSP claim from one another any indirect or consequential losses or damages.

19.12 Discretion:

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

19.13 Confidentiality

19.13.1 The Parties undertake to hold in confidence this Agreement and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to

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third parties, except:

(a) to their professional advisors;

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

(c) disclosures required under Law,

without the prior written consent of the other Parties.

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

19.14 Order of priority in application:

Save as provided in Article 2.5, in case of inconsistencies between the terms and conditions stipulated in Transmission License issued by the Appropriate Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement;

19.15 Independent Entity:

19.15.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

19.15.2 Subject to the provisions of the Agreement, the TSP shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All

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employees and representatives of the TSP or Contractors engaged by the TSP in connection with the performance of the Agreement shall be under the complete control of the TSP and shall not be deemed to be employees, representatives, Contractors of the Long Term Transmission Customers and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create any contractual relationship between any such employees, representatives or Contractors and the Long Term Transmission Customers.

19.16 Amendments:

19.16.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

19.17 Waiver:

19.17.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

19.17.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

19.18 Relationship of the Parties:

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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19.19 Entirety:

19.19.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

19.19.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Long Term Transmission Customers by the TSP shall stand superseded and abrogated.

19.20 Notices:

19.20.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language

19.20.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address :

Attention : M. Raghu Kumar

Email : raghukumar.m@meilgroup.com

Fax. No. : 040-4433 6800

Telephone No.: 9676520044

Megha Engineering & Infrastructures Limited S-2, TIE, Balanagar, Hyderabad, 500037

19.20.3 If to the Long Term Transmission Customer(s), all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

(i) Paschimanchal Vidyut Vitran Nigam Ltd.

Address :

Attention : Executive Engineer (Comm) P.V.V.N.L., Meerut

Email : Sonam Singh.

Fax. No. : 9193330053.

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Telephone No. :

(ii) Madhyanchal Vidyut Vitran Nigam Ltd.

Address : Ashok Kumar
Attention Superintending Engineer (Comm)
Email : MVVNL, Lucknow
Fax. No. :
Telephone No. : 9415901102

(iii) Purvanchal Vidyut Vitran Nigam Ltd.

Address : SUPERINTENDING ENGINEER (COM.)
Attention Purvanchal Vidyut Vitran Nigam Limited
Vidyut Nagar, P.O. D.L.W., Varanasi
Email :
Fax. No. :
Telephone No. : 9451971954

(iv) Dakshinanchal Vidyut Vitran Nigam Ltd.

Address :
Attention M.P. Singh अधीक्षण अभियन्ता (वाणिज्य)
Email : द०वि०वि०नि०लि०, आगरा
Fax. No. :
Telephone No. : 9412721350

(v) Kanpur Electricity Supply Co. Ltd.

Address : अधीक्षण अभियन्ता (वा0ि0)
Attention केस्को, कानपुर
Email : R.C. Srivastava
Fax. No. :
Telephone No. : 8189045101

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19.20.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

19.20.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

19.21 Fraudulent and Corrupt Practices

19.21.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Long Term Transmission Customers may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Long Term Transmission Customers shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the hereunder or subsistence otherwise.

19.21.2 Without prejudice to the rights of the Long Term Transmission Customers under Clause 19.21.1 hereinabove and the rights and remedies which the Long Term Transmission Customers may have under this Agreement, if a TSP is found by the Long Term Transmission Customers to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI) or after the execution of the TSA, the Long Term Transmission Customer(s) may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Long Term Transmission Customer(s) to have directly or

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indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

19.21.3 For the purposes of this Clause 19.21, the following terms shall have the meaning hereinafter respectively assigned to them:

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

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

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

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

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

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19.22 Compliance with Law:

Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

1. For and on behalf of TSP

M. Raghu Kumar (Director)

[Signature, Name, Designation and Address]

2. **For and on behalf of Paschimanchal Vidyut Vitran Nigam Ltd.**

Executive Engineer (Comm)
P.V.V.N.L , Meerut
Sanam Singh

[Signature, Name, Designation and Address]

3. **For and on behalf of Madhyanchal Vidyut Vitran Nigam Ltd.**

Superintending Engineer (Comm)
MVVNL, Lucknow

.....

[Signature, Name, Designation and Address]

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Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

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4. **For and on behalf of Purvanchal Vidyut Vitran Nigam Ltd.**

SUPERINTENDING ENGINEER (COM.)
Executive Engineer (Comm.)
Purvanchal Vidyut Vitran Nigam Limited
P.V.V.N.L., Meerut
Vidyut Nagar, P.O.-D.L.W., Varanasi

.....

BRAJESH KUMAR, SE(COM), PVVNL

[Signature, Name, Designation and Address]

5. **For and on behalf of Dakshinanchal Vidyut Vitran Nigam Ltd.**

(M.P. Singh)
अधीक्षण अभियन्ता (वाणिज्य)
दविविनिलि, आगरा

.....

[Signature, Name, Designation and Address]

6. **For and on behalf of Kanpur Electricity Supply Co. Ltd.**

अधीक्षण अभियन्ता (वा0)
केस्को, कानपुर

.....

[Signature, Name, Designation and Address]

WITNESSES:

1. **For and on behalf of**

: BPC Nitin Srivastav
EA - PFCCL

.....
[Signature]

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.....

[Insert, Name, Designation and Address of the Witness]

2. **For and on behalf of**

: STU

.....

[Signature]

.....

[Insert Name, Designation and Address of the Witness]

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SCHEDULES

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Purvanchal Vidyut
Vitran Nigam Limited

Dashinanchal Vidyut
Vitran Nigam Limited

Madhyanchal Vidyut
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Schedule: 1

Project Description and Scope of Project

1. **Brief description of Transmission line:**

I. **220/132/33 KV Tirwa (2x160+2x63MVA) substation.**

At present, Kannauj district is is being fed at 33kV voltage level from 220/132/33 kV Chhibramau, 132/33KV Substation, Kannauj and Talgram sub-stations. Generally 132 kV substation, Kannauj and Talgram is fed at 132 kV voltage level from 220 kV Substation Chibramau and in contingency these are fed from 220 KV Neebkarori sub-station. At present both of the above 220 kV substations are overloaded. Due to excessive long 33 kV lines in Tirwa area of Kannauj the problem of low voltage and overloading persists especially in summer. Therefore to overcome the low voltage problem and to strengthen the transmission system, 220/132/33 KV Tirwa (2x160+2x63MVA) substation alongwith few lines associated to it are proposed for construction.

II. **LILO of Shamli-Aligarh line at THDC Khurja**

In addition to above as per Power Purchase Agreement (PPA), 60% of the generated power of THDC Khurja STTP (2x 660 MW) has been allocated to the state of Uttar Pradesh. The power evacuation of Khurja TPS is to be done by constructing LILO of one circuit of Shamli-Aligarh line at THDC Khurja Power Plant.

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2. **Scope of the Project:**

S. No.	Name of the Transmission Element	Scheduled COD from Effective Date
	Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines	
1.	Construction of 220/132/33kV substation, Tirwa (Kannauj) (including following Bay at S/S):- 2x160 + 2x63 MVA (i) 220kV 160MVA ICT Bay- 02 Nos. (ii) 132kV 160MVA ICT Bay- 02 Nos. (iii) 132kV 63MVA ICT Bay- 02 Nos. (iv) 33kV 63 MVA ICT Bay- 02 Nos. (v) 220kV Bay : Feeder Bay- 02 Nos. Bus Coupler Bay- 01 Nos. Transfer Bus Bay- 01 Nos. (vi) 132kV Bay : Feeder Bay- 02 Nos. Bus Coupler Bay- 01 Nos. Transfer Bus Bay-0 1 Nos. (vii) 33kV Bay : Feeder Bay- 10 Nos. Transfer Bus Coupler Bay- 01 Nos.	18 Months
2.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa S/s	
3.	LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa S/s	
B.	**Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant**	
1.	LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant*	7 Months

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

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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 Radio Φ	Force Coefficient, C_t		
		Flat Sided Members	Circular Sect	
			Sub-Critical Flow ($DV_d < 6$ m²/s)	Super Critical Flow ($DV_d \geq 6$ m²/s
(1)	(2)	(3)	(4)	(5)
i)	0.1	1.9	1.2	0.7
ii)	02	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

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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.

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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 , D/C (Twin Moose) transmission lines	Moose: Stranding 54/3.53mm- Al + 7/3.53 mm-Steel, 597sq mm, Total Sectional Area, 31.77mm diameter	450mm
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 lever 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:

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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 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

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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.

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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.

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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.

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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.)

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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/OFAF-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^{0}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

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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.

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3.0 INSULATION

The dielectric strength of winding insulation and of the bushing shall conform to the values given is IS 2026-1977 except were 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

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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	1st 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.

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Total breaking time	3 cycles
1.2/50 microsecond lightning impulse withstand voltage to earth	1050 KV (min.)
One minute power frequency dry withstand voltage 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 50^0C
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

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(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	1st pole of clear factor 1.5 value of 4 parameter as per IEC62210

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Short line fault	As per IEC
Rated short circuit making capacity (peak)	80 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 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 IEC 62271-100 with a site reference ambient temperature of 50^0C

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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

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:-

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i)	Nominal system voltage	33 KV
ii)	Highest system voltage	36 KV
iii)	Rates 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 :

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.

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The CTs shall comply with requirements indicted 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 (For160MVA 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)
10.	Ratio selection	Primary reconnection & Secondary tapings.	Primary reconnection & secondary tapings	Primary reconnectio n & secondary tapings.
11.	Continuous primary current	120% of rated primary current.	125% of rated Primary current.	120% of rated primary

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S. No.	Particulars	245 KV CTs	145 KV CTs	36 KV CTs
				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

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Sl. No	Parameters	Specification
2.	Type of mounting	Pedestal type
3.	Suitable for system frequency	50 Hz ± 5%
4.	Highest system Voltage	245 Kv
5.	Transformation ratio on all windings	220,000 / 110 √3 √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:

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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 ± 5%
4.	Highest system voltage	145 kV
5.	Transformation ratio on all windings	$\frac{132,000}{\sqrt{3}} / \frac{110}{\sqrt{3}}$
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

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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/√3 / 110 Volt/√3
9. Rated Burden:	
Each Winding – I	50 VA
Each Winding –II	50 VA

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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

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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

Sl. No.	DETAILS	36 kV Isolator
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^{0}C
11	Seismic co-efficient	0.3 g.
12	1.2/50 microsecond full wave	positive and negative impulse

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	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 : i) Torsional ii) Cantilever	Suitable to withstand wind, short circuit and operating forces
18	Interlocks with circuit breaker	1 set of electrical and castel type interlocks.

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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

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11)	BIL	:	1050 KV	650 mm
12)	Height of insulator	:	2300.00mm	1500 mm

(B) FOR 36 KV POSTINSULATORS

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

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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.

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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

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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.

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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.

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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 for132 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	3000m	3000m	3000m

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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 mulsifying system us 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.

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Schedule: 2

Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

Sl. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Elements which are pre-required for declaring the commercial operation (COD) of the respective Element [BPC to insert precedence of commissioning of Element(s)] in project specific RFP and RFP Project Documents]
A.	**Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines**			
1.	Construction of 220/132/33kV substation, Tirwa (Kannauj)	Last Date of 18th Month from the date of transfer of SPV	80.42 %	Elements at S.No.1,2 &3 shall be required simultaneously
2.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa S/s			
3.	LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa S/s			
B.	**Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant**			
1.	LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 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

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SL No	Description of parameters	220 kV System	132 kV System	66 kV System	33 kV System	11kV System
				m	m	m
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

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Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1: Site Regulations and Safety:

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Long Term Transmission Customers and the CEA for the purpose of monitoring of the Project.

2: Emergency Work:

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any entity , other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3: Site Clearance:

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

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

Scheduled COD for the Project is: **18 Months from Effective Date.**

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4: Watching and Lighting:

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

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Schedule: 4

Computation of Transmission Charges

1.1 General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per applicable Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

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Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

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Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	140 X 25% X ((28+31)/365)	5.65		--	0.00
1-Apr-18 to 30-Nov-18	140 X 25% X (244/365)	23.39		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

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Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

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Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Sept-18	--	0.00		--	0.00
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

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Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

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Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

	Transmission Charges for Element 1	**Transmission Charges for Element 2**
1-July-19 to 31-Mar-20	140 X 100% X (274/365)	105.09
2	140 X 100% X 1	140
3	140 X 100% X 1	140
4	140 X 100% X 1	140
5	140 X 100% X 1	140
.....		
.....		
36 (1-Apr to 30-Jun)	140 X 100% X (91/365)	34.91

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Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19	--	0.00
1-July-19 to 31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr-30-Jun)	140 X 100% X (91/365)				34.91

The Transmission Charges shall be payable on monthly basis as computed above.

1.2 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

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For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 98% and less than or equal to 98.5%;

Monthly Transmission Charges MTC(m) = Tmn *1

a. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 98%and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;

Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

Pashchimanchal Vidyut Vitran Nigam Limited

Purvanchal Vidyut Vitran Nigam Limited

Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

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Tirwa Transmission Limited

TIRWA TRANSMISSION LIMITED NEW DELHI

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC, as per procedure provided in Schedule 6.
- m is the month in Contract Year 'n'
- Tmn= Transmission Charges for the month 'm' in Contract Year 'n' = (=Transmission Charge/ no. of days in the Year n)* no. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.3 Recovery from Short Term Transmission Customers

The charges payable by the Short Term Intra State Transmission Customers shall be calculated on the basis of the provisions of the Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions or Open Access) Regulations, 2019 or as amendment from time to time.

In accordance to Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions or Open Access) Regulations, 2019 or as amendment from time to time, the

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 NEW DELHI

Short Term Intra State Transmission Consumers shall pay the transmission Charges to STU. However, even in special case, any payment made directly to TSP, for use of element/project, the same shall be reduced from the transmission charge payable by Long Term Transmission Customer's to TSP.

1.4 Scheduling Charges

The payment of RLDC fee & charges, in accordance with relevant regulations of UPERC, shall be the responsibility of the TSP. Whereas, the payment of scheduling charges to the respective SLDC, as the case may be, shall be the responsibility of the Long Term Transmission Customer's.

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Dashinanchal Vidyut Vitran Nigam Limited

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Tirwa Transmission Limited

TIRWA TRANSMISSION LIMITED NEW DELHI

Schedule: 5

Quoted Transmission Charges

[Quoted Transmission Charges from Annexure - 21 of the RFP of the Selected Bidder to be inserted here]

[To be incorporated from the Bid of the Selected Bidder submitted during the e-reverse auction after its selection]

Quoted Transmission Charges: Rs. 171.50 Million per annum

.Proportionate Transmission Charges payable for each Element of the Project:

S. No.	Name of the Transmission Element	Percentage of total Transmission Charges payable to the TSP on Commissioning / COD of the Element
A.	**Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines**	
1.	Construction of 220/132/33kV substation, Tirwa (Kannauj)	80.42 %
2.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa S/s	
3.	LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa S/s	
B.	**Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant**	
1.	LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant*	19.58%

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

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Purvanchal Vidyut Vitran Nigam Limited

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Tirwa Transmission Limited

TIRWA TRANSMISSION LIMITED NEW DELHI

Schedule: 6

Appendix B of Uttar Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations, 2019

Procedure for Calculation of Transmission System Availability Factor for a Month

Annexure-B:Procedure for calculation of Transmission System Availability Factor for a Month

1) Transmission System Availability Factor for a Calendar Month (TAFM) shall be calculated by the respective Transmission Licensee, got verified and certified by the SLDC and separately for each A.C. Transmission System and grouped according to sharing of transmission charges.
2) TAFM, in percent, shall be equal to (100-100 x NAFM), where NAFM is the non-availability factor in per unit for the month, for the Transmission System / sub-system.
3) NAFM for A.C. systems / sub-systems shall be equal to:

$$= \frac{[\sum_{l=1}^{L}(OH_l \times Cktkm_l \times NSC_l) + \sum_{t=1}^{T}(OH_t \times MVA_t \times 2.5) + \sum_{r=1}^{R}(OH_r \times MVAR_r \times 4)]}{THM \times [\sum_{l=1}^{L}(Cktkm_l \times NSC_l) + \sum_{t=1}^{T}(MVA_t \times 2.5) + \sum_{r=1}^{R}(MVAR_r \times 4)]}$$

Where,

I = identifies a transmission line circuit;

t = identifies a transformer / Inter connecting transformer (ICT);

r = identifies a bus reactor, switchable line reactor or Static VAR Compensation (SVC);

L = total number of line circuits;

T = total number of bus reactors, switchable line reactors and SVCs;

R = total number of bus reactors, switchable line reactors and SVCs;

OH = Outage hours or hours of non-availability in the month, excluding the duration of outages not attributable to the Transmission Licensee,

Ckt km = Length of a transmission line circuit in km;

NSC = Number of sub-conductors per phase;

MVA = MVA rating of a transformer / ICT;

MVAR = MVAR rating of a bus reactor switchable line reactor or an SVC (in which case it would be the sum of inductive and capacitive capabilities);

THM = Total hours in the month;

4) The transmission elements under outage due to following reasons shall be deemed to be available:
   a. Shutdown availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to Transmission Licensee, the SLDC may restrict the deemed availability period to that considered reasonably by him for the work involved.
   b. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of SLDC.
5) Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration:
   a. Outage of elements due to force majeure events such as war, strike riot, floods, earthquake etc. beyond the control of the Transmission Licensee.
   b. However, onus of satisfying the SLDC that element outage was due to aforesaid events and not due to design failure shall rest with the Transmission Licensee. A reasonable restoration time for the element shall be considered by SLDC and any additional time taken by the Transmission Licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the Transmission Licensee. SLDC may consult the Transmission Licensee or any expert for estimation of reasonable time. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.
6) Outage caused by grid incident / disturbance not attributable to the Transmission Licensee, e.g.faults in substation or bays owned by other agency causing outage of the Transmission Licensee's elements and tripping of lines, ICTs, etc due to grid disturbance. However, if the element is not restored on receipt of direction from SLDC while normalizing the system following grid incident / disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of SLDC's direction for restoration.

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Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

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Tirwa Transmission Limited

TIRWA TRANSMISSION LIMITED NEW DELHI

Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Pashchimanchal Vidyut Vitran Nigam Limited

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Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

Kanpur Electricity Supply Company Limited

Tirwa Transmission Limited

TIRWA TRANSMISSION LIMITED NEW DELHI

Schedule: 8

Contract Performance Guarantee

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

In consideration of the .....[Insert name of the SPV or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated .....and the other RFP Project Documents and the Long Term Transmission Customers and the .....[Insert the name of the BPC], agreeing to execute the *RFP Project Documents* with the Selected Bidder, regarding setting up the Project, the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at .....[Insert the Place from the address of the Long Term Transmission Customers indicated in the TSA] 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 Rupees ..... Crores (Rs. .....) only [Insert the amount of the bank guarantee] on behalf of M/s. ..... [Insert name of the Selected Bidder or SPV].

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

Our liability under this Guarantee is restricted to Rs. ..... Crores (Rs. .....) only. Our Guarantee shall remain in force until ..... [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Long Term Transmission Customers, shall be entitled to invoke this

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 NEW DELHI

Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from ..... (in its roles as the Long Term Transmission Customers), 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.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Selected Bidder], ... [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Long Term Transmission 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.

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 NEW DELHI

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.

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

In witness where of:

Signature .....

Name: .....

Power of attorney No.: .....

For:

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

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 NEW DELHI

Banker's Seal and Full Address, including mailing address of the Head Office

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 NEW DELHI

Schedule: 9

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$

Where,

ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the CERC, applicable on the Bid Deadline

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.

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Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

Kanpur Electricity Supply Company Limited

Tirwa Transmission Limited

TIRWA TRANSMISSION LIMITED NEW DELHI

Schedule: 10

List of Long Term Transmission Customer

Note: As referred in the recital of this Agreement and in the definition of "Long Term Transmission Customer" in this Agreement

Sl. No.	Name of the Long Term Transmission Customer	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: mdpurvanchalvvnl@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: dvvnlmd@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%

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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 NEW DELHI

Note: The above list of Long Term Transmission Customer subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the Agreement.

The new Long Term Transmission Customer shall become a party to the TSA after agreeing to the terms and conditions of this Agreement and signing a Supplemental Agreement as annexed in Schedule 11 to this Agreement.

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 NEW DELHI

Schedule: 11

SUPPLEMENTARY AGREEMENT

BETWEEN

..... [Insert name of the TSP]

AND

..... [Insert name of the new Long Term Transmission Customer 1],

..... [Insert name of the new Long Term Transmission Customer 2],

.
.
.

..... [Insert name of the new Long Term Transmission Customer n]

THIS SUPPLEMENTARY AGREEMENT entered into on ..... [Insert date] ..... [Insert day] of .....[Insert month] in ..... [Insert year] by and between, ... [Insert name of the Transmission Service Provider] incorporated under the Companies Act, 1956, having its registered office at ..... (here in after referred to as Transmission Service Provider or "TSP", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the first part,

AND

..... [Insert name of the new Long Term Transmission Customer '1'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the second part,

Pashchimanchal Vidyut Vitran Nigam Limited

Purvanchal Vidyut Vitran Nigam Limited

Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

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Tirwa Transmission Limited

TIRWA TRANSMISSION LIMITED NEW DELHI

..... [Insert name of the new Long Term Transmission Customer '2'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the third part,

.

.

..... [Insert name of the new Long Term Transmission Customer 'n'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the nth part.

WHEREAS:

A. The TSP has executed the TSA with the existing Long Term Transmission Customer as listed out in Schedule 10 of the TSA.

B. The existing Long Term Transmission Customer as listed out in Schedule 10 of the TSA have executed the TSA with the TSP.

C. The TSP has agreed to provide the Transmission Service to the existing Long Term Transmission Customer as per the terms and conditions of the TSA.

D. The Allocated Project Capacity of the existing Long Term Transmission Customer as on this date.....[Insert date] is as detailed below:

Table : 1

Sl. No.	Name of the existing Long Term Transmission Customer	Allocated Project Capacity (in MW)
1		
2		
3		
.		

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 NEW DELHI

E. The existing Long Term Transmission Customer have agreed, on the terms and subject to the conditions of the TSA, to use the available transmission capacity of the Project and pay TSP the Transmission Charges as determined in accordance with the terms of the TSA.

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

1) The new Long Term Transmission Customer and their Allocated Project Capacity as on this date.... [Insert date] are as detailed below:

Table 2:

Sl. No.	Name of the new Long Term Transmission Customer	Allocated Project Capacity (in MW)
1		
2		
3		
.		
.		

2) The new Long Term Transmission Customer have been granted long term open access from the CTU/STU, as the case may be, and are beneficiaries to the Project.

3) The new Long Term Transmission Customer agree to the terms and conditions laid down in the TSA, to use the Project and pay the TSP the Transmission Charges as determined in accordance with the terms of the TSA and the provisions of this Supplementary Agreement.

4) The TSP agrees to provide the Transmission Service to the new Long Term Transmission Customer as per the terms and conditions of the TSA.

5) All terms and conditions of the TSA between the TSP and the existing Long Term Transmission Customer (as listed out in Table 1 of this Supplementary Agreement) shall apply, mutatis mutandis without any change, to the new Long Term Transmission Customer (as listed out in Table 2 of this Supplementary Agreement)

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives

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 NEW DELHI

WITNESS:

Table 3:
WITNESS

1. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the TSP]
2. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the new Long Term Transmission Customer 1]
3. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the new Long Term Transmission Customer 1]
. n. Signature: Name: ..... Designation:	; For and on behalf of ..... [Insert name of the new Long Term Transmission Customer n]

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 NEW DELHI

ANNEXURE A-11

Dated 07th March, 2024

SHARE PURCHASE AGREEMENT

BETWEEN

PFC CONSULTING LIMITED

AND

TIRWA TRANSMISSION LIMITED

AND

MEGHA ENGINEERING & INFRASTRUCTURES LIMITED

PFC CONSULTING LTD NEW DELHI

TIRWA TRANSMISSION LIMITED NEW DELHI

TIRWA TRANSMISSION LIMITED NEW DELHI

Megha Engineering & Infrastructures Limited S-2, TIE, Balanagar, Hyderabad, 500037

INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP87486813589999W

Share Purchase Agreement

e-Stamp

Certificate No.	:	IN-UP87486813589999W
Certificate Issued Date	:	05-Mar-2024 07:22 PM
Account Reference	:	NEWIMPACC (SV)/ up14075304/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUP14075304711491500250 92W
Purchased by	:	PFC CONSULTING LIMITED
Description of Document	:	Article 19 Certificate or other Document
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	PFC CONSULTING LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	:	1,200 (One Thousand Two Hundred only)

Please write or type below this line

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('Agreement') made this 07th Day of March 2024 at Lucknow by and between:

PFC CONSULTING LIMITED (a wholly owned subsidiary of Power Finance Corporation Ltd.), a company incorporated under the Companies Act, 1956, with CIN No. U74140DL2008GOI175858 having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi 110001, (hereinafter referred to as **"PFCCL"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

TIRWA TRANSMISSION LIMITED, a company incorporated under the Companies Act, 2013, with CIN No. U42201DL2023GOI415616 having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi 110001, (hereinafter referred to as **"Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**; and

PFCCL DELHI

TIRWA TRANSMISSION LIMITED NEW DELHI TTL

TIRWA TRANSMISSION LIMITED NEW DELHI

MEIL

IRD 0004881890

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

AND

MEGHA ENGINEERING & INFRASTRUCTURES LIMITED, a company incorporated under the Companies Act, 1956 with CIN No. U45202TG2006PLC050271 having its registered office at **S-2, Technocrat Industrial Estate, Balanagar Hyderabad - 500037** (hereinafter referred to as **"Selected Bidder"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART.**

WHEREAS:

A. UP Power Transmission Corporation Limited (UPPTCL) vide its Letter of Intent (LoI) dated 19.11.2022 has appointed PFC Consulting Ltd. to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish 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"** through tariff based competitive bidding process (hereinafter referred to as the "Project").

B. In accordance with the Bidding Guidelines, PFCCL had initiated a Bid Process through issuance of RFP documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).

C. PFCCL has incorporated the **Company** and PFCCL along with the Nominees hold One hundred per cent (100 %) of total issued and paid up equity share capital of the Company.

D. PFCCL has initiated the development of the Project and has obtained survey report, certain clearances, consents and permits as specified in the RFP regarding the Project.

E. Pursuant to the said Bid Process, Megha Engineering & Infrastructures Limited has been identified as the Selected Bidder vide Letter of Intent dated January 30, 2024 issued by the PFCCL in favor of the Selected Bidder.

F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Capitalised terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the Transmission Service Agreement.

1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:

PFCCL

(i) **"Acquisition Price"** shall mean INR 2,78,14,368/- (Rupees Two Crore Seventy Eight Lakh Fourteen Thousand Three Hundred Sixty Eight Only), which is the aggregate consideration payable by the Selected Bidder towards purchase of the **Sale Shares at par** along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;

(ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by Parties in writing;

(iii) **"Bid Process"** shall mean the competitive bidding process initiated by the Company, by issuance of RFP Documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;

(iv) **"Board"** shall mean the board of directors of the Company

(v) **"Closing Date"** shall mean a mutually agreed date between the Parties falling within the period as mentioned in Clause 2.4 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such period;

(vi) **"CTU"** or **"Central Transmission Utility of India Limited"** shall have same meaning as defined in the Electricity Act, 2003;

(vii) **"Encumbrance"** shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;

(viii) **"Letter of Intent"** shall have the meaning ascribed thereto under the RFP;

(ix) **"Nominees"** shall mean the Persons, who are named in Annexure A, holding the Sale Shares as nominees of PFCCL.

(x) **"Party"** shall mean PFCCL, Company and the Selected Bidder, referred to individually, and **"Parties"** shall mean PFCCL, Company and the Selected Bidder collectively referred to, as relevant;

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

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

a) Transmission Service Agreement

b) this Agreement; and

c) Any other agreement(s) as may be required.

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

(xiv) **"Sale Shares"** shall mean **10,000 (Ten Thousand)** Shares, representing 100 percent of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in Annexure A attached hereto;

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

(xvi) **"Shares Seller"** shall mean PFCCL;

(xvii) **"Transmission Services Agreement"** or **"TSA"** means the agreement titled 'Transmission Services Agreement' dated March 07, 2024 entered into between Central Transmission Utility of India Limited and the TSP pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project to Central Transmission Utility of India Limited on a commercial basis, as may be amended from time to time;

(xviii) **Transmission Service Provider" or "TSP"** shall mean Tirwa Transmission Limited which has executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder.

1.3 Interpretation Clause

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

2. TRANSFER OF SHARES

2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares of the Company free from Encumbrances with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.

2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as Nominees of the Shares Seller to the Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms ("Share Transfer Forms") duly stamped with requisite amount of stamp duty payable on the transfer of Sale Shares.

3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("Sale Share Certificates") along with the Share Transfer Forms duly executed by the Shares Seller and the Nominees in favour of the Selected Bidder, simultaneously against the Selected Bidder handing over to the Shares Seller demand drafts drawn in favour of the Shares Seller for the Acquisition Price payable to it.

Provided that prior to the handing over of the Sale Share Certificates to the Selected Bidder as mentioned above, the Selected Bidder shall provide satisfactory evidence to PFCCL that on or before the Closing Date, the Selected Bidder has furnished the Performance Bank Guarantee to Central Transmission Utility of India Limited and is in a position to comply with all other requirements of Clause 2.4 of the RFP.

3.3 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Sale Share Certificates with the Company. The Selected Bidder may also propose the names of its nominees to be appointed on the Board of the Company and the address within the jurisdiction of the Registrar of Delhi and Haryana, which would be the new registered office of the Company. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

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

(a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the **Megha Engineering & Infrastructures Limited and its nominees;**

(b) approving the **Megha Engineering & Infrastructures Limited and its nominees** as a member of the Company and entering the name of the **Megha Engineering & Infrastructures Limited and its nominees** in the register of members.

(c) changing the address of the registered office of the Company to the new address, within the jurisdiction of the Registrar of Delhi and Haryana, as may be provided by the Selected Bidder.

(d) appointing the nominees of the Selected Bidder on the Board and accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director, for the rest of the meeting.

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

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

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

(ii) Enter the name of the **Megha Engineering & Infrastructures Limited and its nominees** as the legal and beneficial owner of the Sale Shares, free of all Encumbrances, in the register of members of the Company;

(iii) Make the necessary endorsements on the Sale Share Certificates, indicating the name of the **Megha Engineering & Infrastructures Limited and its nominees** as the legal and beneficial owner of the Sale Shares evidenced there under;

(iv) Return the original Sale Share Certificates, duly endorsed in the name of the **Megha Engineering & Infrastructures Limited and its nominees**, to the **Megha Engineering & Infrastructures Limited and its nominees,** as the case may be or its authorised representative;

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

(vi) Handover certified true copies of the Board resolution passed by the Company as per (i)(a) to (i)(e) of Clause 3.3 (i) to Central Transmission Utility of India Limited.

3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the **Clauses 3.1 to 3.3** above on the Closing Date are completed on the same day.

Notwithstanding the provisions of **Clause 3.3** hereto, all proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the equity shareholding of the Company, by the Selected Bidder as per Clause 3.3, (a) the authority, rights and obligations of the PFCCL/Company in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by Central Transmission Utility of India Limited themselves or through their any other authorized representative(s), (b) all rights and obligations of the PFCCL/Company shall be of the Selected Bidder and (d) any decisions taken by the PFCCL/Company prior to the date of its acquisition by the Selected Bidder shall continue to be binding on the Selected

Bidder. The Parties hereby agree that this provision shall survive the termination of this Agreement.

3.6 This agreement shall be effective from the date of its signing by the Parties and shall remain in force until all the obligations of the respective Parties under Clause 3.3 hereto are fulfilled.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Selected Bidder hereby represents and warrants to the Shares Seller that:

4.1.1 The Selected Bidder has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by the Selected Bidder and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

4.1.2 The execution, delivery and performance of this Agreement by the Selected Bidder will not violate or contravene any provision of the Memorandum of Association or Articles of the Selected Bidder, (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which the Selected Bidder are bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or any contractual obligation assumed by the Selected Bidder, from purchasing the Sale Shares from the Shares Seller in the manner provided for in this Agreement.

4.2 The Shares Seller hereby represents and warrants to the Selected Bidder that;

4.2.1 The Shares Seller and the Nominees are the legal and beneficial owners of the Sale Shares, free and clear of any Encumbrance and the delivery to the Selected Bidder of the Sale Shares pursuant to the provisions of this Agreement will transfer to the Selected Bidder a good title to the Sale Shares.

4.2.2 The Shares Seller has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein. The execution, delivery and performance of this Agreement will not violate the Memorandum and Articles of Association of the Shares Seller or contravene any contract by which it is bound.

4.2.3 The Shares Seller has obtained requisite authorizations to sell and transfer the Sale Shares to the Selected Bidder. The Shares Seller also represent that it is not prevented from transferring and selling the Sale Shares. Also, to the best of its knowledge, the Sale Shares are not the subject matter of any claim or pending proceeding or threatened by any legal proceeding made by any third party.

4.3 Except as specified in Clause 4.2, above the Shares Seller shall not be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares or Company, including but not limited to any implied warranty or representation as to the business or affairs of the Company.

4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.

4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for one (1) year.

4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

6. MISCELLANEOUS

6.1 NOTICES

a) All notices to be given under this Agreement shall be in writing and in the English language.

b) All notices must be delivered personally or by registered or speed post or by recognised courier to the addresses below:

Selected Bidder (Lead Member in case of Consortium)	**Company Secretary** **Megha Engineering & Infrastructures Limited** S-2, Technocrat Industrial Estate, Balanagar Hyderabad - 500 037

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Name of the Holding Company of the SPV	**Company Secretary,** **PFC Consulting Limited** First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi- 110001
Company (Before Closing Date)	**Project In-charge** **Tirwa Transmission Limited** First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi- 110001
Company (After Closing Date)	**Tirwa Transmission Limited** 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opposite Army Hospital & Referral, New Delhi-110057

c) Any Party may by notice of at least fifteen (15) days to the other Parties change the address and / or addresses to which such notices and communications to it are to be delivered or mailed.

6.2 RESOLUTION OF DISPUTES

6.2.1 If any dispute arises between the Parties, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), the disputing Parties hereto shall endeavour to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 days from the date of the Dispute.

6.2.2 If the Parties are unable to amicably settle the Dispute in accordance with Clause 6.2.1 within the period specified therein, any of the Parties shall be entitled to within 30 days after expiry of the aforesaid period, refer the Dispute to the Company Secretary of PFCCL and Chief Executive/ Managing Director of the Selected Bidder for resolution of the said Dispute. The attempt to bring about such resolution shall be considered to have failed if not resolved within 30 days from the date of receipt of a written notification in this regard.

6.2.3 In the event the Dispute is not settled in accordance with Clause 6.2.2 above, any Party to the Dispute shall be entitled to serve a notice invoking this Clause and making a reference to a sole arbitrator. If the Parties to the Dispute cannot agree

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as to the appointment of the sole arbitrator within 30 days of receipt of the notice of the Party making the reference, then the Shares Seller along with the Company shall appoint one arbitrator and the Selected Bidder shall appoint one arbitrator and the two arbitrators, so appointed shall appoint a third arbitrator. However, after the Closing Date, in such an event the Shares Seller shall appoint one arbitrator and the Selected Bidder along with the Company shall appoint one arbitrator and the two arbitrators, so appointed shall appoint the third arbitrator.

6.2.4 The place of the arbitration shall be New Delhi. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

6.2.5 The proceedings of arbitration shall be in English language.

6.2.6 The arbitrator's award shall be substantiated in writing. The arbitrators shall also decide on the costs of the arbitration proceedings. In case the arbitrators have not decided on the costs of the arbitration proceedings, each Party to the Dispute shall bear its own costs, in relation to the arbitration proceedings.

6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by **Mr. M Raghu Kumar, Associate Vice President,** pursuant to an authorization granted to **Mr. M Raghu Kumar, Associate Vice President** through necessary Board resolutions. Further, **Mr. M Raghu Kumar, Associate Vice President** is also authorized by such resolutions to take any decision which may be required to be taken, do all acts and execute all documents which are or may be required by the Selected Bidder for the proper and effective fulfillment of the rights and obligations under this Agreement. Any action taken or document executed by **Mr. M Raghu Kumar** shall be deemed to be acts done or documents executed by the Selected Bidder and shall be binding on the Selected Bidder.

6.4 RESERVATION OF RIGHTS

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than that expressly stipulated in this Agreement.

6.5 CUMULATIVE RIGHTS

All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

6.6 PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

6.7 TERMINATION

If (i) the Closing does not occur on the Closing Date for any reason whatsoever, or (ii) the Letter of Intent is withdrawn or terminated for any reason, or (iii) due to termination of the TSA by Central Transmission Utility of India Limited in accordance with Article 3.3.2 or Article 13 of the TSA thereof, PFCCL shall have a right to terminate this Agreement forthwith by giving a written notice to the other Parties hereto.

6.8 AMENDMENTS

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

6.9 ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties, which will not be unreasonably withheld.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

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6.11 COSTS

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

The Selected Bidder shall be liable to bear and pay the stamp duty and other costs in respect of this Agreement and the Share Transfer Forms.

6.12 RELATIONSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

6.13 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts by the Parties and each fully executed counterpart shall be deemed to be original.

6.15 CONFIDENTIALITY

The Parties undertake to hold in confidence and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

(a) to their professional advisors;

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

(c) disclosures required under Law;

without the prior written consent of the other Parties.

Provided that Central Transmission Utility of India Limited and PFCCL may at any time, disclose the terms and conditions of transactions contemplated hereby to any person, to the extent stipulated under the law or the Bidding Guidelines.

6.16 INDEMNIFICATION

- The Parties hereby agree that transfer of Sale Shares to the Selected Bidder shall vest all the rights, privileges, licenses, responsibilities, liabilities and other obligations pertaining to the Company in the Selected Bidder.

- The Selected Bidder hereby agrees that the Selected Bidder shall not be entitled to any claims or initiate any legal proceedings, by itself or through the Transmission Service Provider against the Share Sellers, its directors, officers, employees and the subscribers including the members of any committees appointed by them in respect of any actions or decisions taken by any of them up to the Closing Date in furtherance of the Project referred to in recital A of this Agreement.

- Further, the Selected Bidder hereby indemnifies and holds harmless at all times the Share Seller against all losses, damages, charges, and expenses which the Share Seller may sustain or incur towards contractual obligations with respect to the contracts awarded by the Share Seller or any other liability arising with regard to any action/ activity undertaken by the Share Seller for and on behalf of the Company in furtherance of the Project referred to above or otherwise concerning the Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

- The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED
BY THE WITHIN NAMED **"PFCCL" PFC CONSULTING LIMITED**

BY THE HAND OF **MR. SACHIN ARORA, COMPANY SECRETARY**

PURSUANT TO THE RESOLUTION PASSED BY THE BOARDOF DIRECTORS ON 15th FEBRUARY 2024

ON THE 07th DAY OF MARCH 2024.

IN THE PRESENCE OF:
WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

Nitin Srivastav
EA - PFCCL

PFCCL TH MEIL

SIGNED AND DELIVERED
BY THE WITHIN NAMED "**COMPANY**" **TIRWA TRANSMISSION LIMITED**

BY THE HAND OF **MR. SANJAY KUMAR NAYAK, DIRECTOR**

PURSUANT TO THE
RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 30th JANUARY 2024

ON THE 07th DAY OF MARCH 2024.

Naveen Kumar
GM-PFCCL

IN THE PRESENCE OF:
WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

SIGNED AND DELIVERED
BY THE WITHIN NAMED **"SELECTED BIDDER" MEGHA ENGINEERING & INFRASTRUCTURES LIMITED**

BY THE HAND OF **M RAGHU KUMAR, ASSOCIATE VICE PRESIDENT**

PURSUANT TO THE
RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 29TH DAY OF FEBRUARY 2024

ON THE 07th DAY OF MARCH 2024.

IN THE PRESENCE OF:
WITNESS:

NAME, SIGNATURE, DESIGNATION AND ADDRESS:

Alok Kumar Debeydi
G.M.
Bala Nagar Hyderabad.

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ANNEXURE A

DESCRIPTION OF THE SALE SHARES

S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	PFC Consulting Limited	9400	94 %
2.	Shri Manoj Kumar Rana (Nominee of PFC Consulting Limited)	100	1 %
3.	Shri Milind Madhusudan Dafade (Nominee of PFC Consulting Limited)	100	1 %
4.	Shri Neeraj Singh (Nominee of PFC Consulting Limited)	100	1 %
5.	Shri Sanjay Kumar Nayak (Nominee of PFC Consulting Limited)	100	1 %
6.	Shri Sachin Shukla (Nominee of PFC Consulting Limited)	100	1 %
7.	Shri Rishab Jain (Nominee of PFC Consulting Limited)	100	1 %
	Total	**10,000**	**100%**

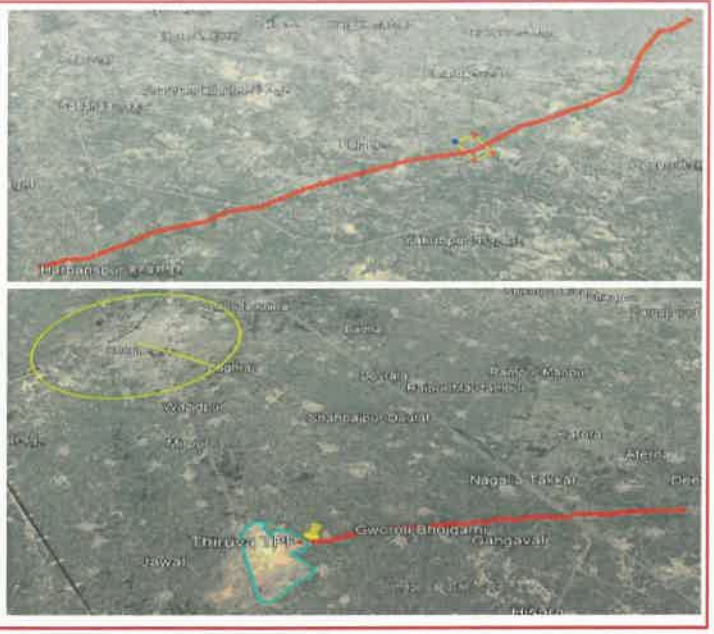
PFC CONSULTING LIMITED NEW DELHI PFCCL

TIRWA TRANSMISSION LIMITED NEW DELHI TTL

TIRWA TRANSMISSION LIMITED NEW DELHI

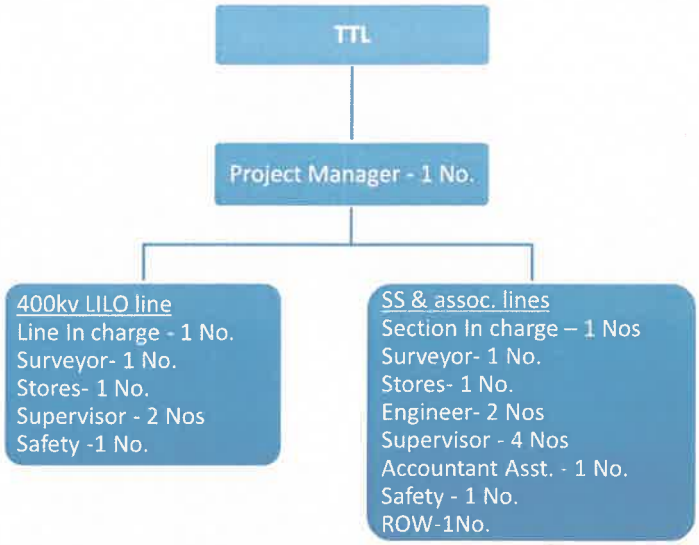
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	By : PFC Consulting Limited – New Delhi (PFCCL)
Project Brief	❖ **Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines.** ✓ Construction of 220/132/33kV substation, Tirwa (Kannauj) ✓ LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa Substation ✓ LILO of 132kV Dibiyapur-Bidhuna S/C line at 220kV Tirwa substation ❖ **Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line** ✓ Construction of 220/33 kV GIS 132 LILO of one circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant (02 Nos. Bays of 400kV will be provided by THDC Khurja Power Plant)
Location	Kannauj
Time Line	7 Months for 400 kV LILO line and 18 months for remaining Lines from the Date of Signing of TSA.



TIRWA TRANSMISSION LIMITED NEW DELHI

Organogram for TTL



This is a proprietary document of Megha Engineering & Infrastructures Limited

TIRWA TRANSMISSION LIMITED
NEW DELHI

Fw: Additional Clarifications 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

From: J Srinivas Kumar (jsrinivaskumar@meilgroup.in)

To: sureshp@meilgroup.com; amit@meilgroup.in; rajendra.kondepati@meilgroup.com

Cc: mdlakshmi@meilgroup.in

Date: Thursday, May 4, 2023 at 03:34 PM GMT+5:30

----- Forwarded Message -----
From: Project In-charge, ITP <pfccl.itp@pfcindia.com>
To: J Srinivas Kumar <jsrinivaskumar@meilgroup.in>
Cc: MG Prasanna Kumar <mgp@meil.in>; Sanjay Nayak <sanjaynayak@pfcindia.com>; Nirmala Meena <nirmala_meena@pfcindia.com>; Deepak Kumar <d_kumar@pfcindia.com>
Sent: Thursday, May 4, 2023 at 12:49:38 PM GMT+5:30
Subject: Additional Clarifications 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

Dear Sir,

This is to inform that the land for Construction of 220/132/33kV Tirwa (Kannauj) Substation will be provided by UPPTCL and handed over to the successful bidder free of cost on as is where is basis, after transfer of SPV.

--

Regards,

PFC Consulting Limited,

New Delhi

जब तक अत्यंत आवश्यक न हो कृपया इस ई-मेल को प्रिंट न करें ।

इस इलैक्ट्रॉनिक संदेश में समाहित सूचना तथा संलग्नक केवल प्रेषिती के उपयोग के लिए हैं तथा उनके लिए प्रॉपराइटरी, गोपनीय अथवा विशेषाधिकृत सूचना हो सकती है। यदि आप वह व्यक्ति नहीं हैं, तो आप इस ई-मेल को प्रचारित, वितरित अथवा कॉपी न करें। कृपया प्रेषक को तुरंत नोटिफाई करें तथा इस संदेश की सभी प्रतियां तथा अन्य संलग्नक नष्ट कर दें।

चेतावनी: ई-मेल के माध्यम से कम्प्यूटर वायरस संप्रेषित हो सकता है। यद्यपि इसके लिए कंपनी ने पर्याप्त सावधानी बरती है कि इस ई-मेल में कोई वायरस न हो, तथापि प्रेषिती को भी यह जाँच कर लेनी चाहिए कि इस ई-मेल तथा संलग्नक में कोई वायरस नहीं है। कंपनी इस ई-मेल अथवा संलग्नकों के प्रयोग से हुई किसी भी हानि अथवा नुकसान का दायित्व स्वीकार नहीं करती।

TIRWA TRANSMISSION LIMITED NEW DELHI

Application From for Grant of Transmission licence

1. Particulars of the Applicant

S. no.	Particulars	Details
i.	Name of Applicant	Tirwa Transmission Limited
ii.	Status	Public Limited Company
iii	Address	2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opp. Army Hospital & Referral, New Delhi 110057.
iv	Name, Designation & Address of the Contact Person	Mandalaparthi Raghu Kumar, flat No. 104 JMR Spring Avenue, M J Colony Street No. 2 near xacier school, malkajgiri, Secunderabad, Hydrabad, le Moulali, Andhra Pradesh, 500040
v	Contact Tel. No.	+91 9676902243
vi	Fax No.	040-44336800
vii	Email ID	raghukumar.m@meilgroup.com
viii	Place of Incorporation/Registration	New Delhi
ix	Year of Incorporation/Registration	14.06.2023
x	Following documents are to be enclosed: (a) Certificate of Incorporation	**Annexure A-3**

2. Particulars of the Project for which licence is being sought:

(a) Transmission Lines:

S.No.	Name (end-points location)	Voltage Class (kv)	Length (Km)	Type (S/C or D/C)
1.	LILO of 220kV Mainpuri (220) – Bhauti PG (400) S/C line at 220kV Tirwa	220kV	13Km	D/C

TIRWA TRANSMISSION LIMITED NEW DELHI

TIRWA TRANSMISSION LIMITED NEW DELHI

2.	LILO of 132kV Dibiyapur - Bidhuna S/C line at Tirwa	132kV	35Km	D/C
3.	LILO of one circuit of 400kv D/C (Twin Moose) Shamli-Aligarh line at THDC (2x660MW) Khurja Power Plant	400kV	2x13kM	D/C

(b) Sub- stations

S. No.	Name (location)	Voltage Level(s) (kV)	Transformer (Nos. and MVA capacity)	Reactive / capacitive Compensation (device with MVAR capacity)	No. Of bays
1.	Tirwa (Kannauj)	220/132/33 kV	2x160 + 2x63 MVA	-	27

(c) Commissioning schedule:
Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines: **18 Months (as per Schedule 2 of TSA)**
Construction of LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh Line at THDC 2×660 MW Khurja Power Plant: **7 Months (as per Schedule 2 of TSA)**

(d) Identified Long-term transmission customers of the Project:
(Agreement or status of discussion on Agreements to be submitted along with application) – **Not applicable**

(e) Any other relevant information: **Not applicable**

3. Levelised transmission changes in case of project selected through the Transparent process of competitive bidding and estimated completion cost of the project in other cases: **Rs. 795.85 Million per annum**

4. In case applicant has been selected in accordance with the guidelines for Competitive bidding, enclose:

(a) Recommendation of selection by the Empowered Committee Evaluation Report made public by the Bid process Coordinator. **YES (Bid evaluation committee Certificate enclosed)**

5 List of documents enclosed:

TIRWA TRANSMISSION LIMITED NEW DELHI

TIRWA TRANSMISSION LIMITED NEW DELHI

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Name of document

a) Copy of Incorporation, MOA and AOA: Annexure A-3 & Annexure A-4
b) Copy of Board Resolution: Annexure A-12
c) Bid Evaluation Committee Certificate: Annexure A-7

(Signature of Applicant or the person Authorised)

Dated:
Place: Hyderabad

TIRWA TRANSMISSION LIMITED

URJANIDHI, FIRST FLOOR, 1, BARAKHAMBA LANE, CONNAUGHT PLACE, CENTRAL DELHI, NEW DELHI, INDIA - 110001
CIN - U42201DL2023GOI415616

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EXTRACT OF MINUTES OF THE 5TH MEETING OF THE BOARD OF DIRECTORS OF TIRWA TRANSMISSION LIMITED COMMENCED AT 4:30 P.M. ON FRIDAY, THE 15TH DAY OF MARCH, 2024 AT S-22, TIE, BALANAGR, HYDERABAD, TELANGANA -500037

To authorize for filing necessary documents/ forms and representation on behalf of the Company with various statutory authorities

Board upon discussion-

"RESOLVED THAT Mr. Mandalaparthi Raghu Kumar, Mr. Venkatesh Palimpati and Mrs. Sudharani Puritipati, Directors, Authorised Signatories, being persons specifically authorised for this purpose (Authorised Persons), be and are hereby severally authorised to sign and submit petitions, affidavits, agreements, declarations, undertakings, deeds, bills and other documents before Central Electricity Regulatory Commission or Appellate Tribunal for Electricity or Regional Power Committees, Regional Load Dispatch Centre and/or any other regulatory authorities for and on behalf of the Company and do all such acts, deeds, matters and things necessary and incidental thereto.

RESOLVED FURTHER THAT the above Authorised Persons, be and are hereby severally authorised to (a) issue notices, affidavit and other documents, communications to Long Term Transmission Customers and other Parties / agencies, (b) file petition, affidavit, notices and other documents before Regulatory Commission or other Electricity body, Appellate Tribunal for Electricity and Supreme Court for issues arising out of Transmission Service Agreement, (c) engage, appoint or remove any pleaders or advocates, and sign vakalatnamas, power of attorney for such engagement or appointment and (d) file appeal and defend the interest of the Company."

//CERTIFIED TO BE TRUE//

For Tirwa Transmission Limited

TIRWA TRANSMISSION LIMITED NEW DELHI

Mandalaparthi Raghukumar
Director
DIN-10450134

TIRWA TRANSMISSION LIMITED NEW DELHI

BEFORE THE HON'BLE UTTAR PRADESH ELECTRICITY REGULATORY COMMISSION

LUCKNOW

IN THE MATTER OF:

Application under Section 14, 15(1), 86(1)(d) of the Electricity Act, 2003 read with Uttar Pradesh Electricity Regulatory Commission (Conduct of Business) Regulation, 2019 and Uttar Pradesh Electricity Regulatory Commission (General Conditions of Transmission License) Regulations, 2005 seeking Transmission License for Jewar Transmission Ltd.

AND IN THE MATTER OF

Tirwa Transmission Ltd. …….Applicant

AND

REC Power Development and

Consultancy Limited & Ors. ……...Respondents

INDEX

S.No.	Particulars	Page No.
1.	**Form I** Application Form for grant of Transmission License	1-3
2.	**Draft License** For grant of Transmission License	4-5
3.	**Annexure 15** Certificate for Commencement of Business	6-9
4.	**Annexure 16** Pan Card of the Applicant	10
5.	**Annexure 17** Power of Attorney of the Applicant	11-13
6.	**Annexure 18** Single Line Diagram and Electrical Layout of the Transmission Project	14-15

Through-

Date: 31-07-2024

Abiha Zaidi,

Advocate on Record,
Partner,
SAAZ Partners,
(Advocates & Solicitors)

FORM- I

Application form for grant of Transmission License

Particulars of the Applicant

1. Name of the Applicant: Tirwa Transmission Ltd.
2. Name of the Company: Tirwa Transmission Ltd.
3. Registered Address: 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opposite Army Hospital & Referral, New Delhi- 110057, India.
4. Name, Designation & Address of the contact person: Mandalaparthi Raghu Kumar- Director (Authorized Representative) r/o Flat no. 104, JMR Spring Avenue, MJ Colony Street No. 1, Le Moulali, Secunderabad, Hyderabad, Telangana- 500040.
5. Contact Tel. Nos.: 9676520044
6. Fax No.: NA
7. E- Mail ID: info@ttl.in.net
8. Place of Incorporation/ Registration: Urjanidhi, First Floor, 1, Barakhamba Lane, Cannaught Place, New Delhi, Central Delhi- 110001, Delhi.
9. Date of Incorporation/ Registration: 2023.06.14
10. Geographical Area within which Applicant proposes to undertake transmission of electricity: Construction of 220/132/33 kV (Kannauj) substation with associated lines and LILO of on circuit of 400 kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660 MW Khurja Power Plant (Transmission System).
11. Following documents are to be enclosed:
    a) Certificate of registration/incorporation: Annexure A-3.
    b) Certificate for commencement of business:
    c) Memorandum of Association and Articles of Association: Annexure A-4.
    d) Original power of attorney of the signatory to commit the Applicant or its promoter:
    e) Details of Income tax Registration: **PAN: AAKCT1999G**
    f) Draft licence
    g) All the documents mentioned in the Regulation.

Details of Financial Data of Applicant

12. Net worth (in equivalent Indian Rupees-conversion to be done at the rate of exchange prevailing at the end of each Year) for immediate past 5 (five) financial years. (Specify financial year as applicable).

(DD/MM/YY) To (DD/MM/YY)	In Home Currency	Exchange rate used	In equivalent Indian Rupees
31/03/2024	INR		1.00 LAKH

Copies of Annual Reports or certified audited results to be enclosed in support of above.
Not Applicable Since Company in corporate on 14th June 2023

13. Annual turnover (in equivalent Indian Rupees - conversion to be done at the rate of exchange prevailing at the end of each year) for immediate past 5 (five) financial years. (Specify financial year as applicable). **Not applicable since company in Construction Stage**

(DD/MM/YY) To (DD/MM/YY)	In Home Currency	Exchange rate used	In equivalent Indian Rupees.
	Not Applicable		

Copies of Annual Reports or certified audited results to be enclosed in support of above.

14. Certificate of Credit Rating : **Not Applicable**

15. Certificate of 'Standard' borrower account : **Not Applicable**

16. Certificate stating that RBI has not classified the Applicant as a 'wilful defaulter'. **Not Applicable**

17. List of documents enclosed in support of Sl. Nos. (10) and (11) above:
    a. Grid Map of the Project: Annexure A18
    b. Incorporation Certificate. Annexure A-3
    c. MOA and AOA Annexure A-4
    d. Certificate for Commencement of Business
    e. Pan Card

18. a. Whether applicant himself shall be financing the proposed transmission of electricity fully on its own balance sheet.
    b. If, yes, proposed equity from the Applicant:
        i. Amount : 1.00 LAKH
        ii. Percentage : 100%

19. In case the applicant proposes to tie up with some other Agency for equity, then name & address of such agency: **Not Applicable**
    a. Name, designation & address of reference person of the other agency:
    b. Contact Tel. No.:
    c. Fax No.:
    d. E-mail ID:

e. Proposed equity from the other agency:
   i. Amount:
   ii. Percentage of total equity:
   iii. Currency in which the equity is proposed:
f. Consent letter of the other agency to associate with the Applicant for equity participation to be enclosed.
g. Nature of proposed tie-up between the Applicant and the other agency.

20. Details of debt proposed for the Transmission activity: **Own arrangement supported by the parent company.**
   a. Details of lenders:
   b. Amount to be sourced from various lenders:
   c. Letters from the lenders in support of the above to be enclosed.

21. Organisational & Managerial Capability of the Applicant:
   (The Applicant is required to enclose proof of their Organisational & Managerial Capability, in terms of the Uttar Pradesh Electricity Regulatory Commission (General Conditions of Transmission Licence) Regulations, 2004, in form of proposed organisational structure & curricula vitae of various executives, proposed office and communication facilities, etc.)

22. Approach & Methodology:
   (The Applicant is required to describe approach & methodology for setting up its transmission system and conduct of the business of transmission of electricity as proposed by it. This should contain a statement of the Applicant's plan on conduct of the business of transmission of electricity during the first year after the grant of licence and future plans for the said business during the next five years.)

(Signature of the Applicant)

TIRUPATI TRANSMISSION LIMITED NEW DELHI

Date:
Place:

By order of the Commission,
SANGEETA VERMA,
Secretary,
U.P. Electricity Regulatory Commission.

TIRWA TRANSMISSION LTD.

Registered Office:
2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opposite Army Hospital & Referral, New Delhi – 110 057, India. CIN: U42201DL2023GOI415616

Uttar Pradesh Electricity Regulatory Commission

DRAFT LICENSE

Particulars of the Applicant:

1.	**Details of the Applicant**	Tirwa Transmission Ltd., based at 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opposite Army Hospital Referral, New Delhi- 110057 was incorporated under the Companies Act, 2013 by Bid Process Coordinator as its 100% wholly owned subsidiary.
2.	**Details of the Project**	Transmission Service for transmission system *"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".*
3.	Managing Directors/ Directors of the Company	3.1 Mrs. Sudharani Puritipati 3.2 Mr. Venkatesh Palimpati 3.3 Mr. Mandalaparthi Raghu Kumar
4.	Type of License	Transmission License
5.	Location of the Proposed Area	Tirwa (Kannauj), Shamli-Aligarh.
6.	Description of the Proposed Area	6.1. Construction of 220/132/33 kV substation, Tirwa (Kannauj). LILO of 220kV Mainpuri (220)- Bhauti PG

TIRWA TRANSMISSION LIMITED NEW DELHI

(400) S/C line at 220kV Tirwa Substation. LILO of 132 kV Dibiyapur- Bidhuna S/C line at 220 kV Tirwa substation.

6.2. Construction of LILO of one circuit of 400 kV D/C (Twin Moose) Shamli- Aligarh Line at THDC 2x660 MW Khurja Power Plant. LILO of one circuit of 400 kV D/C (Twin Moose) Shamli- Aligarh Line at THDC 2x660 MW Khurja Power Plant.

TIRWA TRANSMISSION LIMITED NEW DELHI

(Signature of Applicant or
The Authorised Person)

Date:

Place:

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

Annexure A-15

SRN: AA3802886/ BharatKoshOrderId :1-10159943158 **SRN Date:** 29/07/2023 13:00:36	**Service Request Date:** 29/07/2023

RECEIVED FROM:

Name: NARESH KUMAR SINHA

Address: 121 VINAYAK APARTMENTS, C 58/19 SECTOR 62, Noida, Noida, Uttar Pradesh, 201309

ENTITY ON WHOSE BEHALF MONEY IS PAID

LLPIN/CIN/DIN: U42201DL2023GOI415616

Name: TIRWA TRANSMISSION LIMITED

Address: Urjanidhi, First Floor, 1, Barakhamba Lane, New Delhi, Central Delhi, Delhi, 110001

FULL PARTICULARS OF REMITTANCE

Service Type: eFiling

Service Description	Type of Fee	Amount (Rs.)
Fee for INC-20A	Normal	300
	Additional	0
	Total	**300**

Mode of Payment: Online

Received Payment Rupees: Three Hundred Rupees Only.

Note: The defects or incompleteness in any respect in this application as noticed shall be placed on the Ministry's website(www.mca.gov.in). In case the application is marked as RSUB, please resubmit the application within the due date. Please track the status of your transaction at all times till it is finally disposed off. (please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014)

Form No. INC-20A

Form language

(•) English ( ) Hindi

Declaration for commencement of business

[Pursuant to Section 10A(1)(a) of the Companies Act, 2013 and Rule 23A of the Companies (Incorporation) Rules, 2014]

सत्यमेव जयते

Refer instruction kit for filling the form

*All fields marked in * are mandatory*

Company

1*Corporate Identity Number (CIN)	U42201DL2023GOI415616
2 (a) *Name of the Company	TIRWA TRANSMISSION LIMITED
(b) *Registered office address	Urjanidhi, First Floor,1, Barakhamba Lane,Connaught Place,New Delhi,Central Delhi,Delhi,India,110001.
(c) *email id	cspfccl@pfcindia.com
(d) *Longitude	77.2257
(e) *Latitude	28.6311

3 *Whether the company's activities is/are regulated by a Sectoral Regulator like RBI, SEBI, IRDAI etc ( ) Yes (•) No

(a) If Yes, specify Name of the regulator(*IRDA/RBI/SEBI/MCA/Others*)	
(b) If Others, please specify	
(c) Letter number/registration number/approval issued under section 406	
(d) Date of approval/registration of regulatory body as the case may be	

4 Details of subscriber payment for value of shares

(a) *Number of Shareholders for which company wish to report 7

S.no	Name of shareholder	Name of the bank with IFSC code in which amount of subscription money is received for shares subscribed durin g incor poration	Account number	Date of receipt	Amount of receipt
(a)	(b)	(c)	(d)	(e)	(f)
1	Sachin Shukla	ICICI BANK-ICIC0001352	135205001301	28/07/2023	1000

Certificate by Practicing Professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder relevant to this form and I have verified the above particulars (including attachment(s)) from the original records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed

- ○ Chartered accountant (in whole-time practice) or
- ○ Cost accountant (in whole-time practice) or
- ◉ Company secretary (in whole-time practice)

*Whether associate or fellow:

○ Associate ◉ Fellow

***To be digitally signed by**

NARESH KUMAR SINHA

*Membership number

*Certificate of practice number 14984

Note: : Attention is drawn to provisions of Section 448 and 449 of the Companies Act, 2013 which provide for punishment for false statement/ certificate and punishment for false evidence respectively.

This eForm has been taken on file maintained by the register of companies through electronic mode and on the basis of statement of correctness given by the Director and professional.

For Office use only

eForm Service request number (SRN) AA3802886

eForm filing date (DD/MM/YYYY) 29/07/2023

2	Sanjay Kumar Nayak	ICICI BANK-ICIC0001352	135205001301	28/07/2023	1000
3	PFC Consulting Limite	ICICI BANK-ICIC0001352	135205001301	28/07/2023	94000
4	Dharuman Manavalan	ICICI BANK-ICIC0001352	135205001301	28/07/2023	1000
5	Manoj Kumar Rana	ICICI BANK-ICIC0001352	135205001301	28/07/2023	1000
6	Milind M Dafade	ICICI BANK-ICIC0001352	135205001301	28/07/2023	1000
7	Neeraj Singh	ICICI BANK-ICIC0001352	135205001301	28/07/2023	1000

Attachments

(a) *Photograph of Registered Office showing external building and inside office also showing therein at least one Director/ KMP	Tirwa-Merged_document-min.jpg
(b) Certificate of Registration issued by the RBI (Only in case of Non-Banking Financial Companies) /from other regulator	MAX 2MB
(c) Notification declaration as a Nidhi Company	MAX 2MB
(d) Optional attachment(s) - if any	Bank Statement_Tirwa.pdf CTc_Commencement of Business.pdf

Declaration

I am authorised by the Board of Directors of the Company vide resolution no * 11 dated* 03/07/2023 to sign this form and declare that all the requirements of the Companies Act 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental there to have been complied with.

I further declare that:

1 Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company

2 All the required attachments have been completely and legibly attached to this form.

3 Every subscriber to the MOA has paid the value for shares agreed to be taken by him.

4 The company has filed with the registrar a verification of its registered office as provided in subsection (2) of section 12.

***To be digitally signed by**

*Director	Neeraj Singh
*Director identification number of the director	08613892

आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA

सत्यमेव जयते

ई– स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card

AAKCT1999G

नाम / Name	TIRWA TRANSMISSION LIMITED
निगमन/गठन की तारीख Date of Incorporation / Formation	14/06/2023

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
  स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है ।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
  आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
  एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card.
  संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAKCT1999G

नाम / Name
TIRWA TRANSMISSION LIMITED

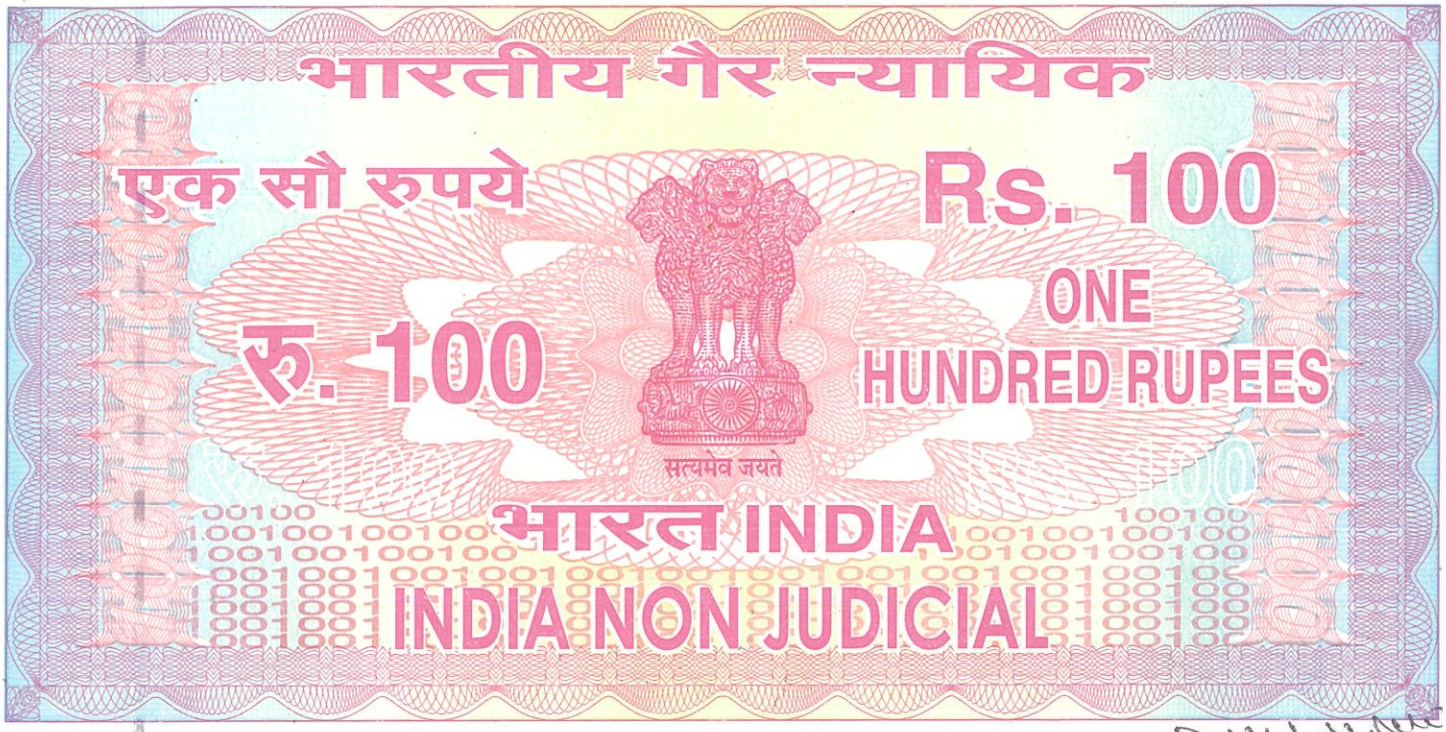
निगमन/गठन की तारीख
Date of Incorporation/Formation
14/06/2023

Fold

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:
आयकर पैन सेवा इकाई, प्रोटीयन ईगव टेक्नोलॉजीज़ लिमिटेड
(पूर्व में एनएसडीएल ई-गवर्नेंस इंफ्रास्ट्रक्चर लिमिटेड)
चौथी मंजिल, सफायर चैंबर,
बानेर रोड, बानेर,
पुणे - ४११०४५

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, Protean eGov Technologies Limited
(formerly NSDL e-Governance Infrastructure Limited)
4th Floor, Sapphire Chambers,
Baner Road, Baner,
Pune - 411045
Tel: 91-20-2721 8080, e-mail: tininfo@proteantech.in

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, click here



తెలంగాణ तेलंगाना TELANGANA

BE 541141

Tran Id: 240229110102952651
Date: 29 FEB 2024, 11:04 AM
Purchased By:
SAI RAM
S/o SRINIVAS
R/o HYDERABAD
For Whom
MEGHA ENGINEERING & INFRASTRUCTURES LTD.

DADI VENKATA SAI NARASIMHA RAO
LICENSED STAMP VENDOR
Lic. No. 16-11-031/2018
Ren.No. 16-11-001/2024
283/3rt.Raviteja Aprts
Bapunagar,S.R Nagar Hyd-500038
Ph 9000701016

POWER OF ATTORNEY

Know all men by these presents, we, Megha Engineering & Infrastructures Limited, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad do hereby constitute, appoint and authorize **Mr. M Raghu Kumar** S/o. M Venkata Chalam, Age: 52 years, R/o.Flat No. 104, J M R spring avenue, M J colony street no. 2, near xacier school, malkajgiri, Secunderabad, Hyderabad, LE Moulali-500040 (Aadhaar No. 3155 7589 4584), who is presently employed with us and holding the position of Associate Vice President as our attorney, to do in our name and on our behalf, all below mentioned acts, deeds and things in connection with or incidental to our submitted Bid for selection of Bidder as Transmission Service Provider to establish Inter-State Transmission System for **"Construction of 220/132/33kV Tirwa (Kannauj) Substation with associated lines and LILO of one circuit of 400kV D/C (Twin Moose) Shamli-Aligarh line at THDC 2x660MW Khurja Power Plant"**

1) to acknowledge the receipt of Letter of Intent / LoI and unconditionally accept the same on behalf of the Company.

M. SADA SIVA KUMAR REDDY, NOTARY, Regn. No. 198, SARASWATHI ENCLAVE, BHAGYANAGAR COLONY, KUKATPALLY, HYDERABAD, TS, INDIA

Megha Engineering & Infrastructures Ltd. S-2, TIE, Balanagar, Hyderabad-37.

2) to submit the contract performance bank guarantee in favour of the long term transmission customers;

3) to complete process of SPV acquisition (including payment of acquisition price), to sign all documents for transfer of 100% equity shareholding of Tirwa Transmission Limited ('SPV') from PFC Consulting Limited (along with related assets and liabilities) to Company as required under RFP; to purchase stamps or to pay stamp duty and registration fee as per procedure/law required for shares transfer.

4) to sign and execute Share Purchase Agreement with PFC Consulting Limited on behalf of company; and to sign all connected and incidental documents to compete all formalities;

5) to take all required steps and actions to implement the conditions mentioned in Share Purchase Agreement, to sign required documents, applications, affidavits, undertakings, letters; and to appear, represent and submit all necessary documents before concerned authorities (such as ROC, local and municipal authorities) in relation thereto;

6) to appoint consultant / advocate and/or practicing company secretary for assistance in dealing with taking over process of SPV; and to remove him/them; and

7) to generally deal with BPC in all matters in connection with our Bid, fulfilling all the requirements mentioned in LOI, RFP, SPA; and to deal with all concerned government authorities and related parties.

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

for Megha Engineering & Infrastructures Ltd.,

Date of execution: 01-03-2024.

Megha Engineering & Infrastructures Ltd. S-2, TIE, Balanagar, Hyderabad-37.

Name: Thirupathi Rao Nadipineni,
Designation: Director.

01.03.2024

Accepted

Megha Engineering & Infrastructures Limited S-2, TIE, Balanagar, Hyderabad, 500037.

.....

(Signature of the Attorney)

Name: M Raghu Kumar.

Designation: Associate Vice President

Address: Flat No. 104, J M R spring avenue, M J colony street no. 2, near xacier school, malkajgiri, Secunderabad, Hyderabad, LE Moulali-500040

M. SADA SIVA KUMAR REDDY, ADVOCATE, SARASWATHI ENCLAVE, BHAGYANAGAR COLONY, KUKATPALLY, HYDERABAD, T.S. INDIA. NOTARY Regn. No. 19

:: 3 ::

Specimen signatures of the Attorney attested by Executant

Megha Engineering & Infrastructures Ltd. S-2, TIE, Balanagar, Hyderabad-37.

.....

(Signature of Executant)
(Thirupathi Rao Nadipineni)

The above power of attorney is executed pursuant to Board Resolution Dated 29.02.2024 and common seal is affixed herewith in terms thereof before the following Witnesses:

1. N. Thirupathi Rao
Whole-time Director

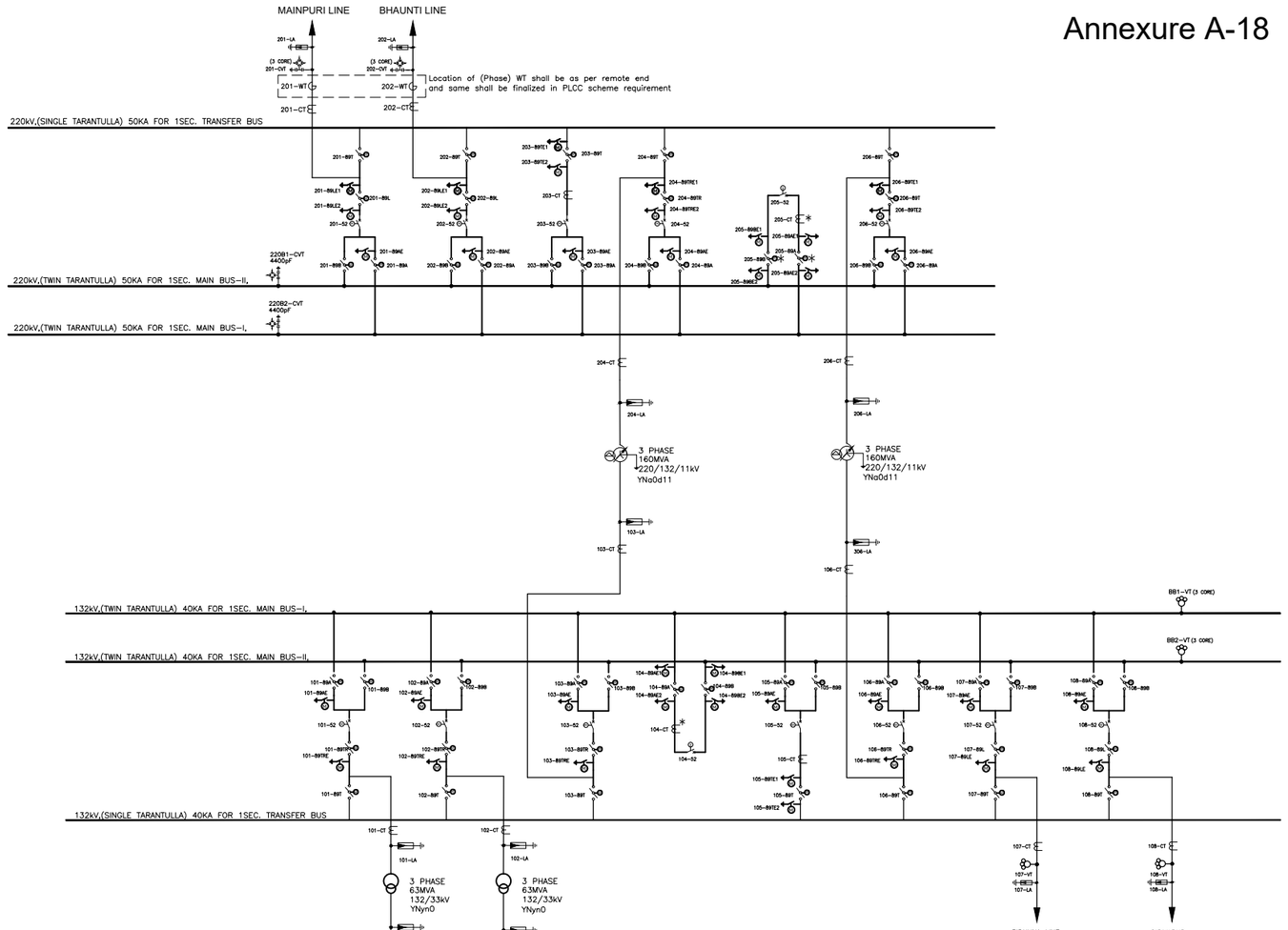
2. N. Chandra Kala
Company Secretary

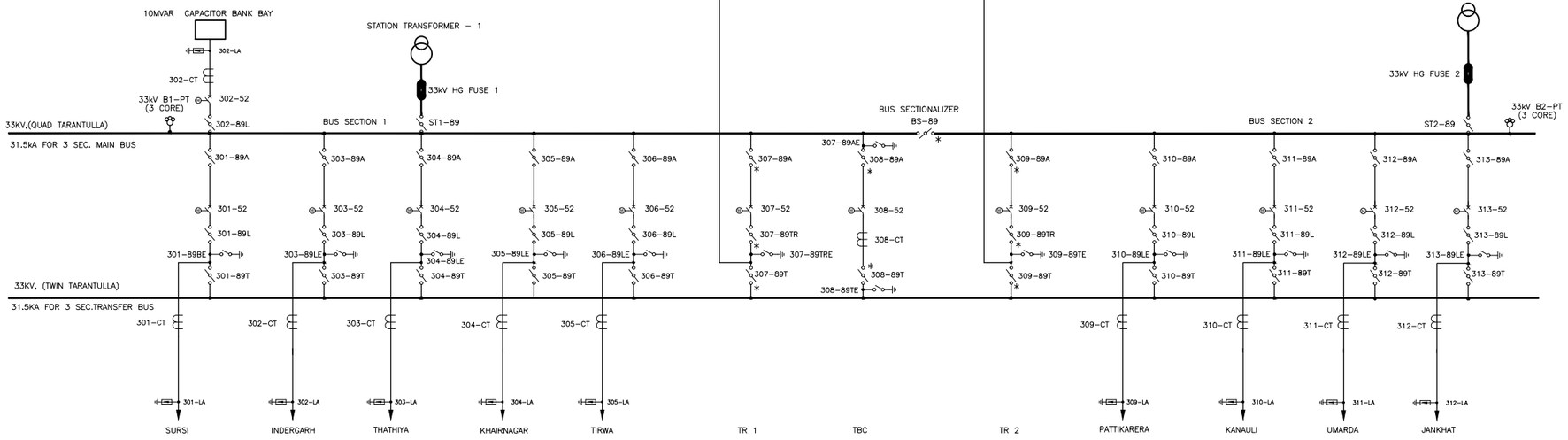
M. SADA SIVA KUMAR REDDY, ADVOCATE & NOTARY, SARASWATHI ENCLAVE, BHAGYANAGAR COLONY, F-102, KUKATPALLY, HYDERABAD. NOTARY Regn. No. 198 NOTARIAL

ATTESTED 1.3.2024

M. SADA SIVA KUMAR REDDY, B.Com., B.L.,
ADVOCATE & NOTARY
Appointed by Govt. of A.P., India
G.O.Ms.No.198, Rev (Regn-II), dt. 11.04.2000
102, Saraswathi Enclave, Bhagyanagar Colony,
Kukatpally, Hyderabad, A.P., India (Ph: 98480 44395)

Annexure A-18





BILL OF QUANTITY OF 220kV EQUIPMENTS (TABLE-1)

SL. No.	SYMBOL	DESCRIPTION	QTY	UNIT
1		220kV, 3150A, 40kA, 3sec, SF6, 3P CIRCUIT BREAKER WITHOUT CLOSING RESISTER & WITHOUT CONTROLLED SWITCHING	06	SET
2		220kV, 1600A, 40kA, 3sec, 3–PHASE HDB (ELECTRICALLY GANGED) ISOLATOR WITHOUT EARTH SWITCH (TANDEM ISOLATORS)	09	SET
3		220kV, 1600A, 40kA, 3sec, 3–PHASE HDB (MECHANICALLY GANGED) ISOLATOR WITH ONE EARTH SWITCH	05	SET
4		220kV, 1600A, 40kA, 3sec, 3–PHASE HDB (MECHANICALLY GANGED) ISOLATOR WITH TWO EARTH SWITCH	05	SET
5		220kV, 3150A, 40kA, 3sec, 3–PHASE HDB (MECHANICALLY GANGED) ISOLATOR WITH TWO EARTH SWITCH	02	SET
6		198 kV, 10kA, METAL OXIDE GAPLESS LIGHTNING ARRESTER (CLASS–3)	12	NOS
7		220kV, 5 CORE, 1PH. CT 120% EXTENDED CURRENT RATING (1600–800–500–300/1–1–1–1–1A)	15	NOS
8		220kV, 5 CORE, 1PH. CT 120% EXTENDED CURRENT RATING (3200–2400–1600/1–1–1–1–1A)	3	NOS
9		220kV, 1 PH. BUS CVT 4400pF WITH 3CORE,	06	NOS
10		220kV, 1 PH. LINE CVT '4400 PF WITH 3 CORES, (1 PHASE)	06	NOS
11		220kV, 0.5mH ,1600 A , WAVE TRAP (HOLD)	04	NOS

BILL OF QUANTITY OF 132kV EQUIPMENTS (TABLE-2)

SL. No.	SYMBOL	DESCRIPTION	QTY	UNIT
1		132kV, 3150A, 40kA, 3sec, SF6, 3P CIRCUIT BREAKER WITHOUT CLOSING RESISTER & WITHOUT CONTROLLED SWITCHING	08	SET
2A		132kV, 2400A, 40kA, 3sec, 3–PHASE HDB ISOLATOR WITH 2 EARTH SWITCH	03	SET
2B		132kV, 1600A, 40kA, 3sec, 3–PHASE HDB TANDEM ISOLATOR WITHOUT EARTH SWITCH	13	SET
2C		132kV, 1600A, 40kA, 3sec, 3–PHASE HDB ISOLATOR WITH ONE EARTH SWITCH	13	SET
3		120kV, 10kA, METAL OXIDE GAPLESS LIGHTNING ARRESTER (CLASS–3)	18	NOS
4		132kV, 3 CORE, 1PH. CT 120% EXTENDED CURRENT RATING (1200 –600 –300/1–1–1A)	21	NOS
4		132kV, 3 CORE, 1PH. CT 120% EXTENDED CURRENT RATING (2400–1200–600/1–1–1A)	03	NOS
5		132kV, 1 PH. VT WITH 3 CORE	12	NOS

BILL OF QUANTITY OF 33 kV EQUIPMENTS (TABLE-3)

SL. No.	SYMBOL	DESCRIPTION	QTY	UNIT
1		33 kV ,1600A,31.5 KA ,3 SEC VCB	13	SET
2A		33 kV, 1250A,31.5KA 3SEC HDB TYPE ISO WITH 1 E/S	4	SET
2B		33 kV, 800A,31.5KA 3SEC HDB TYPE ISO WITH 1 E/S	9	SET
2C		33 kV, 1250A,31.5KA 3SEC HDB TYPE ISO WITHOUT E/S	3	SET
2D		33 kV, 800A,31.5KA 3SEC HDB TYPE ISO WITHOUT E/S	12	SET
2E		33 kV, 1250A,31.5KA 3SEC HDB TYPE ISO (TANDEM)	2	SET
2F		33 kV, 800A,31.5KA 3SEC HDB TYPE ISO (TANDEM)	9	SET
3		33 kV CT (1200–800–400/1A)TR&TBC 3CORE (400–200 /1A) – LINES 2CORE	09 27	NOS
4		33 kV PT	06	NOS
5		250KVA ,33/0.433kV,Dyn1 AUX. TRAFO	02	NOS
6		30kV, 10KA METAL OXIDE GAPLESS LIGHTNING ARRESTER	36	NOS
7		33 kV HG FUSE	02	SET
8		33 kV 10 MVAR CAPACITOR BANK (PROVISION)	01	SET

SYSTEM PARAMETERS:- (TABLE-4)

Sl.No.	DESCRIPTION OF PARAMETER	UNIT	220kV SYSTEM	132kV SYSTEM	33kV SYSTEM
1	SYSTEM OPERATING VOLTAGE	kV	220kV	132	33
2	MAX. OPERATING VOLTAGE OF THE SYSTEM (rms)	kV	245kV	145	36
3	LIGHTING IMPULSE WITHSTAND VOLTAGE	kVp	1050	650	250
4	SWITCHING IMPULSE WITHSTAND VOLTAGE	kVp	–	–	–
5	POWER FREQUENCY WITHSTAND VOLTAGE FOR 1MIN (RMS)	kV	460	275	95
6	EXTERNAL CREEPAGE	mm	25mm/kV	25mm/kV	25mm/kV*
7	SHORT CIRCUIT CURRENT (for 3sec).	kA	40	40	31.5
8	FREQUENCY	Hz	50	50Hz	50Hz
9	CORONA EXTINCTION VOLTAGE	kV	156	105	–
10	DESIGN MAXIMUM AMBIENT TEMPERATURE	°C	50°C	50°C	50°C
11	MINIMUM CLEARANCES				
	PHASE TO PHASE	mm	2100	1300	320
	PHASE TO EARTH	mm	2100	1300	320
	SECTIONAL CLEARANCES	mm	5000	4000	3000

* 31mm/KV FOR LONG ROD COMPOSITE INSULATORS

FREE SUPPLY EQUIPMENTS (TABLE-5)

Sl.No.	SYMBOL	DESCRIPTION	QUANTITY
01		AUTO TRANSFORMER, 160 MVA (THREE PHASE), 220 /132/11 kV.	2 NOS
02		POWER TRANSFORMER, 63 MVA (THREE PHASE), 132/33 kV.	2 NOS

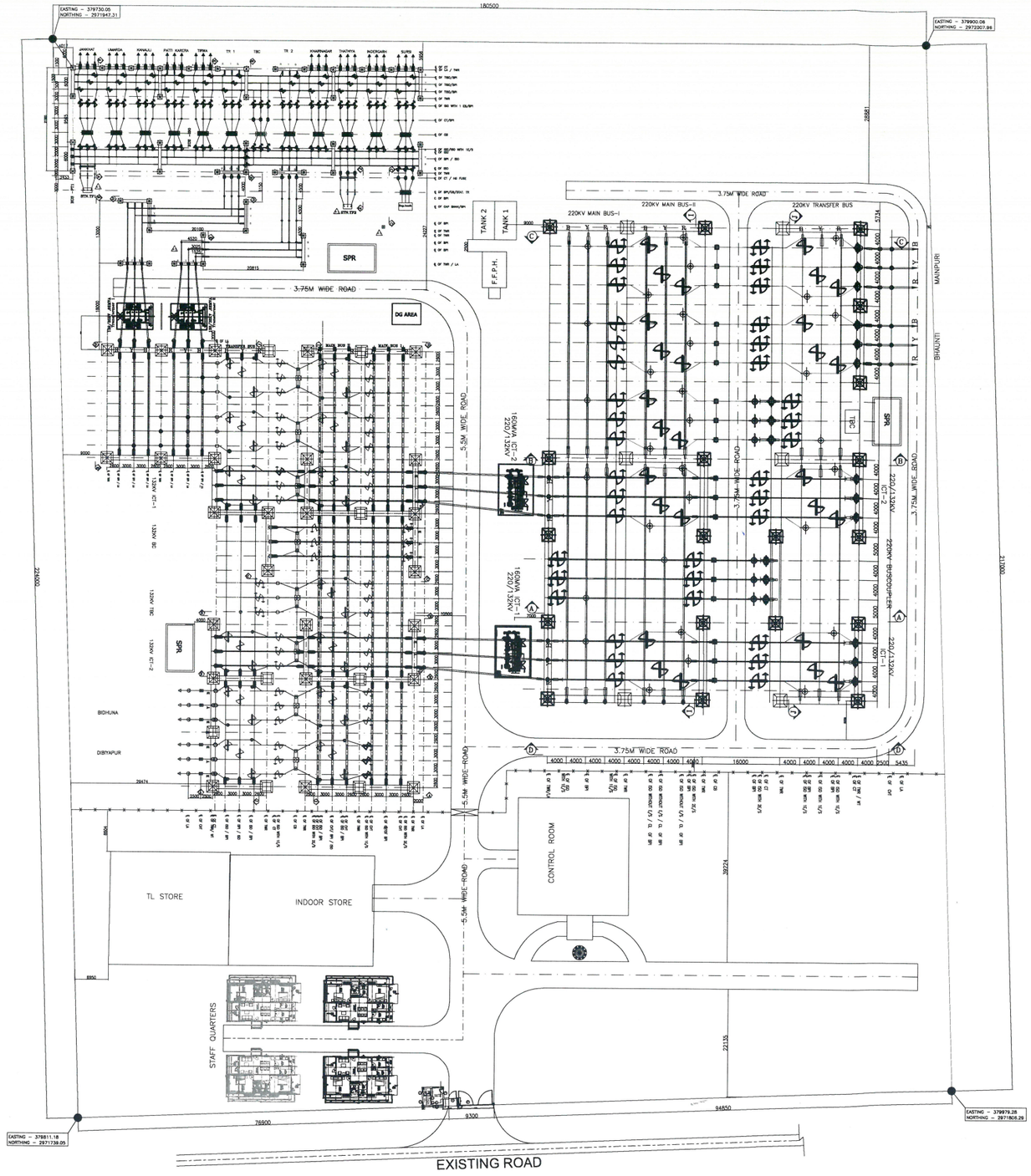
EQUIPMENT DESIGNATION FOR SLD

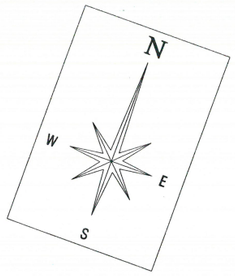
2/1/3 01 52 89 A/B/L/T E

- EARTH SWITCH
- A–EQUIPMENT CONNECTED TO BUS SIDE BREAKER
- A–EQUIPMENT CONNECTED TO BUS–1 (FOR DMT. SCHEME)
- B–EQUIPMENT CONNECTED TO BUS–2 (FOR DMT. SCHEME)
- L–DEVICE CONNECTED TO LINE SIDE
- T–EQUIPMENT CONNECTED TO TRANSFORMER/TRANSFER BUS
- EQUIPMENT IDENTIFICATION (ISOLATOR)
- EQUIPMENT IDENTIFICATION (CIRCUIT BREAKER)
- BAY NO. : 01, 02,03..N
- VOLTAGE LEVEL –220/132/33kV

REV.NO.	DESCRIPTION	DATE	DRAWN	CHECKED: ELE.	CHECKED: CIVIL	CHECKED: MECH.	APPROVED	STATUS
R1	UPDATED AS PER COMMENTS	Name / Date / Sign.	ROHIT 09.03.24	IRFAN 09.03.24		PSNR		FOR APPROVAL
R0	FIRST ISSUE	Name / Date / Sign.	ROHIT 07.02.24	IRFAN 07.02.24		PSNR		FOR APPROVAL

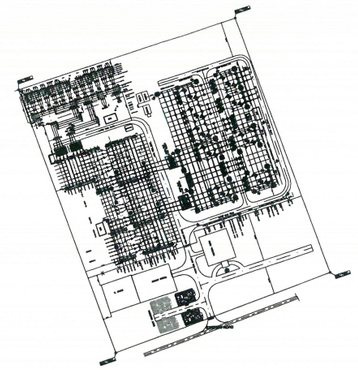
OWNER/CUSTOMER:	TIRWA TRANSMISSION LIMITED
CONTRACTOR:	MEGHA ENGINEERING & INFRASTRUCTURES LTD
SUBSTATION:	220/132/33 kV SUB-STATION AT TIRWA (KANNAUJ)
TITLE:	SINGLE LINE DIAGRAM
DRAWING SIZE	A1
DRAWING No.	SS-E-TRW-000-SYS-031
TOTAL SH.	001
SH.No.	01
REV.	01





220kV TERMINAL TOWER

KEYPLAN



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SYSTEM PARAMETERS:- (TABLE-4)

Sl.No.	DESCRIPTION OF PARAMETER	UNIT	220kV SYSTEM	132kV SYSTEM	33kV SYSTEM
1	SYSTEM OPERATING VOLTAGE	kV	220kV	132	33
2	MAX. OPERATING VOLTAGE OF THE SYSTEM (rms)	kV	245kV	145	36
3	LIGHTING IMPULSE WITHSTAND VOLTAGE	kVp	1050	650	250
4	SWITCHING IMPULSE WITHSTAND VOLTAGE	kVp	–	–	–
5	POWER FREQUENCY WITHSTAND VOLTAGE FOR 1MIN (RMS)	kV	460	275	95
6	EXTERNAL CREEPAGE	mm	25mm/kV	25mm/kV	25mm/kV
7	SHORT CIRCUIT CURRENT (FOR 3 SEC.)	kA	40	40	31.5
8	FREQUENCY	Hz	50	50Hz	50Hz
9	CORONA EXTINCTION VOLTAGE	kV	156	105	–
10	DESIGN MAXIMUM AMBIENT TEMPERATURE	°C	50°C	50°C	50°C
11	MINIMUM CLEARANCES				
	PHASE TO PHASE	mm	2100	1300	320
	PHASE TO EARTH	mm	2100	1300	320
	SECTIONAL CLEARANCES	mm	5000	4000	3000

* 31mm/KV FOR LONG ROD COMPOSITE INSULATORS

FREE SUPPLY EQUIPMENTS (TABLE-5)

Sl.No.	SYMBOL	DESCRIPTION	QUANTITY
01		TRANSFORMER, 160 MVA (THREE PHASE), 220 /132/11 kV.	2 NOS
02		TRANSFORMER, 63 MVA (THREE PHASE), 132/33 kV.	2 NOS

BILL OF QUANTITY OF 33 kV EQUIPMENTS (TABLE-3)

SL. No.	SYMBOL	DESCRIPTION	QTY	UNIT
1		33 kV ,1600A,31.5 KA ,3 SEC VCB	13	SET
2A		33 kV, 1250A,31.5KA 3SEC HDB TYPE ISO WITH 1 E/S	4	SET
2B		33 kV, 800A,31.5KA 3SEC HDB TYPE ISO WITH 1 E/S	9	SET
2C		33 kV, 1250A,31.5KA 3SEC HDB TYPE ISO WITHOUT E/S	3	SET
2D		33 kV, 800A,31.5KA 3SEC HDB TYPE ISO WITHOUT E/S	12	SET
2E		33 kV, 1250A,31.5KA 3SEC HDB TYPE ISO (TANDEM)	2	SET
2F		33 kV, 800A,31.5KA 3SEC HDB TYPE ISO (TANDEM)	9	SET
3		33 kV CT (1200–800–400/1A) TR&TBC 3CORE (400–200 /1A) LINES 2 CORE	09 30	NOS
4		33 kV PT	06	NOS
5		250KVA ,33/0.433kV,Dyn1 AUX. TRAFO	02	NOS
6		30kV, 10KA LIGHTNING ARRESTER	36	NOS
7		33 kV BPI	99	NOS
8		33 kV HG FUSE	02	SET
9		33 kV 10 MVAR CAPACITOR BANK (CAP.BAK PROVISION ONLY)	01	SET

BILL OF QUANTITY OF 220kV EQUIPMENTS (TABLE-1)

SL. No.	SYMBOL	DESCRIPTION	QTY	UNIT
1		220kV, 3150A, 40kA, 3sec, SF6, 3P CIRCUIT BREAKER WITHOUT CLOSING RESISTER & WITHOUT CONTROLLED SWITCHING	06	SET
2		220kV, 1600A, 40kA, 3sec, 3–PHASE HDB (ELECTRICALLY GANGED) ISOLATOR WITHOUT EARTH SWITCH (TANDEM ISOLATORS)	09	SET
3		220kV, 1600A, 40kA, 3sec, 3–PHASE HDB (MECHANICALLY GANGED) ISOLATOR WITH ONE EARTH SWITCH	05	SET
4		220kV, 1600A, 40kA, 3sec, 3–PHASE HDB (MECHANICALLY GANGED) ISOLATOR WITH TWO EARTH SWITCH	05	SET
5		220kV, 3200A, 40kA, 3sec, 3–PHASE HDB (MECHANICALLY GANGED) ISOLATOR WITH TWO EARTH SWITCH	02	SET
6		198 kV, 10kA, GAPLESS LIGHTNING ARRESTER (CLASS–3)	12	NOS
7		220kV, 5 CORE, 1PH. CT 120% EXTENDED CURRENT RATING (1600–800–500–300/1 A)	15	NOS
8		220kV, 5 CORE, 1PH. CT 120% EXTENDED CURRENT RATING (3200–2400–1600/1 A)	3	NOS
9		220kV, 1 PH. BUS CVT 4400pF WITH 3CORE,	06	NOS
10		220KV, 1 PH. LINE CVT '4400 PF WITH 3 CORES, (1 PHASE)	06	NOS
11		220kV, BPI	36	NOS
12		220kV, WAVE TRAP (KEPT IN HOLD)	4	NOS

BILL OF QUANTITY OF 132kV EQUIPMENTS (TABLE-2)

SL. No.	SYMBOL	DESCRIPTION	QTY	UNIT
1		132kV, 3150A, 40kA, 3sec, SF6, 3P CIRCUIT BREAKER WITHOUT CLOSING RESISTER & WITHOUT CONTROLLED SWITCHING	08	SET
2A		132kV, 2400A, 40kA, 3sec, 3–PHASE HDB ISOLATOR WITH 2 EARTH SWITCH	03	SET
2B		132kV, 1600A, 40kA, 3sec, 3–PHASE HDB TANDEM ISOLATOR WITHOUT EARTH SWITCH	13	SET
2C		132kV, 1600A, 40kA, 3sec, 3–PHASE HDB ISOLATOR WITH ONE EARTH SWITCH	13	SET
3		120kV, 10kA, GAPLESS LIGHTNING ARRESTER (CLASS–3)	18	NOS
4		132kV, 3 CORE, 1PH. CT 120% EXTENDED CURRENT RATING (1200–600–300/1A)	21	NOS
5		132kV, 3 CORE, 1PH. CT 120% EXTENDED CURRENT RATING (2400–1200–600/1A)	03	NOS
6		132kV, 1 PH. VT WITH 3 CORE	12	NOS
7		132kV BUS POST INSULATOR	45	NOS

NOTE :–

1. TOWER, BEAM, CABLES (POWER/CONTROL/LIGHTING), ERECTION HARWARE & ASSOCIATED ITEM SHALL BE ADDITIONAL WITH RESPECT TO ORIGINAL TENDER LAYOUT.
2. CRB,FFPH & SPR LOCATIONS ARE TENTATIVE AND SAME SHALL BE AS PER FOUNDATION LAYOUT
3. 220KV, 132KV WT LOCATION AND REQUIREMENT SHALL BE AS PER PLCC SCHEME.
4. SCF , CCC , CLEARANCE DIAGRAM , DSLP, SAG TENSION CALCULATION WILL SUBMITTED SUBSEQUENTLY
5. REQUIREMET OF E/W WILL FINALIZED DURING DSLP DESIGN
6. TANDAM ISOLATOR ARRANGEMET SHALL BE FINALIZED AFTER EQUIPMENT DRAWING APPROVAL
7. ALL DIMENSIONS ARE IN MM

LEGENDS:-

PRESENT SCOPE

FENCE

CONDUCTOR & STRINGING DETAILS :- (TABLE-5)

SL.NO.	DESCRIPTION		220 kV CONDUCTOR DETAIL	220 kV CONNECTION HEIGHT (ABOVE PLINTH LEVEL)	132 kV CONDUCTOR DETAIL	132 kV CONNECTION HEIGHT (ABOVE PLINTH LEVEL)	33 kV CONDUCTOR DETAIL	33 kV CONNECTION HEIGHT (ABOVE PLINTH LEVEL)
1.	TRANSFORMER	160 MVA	SINGLE MOOSE (ON HV SIDE)	5.9 mtr.	TWIN MOOSE CONDUCTOR (ON LV SIDE)	4.6 mtr.	–	4.0 mtr.
		63 MVA	–		SINGLE MOOSE CONDUCTOR (ON HV SIDE)		TWIN MOOSE CONDUCTOR	
2.	MAIN BUS		TWIN TARANTULLA CONDUCTOR	12.0 mtr.	TWIN TARANTULLA CONDUCTOR	8.5 mtr.	QUAD TARANTULLA CONDUCTOR	5.5 mtr.
3.	TRANSFER BUS		SINGLE TARANTULLA CONDUCTOR	12.0 mtr.	SINGLE TARANTULLA CONDUCTOR	8.5 mtr.	TWIN TARANTULLA CONDUCTOR	5.5 mtr.
4.	BUS COUPLER		TWIN TARANTULLA CONDUCTOR	17.0 mtr.	TWIN TARANTULLA CONDUCTOR	12.0 mtr.	–	–
5.	JACKBUS (TFR BAY)		SINGLE MOOSE CONDUCTOR	17.0 mtr.	TWIN MOOSE CONDUCTOR	12.0 mtr.	TWIN MOOSE CONDUCTOR	7.5 mtr.
6.	TRANSFER BUS COUPLER		SINGLE MOOSE CONDUCTOR		SINGLE MOOSE CONDUCTOR		TWIN TARANTULLA CONDUCTOR	
7.	FEEDER		SINGLE MOOSE CONDUCTOR		SINGLE MOOSE CONDUCTOR		SINGLE MOOSE CONDUCTOR	
8.	CAP BANK / STAT. TRANSF		–		–		SINGLE MOOSE CONDUCTOR	
9.	EARTHWIRE WITH PEAK		7/3.66mm GI WIRE(10.98mmDIA)	22.0 mtr.	–	15.5 mtr.		9.5 mtr.
	THE DETAIL ABOVE ARE SUBJECT TO FINALISATION CONSIDERING CLEARANCE, SAG TENSION, SCF, DSLP REQUIREMENTS ETC. SUBSEQUENTLY.							

TIRWA TRANSMISSION LIMITED

Cat

I Approved

II Approved subject to incorporation of comments.

III Returned for correction / Re-submission as per comments.

IV Accepted for information / reference.

(BHARTHA)

22/05

REV.NO.	DESCRIPTION	DATE	DRAWN	ELE.	CIVIL	MECH.	APPROVED	STATUS
R3	UPDATED SPR LOCATION	Name ROHIT Date 22.05.24 Sign.	IRFAN 22.05.24				PSNR 22.05.24	FOR APPROVAL
R2	UPDATED AS PER SITE HANDING OVER 18.04.24	Name ROHIT Date 27.04.24 Sign.	IRFAN 27.04.24				PSNR 27.04.24	FOR APPROVAL
R1	UPDATED AS PER COMMENTS	Name ROHIT Date 12.02.24 Sign.	IRFAN 12.02.24				PSNR 12.02.24	FOR APPROVAL
R0	FIRST ISSUE	Name ROHIT Date 07.02.24 Sign.	IRFAN 07.02.24				PSNR 07.02.24	FOR APPROVAL

OWNER/CUSTOMER:	TIRWA TRANSMISSION LIMITED
CONTRACTOR:	MEGHA ENGINEERING & INFRASTRUCTURES LTD
SUBSTATION:	220/132/33 kV SUB-STATION AT TIRWA (KANNAUJ)
TITLE:	LAYOUT PLAN & SECTIONS
DRAWING SIZE	A1
DRAWING No.	SS-E-TRW-000-SYS-001
TOTAL SH.	04
SH.No.	01
REV.	03