BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, AT MUMBAI

CASE NO. _____ OF 2026

AND IN THE MATTER OF:

Jejuri Hinjewadi Power Transmission Limited … Petitioner/Applicant

Versus

Maharashtra State Electricity Transmission Co. Ltd. & Ors. … Respondents

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FILED BY

SKV LAW OFFICES
Advocates for the Petitioner
Building No. 213, Office No. 235,
Raheja Chambers,
1st Floor, Free Press
Journal Marg, Nariman
Point, Mumbai – 400021
Phone: 011-47099999
Email: lawyers@skvlawoffices.com

Place: Mumbai
Date: 14.01.2026

BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY COMMISSION,

MUMBAI

PETITION NO. _____ OF 2026

IN THE MATTER OF: *Application under Sections 14, 15 and 86 (1)(d) of the Electricity Act, 2003 read with Regulation 4 of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 for the grant of transmission license for establishment of the intra-State transmission system forming part of the "Network Expansion Scheme in Maharashtra for removal of transmission constraints in Pune Region and providing supply to Data Centre Loads", being the 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW capacity each), on Build, Own, Operate and Transfer (BOOT) basis, and to provide transmission service, developed through Tariff Based Competitive Bidding.*

AND IN THE MATTER OF:

Jejuri Hinjewadi Power Transmission Limited. …Petitioner/Applicant

Versus

Maharashtra State Electricity Transmission Co. Ltd. & Ors. …Respondents

MEMO OF PARTIES

IN THE MATTER OF:

Jejuri Hinjewadi Power Transmission Limited
Through its Authorized Representative,
Plot No. 181, Ground Floor,
Block – K, Mangolpuri, Delhi – 110083 …Petitioner/Applicant

Versus

1. Maharashtra State Electricity Transmission Co. Ltd.
   Prakashganga, A-wing,4th Floor,Plot C-19, E Block,
   Bandra (E), Mumbai – 400051
   Email id: cest@mahatransco.in

2. REC Power Development and Consultancy Limited

D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram, Haryana-122001
Email id: chvlacharyulu@recl.in

3. TATA Power Company Ltd.
Bombay House, 24, Homi Mody Street,
Fort, Mumbai – 400001
Email id: investorcomplaints@tatapower.com

4. Adani Electricity Mumbai Limited – Distribution
MIDC Area, Marol, Near MIDC Police Station,
Andheri (East), Mumbai – 400093
Email id: helpdesk.mumbaielectricity@adani.com

5. Brihanmumbai Electric Supply and Transport (Undertaking)
1st Floor, BEST Bhavan, BEST Marg Colaba,
Mumbai - 400 001
Email id: dcedsm@bestundertaking.com

6. Indian Railways
256-A, Raisina Road, Rajpath Area,
Central Secretariat, New Delhi, 110001
Email id: gm@nr.railnet.gov.in

7. Mindspace Business Park Private Limited
K Raheja Tower,
Plot no. C-30, Block G Opp SIDBI,
Bandra Kurla Complex, Bandra (E).
Mumbai - 400 051
Email id: krcpower.ho@kraheja.com

8. Gigaplex Estate Private Limited
Raheja Tower, C-30, Block 'G', Bandra Kurla Complex,
Bandra (East), Mumbai – 400051
Email id: krcpower.ho@kraheja.com

9. KRC Infrastructure and Projects Private Limited
Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex,
Bandra (East), Mumbai-400051
Email id: krcpower.ho@kraheja.com

10. Nidar Utilities Panvel Limited Liability Partnership
514 Dalamal Towers, 211 FPJ Marg Nariman Point,
Mumbai – 400021
Email id: regulatory@tuco.in

11. Maharashtra Airport Development Corporation
8th Floor, World Trade Centre, Cuffe Parade,
Mumbai - 400 005
Email id: consult.ele@madcindia.com

12. EON Kharadi Infrastructure Private Limited – Phase-1
MIDC Knowledge Park, Survey No.77,
Kharadi, Pune – 411014
Email id: legal@eropower.in

13. EON Kharadi Infrastructure Private Limited – Phase-2
Survey No.72, Kharadi,
Pune - 411014
Email id: legal@eropower.in

14. Jawaharlal Nehru Port Trust
1502, Express Tower,
Nariman Point, Mumbai – 400021
Email id: anilchopade@jnport.gov.in

15. Laxmipati Balaji Supply Chain Management Limited
2nd Floor,Ceejay House, F-Block, Shiv Sagar Estate,
Dr. Annie Besant Road, Worli,
Mumbai - 400018.
Email id: sarvothama.shetty@arshie.com ...Respondents

FILED BY

SKV LAW OFFICES
Advocates for the Petitioner/Applicant
Building No. 213, Office No. 235,
Raheja Chambers,
1st Floor, Free Press
Journal Marg, Nariman
Point, Mumbai – 400021
Phone: 011-47099999
Email: lawyers@skvlawoffices.com

Place: Mumbai
Date: 14.01.2026

BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, AT MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1)(d) of the Electricity Act, 2003 read with Regulation 4 of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 for the grant of transmission license for establishment of the intra-State transmission system forming part of the "*Network Expansion Scheme in Maharashtra for removal of transmission constraints in Pune Region and providing supply to Data Centre Loads*", being the 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW capacity each), on Build, Own, Operate and Transfer (BOOT) basis, and to provide transmission service, developed through Tariff Based Competitive Bidding.

AND IN THE MATTER OF:

Jejuri Hinjewadi Power Transmission Limited … Petitioner/Applicant

Versus

Maharashtra State Electricity Transmission Co. Ltd. & Ors. … Respondents

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

MOST RESPECTFULLY SHOWETH:

I. CONSPECTUS

1. The present Application is being filed by Jejuri Hinjewadi Power Transmission Limited ("**JHPTL**" / "**Applicant**" / "**Petitioner**") under Sections 14, 15 and 86(1)(d) of the Electricity Act, 2003 ("**the Act**") read with the Maharashtra Electricity Regulatory Commission (Transmission

Licence Conditions) Regulations, 2004 ("**Transmission Licence Regulations**") seeking grant of a Transmission Licence for establishment, ownership, operation and maintenance of an intra-State transmission system forming part of the "*Network Expansion Scheme in Maharashtra for removal of transmission constraints in Pune Region and providing supply to Data Centre Loads*", which has been developed through Tariff Based Competitive Bidding under Section 63 of the Act on a Build, Own, Operate and Transfer ("**BOOT**") basis.

2. The transmission system for which the present licence is sought (the "**Project**") comprises the 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW capacity each), together with ***(i)*** two (2) 400 kV GIS line bays at the 400 kV Jejuri Substation and ***(ii)*** two (2) 400 kV GIS line bays at the 400 kV Hinjewadi Substation, with a Scheduled Commercial Operation Date ("**SCOD**") of 24 months from the Effective Date, as set out below:

S. No.	**Name of Transmission Element**	**SCOD in months from Effective Date**
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each) • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS). • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS).	24 months

Note: Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed. Space is available at 400 kV Hinjewadi substation for 4 indoor GIS bays in existing 400 kV GIS hall.

3. The above Project was envisaged and approved in the 6th Meeting of the Empowered Committee for execution of transmission projects under the Tariff Based Competitive Bidding ("**TBCB**") framework held on 03.01.2025, chaired by the Additional Chief Secretary (Energy), Government of Maharashtra.

4. In the said meeting, the Maharashtra State Electricity Transmission Company Limited ("**MSETCL**" / "**Respondent No. 1**"), in its capacity as the State Transmission Utility ("**STU**"), placed before the Empowered Committee the emerging transmission constraints in the Pune region and the rapid growth in demand, particularly from data centres, renewable energy projects, green hydrogen facilities and other high-load consumers.

5. After detailed deliberation, the Empowered Committee specifically approved the Project, as a priority transmission project to provide a strong source to the 400 kV Hinjewadi substation and to strengthen the Pune ring-main transmission network.

6. Pursuant to the aforesaid approval of the Project by the Empowered Committee, the Government of Maharashtra, *vide* Government Decision No. Sankar-0125/P.No.32/Energy-4 dated 12.02.2025, formally authorised the implementation of the Project through the TBCB framework and appointed REC Power Development and Consultancy Limited ("**RECPDCL**" / "**Respondent No. 2**") as the Bid Process Coordinator ("**BPC**") for, *inter alia*, the Project.

7. In furtherance of the aforesaid Government Decision dated 12.02.2025, RECPDCL, in its capacity as the duly appointed BPC, issued the Request for Proposal dated 13.03.2025 ("**RfP**") inviting bids for development of the Project through the TBCB process in accordance with the TBCB Guidelines and the Guidelines for Encouraging Competition in Development of Transmission Projects issued by the Ministry of Power under Section 63 of the Act, as amended from time to time.

8. In terms of the RfP, the Project was to be implemented through a Special Purpose Vehicle ("**SPV**") structure. Accordingly, the Petitioner was incorporated by RECPDCL as the SPV for the purpose of implementation of the Project, and bidders were required to acquire 100% of the equity shareholding of the Petitioner, together with all its assets and liabilities, and to undertake the development, financing, construction, operation and maintenance of the Project.

9. Pursuant to the bidding process conducted by RECPDCL in accordance with

the RfP, including the e-reverse auction held on 22.07.2025, Tata Power Company Limited ("**TPCL**" / "**Respondent No. 3**") emerged as the Successful Bidder for the Project, having quoted the lowest levelised (uniform) Annual Transmission Charges, and was accordingly issued a Letter of Intent dated 10.12.2025 ("**LoI**") by RECPDCL.

10. In accordance with the RfP and the LoI, the Petitioner, which had been incorporated by RECPDCL as the SPV for implementation of the Project, was transferred to the Successful Bidder.

11. Accordingly, on 09.01.2026, RECPDCL, TPCL and the Petitioner executed the Share Purchase Agreement ("**SPA**"). In addition the Transmission Service Agreement ("**TSA**") was signed between the Petitioner and STU, pursuant to which 100% of the equity shareholding of the Petitioner stood transferred to TPCL, and the Petitioner became the duly appointed Transmission Service Provider ("**TSP**") for the Project.

12. Further, Clause 2.15.4 of the RfP required that, upon completion of the acquisition of the Petitioner by the Successful Bidder under the SPA, the Petitioner, as the duly appointed TSP, is required to apply to the Appropriate Commission for grant of a Transmission Licence within five (5) working days.

13. The present Application is therefore being filed strictly in compliance with the said contractual and statutory requirement.

II. DESCRIPTION OF THE PARTIES

14. The Applicant/Petitioner, i.e., JHPTL, is a company incorporated under the Companies Act, 2013 as a SPV under the TBCB framework for the exclusive purpose of development, construction, ownership, operation and maintenance and transfer of the Project, forming part of the intra-State transmission system for strengthening the Pune region transmission network and for supply of power to data centres and other loads.

15. Respondent No. 1, MSETCL, is a Government of Maharashtra undertaking incorporated on 31.05.2005 and is the designated STU under Section 38 of the Act. As the STU, MSETCL is responsible, *inter alia*, for planning, development and coordination of the intra-State transmission system and

is also the Nodal Agency for the Project under the RfP and the TSA.

16. Respondent No. 2, RECPDCL, is a wholly owned subsidiary of REC Limited, a Maharatna PSU under the Ministry of Power, Government of India ("**MoP**"). RECPDCL was appointed by the Government of Maharashtra *vide* Government Decision dated 12.02.2025 as the BPC for selection of the TSP for the Project through the TBCB process.

17. Respondent No. 3, TPCL, is a company incorporated under the Companies Act, 1956, having its registered office at Mumbai. TPCL was selected as the Successful Bidder through the TBCB process conducted by RECPDCL and is the holding company of the Petitioner, having acquired 100% of the equity shareholding of the Petitioner under the SPA.

18. Respondent Nos. 4 to 15 are the Long Term Transmission System Users ("**LTTSUs**") of the Project, being the beneficiaries of the Project.

III. JURISDICTION

19. This Hon'ble Commission has jurisdiction to entertain and decide the present Petition since the Project constitutes an intra-State transmission system located within the State of Maharashtra, and all beneficiaries of the Project are also situated within the territorial jurisdiction of this Hon'ble Commission.

20. Under Sections 14 and 86(1)(d) of the Act, this Hon'ble Commission is the Appropriate Commission empowered to grant licences to entities seeking to act as intra-State transmission licensees in Maharashtra, and the present Application has been filed in accordance with Section 15 of the Act.

21. The Project, being intended to strengthen the Pune region transmission network and to provide reliable supply to data centres and other critical loads, falls squarely within the statutory functions of this Hon'ble Commission under Section 30 of the Act relating to development and facilitation of intra-State transmission.

22. In addition, this Hon'ble Commission exercises jurisdiction over the present Application under the Transmission Licence Regulations, which govern the manner, form and procedure for grant of transmission licences.

23. Accordingly, the present Petition is fully maintainable before this Hon'ble

Commission under the Act read with the Transmission Licence Regulations.

IV. FACTUAL BACKGROUND

24. The relevant facts for the kind consideration of this Hon'ble Commission are as follows:

25. On 03.01.2025, the Empowered Committee for execution of transmission projects under the TBCB framework, chaired by the Additional Chief Secretary (Energy), Government of Maharashtra, considered the transmission requirements of the Pune region and approved, *inter alia*, the Project as a priority project to strengthen the Pune ring-main network and provide a strong source to the 400 kV Hinjewadi substation. A copy of the Minutes of Meeting dated 17.01.2025 ("**MoM**") of the 6th Meeting held on 03.01.2025 is annexed herewith and marked as **ANNEXURE P/1**.

26. Pursuant thereto, on 12.02.2025, the Government of Maharashtra ("**GoM**"), *vide* Government Decision No. Sankar-0125/P.No.32/Energy-4, authorised implementation of the Project through the TBCB framework and appointed RECPDCL as the BPC for, *inter alia*, the Project. A copy of the said GoM Decision dated 12.02.2025 is annexed herewith and marked as **ANNEXURE P/2**.

27. On 13.03.2025, in accordance with the GoM Decision, RECPDCL issued the RfP, together with the Global Invitation and advertisements, for selection of the TSP for establishment of the Project through the TBCB process. Under the RfP, the successful bidder was required to acquire 100% of the equity shareholding of the Petitioner, being the SPV incorporated for the Project. A copy of the RfP dated 13.03.2025 along with the Global Invitation and advertisements is annexed herewith and marked as **ANNEXURE P/3 (COLLY.)**.

28. On 13.03.2025, RECPDCL, in its capacity as the duly appointed BPC, formally informed this Hon'ble Commission of the initiation of the TBCB process for selection of the TSP for the Project, by issuance of a Global Invitation in national and international newspapers in terms of Clause 4.2 of the TBCB Guidelines. RECPDCL also forwarded to the Hon'ble

Commission a copy of the RfP Notification and the RfP document for the Project for information and record. A copy of the letter dated 13.03.2025 issued by RECPDCL to the Hon'ble Commission enclosing the RfP Notification and RfP is annexed herewith and marked as **ANNEXURE P/4**.

29. On the same date i.e. 13.03.2025, RECPDCL also formally informed MSETCL, being the STU, that the TBCB process for the Project had been initiated by issuance of the Global Invitation and RfP. RECPDCL forwarded to MSETCL the RfP Notification and the complete RfP document for its information, coordination and further necessary action in relation to the State transmission network. A copy of the letter dated 13.03.2025 issued by RECPDCL to MSETCL enclosing the RfP Notification and RfP is annexed herewith and marked as **ANNEXURE P/5**.

30. Thereafter, during the bidding process, RECPDCL issued amendments to the RfP on 03.04.2025, 05.05.2025, 10.05.2025, 14.05.2025, 29.05.2025 and 11.06.2025, and also issued clarifications on 05.05.2025 and 28.05.2025, whereby the bid submission deadline was ultimately extended to 19.06.2025 and the revised timelines for the e-reverse auction and subsequent milestones were duly notified. The following were the final timelines for the bidding process:

Date	Event
19.06.2025	Submission of Bid (Online submission of Bid through electronic bidding portal).
19.06.2025	Opening of Technical Bid.
27.06.2025	Shortlisting and announcement of Qualified Bidders on bidding portal.
30.06.2025	Opening of Financial Bid - Initial Offer.
01.07.2025	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
04.07.2025	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer.

09.07.2025	Selection of Successful Bidder and issue of LOI.
21.07.2025	Signing of RFP Project Documents and transfer of Jejuri Hinjewadi Power Transmission Limited.

Copies of the said amendments and clarifications are annexed herewith and marked as **ANNEXURE P/6 (COLLY.)**.

31. On 13.05.2025, in furtherance of the RfP and in accordance with Clause 1.5 thereof, RECPDCL issued a letter to TPCL communicating the Tentative Acquisition Price payable by the Selected Bidder for acquisition of 100% equity shareholding of the Petitioner, together with all its assets and liabilities, which was specified as Rs. 230.09 lakhs, subject to adjustment based on the audited accounts of the Petitioner as on the date of execution of the SPA, with any variation restricted to 5% in terms of Clause 3.5 of the revised BPC Guidelines dated 10.08.2021. A copy of the letter dated 13.05.2025 issued by RECPDCL to TPCL is annexed herewith and marked as **ANNEXURE P/7**.

32. On 09.05.2025, in furtherance of the RfP and in compliance with Clause 1.6.2.1 thereof, which mandates the BPC to obtain approval under Section 68 of the Act for laying of overhead transmission lines, the Petitioner (then wholly owned by RECPDCL) addressed a letter to the Additional Chief Secretary (Energy), GoM, seeking administrative approval for laying of the 400 kV double-circuit transmission line from Jejuri to Hinjewadi, together with the associated GIS bays, forming part of the Project. The said letter also recorded that the Petitioner had been incorporated as the project-specific SPV and would be acquired by the Successful Bidder in terms of the RfP. A copy of the letter dated 09.05.2025 seeking approval under Section 68 of the Electricity Act, 2003 is annexed herewith and marked as **ANNEXURE P/8**.

33. On 03.07.2025, RECPDCL addressed a communication to TPCL calling upon it to submit certain documents, information and clarifications as set out in Annexure-1 thereto, and further directed that all such responses were required to be uploaded on the MSTC bidding portal by 10.07.2025, failing

which the bid would not be considered. A copy of the letter dated 03.07.2025 issued by RECPDCL to TPCL is annexed herewith and marked as **ANNEXURE P/9**.

34. On 07.07.2025, TPCL submitted its point-wise replies and clarifications to RECPDCL in response to the aforesaid communication, furnishing all information and documents sought in relation to its technical and financial qualification under the RfP. A copy of TPCL's letter dated 07.07.2025 is annexed herewith and marked as **ANNEXURE P/10**.

35. Thereafter, on 19.07.2025, RECPDCL, after evaluation of the submissions, informed TPCL that it had fulfilled the qualification requirements under the RfP and was accordingly declared a "Qualified Bidder" eligible to participate in the financial bid and e-reverse auction stage of the bidding process. A copy of the letter dated 19.07.2025 issued by RECPDCL is annexed herewith and marked as **ANNEXURE P/11**.

36. On 21.07.2025, RECPDCL notified TPCL that the e-Reverse Auction for the Project would be conducted on 22.07.2025 commencing at 10:00 hrs (IST), with the Lowest Initial Offer Price fixed at Rs. 1,654.40 million, and TPCL was invited to participate in the e-Reverse Auction as a Qualified Bidder. A copy of the letter dated 21.07.2025 issued by RECPDCL to TPCL is annexed herewith and marked as **ANNEXURE P/12**.

37. On 22.07.2025, RECPDCL conducted the e-Reverse Auction for the Project in accordance with the RfP and the TBCB Guidelines, pursuant to which TPCL emerged as the Successful Bidder having quoted the lowest final levelised (uniform) Annual Transmission Charges.

38. On 23.07.2025, RECPDCL required TPCL to submit the original hard copies of Annexure-3 and Annexure-14 (and other applicable documents) as stipulated under the RfP for verification prior to issuance of the Letter of Intent. A copy of the letter dated 23.07.2025 issued by RECPDCL to TPCL is annexed herewith and marked as **ANNEXURE P/13**.

39. After completion of the e-Reverse Auction and verification of the bid documents submitted by TPCL, the Bid Evaluation Committee ("**BEC**") constituted under the TBCB Bidding framework evaluated the bids in

accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and the "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by the MoP under Section 63 of the Electricity Act, 2003.

40. Thereafter, on 13.10.2025, the Bid Evaluation Committee issued its Certificate confirming that ***(i)*** the entire bidding process for the Project had been conducted in compliance with the applicable TBCB Guidelines, ***(ii)*** The Tata Power Company Limited, having quoted the lowest Annual Transmission Charges of Rs. 1,557.80 million pursuant to the e-Reverse Auction, had emerged as the Successful Bidder, and ***(iii)*** the discovered transmission charges were acceptable. A copy of the Bid Evaluation Committee Certificate dated 13.10.2025 is annexed herewith and marked as **ANNEXURE P/14**.

41. On 10.12.2025, upon completion of the e-Reverse Auction and evaluation of bids in accordance with the RfP, RECPDCL issued the LoI to TPCL, declaring it as the Successful Bidder for the Project under Clause 3.6.1 of the RfP, with the Quoted Annual Transmission Charges of Rs. 1,557.80 million. A copy of the LoI dated 10.12.2025 issued by RECPDCL to TPCL is annexed herewith and marked as **ANNEXURE P/15**.

42. Subsequently, on 15.12.2025, TPCL conveyed its unconditional acceptance of the LoI to RECPDCL within the stipulated period, thereby confirming its acceptance of the bid and its obligations under the TBCB framework. A copy of the letter dated 15.12.2025 issued by TPCL to RECPDCL is annexed herewith and marked as **ANNEXURE P/16**.

43. On 09.01.2026, RECPDCL issued a communication to TPCL formally handing over the corporate and statutory documents of the Petitioner (SPV) for the purpose of effecting the transfer of shareholding and completion of the TSP transition. A copy of the letter dated 09.01.2026 issued by RECPDCL to TPCL is annexed herewith and marked as **ANNEXURE P/17**.

44. On 09.01.2026, in accordance with the RfP and the LoI, RECPDCL, TPCL and the Petitioner executed the SPA and in addition the TSA was signed

between the Petitioner and STU, pursuant to which 100% of the equity shareholding of the Petitioner stood transferred to TPCL, and the Petitioner became the duly appointed TSP for the Project. Copies of the SPA and TSA dated 09.01.2026 are annexed herewith and marked as **ANNEXURE P/18 (COLLY.)**.

V. GROUNDS

Re. Compliance with Statutory Framework under the Act

45. The Petitioner submits that it is fully entitled, both in law and on facts, to be granted a transmission licence under Sections 14 and 15 of the Act. The Petitioner is the SPV incorporated exclusively for implementation of the Project, and has been selected as the TSP pursuant to a TBCB process conducted under Section 63 of the Act, which has been adopted by the GoM for development of the Project.

46. Section 14 of the Act contemplates that a transmission licence shall be granted to any person who is duly authorised to establish, operate and maintain a transmission system. In the present case, the Petitioner derives its authority directly from the outcome of a statutorily governed competitive bidding process, conducted under Section 63 of the Act and implemented through the GoM Decision dated 12.02.2025. The Petitioner is therefore not merely an applicant, but the legally selected entity vested with the responsibility to execute the Project.

47. Further, Section 86(1)(d) of the Act vests this Hon'ble Commission with exclusive jurisdiction to grant licences for intra-State transmission systems within Maharashtra. The Project, being an intra-State transmission corridor intended to strengthen the Pune regional grid and supply data centre loads located within Maharashtra, squarely falls within the territorial and subject-matter jurisdiction of this Hon'ble Commission.

Re. Compliance with Tariff Based Competitive Bidding (TBCB) Framework

48. The Project has been awarded strictly in accordance with the TBCB Guidelines issued by the MoP under Section 63 of the Act, pursuant to a transparent and competitive bidding process conducted by RECPDCL, the duly notified Bid Process Coordinator under the GoM Decision dated

12.02.2025.

49. The entire bidding process, including issuance of the RfP dated 13.03.2025, amendments and clarifications thereto, conduct of e-reverse auction on 22.07.2025, declaration of TPCL as the successful bidder, and issuance of the Letter of Intent dated 10.12.2025, was carried out strictly in accordance with the RfP and the applicable TBCB Guidelines.

50. In accordance with Clause 1.5 of the RfP, the Petitioner SPV was acquired by Tata Power Company Limited pursuant to execution of the SPA dated 09.01.2026, and the TSA was simultaneously executed, thereby vesting all rights, obligations and project implementation responsibilities in the Petitioner as the TSP.

Re. Compliance with MERC (Transmission Licence Conditions) Regulations, 2004

51. Regulation 4 of the Transmission Licence Regulations requires that an application for grant of transmission licence be made in Schedule-I (Form-I) and be accompanied by the prescribed documents and information. The present Application has been filed strictly in the said format. A true copy of the duly completed Schedule-I (Form-I), together with all enclosures thereto, is annexed herewith and marked as **ANNEXURE P/19**.

52. The said Schedule-I (ANNEXURE P/19) encloses and certifies all information and documents required under the Regulations, including the draft licence, project maps and layouts, technical description of the transmission system, corporate documents of the Applicant, financial and promoter details, and proof of payment of licence processing fee. Accordingly, the Petitioner has fully complied with Regulation 4 read with Schedule-I of the Transmission Licence Regulations.

53. The Petitioner has also complied with Regulations 5 and 6 of the said Regulations by furnishing all documents, maps, information on financial projections, technical details, project information and bidding records necessary for scrutiny and public notice of the Application.

54. The licence sought is required to be issued in the format prescribed in Schedule-II of the Transmission Licence Regulations, and the Petitioner

undertakes to comply with all general and specific licence conditions specified therein. A copy of the duly completed Schedule-II is annexed herewith and marked as **ANNEXURE P/20**.

55. Further, the Petitioner as per Regulation 6 of the Transmission Licence Regulations, have prepared a draft public notice for grant of transmission licence. A copy of the draft Public Notice to be issued is annexed herewith and marked as **ANNEXURE P/21**.

Re. The Petitioner is a Fit and Proper Entity to Hold the Licence

56. The Petitioner is a project-specific SPV, fully owned and controlled by Tata Power Company Limited, a leading integrated power utility with extensive experience in transmission, distribution and generation projects across India.

57. The financial, technical and managerial capability of TPCL has already been evaluated and accepted by RECPDCL during the TBCB process, and therefore stands conclusively established for the purposes of grant of licence.

58. The Project is intended to strengthen the Pune regional grid and enable reliable power supply to critical data centre load consumers, and is part of the State's approved transmission expansion plan.

59. Grant of the transmission licence will enable timely execution of the Project and is therefore squarely in public interest, grid security, and the objectives of the Act.

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

61. In accordance with Section 15(3) of the Act, read with Regulation 6(2) of the Transmission Licence Regulations, a copy of the present Application is being simultaneously served upon the MSETCL, being the STU, for its comments and recommendations. A copy of the present Application is also being served upon RECPDCL, the Bid Process Coordinator, to enable it to place on record its confirmation in respect of the Tariff Based Competitive

Bidding process undertaken for the Project.

62. In accordance with Regulation 5 and Regulation 6 of the MERC (Transmission Licence Conditions) Regulations, 2004, the Application along with annexures and enclosures has been hosted on the website of the Applicant i.e. www.tatapower.com to facilitate access to the Application by any person through the internet.

63. The Applicant/Petitioner shall publish the requisite Notices in the newspapers as per the Transmission Licence Regulations and after publication of the same, the Applicant/Petitioner shall place a copy of the said publications before this Hon'ble Commission.

64. In view the above, it is humbly submitted that the Applicant/Petitioner fulfils the eligibility criteria for grant of transmission licence as stipulated in Section 14 and 15 of the Act and the Transmission License Regulations and therefore this Hon'ble Commission may kindly grant the prayers, as prayed for.

65. The present Application is filed *bona fide* and in the interest of justice.

PRAYER

66. The Applicant/Petitioner hereby humbly prays the Hon'ble Commission to:

(a) Grant a Transmission Licence under Sections 14 and 15 of the Electricity Act, 2003 in favour of the Applicant, Jejuri Hinjewadi Power Transmission Limited, to build, own, operate and transfer of the "*400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW capacity each)*", being the intra-State transmission system forming part of the Project, in accordance with the Request for Proposal dated 13.03.2025, the Letter of Intent dated 10.12.2025, and the Transmission Service Agreement and Share Purchase Agreement executed on 09.01.2026; and

(b) Take on record and approve the acquisition of 100% equity shareholding of the Applicant by Tata Power Company Limited pursuant to the Share Purchase Agreement dated 09.01.2026, and recognise the Applicant as the duly appointed Transmission Service Provider for the Project under the Tariff Based Competitive Bidding

framework; and

(c) Direct issuance of the Transmission Licence in the form prescribed under Schedule-II of the Maharashtra Electricity Regulatory Commission (Transmission Licence Conditions) Regulations, 2004, subject to the general and specific conditions contained therein; and/or

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

(e) Pass any such other and further reliefs as this Hon'ble Commission deems just and proper in the nature and circumstances of the present case.

Jaisalmer Hinjewadi Power Transmission Limited

PETITIONER

FILED BY

SKV LAW OFFICES
Advocates for the Petitioner
Building No. 213, Office No. 235,
Raheja Chambers,
1st Floor, Free Press
Journal Marg, Nariman
Point, Mumbai – 400021
Phone: 011-47099999
Email: lawyers@skvlawoffices.com

Place: New Delhi
Date: 14.01.2026

BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION AT MUMBAI

Filing No. _____

Case No. _____

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1)(d) of the Electricity Act, 2003 read with Regulation 4 of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 for the grant of transmission license for establishment of the intra-State transmission system forming part of the "*Network Expansion Scheme in Maharashtra for removal of transmission constraints in Pune Region and providing supply to Data Centre Loads*", being the 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW capacity each), on Build, Own, Operate and Transfer (BOOT) basis, and to provide transmission service, developed through Tariff Based Competitive Bidding.

AND IN THE MATTER OF:

Jejuri Hinjewadi Power Transmission Limited ... Petitioner/Applicant

Versus

Maharashtra State Electricity Transmission Co. Ltd. & Ors. ... Respondents

AFFIDAVIT VERIFYING PETITION

I, Shantanu Singh, S/o. Dhirendra Singh, aged about 34 years, R/o. 2508, Verona Tower, Mahagun Moderne, Sector-78, Noida, Uttar Pradesh, presently at New Delhi, do hereby solemnly affirm and state as under:

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

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

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

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

14 JAN 2026

Solemnly affirm at New Delhi on this 14 day of January, 2026 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Jaljini Khijewadi Power Transmission Limited

DEPONENT

Identified before me

D/4191/2020

Place: New Delhi
Date: 14.01.2026

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

ATTESTED

MINATI RANI MOHAPATRA
NOTARY DELHI-R-16971
GOVERNMENT OF INDIA
SUPREME COURT INDIA
COMPOUND N... DELHI
REGISTER Pg./...

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

NOTARIAL

NOTARY
Minati Rani Mohapatra
Delhi
Regd. No. 16971
SL./No.
GOVT. OF INDIA

14 JAN 2026

महापारेषण

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
(CIN NO U40109MH2005SGC153646)

Name of Office: Chief Engineer (State Transmission Utility)	
Office Address: Prakashganga, 4th floor / 'A' Wing, Plot C -19, E - block, BKC, Bandra (E), Mumbai: - 400051.	
☎ (022) 2659 5176 (O), (022) 2659 5175 (P)	E-Mail Id: cestu@mahatransco.in

No. MSETCL/CO/CE/STU-TBCB/EC/6th/ No-0512 **Date:** 17 JAN 2025

To,

Additional Chief Secretary (Energy), Mantralaya, Dr. Madam Cama Road, Mantralaya, Mumbai-400032.	Additional Chief Secretary (Planning), Mantralaya, Dr. Madam Cama Road, Mantralaya, Mumbai-400032.
Principal Secretary (Expenditure) Finance Department,Mantralaya, Dr. Madam Cama Road, Mantralaya,Mumbai-400032.	Chairman & Managing Director, MSETCL, Prakashganga, Bandra (East) Mumbai 400 051
Chairman & Managing Director, MSEDCL, Prakashgad, Bandra (East) Mumbai 400 051	Expert, Energy Sector (Independent) Shri. Shreevardhan A. Soman, Department of Electrical Engineering, IIT Bombay.
Expert, Finance Sector (Independent) Shri. Anudeep Dighe, Director (Finance) MSEDCL, Prakashgad, Bandra (East) Mumbai 400 051	

Subject: Minutes of Sixth meeting of the Empowered Committee for execution of projects under TBCB

Reference:- 1) शासन निर्णय क्र. संकीर्ण - २०१८/प्र. क्र. २१४/ऊर्जा-४ दिनांक ०४ जानेवारी २०१९
2) Meeting of Empowered Committee held on 03.01.2025

Respected Madam/Sirs,

With reference to the above subject, please find enclosed the Minutes of 6th Meeting of Empowered Committee held on 03.01.2025.

Submitted for further needful please.

Thanking you,

Encl: as above

Your's faithfully,

17.1.25

Peeyush Sharma (C.E. – STU)
o/c **Coordinator / Member Secretary**

Copy s.w.rs.to:
The Director (Operations), MSETCL, Prakashganga, Mumbai

SE(STU) 2086

ISSUED
Date 20 JAN 2025
Initials

Minutes of Sixth Meeting of Empowered Committee for execution of transmission projects under Tariff Based Competitive Bidding (TBCB)

Date: 03.01.2025

Time: 12:00 Hrs

Venue: Office of Hon'ble Additional Chief Secretary (Energy), Mumbai

The Meeting was attended by:

1. Smt. Abha Shukla, Additional Chief Secretary (Energy), Chairperson
2. Shri. Saurabh Vijay Additional Chief Secretary (Planning), Member
3. Shri Deepa Thakur, Representative of Principal Secretary (Expenditure) Finance, Member
4. Shri Sanjeev Kumar, Chairman & Managing Director, MSETCL, Member
5. Shri Lokesh Chandra, Chairman & Managing Director, MSEDCL, Member
6. Shri. Shreevardhan A. Soman, Expert Energy Sector (Independent), Member
7. Shri. Anudeep Dighe, Director (Finance), MSEDCL, Expert, Finance Sector (Independent), Member
8. Shri. Satish Chavan, Director (Operations), MSETCL, Invitee Member
9. Shri. Peeyush Sharma, Chief Engineer, STU, Coordinator/Member Secretary.

The 6th Meeting of Empowered Committee for projects to be executed under TBCB was held on 03.01.2025. The gist of the discussions and decisions is as below:

Agenda No. I: Confirmation of Minutes of fifth Meeting of Empowered Committee:

The minutes of meeting of the Fifth meeting of Empowered committee dated 24.12.2020 was circulated to all members for confirmation.

The Minutes were confirmed.

Agenda No. 2: Review of progress of 400kV Vikhroli project awarded to M/s. KVTPL under TBCB.

Chief Engineer, STU, Coordinator/Member Secretary appraised the Committee on the progress of 400 kV Vikhroli project. The 400 kV Kharghar-Vikhroli D/C & M/C line with bays at Kharghar was successfully commissioned on 26.09.2023. For LILO of 220 kV Trombay-Salsette ckt I,II,III &IV corresponding 220 kV bays were charged on 07.08.2023 and diversion of 110 kV lines was completed by 28.02.2023. LILO works of 220kV Trombay-Salsett ckt I and II at Vikhroli SS were charged between 21.10.2023 & 22.10.2023 respectively and ckt-IV charged on 15.12.2023. The 400/220 kV GIS substation at Vikhroli including bay extensions at Kharghar, was commissioned in phases with Kharghar bays charged on 21.07.2023, 400kV Vikhroli GIS on 26.09.2023, and ICTs (3 Nos.) and 125 MVAR, 400 kV bus reactor were successfully charged on 28.09.2023.

The last element of the Project i.e., LILO on the 400 kV Talegaon-Kalwa line at 400 kV Vikhroli GIS S/S whose work was already completed but could not be commissioned due to non-availability of line outage in view of system constraints was commissioned on 07.10.2024 on

receipt of outage. Thus, the 400kV Vikhroli project including all elements of scheme had been completed in all respect and commissioned.

The Committee noted the progress of the Project.

Agenda No. 3: Notification of threshold limit as per MERC MYT Regulations.

Chief Engineer, STU, Coordinator/Member Secretary appraised the committee that the threshold limit for the execution of projects under the TBCB route has been specified by the Hon'ble MERC as follows:

- As per **MERC (MYT) First Amendment Regulations, 2023**, for the period up to March 2025, the threshold limit is **Rs. 500 Crore, excluding land cost.**
- **Under the MERC (MYT) Regulations, 2024** (for control period April 2025 to March 2030) the threshold limit effective from 1st April 20205, is **Rs. 200 Crore, excluding land cost and Reinstatement charges.**

Agenda No. 4: Appointment of Members of Empowered Committee (EC)

Chief Engineer, STU, Coordinator/Member Secretary informed the committee that The **Government of Maharashtra vide** Letter No. संकीर्ण - २०१८/प्र. क्र. २१४/ऊर्जा-४, dated 9th August 2024 requested CMD, MSETCL to suggest the names for consideration for new independent members for Energy sector and Finance sector. Subsequently, based on suggestion by CMD, MSETCL, The GoM vide letter dated 21st August 2024 has appointed independent experts to the Empowered Committee (EC) as follows:

1) **Mr. Shrivardhan Soman** from **IIT Mumbai** (Independent Expert – Energy Sector).
2) **Mr. Anudeep Dighe** (Independent Expert – Finance Sector).

The committee was requested to consider and accord approval for the above names. The committee consented and approved the names of the appointment as independent members as notified by the GoM.

Agenda No. 5: Discussion of projects to be undertaken in TBCB:

Chief Engineer, STU, Coordinator/Member Secretary appraised the committee in detail about present load demand and the anticipated load growth and peak demand by 2030 in Maharashtra. Further STU has also identified major load hotspots, RE generation hotspots and upcoming demand addition due to key drivers viz data centers, pumped hydro, green hydrogen plants & Agri solarisation etc. Taking into the above considerations a peak demand of 69 GW is anticipated by the year 2030. It was also appraised that to mitigate the same new transmission corridors are planned for evacuation of RE power and achieve transmission adequacy to meet the projected demand. Based on these factors joint studies have been carried out in co-ordination with CTU and schemes are proposed in the STU Ten-year transmission plan (2024-25 to 2033-34).

d) 220 kV D/C Line from 400/220/132 kV Washi (New) to 220 kV Manjarsumba (existing)
e) 220kV D/C Line from400/220/132 kV Washi (New) to 220 kV Paranda (existing)
f) 2x300 MVA ,400/132 kV ICT
g) 132 kV D/C line from 400/220/132 kV Washi (New) to 132 kV Kallam (existing)
h) 132 kV lines to Solar Generators
i) Bays @220 kV Manjarsumba (2 nos.), 220 kV Paranda (2 nos.), 132 kV Kallam (2 nos.)

3) **765/400/220 kV Mahape (Tentative Cost- Rs.1320 Crore)**
   a) 765 kV D/C line from 765 kV Mahape (New) to 765 kV Padghe-(PG) (existing)
   b) 765 kV Mahape (New) - Apta (New) D/c considered (40 km) TO BE INCLUDED WITH 765 kV APTA SCOPE
   c) 4x1500 MVA, 765/400 kV ICT
   d) 400 kV connectivity to Datacenter Consumers
   e) 4x500 MVA, 400/220 kV ICT
   f) 220 kV connectivity to Datacenter Consumers

4) **400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each) (Tentative Cost- Rs.240 Cr.)**
   a) Bays @ 400 kV Hinjewadi (2 nos.) and 400 kV Jejuri (2 nos.).

The Committee members discussed individual project in detail in view of necessity, benefits, costs, timelines etc. Members opined that time period proposed for execution of projects appears to be on higher side and needs to be optimised and shall be decided so as to match with time schedule of Inter-State Transmission Projects and MSEDCL power procurement plan for evacuation of power from various projects as per the Power Purchase Agreements executed with various developers. The Committee directed STU to reduce time period for execution of projects to 18 months.

Mr. Shrivardhan Soman ,Independent Expert – Energy Sector suggested that provision of suitable reactive power compensation shall be ensured in planning considering substantial addition of RE power and its nature in order to facilitate stable grid operation. Also, provision of PMUs at suitable locations shall be done in all projects by including in scope and the technical specifications for the Projects.

With regards to 4th Project i.e. Construction of 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each), Chief Engineer, STU, Coordinator/Member Secretary informed committee members that the cost of the project is approx. Rs.240 Crores which is less than present threshold limit of Rs.500 Cr. However, the line is very essential as it is the only source line for 400kV Hinjewadi substation and to provide strong source to Pune ring main network. Hence, considering the criticality of the project and stringent timelines it is proposed to execute this scheme through TBCB route though the cost is less than the threshold limit of Rs. 500 Crore.

Further, Chief Engineer, STU, Coordinator/Member Secretary informed that 04 nos. of projects are identified for the execution on Priority and are hereby referred to the Empowered Committee for consideration for execution under TBCB as per threshold limit recommendation of MERC. The details of the projects proposed to be taken under TBCB route for implementation are

Sr. No.	Particulars	Estimated Cost (Rs Cr.)	Duration (Months)	Purpose of Project
1.	765/400 kV Pune (East) and associated lines	2220	36	Load Centre, Mitigation of Pune Transmission Constrains ,Pune 765kV Ring main network
2.	400/220/132 kV Washi	852	24	RE Evacuation
3.	765/400/220 kV Mahape	1320	24	Data Centre Load
4.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each)	240	18	Load Centre, Mitigation of Pune Transmission Constraints, Pune 765kV Ring main network

The brief details of the Projects are as follows:

1) **765/400 kV Pune (East) and associated lines. (Tentative Cost- Rs. 2220 Crore)**
   a) LILO of both circuit of 765 kV Aurangabad (PG) (Existing) - Solapur (PG) (Existing) D/C at 765 kV Pune (East)
   b) 765 kV Pune (East) (New) to 765 kV Pune- III GIS (Proposed)
   c) 2x1500 MVA, 7651400 kV ICT
   d) Connecting 765 kV Karjat-II/ Pune (East) (New) with 400 kV Karjat (existing) through 400 kV Line D/C
   e) 400 kV D/C line from 7651400 kV Pune (East) (New) to 400 kV Lonikand-I (existing)
   f) Bays @ 400 kV Karjat (2nos.), 400kV Lonikand-I (2 nos.)

2) **400/220/132 kV Washi (Tentative Cost- Rs.852 Crore)**
   a) 400 kV D/C line from 400 kV Washi (New) to 7651400 kV Pune (East) (New)
   b) 2x500 MVA, 400/220 kV ICT
   c) 220 kV lines to Solar Generators

As per provisions of MERC (MYT) First Amendment Regulations, 2023, projects below 500 Crore. Threshold limit can be taken in TBCB with prior approval of MERC. MERC approval for execution of this Project in TBCB route has been received on 8th October, 2024.

The committee after deliberations approved the execution of above 4 Projects through TBCB route with revised implementation timelines. The Committee also asked STU to take necessary steps to initiate the process of executing these projects through TBCB route and early completion of projects to strengthen the transmission network in state.

Agenda No. 6: Appointment of Bid Process Coordinator (BPC) :

Chief Engineer, STU, Coordinator/Member Secretary appraised the Committee about the necessity to appoint a Bid Process Coordinator (BPC) for coordinating the bidding process and BPC to be appointed by the Empowered Committee (EC) as per the under Clause 3.3 of the Ministry of Power, Government of India Guidelines on "Tariff-based Competitive Bidding for Transmission Service" notified on 10.08.2021.

Further, Chief Engineer, STU, Coordinator/Member Secretary appraised the committee about the offers received from RECPDCL and PFCCL (Central Government notified BPCs) to act as the BPC for the aforementioned 4 projects.

PFCCL has quoted consulting fee for each transmission scheme as 0.21% of the estimated cost of project plus applicable taxes at the applicable rates on date of payments and any other applicable taxes and duties etc. plus expenses incurred by PFCCL towards bidding process till the transfer of SPV to the successful bidder.

RECPDCL has quoted professional fee as 0.29% (plus taxes) of the estimated cost of project. RECPDCL shall charge acquisition price from successful bidder consisting of all direct and indirect including development expenses, survey charges, bid process consultant charges, salaries, establishment expenses, interest, administration expenses, NIT expenses, various other incidental expenses and professional fee. The acquisition price (professional fee and cost) shall be payable by the successful bidder alongwith the taxes as applicable.

The Committee after deliberations approved the appointment of BPC as follows:

- Detail discussions to be held with both PFFCL and RECPDCL on the activities to be carried out by BPC and timelines.
- Negotiations to be held with RECPDCL for matching the quoted price of PFFCL which is lower.
- Appoint PFFCL as BPC for 3 Projects and RECPDCL for 2 Projects (Total 5 Projects – 4 projects approved at Agenda No. 5 and 1 project approved at Agenda No. 7).

Agenda No. 7: Additional agenda:

Establishment of 400/220kV Velgaon Sub-Station (Estimated Cost -Rs 551.08 Crore):

Chief Engineer, STU, Coordinator/Member Secretary appraised the Committee about the necessity of the Project and its benefits to the State. Further, this project is of critical importance for inter-connection with 765 kV Khavda Inter State Transmission Project and proposed to for execution through TBCB in order to early completion of project so as to match the commissioning timeline of associated CTU network elements.

The scope included the project is as follows:

a) 400 kV LILO on Tarapur-Kudus II DC line
b) 220 kV LILO on Boisar -Borivali SC line
c) 220 kV LILO on Dahanu-Ghodbunder DC line
d) 220 kV LILO on Dahanu-Versova SC line
e) 220 kV LILO on Boisar-Versova SC line
f) 3 X 500 MVA, 400/220 kV ICTS

The above scheme is an interconnection to 765/400/220kV Boisar-II ss being executed by CTU for evacuation of Renewable energy from Khavda complex. The SCOD of the CTU substation is 2026-2027. Thus it is necessary to complete the above scheme in time matching schedule of 765/400/220kV Boisar-II ss. As the revised cost of this Project is also above the threshold limit of Rs. 500 Crore excluding land cost, considering the criticality and time bound execution of the scheme the committee after deliberations approved the execution of this Project through TBCB route. The Committee also asked STU to optimise the Project Schedule and take necessary steps for completion within 18 months in line with commissioning of associated CTU project.

The meeting ended with vote of thanks to the Chair.

Submitted for approval please.

If approved the minutes will be circulated to all the members of Empowered Committee.

Chief Engineer (STU)
17.1.25
O/C Coordinator/Member Secretary

SE/STU

ANNEXURE P/2

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

Maharashtra Government

Industries, Energy, Labour and Mines Department,

Government Decision No. Miscellaneous-0125/P.No.32/Energy-4,

Madam Cama Road, Hutatma Rajguru Chowk,

Mantralaya, Mumbai-400

032 Date: 12th February, 2025

Read:

1) Government Decision No. Sankar-2018/Pr.No.214/Energy-4 dated 04.01.2019

2) M.R.V.P.K.Mrya/S.K.A/5240 Dated- 13.08.2024

3) Government Decision No. Sankar 2018/P. No. 214/Energy-4 dated 21.08.2024

4) MSETCL/CO/STU/TBCB/५७४७ dtd. २३.०८.२०१२०

५) MSETCL/CO/STU/TBCB/५७४८ dated २३.०८.२०१२०

६) MSETCL/CO/CE/STU-TBCB/EC/६th/६७१३ etc. 27.09.2024

7) MSETCL/CO/CE/STU-TBCB/EC/७th/[illegible] etc. 12.12.2024

C) MSETCL/CO/CE/STU-TBCB/EC/6/0032 dtd. 01.01.2025

9) MSETCL/CO/CE/STU-TBCB/EC/6/0512 dtd. 17.01.2025

Preface :-

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

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

Government decision :-

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

Project-1- Transmission System Expansion Scheme in Maharashtra to remove transmission constraints in Pune Division-1

(765/400 KV Pune East)

A. number	Project details	route length (km)/capacity (MVA) (estimated)	Tender Process Coordinator
A 765	KV Aurangabad (PG) (Existing) Solapur (PG) (Existing) Overhead Double Current Line at 765 KV Pune (East) Loop in and Loop out	60 km	
b	765 KV Pune (East) (New) to 765 KV Pune-3 G.I.S. (Proposed) Overhead Double-Drain 765 KV Conduit	150 km	M/s PFC Consulting Ltd. (PFCCL)
K	At Pune (East) Substation (AIS), 2 x 1500 M. V. A., 765/400 K. V. ICT and 14 240 M. V. R. Bus Reactors installed at 765 K. V. level.	2 x 1500 M. V. A., 765 /400 K. V. ICT 765 K. V. Level 14 240 M.V.R. Bus Reactor	
D	400 KV Pune (East) (New) to Karjat (Existing) Overhead Double-Drain 400 KV Line	40 km	
etc	765/400 KV Pune (East) (New) to 400 KV Lonikand-1 (Existing) Overhead Double-Drain 400 KV Line	100 km	
F	400 KV Karjat and 400 KV Lonikand-1 at 400 KV Bay.	400 K. V. Karjat - 400. V. Channel (A.I.S.) Bay - 2 , Nos. 400 K. V. Lonikand -1-400. V. Channel (A.I.S.) Bay - 2 Nos.	
c	02 bays of land for 400 K.V. Vashi line at 765/400 K.V. Pune East		

Project-2- Transmission Expansion Scheme in Maharashtra to evacuate energy through renewable energy sources from Dharashiv,

Beed district (400 / 220 / 132 KV Vashi)

S.A.R.	Project details	route length (km)/capacity (MVA) (estimated)	Tender Process Coordinator
A	400 kV Vashi (New) to 765/400 kV Pune (East) (New) Overhead Double-Drain 400 kV Line	150 km	
b	400 K. V. At Vashi (New), 24 500 M. V. A., 400/220 K. V. ICT and 1 x 125 M. V. R. Bus Reactor installed at 400 K. V. level.	2x 500 M. V. A., 400/220 K.V. ICT 400 K. V. Level 1 x 125 M.V.R. Bus Reactor	M/s PFC Consulting Ltd. (PFCCL)
K	400 K. V. Vashi (New) to 220 K. V. Manjarsumba (Existing) Overhead Double-Drain 220 K. V. Conduit	35 km	
D	400 K. V. Vashi (New) to 220 K. V. Paranda (Existing) Overhead Double-Drain 220 K. V. Channel	40 km	
etc	24 300 M. V. A., 220 / 132 KV. ICT. Installation.	2 x 300 MVA, 220/132 kV ICT	
F	400 / 220 / 132 KV Vashi (New) to 132 KV Kalamb (Existing) Overhead Double-Drain 132 KV Channel	10 km	

c	Provision of duct space at 220 kV and 132 kV levels for future connection of solar power projects		

Project-3- Transmission Expansion Scheme in Maharashtra to supply power to Data Center in Navi Mumbai (765/400/220 kV Mahape)

S.A.R.	Project details	route length (km)/capacity (MVA) (estimated)	Tender Process Coordinator
A	765 K. V. Mahape (New) to 765 K. V. Padghe (PG) (Existing) Overhead Double-Drain 765 K. V. Conduit	60 km	M/s PFC Consulting Ltd. (PFCCL)
4	GIS- 4 x 1500 M. V. A., 765/400 KV. ICT and 1 x 240 M. V. R. Bus Reactor installed at 765 KV. V. level.	G.I.S. 4 x 1500 M. V. A, 765/400 K.V. ICT 765 K. V. Level 1 x 240 M.V.R. Bus Reactor	
K	GIS - 4 x 500 m. V.S.S. A., 400 / 220 KV. I.C.T. Establishment of.	GIS - 4 x 500 MVA, 400 / 220 kV ICT	
D	Space for conduit at 400 kV level for future connection of data center customers		
etc	Space for conduit at 220 kV level for future connection of data center customers		
F	765 KV Apta Substation Line for the site		

Project-4- To remove bottlenecks in the transmission system in Pune region and to supply power to data centers

Transmission expansion plan in Maharashtra-

400 KV Jejuri (Existing) to 400 KV Hinjewadi

S.A.R.	Project details	route length (km)/capacity (MVA) (estimated)	Tender Process Coordinator
A	400 KV Jejuri (existing) to 400 KV Hinjewadi, each with a capacity of 2000 MW, overhead double-circuit line	120 km	M/s REC Power Development and Consulting Ltd. (RECPDCL)

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

S.A.R.	Project details	Route Length (km)/ Capacity (MVA) (Estimated)	Tender Process Coordinator
A	400 KV Tarapur Kudus 2 overhead double-circuit line to be looped in and looped out at 400 KV Velgaon	1 km	M/s REC Power Development and Consulting Ltd. (RECPDCL)
b	220 KV Boisar Borivali overhead single line to be looped in and looped out at 400 KV Velgaon	3.65 km	
C 220	KV Dahanu - Ghodbunder overhead double-circuit line to be looped in and looped out at 400 KV Velgaon		
D	220 KV Dahanu Versova overhead single channel loop in loop out at 400 KV Velgaon		

etc	220 KV Boisar Versova overhead single line loop in loop out at 400 KV Velgaon		
F	G.I.S. 3 x 500 m. V.S.S. A., 400 / 220 KV. I.C.T. Establishment of.	GIS 3 x 500 MVA, 400 / 220 kV ICT	

02. The said 1) M/s PFC Consulting Ltd. (PFCCL) and 2) M/s REC Power Development and Consulting Ltd. (RECPDCL) are the Bid Process Co-ordinators (BPC) notified by the Central Government. Also, the appointment of the said Bid Process Co-ordinators shall be subject to the guidelines and conditions issued by the Ministry of Power, Government of India from time to time in this regard.

The said government decision has been made available on the Maharashtra Government website www.maharashtra.gov.in and its code is 202502121648083810. This government decision is being issued after being authenticated with a digital signature.

By order and in the name of the Governor of Maharashtra

Digitally signed by UDDHAV RABHAJI DAHIPHALE
Date: 2025.02.12 16:49:24 +05'30'

(N.R. Dahiphale) Joint

Secretary, Government of Maharashtra

per

1) Secretary to Hon'ble Governor, Raj Bhavan, Malabar Hill, Mumbai-400035

2) Additional Chief Secretary to Hon'ble Chief Minister, Maharashtra State, Mantralaya, Mumbai

3) Secretary to Hon'ble Deputy Chief Minister (Finance and Planning), Mantralaya, Mumbai

4) Secretary to Hon'ble Deputy Chief Minister (Urban Development), Mantralaya, Mumbai

5) Private Secretary to Hon'ble Minister/Minister of State, Energy, Mantralaya, Mumbai

6) Hon'ble Chief Secretary, Maharashtra State, Mantralaya, Mumbai.

7) Additional Chief Secretary (Energy), Industries, Energy, Labour and Mines Department, Mantralaya, Mumbai

8) Additional Chief Secretary, Planning Department, Mantralaya, Mumbai

9) Additional Chief Secretary, Finance Department, Mantralaya, Mumbai

10) Accountant General Accounts-1 (Audit), Maharashtra, Mumbai- 400 020

11) Accountant General Accounts-1 (Accounts and Licensing), Maharashtra, Mumbai- 400020

12) Accountant General Accounts-2 (Audit), Maharashtra, Nagpur

13) Accountant General Accounts-2 (Accounts and Licensing), Maharashtra, Nagpur

14) Chairman and Managing Director, Maharashtra State Electricity Transmission Company Limited. Prakashganga, Bandra-Kurla Complex, Bandra (East), Mumbai-400051

15) Chairman and Managing Director, Maharashtra State Electricity Distribution Company, Marya, Prakashgad, Bandra (East), Mumbai-400051

16) Chairman and Managing Director, Maharashtra State Power Generation Company, Marya, Prakashgad, Bandra (East), Mumbai-400051

17) Chief Engineer, State Transmission Undertaking, Maharashtra State Electricity Transmission Company, Prakashganga, Bandra (East), Mumbai-40005121.

18) Selection Committee (Energy-4), Department of Industries, Energy, Labour and Mines, Mantralaya, Mumbai.

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

(A wholly owned subsidiary of REC Ltd.)

GLOBAL INVITATION (Through e-bidding Only)

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

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

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

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

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

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

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

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

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

An Initiative of
Government of Maharashtra

Initiative Partner
State Transmission Utility Maharashtra

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

NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR REMOVAL OF TRANSMISSION CONSTRAINS IN PUNE REGION & PROVIDING SUPPLY TO DATA CENTRE LOADS

ISSUED BY

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

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

13.03.2025

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

Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" is issued by REC Power Development and Consultancy Limited.

This RFP document is issued to -

M/s. _____

_____

_____

_____

_____

Chief Executive Officer

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

Email: …….

Place: ……

Date: ……

Signature: ……

REQUEST FOR PROPOSAL NOTIFICATION

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

1. The Government of Maharashtra vide its Gazette Notification No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified REC Power Development and Consultancy Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Intra-State Transmission System for **"Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"** through tariff based competitive bidding process.

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

Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each) • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS)* • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)**	18 months

Note:
**Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed.*
*** space is available at 400 kV Hinjewadi substation for 4 indoor GIS bays in existing 400 kV GIS hall*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The RFP document shall be issued to the Bidders on any working day from 13.03.2025 to 15.05.2025 between 1030 hours (IST) to 1600 hours (IST). The BPC, on written request and against payment of the above mentioned fee by any Bidder shall promptly dispatch the RFP document to such Bidder by registered mail/ air mail. BPC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.

10. **Receipt and opening of Bid:** The Bid must be uploaded online through the electronic bidding platform on or before 1500 hours (IST) on 16.05.2025. Technical Bid will be opened by the Bid Opening Committee on the same day at 1530 hours (IST) in the office of Maharashtra STU, in the online presence of Bidders' representatives who wish to attend. If the Bid Deadline is a public holiday at the place of submission of Bid, it shall be opened on the next working day at the same time and venue. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI. Bidders meeting the Qualification Requirements, subject to evaluation as specified in Clause **3.2** to **3.4** shall be declared as "Qualified Bidders" and eligible for opening of Initial Offer.

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

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

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

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

DISCLAIMER

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

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

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

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

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

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

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

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

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

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

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

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DEFINITIONS

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

The following terms are defined for use in this RFP:

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

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

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

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

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

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

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

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

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

"Bid Bond" shall mean the unconditional and irrevocable bank guarantee for Rupees Four Crore and Eighty Lakh (Rs. 4.80 Crore) only, to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14**;**

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

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

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

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

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

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

"Central Government" shall mean the Government of India;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Nodal Agency" shall mean Maharashtra STU;

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

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

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

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

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

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

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

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

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

"State Government" shall mean the Government of Maharashtra ;

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

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

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

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

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

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

"Transmission Charges" shall mean the Final Offer 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 System User 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 System User and the TSP, pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project on a commercial basis;

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

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

SECTION – 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

1.1 The Government of Maharashtra vide its Gazette Notification No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified REC Power Development and Consultancy Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Intra-State Transmission System for **"Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"** through tariff based competitive bidding process.

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

1.2 The TSP will be required to establish the following Intra State Transmission System for "**Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads "** (hereinafter referred to as 'Project') on build, own, operate and transfer basis, and to provide transmission service.

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each) • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS)* • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)**	18 months

Note:
**Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed.*
*** space is available at 400 kV Hinjewadi substation for 4 indoor GIS bays in existing 400 kV GIS hall*

1.3 Project Description

The scheme is proposed to create additional source point to 400 kV Network in Pune Ring main in order to address the transmission system constraint in Pune Ring Main

The Scheme will enhance power transmission capacity, improve reliability of State's Power Transmission Infrastructure in Pune Ring Main.

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

1.4 Transmission Grid Map

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

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

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

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

1.6 **Brief Scope of Work**

1.6.1 **Scope of Transmission Service Provider**

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

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

of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report.

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

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

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

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

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

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

BPC's scope of work is briefly outlined herein under:

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

1. Provide to the Bidders a Survey Report for the Project at least forty five (45) days prior to the Bid Deadline. The Survey Report shall include the suggested route with approximate route length, type of terrain likely to be encountered and its likely implication in terms of Right of Way (ROW), statutory clearances, location of substations or converter stations and land area to be acquired for the substation or converter station.
2. To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the State Government at least twenty (20) days prior to Bid Deadline.
3. To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations, if required.
4. To initiate process of seeking forest clearance, if required
5. The BPC shall intimate to the Bidders, the Acquisition Price payable by the Selected Bidder to the REC Power Development and Consultancy Limited for the acquisition of one hundred percent (100%) of the equity shareholding of …….. [Insert the name

of SPV], along with all its related assets and liabilities at least twenty (20) days prior to the Bid Deadline.

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

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

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

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

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

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

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

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

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

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

SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

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

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

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

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

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

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

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

OR

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

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

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

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

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

2.1.3.1 The Bidder must fulfill following financial requirements:

A. Networth:

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

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

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

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

A. Networth

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Submission of Bid by the Bidder

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

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

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

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

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

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

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

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

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

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

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

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

2.2.5 Bid submitted by a Bidding Company

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

2.3 Clarifications & Pre-Bid Meeting

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

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

address of this would be intimated later.

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

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

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

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

2.4 Amendment of RFP

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

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

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

2.5 The Bidding Process

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

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

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

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

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

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

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

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

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

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

2.5.1 Bid Formats

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

2.5.2 Technical Bid comprising of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    OR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Financial Bid shall comprise of: (i) the Initial Offer; and (ii) the Final Offer. The Initial Offer is required to be submitted along with the Technical Bid. It is hereby clarified that the Financial Bid will comprise of two rounds. In the first round the Initial Offer of the responsive bids would be opened and Quoted Transmission Charges of Initial Offer shall

be ranked on the basis of ascending order for determination of the Qualified Bidders as provided in Section-III of RFP.

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

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

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

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

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

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

c. Annexure 21 duly digitally signed by authorized signatory.

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

2.5.5 Transmission Charges

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

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

2.5.6 Bidders may note that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. Annul the bid process; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.8 Minimum Equity holding/Equity Lock-in

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

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

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

Company. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

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

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

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

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

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

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

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

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

2.6 Project Schedule

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

S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	18 Months	100%	Nil

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 1500 Hrs (IST) on 16.05.2025. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.

2.7.2. Important timelines are mentioned below:

Date	Event
13.03.2025	Issuance of RFP
02.04.2025	Submission of written clarifications/amendments, if any, on the RFP / RFP Project Documents by Bidders so as to reach BPC by 1700 hours. Such written clarifications/amendments shall be in the format provided in Annexure-20.
04.04.2025	Pre-Bid meeting(s)
21.04.2025	Issue of written clarifications and revised RFP documents
01.05.2025	Issue of final RFP Project Documents
16.05.2025	Submission of Bid (Online submission of Bid through electronic bidding portal)
16.05.2025	Opening of Technical Bid

Date	Event
26.05.2025	Shortlisting and announcement of Qualified Bidders on bidding portal
27.05.2025	Opening of Financial Bid - Initial Offer
28.05.2025	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
02.06.2025	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer
05.06.2025	Selection of Successful Bidder and issue of LOI
16.06.2025	Signing of RFP Project Documents and transfer of …….. [Insert the name of SPV]

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

2.8 Validity of the Bid

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

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

2.9 Method of Submission

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

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

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

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

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

2.10 Preparation cost

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

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

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

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

2.11 Bid Bond

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

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

- Bidder withdraws during the period of Bid Validity as specified in this RFP or as extended by mutual consent of the respective Bidder(s) and the BPC
- Failure to execute the Share Purchase Agreement as per the provisions of Clause 2.15.2; or

- Failure to furnish the Contract Performance Guarantee as per Clause 2.12; or

- Failure to acquire one hundred percent (100%) equity shares of …….. [Insert the name of SPV], along with all its related assets and liabilities, in accordance with the provisions of Clause 2.15.2; or

- Failure to comply with the provisions of Clause 2.15.5 and Clause 2.15.6, leading to annulment of the award of the Project.

- Bidders submitting any wrong information or making any misrepresentation in their Bid as mentioned in Clause 2.5.6.

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

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

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

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

2.12 Contract Performance Guarantee

2.12.1. Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission System User the Contract Performance Guarantee for an amount of Rs. 12.00 Crore (Rupees Twelve Crore Only). The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17.

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

2.13 Opening of Bids

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

Opening of Envelope (Technical Bid): 1530 hours (IST) on 16.05.2025.

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

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

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on 27.05.2025 in the office of Maharashtra STU.

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

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

Information to be provided after opening of Initial Offer:

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

2.14 Enquiries

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

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

2.15 Other Aspects

2.15.1. The draft of the Transmission Service Agreement has been attached to this RFP. In addition to above, the following documents have also been attached to this RFP:

a) Share Purchase Agreement

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

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

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

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

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

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

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

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

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

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

i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Long Term Transmission System User,
ii. all rights and obligations of …….. [Insert the name of SPV], shall be of the TSP,

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

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

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

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

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

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

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

2.16 Confidentiality

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

a) to their professional advisors;

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

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

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

2.17 Right of the BPC to reject any Bid

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

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

2.19 Fraudulent and Corrupt Practices

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

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

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

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

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

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

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

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

SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

SECTION 3

1. EVALUATION OF BID

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

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

3.2. STEP I – Responsiveness check

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

a) Technical Bid that are incomplete.

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

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

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

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

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

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

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

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

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

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

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

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

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

o) Bidder having Conflict of Interest

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

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

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

s) Bid being conditional in nature.

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

3.3. STEP II - Compliance with submission requirements

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

3.4. STEP III -Evaluation of Technical Bid

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

3.4.1. Interpolation of financial data.

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

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

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

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

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

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

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

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

3.5. STEP IV - Evaluation of Financial Bids

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

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

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

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

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

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

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

3.6. STEP V - Bidder Selection

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

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

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

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

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

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

3.7. Misrepresentation by the Bidder

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

3.8. Disposition of Technical Bid

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

- Technical Bid that is incomplete.

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

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

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

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

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

SECTION - 4

ANNEXURES FOR BID

SECTION – 4

I. Formats for Bid

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

Technical Bid

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

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

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

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

Financial Bid

21. Format for Financial Bid

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

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

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

ANNEXURE 1 - COVERING LETTER

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

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

To,

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

Dear Sir,

Sub: **Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through tariff based competitive bidding process.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Bid Bond

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

15. Acceptance

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

16. Familiarity With Relevant Indian Laws & Regulations

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

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

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

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

Thanking you,

Yours sincerely,

…….

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

Name: ……
Designation: ……
Address: ……

Date: …….
Place: ……

Company Rubber Stamp

ANNEXURE 2 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

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

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

To,

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

Dear Sir,

Sub: **Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through tariff based competitive bidding process.**

We, the undersigned Member of …… (Insert name of the Bidding Consortium) have read, examined and understood the RFP document for the short-listing of Bidders as prospective TSP for "**Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"** through tariff based competitive bidding process. We hereby confirm our concurrence with the Bid including in particular the Consortium Agreement submitted by …… (Insert name of the Lead Member) in response to the RFP document.

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

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

name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be). [Insert if applicable]

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

The details of contact person are furnished as under:

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

Dated the ……. day of ……. of 20…

Thanking you,

Yours faithfully,

……
(Signature)

Name: …….
Designation: …….

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

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

POWER OF ATTORNEY

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

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

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

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

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

……..
(Signature)

Name: …….
Designation: …….

Accepted

……..……
(Signature of the Attorney)

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

Specimen signatures of attorney attested by the Executant

……
(Signature of the Executant)

……..
(Signature of Notary Public)

Place: ……
Date: ……

Notes:

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

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

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

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

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

POWER OF ATTORNEY

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

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

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

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

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

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

For and on behalf of
Consortium Member

……

(Signature of the Authorized Signatory)

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

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

Accepted
Specimen signatures of attorney attested

…….
(Signature)

……

……

(Signature of Notary Public)
……

(Name, Designation and Address of the Attorney)

Place: ……
Date: …….

Notes:

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

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

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

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

1. Corporate Details:

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

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

Name: ……

Address: ……
……
……

Website Address: ……..

Country of Origin: ……

b. Year Organized: ……..

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

d. Status as a Bidder:

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

Note: tick the applicable serial number

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

……
……
……

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

g. Telephone Number: …….

h. Email Address: …….

i. Telefax Number: …….

j. Please provide the following documents:

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

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

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

2. Details of Ownership Structure:

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

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

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

Notes:

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

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

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

……..
(Stamp)

Date: ……
Place: ……

FORMAT FOR AUTHORISATION

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

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by **_____[Name of BPC]** to verify our Bid for selection of Bidder as Transmission Service Provider for "**Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"** through tariff based competitive bidding process or regarding our project development experience, financial standing and general reputation.

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

.....
(Signature)

Name of Authorized Signatory: …….

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

Place: ……
Date: ……

……..
(Company rubber stamp/seal)

…….
(Signature of Notary Public)

Place: ……
Date: ……

ANNEXURE 6 - FORMAT FOR CONSORTIUM AGREEMENT

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

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

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

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

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

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONSORTIUM AGREEMENT:

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

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

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

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

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

.....
(Signature of authorized signatory)

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

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

.....
(Signature of authorized signatory)

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

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

Place: …….
Date: …….

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

Appendix 1 to the Consortium Agreement:

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

ANNEXURE 7 A - FORMAT FOR QUALIFICATION REQUIREMENT

A. NET WORTH

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through tariff based competitive bidding process

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

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

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

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

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

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

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

Member – I (Lead Member)

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

i. Name of Member: .....

ii. Total Networth requirement: Rs …… Crore

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

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

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

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

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

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

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

Yours faithfully

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

Name: …….
Date: …….
Place: …….

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

Name: …….
Date: …….
Place: …….

Date: …….

Notes:

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

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

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

ANNEXURE 7B - FORMAT FOR TECHNICAL REQUIREMENT

To,

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through tariff based competitive bidding process

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Company (which has executed the project at (3)) whose technical capability has	Relationship** with Bidding Company / Lead Member	Project name	Nature of Project (EPC, Turnkey etc)	Relevant Infrastructure sector	Date of award of contract (in dd/mm/yy)	Date of Completion / Commissioning	Payment received (Rs. Crore)

been used for Qualification Requirement							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
……		……. Project 1					
……		…….					
……		…….					
	Total (Rs. Crore)						

Yours faithfully

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

Name: ……..
Date: ……..
Place: ……..

……
(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)
Name: ……..
Date: ……..
Place: ……..

Date: …….

Notes:

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

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

2. In case the accounts for the financial year in which the project claimed for meeting qualification requirement has been commissioned are not audited, the Bidder shall

give declaration in this regard duly certified by its statutory auditor. In such a case, Bidder shall provide details of computation of capital expenditure of such project(s) duly certified by Statutory Auditor of the project company and the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed shall be capitalized in the books of accounts upon finalization.

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

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

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

To,

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through tariff based competitive bidding process

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

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

NOTES:

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

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

iii. In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Bidding Company / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.
iv. Relationship of Parent / Affiliate with Bidding Company / Member of Consortium to be at the most seven (7) days prior to the Bid Deadline (as per Clause 2.1.4 of RFP)

Yours faithfully

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

Name: ……
Date: ……
Place: ……

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

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

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

……..…….

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

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

i. Financial capability (Attachment 1):

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

ii. Technical capability (Attachment 2):

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

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

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

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

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

- Project model, i.e., BOO, BOOT, BOOM;

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

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

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

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

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

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

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

iii. Attachment-3:

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

For and on behalf of Bidding Company/Consortium

M/s…….

…….
(Signature of authorized signatory)

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

ANNEXURE 8 -UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidders' Undertakings

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

Date: .....

To,

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

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads".

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

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

2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of the RFP and the TSP shall also comply with the provisions contained in the MERC (Transmission Open Access) Regulations, 2016 and as amended from time to time.

3. We give our unconditional acceptance to the RFP dated 13.03.2025 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

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

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

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

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

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

S. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each) • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS)* • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)**	18 Months	100%	Nil

Note:
**Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed.*
*** space is available at 400 kV Hinjewadi substation for 4 indoor GIS bays in existing 400 kV GIS hall*

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

Scheduled COD for the Project: 18 Months from Effective Date

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:
   a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory.
   b. Financial Bid is unconditional.
   c. Only one Financial Bid has been submitted.

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found

to be incorrect after our acquisition of …… (Insert the name of SPV), pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.

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

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

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

Note:

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

Format 2: Details of equity investment in Project

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

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

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

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

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

Members of the Consortium or the Bidding Company making investment in the equity of the _____[Name of SPV] themselves to fill in their own names in the column (3)

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

Signature of authorized signatory

Name: …….

Designation: ……...

Date…….

Company rubber stamp

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

[On the Letter Head of the Parent /Affiliate]

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

To

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

Dear Sir,

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

We refer to the RFP dated 13.03.2025 ('RFP') issued by you for selection of Bidder as Transmission Service Provider for "**Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads**".

We confirm that M/s. ……. (Insert name of Bidding Company/ Consortium Member) has been authorized by us to use our technical and/or financial capability [strikeout whichever is not applicable] for meeting the Qualification Requirements for "_____[Name of Project]**"**.

We have carefully read and examined in detail the RFP including in particular, Clause 2.1.4 of the RFP, and we are also submitting legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s……..…. (Insert Name of Bidding Company / Consortium Member), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.
For and on behalf of M/s……. (Insert Name of Parent / Affiliate)

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

Name: …….
Date: …….
Place: …….

Notes:

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

ANNEXURE 10- FORMAT OF UNDERTAKING BY TECHNICALLY / FINANCIALLY EVALUATED ENTITY / ULTIMATE PARENT COMPANY

[On the Letter Head of the Technically / Financially Evaluated Entity / Ultimate Parent Company]

Name: …….

Full Address: ……

Telephone No.: ……

E-mail address: ……

Fax/No.: ……..

To:

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

Sub: <u>Undertaking for equity investment</u>

Dear Sir,

We refer to the Request for Proposal dated 13.03.2025 ('RFP') issued by you regarding setting up of Intra-State transmission system for _____[Name of Project] Project on build, own, operate and transfer basis.

We have carefully read and examined in detail the RFP and the RFP Project Documents, including in particular, Clause 2.1.4 of the RFP and Clauses 2.5.2 and 2.5.8 of the RFP, regarding submission of an undertaking regarding the investment in the equity share capital of _____[Name of SPV] and provisions for minimum equity holding and equity lock-in. We have also noted the amount of the equity investment required to be made in …… (Insert the name of SPV) _____ [Name of SPV] by the ……. [Insert the name of the Bidder or the Consortium Member] for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of ……[Insert the name of the Bidder or the Consortium Member] to invest in full or in part, in the equity share capital of _____[Name of SPV] as specified in the Bid, we shall invest the said amount not invested by……..[Insert the name of the Bidder or the Consortium Member] in _____[Name of SPV] by purchase of existing shares or subscribing to the new shares of _____[Name of SPV], as stipulated by you.

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

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

Certified as true.

……..

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

Note:

1. Wherever required, extract of the charter documents and documents such as a Board resolution should be submitted for verification.

ANNEXURE 11 - FORMATS FOR BOARD RESOLUTIONS

Format 1
Format of the Board resolution for the Bidding Company / each Member of the Consortium / investing Affiliate / Parent Company / Ultimate Parent Company, where applicable

[Reference Clause 2.5.2 of the RFP and the illustrations in Annexure 11A]

[Note: The following resolution no.1 needs to be passed by the Boards of each of the entity/(ies) making equity investment]

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

1. RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of…….% (……per cent) of the total equity share capital of _____[Name of SPV] representing the entire amount proposed to be invested by the company for the transmission system for _____[Name of Project], partly by acquisition of the existing equity shares from _____[Name of BPC] and / or partly by subscribing to the new equity shares, as per the terms of the RFP.

[Note: Equity investment obligations by the Bidding Company/each Member of the Bidding Consortium/investing Affiliate or Parent or Ultimate Parent should add up to 100%.]

[Note: In the event the Bidder is a Bidding Consortium, the following Board resolution no. 2 also needs to be passed by the Lead Member of the Bidding Consortium]

2. RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the ;……. percentage (__%) limit to the extent becoming necessary towards the total equity share in the _____[Name of SPV], obligatory on the part of the company pursuant to the terms and conditions contained in the Consortium Agreement dated …….executed by the company as per the provisions of the RFP.

[Note: In the event, the investing entity is an Affiliate or Parent or Ultimate Parent of the Bidder, the following Board resolution no. 3 shall also be passed by the Bidder]

3. FURTHER RESOLVED THAT the Board hereby acknowledges the Board Resolution(s) passed by the…….. [Name of the Affiliate(s)/ Parent / Ultimate Parent] regarding the investment of…….(….%) of the equity share capital requirements of _____[Name of SPV], which is to be invested by the …….[Name of the Affiliate(s)/ Parent / Ultimate Parent] for the _____[Name of SPV], partly by acquisition of the existing equity shares from _____[Name of BPC] and partly by subscribing to the new equity shares, as per the terms of the RFP.

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

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

Certified True Copy

Company rubber stamp to be affixed

[Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole Time Director/ Manager (supported by a specific board resolution) of the Bidding Company or the Lead Member of Consortium.

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidding Company, each Member of the Bidding Consortium.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.]

Format 2

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

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

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

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

Certified True Copy

Company rubber stamp to be affixed

Note:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Bidding Company or Lead Member of the Consortium.

2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

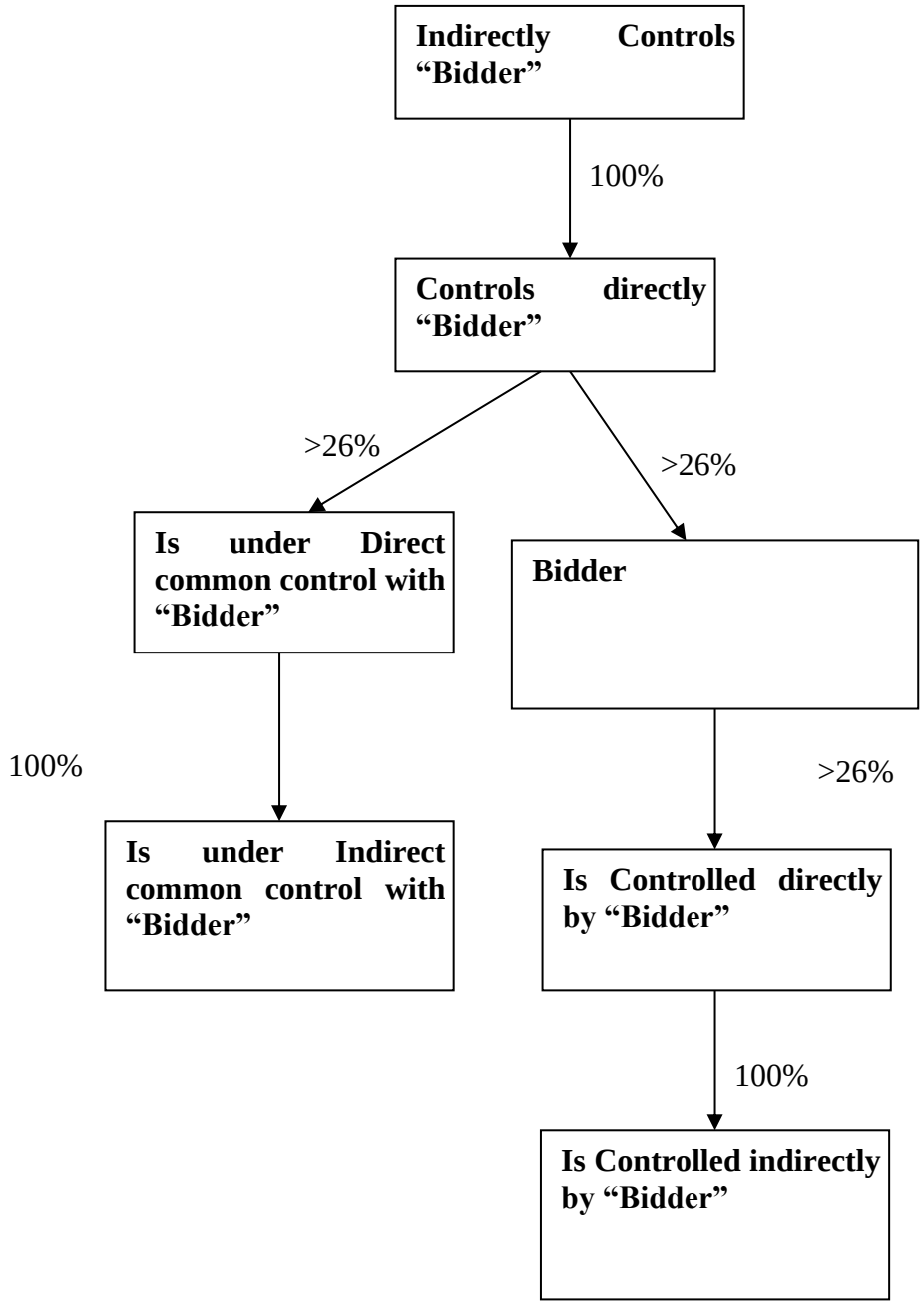
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

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

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
Bidder himself for 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1, 2 and 4 from the Bidder	None
Bidder himself for 100% equity	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1, 2, and 4 from the Bidder b) Format 2 of Annexure 11 by either Technically/ Financially Evaluated Entity(ies) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then Format 2 need not be provided.	Yes, by either Technically / Financially Evaluated Entity(ies) Affiliate(s) whose credentials have been used, or Ultimate Parent. Provided, if the Bidder himself is the Ultimate Parent, then the undertaking need not be provided.
Bidder himself + others (Affiliate and/or Parent Company and/or Ultimate Parent) in aggregate holding 100% equity	None	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and4 from the Bidder. b) Format 1 of Annexure 11 - Resolution: 1 from the Affiliate and /or Parent and /or Ultimate Parent investing in the equity	None
Bidder himself + others (Affiliate and/or Parent Company	Affiliate and/or Parent Company and/or Ultimate Parent	a) Format 1 of Annexure 11 - Resolution: 1,2, 3 and 4 from the Bidder. b) Format 1 of Annexure 11 -	Yes, by either Parent/ Affiliate(s) whose credentials have been used, or Ultimate Parent

Investor in the TSP	Entities (other than Bidder) whose credentials (financial and/or technical) used by the Bidder for meeting RFP criteria	Applicable Board Resolutions	Requirement of Undertaking (Annexure 10)
and/or Ultimate Parent) in aggregate holding 100% equity		Resolution: 1 from the Affiliate and/or Parent and/or Ultimate Parent investing in the equity c) Format 2 of Annexure 11 by either Parent / Affiliate(s) whose credentials have been used and /or Ultimate Parent investing in the equity	

ANNEXURE 12 - FORMAT FOR ILLUSTRATION OF AFFILIATES



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

ANNEXURE 13 - FORMAT FOR DISCLOSURE

[On the letter head of Bidding Company / Each Member in a Bidding Consortium]

Date: ……

DISCLOSURE

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

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

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

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

Certified as True

……..
(Signature)

Name: .....

Signature & Name of authorized signatory of the Company and Stamp

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

ANNEXURE 14 - FORMAT OF THE BID BOND

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

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

In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Intra-State transmission system for _____[Name of Project] on build, own, operate and transfer basis, in response to the RFP dated _____ issued by _____[Name of BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of …….....[Insert the name of the Bidder] as per the terms of the RFP, the [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from _____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore),on behalf of M/s…….[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including …… [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore). Our Guarantee shall remain in force until ……..[Date to be inserted on the basis of Clause 2.11 of this RFP]. _____[Name of BPC] or its authorized representative shall be entitled to invoke this Guarantee until …… [Insert Date, which is three sixty five days (365) days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from _____[Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to _____[Name of BPC] or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require _____[Name of BPC] or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against _____[Name of BPC] or its authorized representative in respect of any payment made hereunder.

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly _____[Name of BPC] or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of three hundred sixty five (365) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if _____[Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this…….. day of ..... at……

Witness:

1……. Signature: ……..
Name and Address Name: ……..……..

2. …….. Designation with Stamp:
Name and Address

Signature …….

Attorney as per power of attorney

No.……

For:
…… [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this……day of……. 20……..

Notes:

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

~~**ANNEXURE 14 A- FORMAT OF THE BID SECURITY DECLARATION [VALID TILL RFP ISSUED ON OR BEFORE 31.12.2021]**~~

ANNEXURE 15 - FORMAT FOR CONTRACT PERFORMANCE GUARANTEE

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

In consideration of the …… [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated …… and the other RFP Project Documents and the Long Term Transmission System User and ……_[Name of BPC], agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the……[Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Long Term Transmission System User at…… [Insert Place and Address of the Long Term Transmission System User indicated in TSA] forthwith on demand in writing from the Long Term Transmission System User or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees……Crores (Rs…….) only [Insert the amount of the bank guarantee] on behalf of M/s…… [Insert name of the Selected Bidder / SPV].

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

Our liability under this Guarantee is restricted to Rupees ……. Crores (Rs……) only. Our Guarantee shall remain in force until…… [Insert the date of validity of the Guarantee as per Clause 2.12.1 of the RFP]. The Long Term Transmission System User shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission System User, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission System User.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____[Name of SPV], …… [Insert name of the Selected Bidder], ……. [Insert name of the TSP] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission System User to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission System User in respect of any payment made hereunder.

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

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission System User shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against _____[Name of SPV] or the Selected Bidder, to make any claim against or any demand on _____[Name of SPV] or the Selected Bidder, as the case may be, or to give any notice to _____[Name of SPV] or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission System User or to exercise, levy or enforce any distress, diligence or other process against ……_[Name of SPV] or the Selected Bidder, as the case may be.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees ……..Crores (Rs ……..) only and it shall remain in force until [Date to be inserted on the basis of Article 3.1.2 of TSA], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by…… [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission System User serves upon us a written claim or demand.

In witness where of:

Signature……..

Name: ……

Power of attorney No.: ……...

For:

…… [Insert Name of the Bank]
Banker's Seal and Full Address, including mailing address of the Head Office

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

ANNEXURE 16 – FORMAT OF CHECKLIST FOR TECHNICAL BID SUBMISSION REQUIREMENTS

[This format needs to be duly filled in, signed by the authorized signatory of the Bidder (Bidding Company / Lead Member in case of a Bidding Consortium) and submitted along with the Bidder's Technical Bid]

Technical Bid Submission Requirements	Response (Yes / No)
1. Format for the Covering Letter on the letterhead of Bidding Company or Lead Member of the Consortium, as applicable; 2. Format for Letter of Consent from each Consortium Member, including Lead Member, on their respective letterheads; 3. Format for evidence of authorized signatory's authority ; 4. Board resolution from the Bidding Company / Lead Member of the Consortium in favour of the person executing the Power of Attorney as per **Annexure 3**; 5. Power of Attorney from each Consortium Member in favour of Lead Member to be provided by each of the other Members of the Consortium as per **Annexure 4**; 6. Board Resolution from each Member of the Consortium, other than the Lead Member, in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats; 7. Format for Bidder's composition and ownership structure, along with status of equity holding (owning ten percent or more of the total paid up equity) not earlier than thirty (30) days prior to the Bid Deadline as per **Annexure 5**; 8. Consortium Agreement duly signed as per **Annexure 6**, along with Appendix-1, indicating the responsibilities and obligations of each Member of the Consortium; 9. Format for Qualification Requirement: a. Calculation sheets, detailing computation of Networth considered for meeting Qualifying Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / each Member in case of a Bidding Consortium / FEE in cases where credentials of FEE is taken; b. Calculation sheets, detailing computation of capital expenditure of projects and revenue received in construction projects considered for meeting Qualification Requirements, duly signed and stamped by the Statutory Auditor of the Bidding Company / Lead	

Technical Bid Submission Requirements	Response (Yes / No)
Member in case of Bidding Consortium / TEE in cases where credentials of TEE is taken; c. Last financial year unconsolidated / consolidated audited annual accounts / statements, as the case may be, of the Financially Evaluated Entity / Technical Evaluated Entity d. Unconsolidated audited annual accounts of both the TEE and the Bidding Company/Lead member, as applicable, from the financial years in which financial closure was achieved till the financial year in which the said project was completed / commissioned.	
10. Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company Secretary of Bidding Company or each Member in case of a Consortium including Lead Member.	
11. Attachment of **Annexure 7(D)**, detailing projects completed / commissioned and for which commercial operation has commenced including Executive Summary for each project.	
12. For each project listed in the attachment above, certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory in support of technical capability as defined in Clause 2.1.2 of RFP.	
13. Authority letter in favour of BPC from the Bidder/every Member of the Consortium authorizing the BPC to seek reference from their respective bankers & others.	
14. Authorization from Parent / Affiliate of Bidding Company / Member of Bidding Consortium whose technical / financial capability has been used by the Bidding Company / Member of Bidding Consortium.	
15. Initialing of all pages of Technical Bid by the Authorized Signatory in whose favour the POA (**Annexure 3**) has been executed.	
16. Format for Illustration of Affiliates at the most seven (7) days prior to the Bid Deadline, duly certified by Company Secretary and supported by documentary evidence.	
17. Certified copy of the Register of Members / Demat Account Statement, Share Certificate, Annual Return filed with ROC	

Technical Bid Submission Requirements		Response (Yes / No)
	etc. submitted as documentary evidence along with **Annexure 12**.	
18.	Format for Disclosure by Bidding Company / each Member of the Consortium.	
19.	Format for Affidavit by the Bidding Company / each Member of the Consortium	
20.	Format for Authorization submitted in Non-Judicial stamp paper duly notarized.	
21.	Bidders Undertaking and details of Equity Investment	
22.	Proof of Payment of RFP Fees	
23.	Bid Bond/ ~~Bid Security Declaration (As applicable)~~	
24.	Board Resolution as per Annexure 11 (If required)	

[**Note:** The checklist is not exhaustive. Bidders are required to submit all the information/documents as per requirement of RFP]

For and on behalf of Bidder

M/s. …….

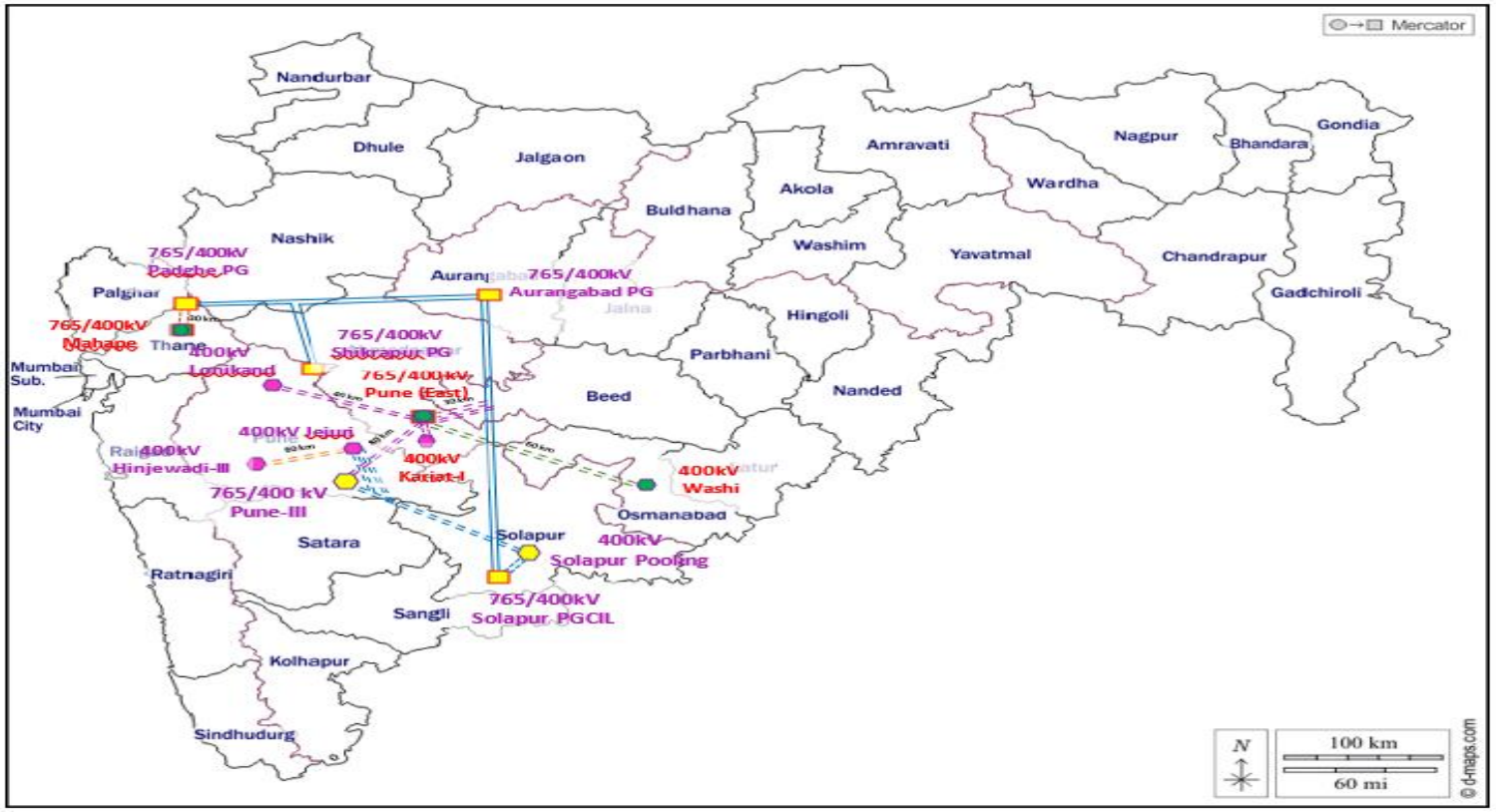
……..
(Signature of authorized signatory)

ANNEXURE 17 – LIST OF BANKS

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

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

ANNEXURE 18 - GRID MAP OF THE PROJECT



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

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

Signature ……

Name……...

For

Bidder's Rubber Stamp and Full Address.

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

ANNEXURE 20 - LIST FOR RFP PROJECT DOCUMENTS

ENCLOSURE 1: TRANSMISSION SERVICE AGREEMENT (Provided separately)

ENCLOSURE 2: SHARE PURCHASE AGREEMENT (Provided Separately)

……..

[To be inserted by the BPC]

ANNEXURE 21 - FORMAT FOR FINANCIAL BID

[To be uploaded online]

Quoted Transmission Charges ……..

Notes

1. The Bidders are required to ensure compliance with the provisions of Clause 2.5.3 of this RFP.

2. Quotes to be in Rupees Millions and shall be up to two (2) decimal points.

3. The contents of this format shall be clearly typed.

4. The Financial Bid shall be digitally signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.

5. Ensure only one value for annual Transmission Charges is quoted. The same charge shall be payable every year to TSP for the term of TSA.

ANNEXURE 22 – FORMAT FOR AFFIDAVIT

[On non-judicial stamp paper. Foreign companies submitting bids are required to follow the applicable law in their country]

AFFIDAVIT

We [including any of our Affiliate and Consortium Member & any of its Affiliate], hereby declare that as on Bid Deadline:

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

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

We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of our Consortium Member or Affiliate or Parent or Ultimate Parent or Affiliate] or CEO or any of our directors/ manager/key managerial personnel of the Applicant /Consortium Member or their Affiliates.

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

We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our BID / Letter of Intent / contract (if entered) would stand rejected / recalled / terminated, as the case may be.

…….
Signature and Name of the authorized signatory of the Company Bidding Company / Lead Member of the Bidding Consortium

……..
(Signature of Notary Public)

Place:……

Date:……

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

ANNEXURE 23 – LIST OF LONG TERM TRANSMISSION SYSTEM USER

Sl. No.	Name of the Long Term Transmission System User	Address of Registered Office	Allocated Transmission Capacity as per MERC Order in Case No. 239 of 2022 (in MW)*	Percentage share computed based on Allocated Transmission Capacity as per MERC Order in CASE No. 239 of 2022*
1	Maharashtra State Electricity Distribution Company Limited	Prakashgad, Plot No. G-9, Dr. Anant Kanekar Marg, Bandra (East), Mumbai – 400 051	23060.61	86.019%
2	Tata Power Company – Distribution	Backbay Receiving Station, 148, Lt. Gen. J. Bhosale Marg, Nariman Point, Mumbai – 400 092	883.13	3.294%
3	Adani Electricity Mumbai Limited – Distribution	AEML, CTS 407/A (New), 408 Old village, Eksar Devidas Lane, Off SVP Road, Near Devidas Telephone Exchange, Borivali (East), Mumbai – 400 051	1577.10	5.883%
4	Brihanmumbai Electric Supply and Transport (Undertaking)	Best Bhavan, Best Marg, Colaba, Mumbai – 400 001	802.07	2.992%
5	Indian Railways	Central Railway H.Q., 2nd Floor, Parcel office Building, Mumbai, CST – 400 001	417.42	1.557%
6	Mindspace Business Park Private Limited	Plot No. C-30, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai – 400 051	14.00	0.052%
7	Gigaplex Estate Private Limited	Raheja Tower, Plot No. C-30, Block-G, BKC, Bandra €, Mumbai – 400 051	5.50	0.021%
8	KRC Infrastructure and	Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla	6.50	0.024%

Sl. No.	Name of the Long Term Transmission System User	Address of Registered Office	Allocated Transmission Capacity as per MERC Order in Case No. 239 of 2022 (in MW)*	Percentage share computed based on Allocated Transmission Capacity as per MERC Order in CASE No. 239 of 2022*
	Projects Private Limited	Complex, Bandra (E), Mumbai – 400 051		
9	Nidar Utilities Panvel Limited Liability Partnership	12th Floor, Knowledge park bld, Hiranandani Business Park, Powai, Mumbai – 400 076	5.50	0.021%
10	Maharashtra Airport Development Corporation	8th Floor, World Trade Centre I, Cuffe Parade, and Mumbai-400005.	16.00	0.060%
11	EON Kharadi Infrastructure Private Limited Phase-1	Tech Park One, Tower E, Sr. No. 191/A/2A/1/2, Next to Don Bosco School, Off. Airport Road, Yerwada, Pune.	10.00	0.0037%
12	EON Kharadi Infrastructure Private Limited Phase-2	Tech Park One, Tower E, Sr. No. 191/A/2A/1/2, Next to Don Bosco School, Off. Airport Road, Yerwada, Pune.	8.00	0.030%
13	Jawaharlal Nehru Port Trust	Administration Building, Nhava Sheva, Uran, Navi Mumbai - 400 707	2.00	0.007%
14	Laxmipati Balaji Supply Chain Management Ltd.	205 and 206(Part), level 2, Ceejay House, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai 400018	0.95	0.004%

**Likely to change in MYT Order to be issued by MERC*

While the bidding is being done on the basis of existing Standard Bidding Documents (SBDs), and the list of LTTSU is being provided as per the format of the existing SBDs, it is clarified that

the transmission charges will be shared and recovered as per the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as amended from time to time. Regulation 83 and Regulation 84 of the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 provides for "Determination of Intra-State Transmission Tariff" and "Sharing of Total Transmission System Cost by long-term Transmission System Users".

Note: The above list of Long-Term Transmission Customers subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA.

The new Long-Term Transmission Customers shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 11 to the TSA.

ANNEXURE A

Technical Details with respect to electronic bidding

Registration Methodology

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

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

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

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

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

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

tsp@mstcindia.co.in

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

Contact persons of MSTC Limited: **Mr. Setu Dutt Sharma, 7878055855**

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

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

ANNEXURE B

Draft Pre-Award Integrity Pact

[Can be suitably modified by BPC]

GENERAL

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

WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP) to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads , who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service.

WHEREAS the Bidder is a Private Company/Public Company/Government Undertaking/ Partnership, constituted in accordance with the relevant law in the matter and the BPC is a Public Sector Undertaking (PSU) performing its function on behalf of the Ministry of Power, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings during the complete bidding process with a view to:-

Enabling the BPC to select the bidder as TSP in conformity with the defined procedures by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidder to abstain from bribing or indulging in any corrupt practice in order to emerge as selected bidder by providing assurance to them that their competitors will also

abstain from bribing and other practices and the BPC will commit to prevent corruption, in any form, by its officials by following transparent procedures.
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of BPC

1.1 The BPC undertakes that no official of the BPC, connected directly or indirectly with the bidding process, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the bidding process in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BPC will, during the bidding stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to the other bidders.

1.3 All the officials of the BPC will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the BPC with the full and verifiable facts and the same is *prima facie* found to be correct by the BPC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BPC and such a person shall be debarred from further dealings related to the bidding process. In such a case while an enquiry is being conducted by the BPC the proceedings under the bidding process would not be stalled.

Commitments of Bidder

3. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre award stage in order to emerge as Selected Bidder or in furtherance to secure it and in particular commits itself to the following:-

3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC, connected directly or indirectly with the bidding process, or to any person, organization or third

party related to the bidding process in exchange for any advantage in the bidding, evaluation, contracting and implementation of the bidding process.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BPC or otherwise in bidding process or for bearing to do or having done any act in relation to bidding process or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the bidding process or any other contract with the Government.

3.3 The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.

3.4 The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid .

3.5 The Bidder further confirms and declares to the BPC that the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BPC or any of its functionaries, whether officially or unofficially for selection of Bidder as TSP, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-award negotiations or before signing the Share Purchase Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the BPC or their family members, agents, brokers or any other intermediaries in connection with the bidding process and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the bidding process to impair the transparency, fairness and progress of the bidding process.

3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BPC as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BPC.

4. Previous Transgression

4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the bidding process.

4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Bid Bond (Security Deposit)

5.1 Along with the technical bid, the Bidder shall submit Bid Bond for an amount of Rs. ……. (as per the amount specified in Request for Proposal (RFP) Document) issued by …… [Insert Name of the Banks from the list provided in RFP Document] as Earnest Money/Security Deposit, with the BPC.

5.2 The Earnest Money/Security Deposit shall be valid & retained by the BPC for such period as specified in the RFP Document.

5.3 No interest shall be payable by the BPC to the Bidder on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BPC to take all or anyone of the following actions, wherever required:-

(i) To immediately call off the pre-award negotiations without assigning any reason

or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

(ii) The Bid Bond (in pre-award stage) shall stand forfeited either fully or partially, as decided by the BPC and the BPC shall not be required to assign any reason therefore.

(iii) To immediately cancel the award, if already awarded, without giving any compensation to the Bidder.

(iv) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BPC resulting from such cancellation/rescission.

(v) To debar the Bidder from participation in any tender or RFP issued by any BPC for an indefinite period.

(vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.

6.2 The BPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BPC to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

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

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BPC.

7.6 The Bidder accepts that the Monitors has the right to access without restriction to all Project documentation of the BPC including that provided by the Bidder. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder /Subcontractors(s) with confidentially. [As all the bid documents are with BPC only]

7.7 The BPC will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of the BPC/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BPC / Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

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

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

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

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

ANNEXURE C

Technical Specifications of Transmission System

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

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

A.1.0 Selection of tower type shall be made as per CEA Regulations, however, in case lattice type towers are used, the following shall also be applicable:

A.2.0 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.

A.3.0 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

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

A.4.0 Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

A.5.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of High Intensity Winds (HIW) due to thunderstorms, dust storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.

A.6.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

A.7.0 A) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

B) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

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

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

A.8.0 The relevant conductor configuration shall be as follows: -

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
400 kV D/C (Quad Bundled) Transmission Lines	**Zebra: Stranding** 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm^2 diameter, 528.5 mm^2 Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55 mm, 31.95mm Diameter, 604 mm^2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 Minimum UTS: 159.80 kN	**Stranding details:** 61/3.31 mm 29.79 mm diameter; 525 mm2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm

Note:

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

The transmission lines shall have to be designed for a maximum operating

conductor temperature of 85 deg C.

A.9.0 The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for voltage level under different insulator swing angles. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613.However, the phase to phase spacing for 400 kV line shall not be less than 8 m.

A.10.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered:

For 400 kV Transmission line:

a) (i) Under stationary conditions

From tower body: 3.05 m

(ii) Under swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (22º)	3.05 m
b) Swing angle (44º)	1.86 m

b) Minimum ground clearance for 400 kV line: 8.84 m

c) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0

A.11.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.

A.12.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.

A.13.0 In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of Galvanized Stranded Steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.

A.14.0 Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 km distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.15.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is

anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth and anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.

A.16.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

A.17.0 Wherever, transmission lines are passing through cyclone prone areas i.e., areas up to 60 km from coast following shall also be applicable:

a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction, which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.

c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.18.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.

b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m^3.

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

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

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

A.19.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).

A.20.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level, which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to Maharashtra STU and BPC by the TSP.

A.21.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.22.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

A.23.0 The switching impulse withstand voltage (wet) for 400kV line shall be 1050 kVp. Lightning impulse withstand voltage (dry) for 400kV line shall be 1550 kVp.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

Extension of 400 kV Jejuri and 400 kV Hinjewadi substation shall be Gas Insulated Switchgear (GIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time, and to be connected with the existing 400 kV Jejuri and 400 kV Hinjewadi substation (AIS) through GIS duct in coordination with the substation owner.

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

B.1.0 Salient features of Substation Equipment and Facilities

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

B.1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl. No.	**Description of parameters**	
		400 kV System
1.	System operating voltage	400 kV
2.	Maximum voltage of the system (rms)	420 kV
3.	Rated frequency	50 Hz
4.	No. of phases	3
5.	Rated Insulation levels	
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) - for Equipment other than Transformer and reactor - for Insulator String	 1425 kVp 1550 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp
iii)	One minute power frequency dry withstand voltage (rms)	650 kV
6.	Corona extinction voltage	320 kV
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volt at 266 kV rms

Sl. No.	Description of parameters	
		400 kV System
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)
9.	Minimum creepage distance for switchyard equipment	13020 mm (31 mm/ kV)
10.	Max. fault current	63 kA
11.	Duration of fault	1 sec

B.1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400 kV side
400 Jejuri end Line Bays S/s (GIS)	One and Half Breaker
400 kV Hinjewadi end Line Bays S/s (GIS)	Two Bus System

Notes: -

i) For one and half breaker switching scheme, any double circuit line consisting of two numbers of feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

Sl. No	Description of bay	
		400 kV
1.	Bus Bar	4000 A
2.	Line bay	3150 A

B.2.1 Circuit Breakers (GIS)

GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms (milli second) for 400 kV. The rated break time shall not exceed 60 ms for 220 kV. Circuit breakers shall be suitable for single phase and three phase auto reclosing. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The Circuit breakers controlling 400 kV lines wherever required shall be provided with pre-insertion closing resistor of about

400 ohms with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km. The short line fault capacity shall be the same as the rated capacity and this is proposed to be achieved without use of opening resistors. Controlled switching device shall be provided in the Circuit Breaker of the switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers for 400 kV and above voltage class.

B.2.2 Isolators (GIS)

The isolators shall comply to IEC 62271-102 in general. Earth switches shall be provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All isolators and earth switches shall be motor operated type.

The isolator shall be of extended mechanical endurance class-M2 and suitable for Bus Transfer Current Switching duty as per IEC standards. High speed earthing switches shall be provided for grounding purposes at overhead line terminations and cable terminations and shall have fault making capability as specified. Earth switch for line isolator shall be of earthing switch class E1 and shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

B.2.3 Current Transformers (GIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering) whereas; CT in Tie bays shall have six cores (four for protections and two for metering) suitably distributed on both sides of CB (for 400 kV and above voltage class). 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for the metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy.

The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.4 Voltage Transformer (GIS)

The voltage transformers shall conform to IEC-61869. Voltage transformers shall be of electromagnetic type with SF_6 gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type, nonresistant and shall be contained in their own-SF6 compartment, separated from other parts of installation. The voltage transformer shall be effectively shielded against high frequency electromagnetic transients. The voltage transformer shall

have three secondary windings out of which two shall be used for protection and one for metering. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for protection cores shall be 3P. The accuracy of 0.2 on metering core should be maintained throughout the entire burden range on all the three windings without any adjustments during operation. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.5 Surge Arresters (GIS) (if applicable)

624 kV Station High (SH) duty, 336 kV Station High (SH) and 216 kV Station Medium (SM)duty gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/ kV , 12 kJ/ kVand 7kJ/kV respectively shall be provided for 800 kV , 420 kV and 245 kVsystem respectively conforming to IEC 60099-4 in general. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers and Reactors so as to achieve proper insulation coordination. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.6 SF_6 to Air Bushing

Outdoor bushings, for the connection of conventional external conductors to the SF_6 metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC-60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/ kV. SF_6 to air Bushing shall be of Polymer/ composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic conditions. The electrical and mechanical characteristics of bushings shall be in accordance with IEC-60137. Polymer/composite insulator shall be seamless sheath of silicon rubber compound. The housing and weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicon composite insulators shall comply with the requirements of IEC 61462 and the relevant parts of IEC-62217.

B.2.7 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and

physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

400 kV lines shall have Main-I numerical five zone distance protection scheme with carrier aided inter-tripping feature. 400 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware and manufacturing platform or different principle of operation.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400 kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV lines shall also be provided with two stages over standalone voltage protection. Over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 400 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential protection
ii) Numerical Restricted earth fault protection
iii) Numerical Back-up Over-current and earth fault protection on HV and IV side
iv) Numerical Over fluxing protection on HV and IV side
v) Numerical Overload alarm

Further, Numerical Back-up Over-current and earth fault protection on HV and IV side of

autotransformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, Magnetic oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential protection.
ii) Numerical Restricted earth fault protection
iii) Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

d) Bus bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220kV. Duplicated bus bar protection of different make shall be envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back up Protection

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

Notes:

1. *LBB and REF relays shall be provided separately from transformer differential relay.*
2. *LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).*
3. *Over fluxing* and *overload protection can be provided as built-in feature of differential relay.*
4. *In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.8 Substation Automation System

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

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

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

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

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

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

all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

(b) Time synchronization equipment

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

B.3.0 Substation Support facilities

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

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged:-

(i) For LT Supply at each new Substation, two (2) Nos. of LT Transformers (minimum 800 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of 400/220 kV Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by Maharashtra STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 400/33 kV Transformer by local SEB/DISCOM for energy accounting.

(ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. 2 sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour

battery backup and extended backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

(iii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

(iv) For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

(a) 415 V Main Switch board – 1 No.
(b) AC distribution board – 1 No.
(c) Main lighting distribution board – 1 No.
(d) Emergency lighting distribution board – 1 No.
(e) 220 Volt DC distribution board – 2 Nos.
(f) 48 Volt DC distribution board – 2 Nos.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have modules for all the feeders (including future as specified).

(v) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV) shall be provided for emergency applications.

(vi) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including transformer and reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amendment time to time.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

Optical Beam type heat detection for GIS hall fire protection system shall be provided for all the GIS halls.

At existing substations, the fire-fighting systems, as available, shall be augmented/ extended to meet the additional requirements.

B.3.3 Oil evacuating, filtering, testing and filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Standard Specification and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class) as amended up to date available on CEA website.

B.3.4 Illumination

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

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

B.3.5 Control Room

For new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from control room for all the future bays also.

At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

B.3.6 GIS hall

The Gas Insulated Switchgear (GIS) of each voltage level along with other associated equipment shall be housed inside **separate** GIS **Hall**. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels, panels for tele-communication system etc. are to be placed in a separate room in the GIS building. The size of the room shall be such that all the panels for the bays under present scope shall be accommodated. The panel room shall be air-conditioned. Further, the temperature of the room shall be monitored through substation automation system by providing necessary temperature transducers. Ventilation system of suitable capacity shall be provided for each GIS hall.

One EOT Crane of suitable capacity for erection and Maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room shall be provided in each GIS hall. The crane shall be capable of fulfilling all special requirements for erection

and maintenance of GIS equipment. The capacity of the crane shall be sized to lift the heaviest GIS switchgear component.

For extension of existing GIS, existing facilities shall be suitably augmented/ extended for GIS equipment under present scope.

B.3.7 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.8 Visual monitoring system (VMS) for watch and ward of substation premises:

Visual monitoring system for effective watch and ward of substation premises shall cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high-definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4.0 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance

with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2. However, for coastal/creek regions it shall be at least 900 g/m^2.

e) In Futu400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future Bay shall be designed considering the current rating of line bay i.e. 3150 A.

f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary wall shall be of 1.8 m from finished ground level (FGL.

g) All electrical equipment shall be installed above Highest Flood Level and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

h) As per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022/CEA Manual on Transmissions Planning criteria 2023, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 km. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

B.5.0 EXTENSION OF EXISTING SUBSTATION

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

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	**400 kV Jejuri substation**		
1.0	Single Line Diagram	Available drawings are enclosed at **Appendix A.**	
2.0	General Arrangement		
3.0	Earthmat Layout		
4.0	Visual Monitoring System		
5.0	Bus Bar Protection		

6.0	Substation Automation System (SAS)		
B.	**400 kV Hinjewadi substation**		
1.0	Single Line Diagram	-	
2.0	General Arrangement		
3.0	Earthmat Layout		
4.0	Visual Monitoring System		
5.0	Bus Bar Protection		
6.0	Substation Automation System (SAS)		

Note: The existing drawings provided above and in subsequent amendments to the RfP are as received from the developer of existing substation and provided only for reference. Bidders shall follow the RfP for scope of work. Actual site conditions may be different due to other schemes being executed or subsequent revisions by the developer. Thus, Bidders are advised to visit the substation sites and acquaint themselves with the actual site conditions, layout, topography, infrastructure such as the requirement of roads, cable trench, drainage, boundary etc. and also the design philosophy.

LOCATION DETAILS OF EXISTING / PLANNED SUBSTATIONS

a) 400 kV Jejuri substation: Latitude 18.282061, Longitude 74.139385

b) 400 kV Hinjewadi substation: Latitude 18.597394, Longitude 73.691027

Note: *The above coordinates/location of substation indicated is approximate in the substation area. Exact coordinates for the corresponding bays/gantry for termination of the respective line may be verified and finalized in coordination with actual site.*

Details with respect to existing 400 kV Jejuri substation and 400 kV Hinjewadi substation

Sr. No.	Particulars	400kV JEJURI	400kV HINJEWADI
1.	Availability of space & cost of land (if any) for construction of bays alomng with detailed terms & conditions for providing space for construction of line bays at the substation.	Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed	400 kV Hinjewadi substation space is available for 4 indoor GIS bays in existing 400 kV GIS hall
2.	Co-ordinates of land identified for construction of bays.	Latitude:18.282061, Longitude:74.139385	Latitude:18.597394 Longitude: 73.691027
3.	Whether spare capacity available in LT transformer to provide supply required for bays.	Yes	Yes
4.	Whether spare feeders are available in the ACDB & DCDB if not, then panels are required to be provided by the developer and in such case, please intimate the availability of spaces for installation of these panels.	ACDB & DCDB required for upcoming bays	ACDB & DCDB required for upcoming bays
5.	Whether there is need to provide additional battery bank or the existing battery bank will be sufficient for operation of upcoming bays. In case of additional battery bank installation, please intimate availability of space for	Battery set are installed and additional battery set is not required	Additional battery set is required

Sr. No.	Particulars	400kV JEJURI	400kV HINJEWADI
	installation of battery banks/panels.		
6.	Availability of bus bar protection for upcoming bays.	Existing 400 kV Bus bar protection is a distributed numerical busbar of ZIV make. For upcoming bays one peripheral unit for each bay will be required & their integration with central unit.	Existing 400 kV Bus bar protection is a distributed numerical busbar of ZIV make. For upcoming bays one peripheral unit for each bay will be required & their integration with central unit.
7.	The existing fire hydrant system shall be extended for bay extension or developer shall install a new firefighting system for the upcoming bays.	New firefighting system required for upcoming bays	New firefighting system required for upcoming bays
8.	Whether construction water & power will be provided free of cost to the TSP for construction of bays.	Being existing Substation, MSETCL will provide the same.	Being existing Substation, MSETCL will provide the same.

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

The communication requirement shall be in accordance to CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, CERC (Communication System for inter-State transmission of electricity) Regulations, 2017,CEA (Cyber Security in Power Sector) Guidelines, 2021 and CERC Guidelines on "Interface Requirements" 2024 all above documents as amended from time to time.

The complete InSTS communication system commissioned by TSP under the RFP shall be the asset of InSTS and shall be available for usage of InSTS requirements as suggested by STU from time to time.

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

PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs.

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall provide the following**:**

C.1.0 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi

(I) On Jejuri (existing) to 400 kV Hinjewadi 400 kV D/C line, TSP shall supply, install and commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

(II) The TSP shall install this OPGW from gantry of Jejuri up to the gantry of Hinjewadi with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at end Substations.

(III) Maintenance of OPGW Cable and OPGW Hardware shall be the responsibility of TSP.

C.2.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install & commission required no. of Phasor Measurement Units (PMUs) PMUs at all the locations under the scope of TSP under this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (alongwith all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. The signal list shall be as per the Annexure-I Part-B of CERC Guidelines on "Interface Requirements" These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

Note: Existing Station owner/s to provide necessary support to integrate different equipment & applications of new extended bays with the existing substation e.g. Communication (through FOTE), Voice etc. for smooth operation and monitoring of new added grid elements.

Annexure-F.1

Next Generation Firewall (NGFW)

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

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

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

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

The specifications for the firewalls are given at **Annexure-F.2** and schematic diagram showing firewall placement given at **Figure F.2**.

Annexure F.2

Specifications of Next Generation Firewall (NGFW)

1. NGFW shall have following features including but not limited to:
   Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) & Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) & Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.

2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP & UDP packets. It shall have the provision to define application control list based on application group and/or list.

3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching

4. Firewall shall have Management Console port to configure remotely.

5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.

7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux & Mac.

9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.

10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.

11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.

12. Firewall shall have the capability to configure sufficient number of VLANs.

13. Firewall shall have the capability to support sufficient number of sessions.

14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps.

15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security

16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.
17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
18. Shall support simultaneous operation with both IPv4 and IPv6 traffic

19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization

20. Firewall shall have the features of port as well as MAC based security

21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.

23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

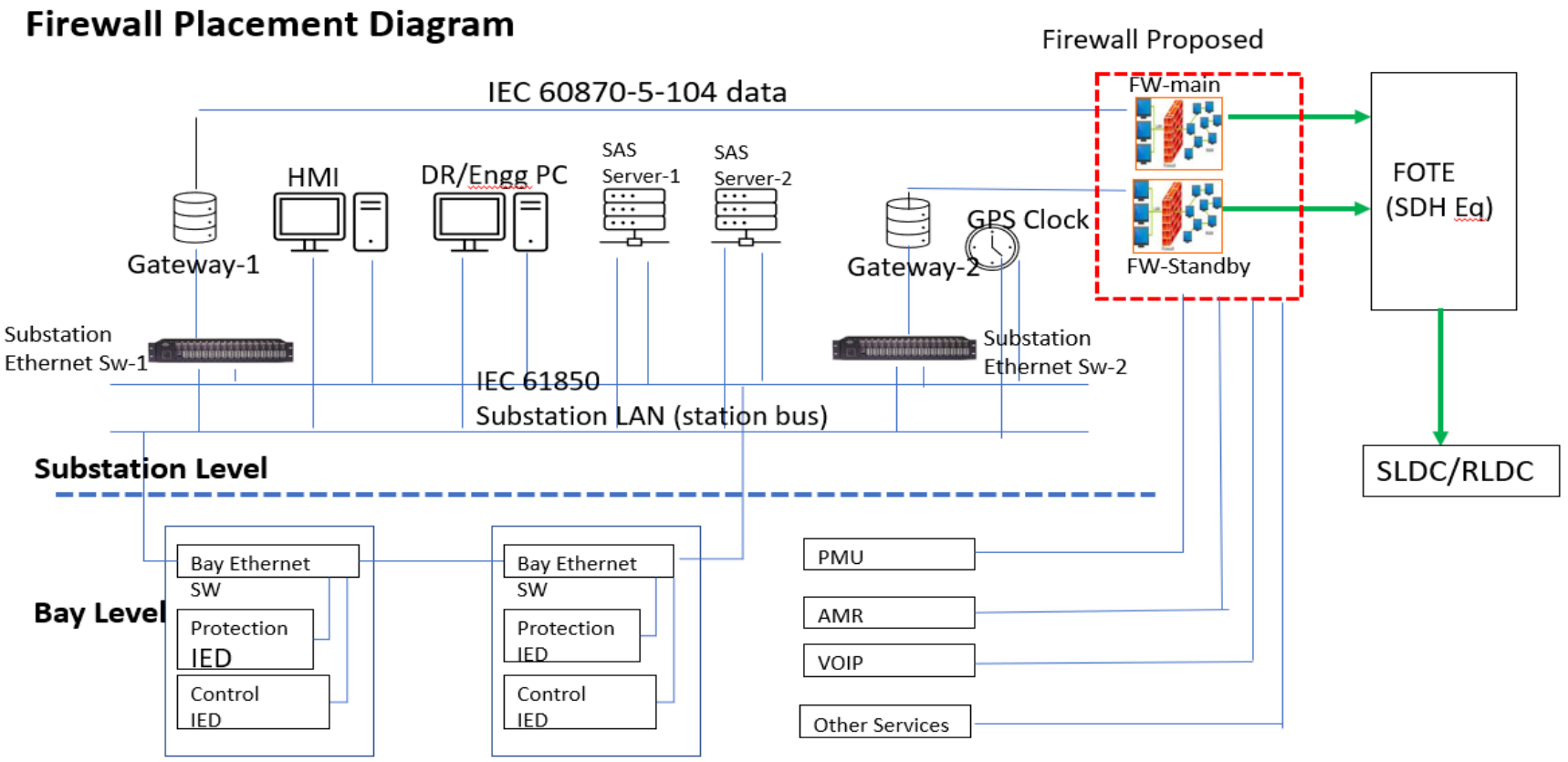

Firewall Placement Diagram
Firewall Proposed
IEC 60870-5-104 data
FW-main
FW-Standby
FOTE
(SDH Eq)
SLDC/RLDC
HMI
DR/Engg PC
SAS
Server-1
SAS
Server-2
GPS Clock
Gateway-1
Gateway-2
Substation
Ethernet Sw-1
Substation
Ethernet Sw-2
IEC 61850
Substation LAN (station bus)
Substation Level
Bay Level
Bay Ethernet
SW
Protection
IED
Control
IED
Bay Ethernet
SW
Protection
IED
Control
IED
PMU
AMR
VOIP
Other Services

Figure F.2

C.5.0 PLCC and PABX:

Power line carrier communication (PLCC) equipment complete for speech, tele-protection commands and data channels shall be provided on each transmission line. The PLCC equipment shall in brief include the following: -

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

(ii) At new substation, a telephone exchange (PABX) of 24 trunk lines and 12 subscribers shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (RLDC/SLDC) etc.

(iii) Coupling devices shall be suitable for phase to phase coupling for 400 kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.

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

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

(vi) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:

Sl. No	Line name	PLCC configuration
1	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi	1 set Analog PLCC alongwith 4 teleprotectction command interface module + 1 set Digital Protection Coupler for each circuit at both ends.

Further, CVT and Wave trap for all 400 kV line bays under present scope shall be provided by TSP.

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

(viii) 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if require

Frequently Asked Queries:

1.0 Transmission Line:

1.1 Please clarify that whether shutdowns for crossing of existing transmission lines of POWERGRID/STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP on chargeable basis or free of cost.

Reply: Shutdowns for crossing of existing transmission lines of POWERGRID/ STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP by the concerned owner of the lines as per their own terms and conditions.

1.2 We understand that the suggested swing angle criteria are applicable for Suspension Insulator in Suspension Tower. Further, you are requested to provide similar swing angle and clearance criteria for Pilot Insulator with Jumper and Jumper.

Reply: It is clarified that the swing angle criteria (as mentioned in RFP) for transmission lines is applicable for Suspension Insulator in Suspension Tower. Further, as per Clause 3.0 of Specific Technical Requirements for transmission lines, Transmission service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

1.3 We request you to kindly allow that use of diamond configuration at Power line crossings and the existing owner of the lines may be directed to allow the same for the successful bidders.

Reply: Power line crossing including Diamond configuration is responsibility of the TSP. The TSP shall formally submit the profile of the crossing section to the owner of the existing line suggesting proposed crossing alternatives. The crossing will have to be carried out as per approval of owner of the existing line.

1.4 It is requested you to kindly provide present status of Forest Clearances if any transmission line corridor area falling in wildlife forest / reserve forest/ mangroves.

Reply: Based on the preliminary route survey, the process of initiation of forest clearance for the forest stretches, if any, enroute the proposed line alignment will be initiated by way of writing letters to the concerned authority (ies). However, it may be noted that it will be the responsibility of TSP for obtaining forest clearance for the forest stretches as provided in the survey report and also for any forest area encountered during detailed survey.

2.0 Substation

2.1 We understand that space for storage of O&M spare shall be provided by existing owner within the station boundary without any cost. Kindly confirm.

Reply: Space for storage of O&M spares shall be arranged by TSP on its own.

2.2 We presume that the O&M for the end Termination bays will be in the scope of the TSP and TSP shall not be liable for any payment towards O&M to the existing owner of the substation. Kindly confirm.

Reply: Operation and maintenance of the bays is solely responsibility of the TSP. TSP shall follow CEA's "Operation and Maintenance (O&M) guidelines and Standard Format for Memorandum of Understating between New TSP and Existing TSP" issued by CEA vide its letter No. I/28514/2023 dated 22.06.2023. Copy of the guideline is available on CEA website at following link:

https://cea.nic.in/wp-content/uploads/pse___td/2023/06/om_guidelines.pdf

2.3 With reference to subject scheme of existing sub-station, we assumed following scope of work:

(a) We assumed internal road is available and need not to consider in the present scope of work.
(b) Drainage is available and need not to consider in the present scope of work.
(c) Cable trench extension in adjacent to Main cable trench only under present scope of work.
(d) Levelled area being provided by developer for bay extension.

Reply: Regarding requirement of internal road, drainage, cable trench, leveling of the bay extension area, bidder is advised to visit site and acquaint themselves with the provisions/facilities available at substation.

2.4 Kindly provide the soil investigation report of soil parameters of existing substation.

Reply: Bidder is advised to visit the substation site and ascertain the requisite parameters.

2.5 Kindly confirm, energy accounting of aux. power consumption. Whether it will be on chargeable basis or part of transmission loss.

Reply: It will be on chargeable basis.

2.6 We understand that VMS requirement is for unmanned stations only. For Manned stations VMS is not compulsory.

Reply: VMS shall be provided by TSP in line with requirements of RfP document.

2.7 It is understood that Construction water and power shall be provided free of cost to TSP by respective substation owner for construction of new bays.

Reply: Arrangement of construction power and water is in the scope of TSP.

2.8 It is understood that existing fire hydrant system shall be extended by the TSP for bay extension.

Reply: Existing fire hydrant system shall be extended from existing system (if required)

2.9 Please clarify that Status of land acquisition for Substations. Whether the lands have been acquired by BPC and will be transferred to TSP.

Reply: The acquisition of land for substation/bays is in the scope of TSP.

2.10 We understood that no any dedicated metering CT and CVT required for Line/feeders. Further, we understood that requisite Energy meters for various 765 kV, 400 kV and 220 kV Feeders shall be provided and installed by CTU free of cost to TSP.

Reply: Dedicated metering CT and CVT are not required for line/feeders. Metering core of existing CT/CVT can be used provided accuracy class is matching with metering requirement. Requisite Special Energy Meters shall be provided and installed by CTU in C&P panel subject to space availability, else, in separate metering panel (to be provided by TSP at its cost).

3.0 Communication

3.1 What are the usage of OPGW, FOTE, PMU etc. under communication requirement of RFP?

Reply: User shall be responsible for providing compatible equipment along with appropriate interface for uninterrupted communication with the concerned control center and shall be responsible for successful integration with the communication system provided by CTU.
Communication systems comprising OPGW, FOTE, PMU etc. are required for grid operation through RLDC/SLDC, speech communication, tele-protection and tele-metering.

3.2 Is space for installation of communication panels are provided to TSP in existing Substations incase new bays are in the scope of TSP?

Reply: The space related issues are deliberated in the RFP itself. TSP to carry out survey of the existing substation for physical space requirement. In case space is not available in the existing substation then TSP shall accommodate the same in the respective bay SPR (Switchyard Panel Room)/Bay Kiosk/ Relay panel room in case of GIS s/s. Further, TSP to connect and integrate the proposed FOTE with the existing FOTE in the control room.
In Case 132 kV Substation TSP shall accommodate the said panels either by extension of existing control room or other arrangements.

3.3 How is the OPGW laying done in case of LILO lines?

Reply: In case LILO lines are on same towers (e.g. both Line in and Line Out portion are on same towers, generally done LILO of S/C lines), then 2x48F OPGW shall be required to install by TSP on both earthwire peak on 400 kV and 765 kV lines where two E/W peaks are available. On 220 kV and 132 kV lines where only one E/W peak is available TSP to install one No. 96F OPGW.

Incase LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines), then 1x48F OPGW shall be required to install by TSP on one earthwire peak, on both Line In and Line Out portions of 400 kV and 765 kV lines. On 220 kV and 132 kV lines where only one E/W peak is available TSP to install one No. 48F OPGW in place of conventional earthwire.

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

Reply: In case two different lines are using common multi circuit portion for some distance (originating from different stations, may be terminating on same or on different stations), two No. 48F OPGW to be installed on both E/W peaks for common M/C portion of 765 kV and 400 kV lines.

In case 220/132 kV lines using multi circuit portion where single E/W peak is available one No. 96F may be installed for common multi circuit portion.

SHARE PURCHASE AGREEMENT

BETWEEN

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

AND

…… [Insert name of the SPV]

AND

[Insert name of the Selected Bidder]

Dated: [insert date]

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('**Agreement'**) made this ____ day of _____ [*Insert Date of the Agreement*] 2022 at New Delhi by and between:

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110 003, India (hereinafter referred to as "**REC PDCL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

…… [Insert name of the SPV], a company incorporated under the Companies Act, 2013, having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110 003, India (hereinafter referred to as **"Company"** which expression shall, unless repugnant to the context, mean and include its successors in interest) of the **SECOND PART**; and

AND

_____ **[*Insert Name of the Selected Bidder*]** a company incorporated under the Companies Act, 1956 having its registered office at _____ **[*Insert the registered office address of the Selected Bidder*]** (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.**

Note: [In case the Selected Bidder is a Bidding Consortium, the above immediate paragraph shall be replaced by the following:

……. [*Insert Name of the **Lead Member***], a company incorporated under the Companies Act, 1956 and having its registered office at ……. [*Insert the registered office address of **Lead Member***]

AND

……. [*Insert Name of the **Member***], a company incorporated under the Companies Act, 1956 and having its registered office at ……. [*Insert the registered office address of **Member***] (hereinafter individually referred to as "**Partner 1**" and "**Partner 2**" respectively and collectively 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. The Government of Maharashtra vide its Gazette Notification No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified REC Power Development and Consultancy Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through tariff based competitive bidding process.

B. In accordance with the Bidding Guidelines, the BPC had initiated a competitive bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and maintain the Project comprising of the Elements mentioned in **Schedule 2** of the TSA. BPC had initiated this process in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).

C. BPC has incorporated the Company and has undertaken the preliminary studies, obtained certain approvals, etc. regarding the Project on behalf of the Company

D. REC PDCL along with the Nominees hold one hundred per cent (100%) of the total issued and paid up equity share capital of the Company.

E. Pursuant to the said Bid Process, _____ **[*Insert Name of the Selected Bidder*]** has been identified as the Selected Bidder vide Letter of Intent dated _____ [*Insert Date of the Letter of Intent*] issued by the BPC in favour of the Selected Bidder.

F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Capitalised terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the TSA.

1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:

(i) **"Acquisition Price"** shall mean INR _____ (Rupees _____ only) [*Insert the value of the Acquisition Price, both in figures and in words respectively*], which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par and for taking over of all assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;

(ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by the Parties in writing;

(iii) **"Bid Process"** shall mean the competitive bidding process initiated by the BPC, by issuance of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;

(iv) **"Board"** shall mean the board of directors of the Company;

(v) **"Closing Date"** shall mean a mutually agreed date between the Parties falling within the period as mentioned in clause 2.15.2 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such period;

(vi) **"Encumbrance"** shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;

(vii) **"Letter of Intent"** shall have the meaning ascribed thereto under the Bid Documents;

(viii) "**Long Term Transmission System User" or "LTTSU"** shall mean a person availing or intending to avail access to the Intra-State Transmission System for a period up to twenty-five years or more, and for the purposes of this Project, shall refer to entities listed in **Annexure-23** of RFP or any such other person who executes a Supplementary Agreement for availing transmission service as per the provisions of the TSA;

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

(x) "**Party**" shall mean REC PDCL, Company and the Selected Bidder, referred to individually, and "**Parties**" shall mean REC PDCL, Company and the Selected Bidder collectively referred to, as relevant;

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

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

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

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

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

(xv) **"Sale Shares"** shall mean _____[*Insert total number of shares of the Company*] shares, representing one hundred percent (100%) of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in **Annexure A** attached hereto;

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

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

(xviii) "**Transmission Services Agreement**" or "**TSA**" means the agreement titled 'Transmission Services Agreement dated _____ [*Insert Date of the TSA*] entered into between the Long Term Transmission System User(s) and the TSP pursuant to which the TSP shall build, own, operate and maintain the Project and make available the assets of the Project to the Long Term Transmission System User(s) on a commercial basis, as may be amended from time to time.

1.3 Interpretation Clause

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

2. TRANSFER OF SHARES

2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares free from Encumbrances together with all assets and liabilities of the Company with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.

2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as nominees of the Shares Seller to the Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms duly stamped with requisite amount of stamp duty payable on the transfer of the Sale Shares ("**Share Transfer Forms**").

3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("**Sale Share Certificates**") executed by the Shares Seller and the Nominees, simultaneously against the Selected Bidder handing over to the Shares Seller, demand drafts drawn in favour of the Shares Seller or by confirmation of RTGS transfer in favour of the Shares Seller, for the Acquisition Price payable to it.

Provided that prior to the handing over of the Sale Share Certificates to the Selected Bidder as mentioned above, the Selected Bidder shall provide satisfactory evidence to REC PDCL that on the Closing Date, the Selected Bidder has furnished the Contract Performance Guarantee to the Long Term Transmission System User(s) and is in a position to comply with all other requirements of Clause 2.15.2 of the RFP.

3.3 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Share Certificates with the Company along with the names of its nominees to be appointed on the Board of the Company and the address within the jurisdiction of the RoC of New Delhi and Haryana, which would be the new registered office of the Company. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

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

(a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the _____ [*Insert Name of the Selected Bidder*] and transfer of all assets and liabilities of the Company as on Closing Date;

(b) approving the _____ [*Insert Name of the Selected Bidder*] as a member of the Company and entering the name of the _____ [*Insert Name of the Selected Bidder*] and its nominees in the register of members.

(c) changing the address of the registered office of the Company to the new address as provided by the Selected Bidder as per clause 3.3 above.

(d) appointing the nominees of the Selected Bidder on the Board and accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director, for the rest of the meeting.

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

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

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

(ii) Enter the name of the _____ [*Insert Name of the Selected Bidder*] 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 _____ [*Insert Name of the Selected Bidder*] 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 _____ [*Insert Name of the Selected Bidder*] and its nominees, to the _____ [*Insert Name of the Selected Bidder*] 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) (f) of Clause 3.3 (i) to the Lead Long Term Transmission System User(s).

3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the **Clauses 3.1 to 3.3** above on the Closing Date are completed on the same day.

Notwithstanding the provisions of **Clause 3.3** hereto, all proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by the Long Term Transmission System User(s) themselves, (b) all rights and obligations of the BPC shall cease forthwith, (c) all other rights and obligations of the Company shall be of the TSP and (d) any decisions taken by the BPC on behalf of the Company prior to the date of acquisition, shall continue to be binding on the Company and/or Long Term Transmission System User(s) as the case may be**.**

3.6 This Agreement shall be effective from the date of its signing by the Parties and shall remain in force until all the obligations of the respective Parties under Clause 3.3 hereto are fulfilled.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Selected Bidder hereby represents and warrants to the Shares Seller that:

4.1.1 The Selected Bidder has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by the Selected Bidder and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

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 is bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or any contractual obligation assumed by the Selected Bidder, from purchasing the Sale Shares from the Shares Seller in the manner provided for in this Agreement.

4.2 The Shares Seller hereby represents and warrants to the Selected Bidder that;

4.2.1 The Shares Seller and the Nominees are the legal and beneficial owners of the Sale Shares, free and clear of any Encumbrance and the delivery to the Selected Bidder of the Sale Shares pursuant to the provisions of this Agreement will transfer to the Selected Bidder a good title to the Sale Shares.

4.2.2 The Shares Seller has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein. The execution, delivery and performance of this Agreement will not violate the Memorandum and Articles of Association of the Shares Seller or contravene any contract by which it is bound.

4.2.3 The Shares Seller has obtained requisite authorizations to sell and transfer the Sale Shares to the Selected Bidder. The Shares Seller also represent that it is not prevented from transferring and selling the Sale Shares. Also, to the best of its knowledge, the Sale Shares are not the subject matter of any claim or pending proceeding or threatened by any legal proceeding made by any third party.

4.3 Except as specified in Clause 4.2 above, the Shares Seller shall not be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares or Company, including but not limited to any implied warranty or representation as to the business or affairs of Company.

4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.

4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for a period of one (1) year.

4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after the Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

6. MISCELLANEOUS

6.1 NOTICES

a) All notices to be given under this Agreement shall be in writing and in the English language.

b) All notices must be delivered personally or by registered or certified mail or by recognised courier to the addresses below:

Selected Bidder: _____ [*Insert details of the address for correspondence*] (*Lead Member in case of Consortium*)

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

Company: **…… [Insert name of the SPV]**
Core-4, SCOPE Complex, 7, Lodhi Road,
New Delhi-110003

c) Any Party may by notice of at least fifteen (15) days to the other Parties change the address and / or addresses to which such notices and communications to it are to be delivered or mailed.

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 sixty (60) days from the date of the Dispute.

6.2.2 If the Parties are unable to amicably settle the Dispute in accordance with Clause 6.2.1 within the period specified therein, any of the Parties shall be entitled to within thirty (30) days after expiry of the aforesaid period, refer the Dispute to the Company Secretary of REC PDCL and Chief Executive/ Managing Director of the Selected Bidder for resolution of the said Dispute. The attempt to bring about such resolution shall be considered to have failed if not resolved within thirty (30) days from the date of receipt of a written notification in this regard.

6.2.3 In the event the Dispute is not settled in accordance with Clause 6.2.2 above, any Party to the Dispute shall be entitled to serve a notice invoking this Clause and making a reference to a sole arbitrator. If the Parties to the Dispute cannot agree as to the appointment of the sole arbitrator within thirty (30) days of receipt of the notice of the Party making the reference, then the Shares Seller along with the Company shall appoint one arbitrator and the Selected Bidder shall appoint one arbitrator and the two arbitrators, so appointed shall appoint a third arbitrator. However, after the Closing Date, in such an event the Shares Seller shall appoint one arbitrator and the Selected Bidder

along with the Company shall appoint one arbitrator and the two arbitrators, so appointed shall appoint the third arbitrator.

6.2.4 The place of the arbitration shall be New Delhi. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

6.2.5 The proceedings of arbitration shall be in English language.

6.2.6 The arbitrator's award shall be substantiated in writing. The arbitrators shall also decide on the costs of the arbitration proceedings. In case the arbitrators have not decided on the costs of the arbitration proceedings, each Party to the Dispute shall bear its own costs, in relation to the arbitration proceedings.

6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by _____ [Insert Name of the authorized representative of the Selected Bidder/ Lead Member, in case of Consortium], pursuant to an authorization granted to _____ [Insert Name of the authorized representative of the Selected Bidder/Lead Member, in case of Consortium] through necessary Board resolutions. Further, _____ [Insert Name of the authorized representative of the Selected Bidder/Lead Member, in case of Consortium] 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 _____ [Insert Name of the authorized representative of the Selected Bidder/Lead Member, in case of Consortium] 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 the Long Term Transmission System User(s) in accordance with Article 3.3.2 or Article 13 of the TSA thereof, REC PDCL shall have a right to terminate this Agreement forthwith by giving a written notice to the other Parties hereto.

6.8 AMENDMENTS

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

6.9 ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties, which will not be unreasonably withheld.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

6.11 COSTS

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

The Selected Bidder shall be liable to bear and pay the costs in respect of this Agreement and transfer of Sale Shares.

6.12 RELATIONSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

6.13 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts by the Parties and each fully executed counterpart shall be deemed to be original.

6.15 CONFIDENTIALITY

The Parties undertake to hold in confidence and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

(a) to their professional advisors;

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

(c) disclosures required under Law;

without the prior written consent of the other Parties.

Provided that the Long Term Transmission System User(s) and REC PDCL may at any time, disclose the terms and conditions of transactions contemplated hereby to any person, to the extent stipulated under the law or the Bidding Guidelines.

6.16 INDEMNIFICATION

The Parties hereby agree that transfer of Sale Shares to the Selected Bidder shall vest all the rights, privileges, licenses, responsibilities, liabilities and other obligations pertaining to the Company in the Selected Bidder.

- The Selected Bidder hereby agrees that the Selected Bidder shall not be entitled to any claims or initiate any legal proceedings by itself or through the Transmission Service Provider against the 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 past, present and future third party claims and liabilities arising out of actions or decisions taken by any of the persons or bodies referred to in Clause 6.3 up to the Closing Date in furtherance of the Project referred to above or otherwise concerning the Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

- The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

6.17 SURVIVAL

The provisions of Clause 1 (Definitions and Interpretation), Clause 4 (Representations and Warranties), Clause 6.2 (Dispute Resolution), Clause 6.7 (Termination), Clause 6.15 (Confidentiality), Clause 6.16 (Indemnification) and other representations, warranties, covenants and provisions contained herein that by their nature are intended to survive, shall survive the termination of this Agreement

6.18 FORCE MAJEURE

No party shall be liable for its inability or delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party including delay caused through flood, riot, Act of God, lighting civil commotion, storm, tempest and earthquake.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED by The within named **REC Power Development and Consultancy Limited** by the hand of Sh. _____ authorised pursuant to the resolution passed by its board of directors in its meeting held on _____

IN THE PRESENCE OF:

WITNESS: 1._____ 2._____
(name and address)

SIGNED AND DELIVERED by The within named **…… [Insert name of the SPV]** by the hand of Sh. _____ , its Chairman, authorised pursuant to the resolution passed by its board of directors in its meeting held on _____

IN THE PRESENCE OF
WITNESS: 1._____ 2._____
(name and address)

SIGNED AND DELIVERED by The within named [insert name of the selected bidder] by the hand of Sh. _____, its _____ , authorised pursuant to the resolution passed by its board of directors in its meeting held on _____

IN THE PRESENCE OF:
WITNESS:
(Name and Address)

ANNEXURE A

DESCRIPTION OF THE SALE SHARES

S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	**REC Power Development and Consultancy Limited** through its _____	49,994	99.988
2.		1	0.002
3.		1	0.002
4.		1	0.002
5.		1	0.002
6.		1	0.002
7.		1	0.002
	Total	50,000	100.000

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR REMOVAL OF TRANSMISSION CONSTRAINS IN PUNE REGION & PROVIDING SUPPLY TO DATA CENTRE LOADS

BETWEEN THE

(MAHARASHTRA STATE TRANSMISSION UTILITY (STU)

(NODAL AGENCY)

AND

JEJURI HINJEWADI POWER TRANSMISSION LIMITED

…….2025

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THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as “TSA” or “Agreement” or "the Agreement” or “this Agreement") is made on the …… [Insert day] of……. [Insert month] of Two Thousand and ..... [Insert Year]

BETWEEN:

The Maharashtra State Transmission Utility (STU), Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-19, E-Block, BKC Complex, Bandra (E), Mumbai – 400051, acting as a Nodal Agency (referred to as the “Nodal Agency”), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

Jejuri Hinjewadi Power Transmission Limited, incorporated under the Companies Act, 2013, having its registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi – 110 003 (herein after referred to as “Transmission Service Provider” or “TSP” or “Licensee”, which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

(“Nodal Agency” and “TSP” are individually referred to as “Party” and collectively as the “Parties”)

AND WHEREAS:

A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project).

B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.

C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of Jejuri Hinjewadi Power Transmission Limited along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.

D) The TSP has agreed to make an application for a Transmission License to the State Commission for setting up the Project on build, own, operate and transfer basis.

E) The TSP has further agreed to make an application to the State Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.

F) The TSP has agreed to execute the agreement(s) required, if any, under MERC MYT Regulations within fifteen (15) days from the date of grant of Transmission License from the State Commission.

G) The TSP agrees to the terms and conditions laid down under MERC MYT Regulations, to make available the Intra-State Transmission System and charge the Transmission Charges in accordance with the terms and conditions of MERC MYT Regulations .

H) The billing, collection and disbursement of the Transmission Charges by the Nodal Agency to the Licensee shall be governed as per this agreement.

I) The terms and conditions stipulated in the Transmission License issued by the State Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the State Commission shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE: 1

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

1.1.1 The words / expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued / framed by the State Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

The words/expressions when used in this Agreement shall have the respective meanings as specified below:

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

"Act" or **"Electricity Act"** or **"Electricity Act 2003"** shall mean the Electricity Act, 2003 and any amendments made to the same or any succeeding enactment thereof;

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

i. controls or

ii. is controlled by or

iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and "**control**" means ownership by one entity of at least twenty six percent (26%) of the voting rights of the other entity;

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, attached herewith in Schedule 6;

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

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

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

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

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

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

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

"Bill" shall mean any bill raised by the STU on the LTTSUs to recover the Intra State Transmission Charges pursuant to the MERC MYT Regulations;

"Business Day" shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the Nodal Agency registered office is located and the concerned TSP are located;

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

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

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

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

"Central Government" or **"GOI"** shall mean the Government of India;

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

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

"Consultation Period" shall mean the period of sixty (60) days or such longer period as the Parties may agree, commencing from the date of issue of a TSP's Preliminary Notice or a Nodal Agency's Preliminary Termination Notice, as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

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

"Construction Period" shall mean the period from (and including) the Effective Date of the Transmission Service Agreement up to (but not including) the COD of the Element of the Project in relation to an Element and up to (but not including) the COD of the Project in relation to the Project;

"Contractors" shall mean the engineering, procurement, construction, operation & maintenance contractors, surveyors, advisors, consultants, designers, suppliers to the TSP and each of their respective sub-contractors (and each of their respective successors and permitted assigns) in their respective capacities as such;

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;

"Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning on the COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the TSA;

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

"Day" shall mean a day starting at 0000 hours and ending at 2400 hours;

"D/C" shall mean Double Circuit;

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

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

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

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

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

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

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

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

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

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Long Term Transmission System User/Nodal Agency;

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

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

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

"Independent Engineer" shall mean an agency/ company, appointed by Nodal Agnecy in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects.

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or CERC or MERC or tribunal or judicial or quasi-judicial body in India but excluding the CTU, Maharashtra STU, TSP and the Long Term Transmission System Users;

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

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU's / STU's / ISTS Licensee's / Designated InSTS Customers substations (as the case may be) which shall include, without limitation, all other transmission lines,

gantries, sub-stations and associated equipments not forming part of the Project;

"Invoice" shall mean a Monthly Transmission Charges Invoice or Monthly Bill comprising the Monthly Transmission Charges, as per Schedule 4 hereof, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

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

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

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

"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI), insurance companies registered with the Insurance Regulatory & Development Authority (IRDA), pension funds regulated by the Pension Fund Regulatory & Development Authority (PFRDA),mutual funds registered with Securities & Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the TSP of its obligations to the Nodal Agency under this Agreement in any manner and shall also does not lead to an increase in the liability of the Nodal Agency ;

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

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

"Long Term Transmission System User" or "LTTSU" shall have the meaning as described in Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 as amended from time to time;

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

"MERC MYT Regulations" shall mean Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024, as amended from time to time;

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

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

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

"Nodal Agency" shall mean Maharashtra State Transmission Utility (STU), which shall execute and implement the Transmission Service Agreement (TSA)**;**

"Notification" shall mean any notification, issued in the Gazette of India;

"Operating Period" for any Element of the Project shall mean the period from (and including) the COD of such Element of the Project, up to (and including) the Expiry Date and for the Project, shall mean the period from (and including) the COD of the Project, up to (and including) the Expiry Date;

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

"Preliminary Termination Notice" shall mean a Nodal Agency's Preliminary Termination Notice as defined in Article 13 of this Agreement;

"Project" shall mean Development of Intra State Transmission system for Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads, as detailed in Schedule 1 of this Agreement;

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

(a) rights over the Site for substations, ROW for transmission lines;

(b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;

(c) project facilities situated on the Site;

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

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

(f) insurance proceeds; and

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

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

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

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

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

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

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

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

"RFP" shall mean Request for Proposal dated 13.03.2025 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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

a. Transmission Service Agreement,

b. Share Purchase Agreement, and

c. Any other agreement as may be required;

"RLDC" shall mean the relevant Regional Load Dispatch Centre as defined in the Electricity Act, 2003, in the region(s) in which the Project is located;

"RPC" shall mean the relevant Regional Power Committee established by the Government of India for the specific Region(s) in accordance with the Electricity Act, 2003 for facilitating integrated operation of the Power System in that Region;

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

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

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

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

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

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

"State Commission" or **"MERC"** shall mean the Maharashtra Electricity Regulatory Commission referred to in sub-section (1) of section 82 of the Electricity Act, 2003 or its successors and assigns;

"State Government" shall mean the Government of Maharashtra**;**

"STU" or **"State Transmission Utility"** shall be the Board or the Government company, specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act 2003;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP and who has to acquire one hundred percent (100%) equity shares of Jejuri Hinjewadi Power Transmission Limited, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the TSA and other RFP Project Documents;

"TSP's Preliminary Notice" shall mean a notice issued by the TSP in pursuant to the provisions of Article 13.3 of this Agreement;

"Target Availability" shall have the meaning as ascribed hereto in Article 8.2 of this Agreement;

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

"Termination Notice" shall mean a Nodal Agency's Termination Notice given by the Nodal Agency's to the TSP pursuant to the provisions of Articles 3.3.2, 3.3.4, 4.4.2, 5.8, 13.2 and 13.3 of this Agreement for the termination of this Agreement;

"Term of Agreement" for the purposes of this Agreement shall have the meaning ascribed thereto in Article 2.2 of this Agreement;

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

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

"Transmission Service" shall mean making the Project available as per the terms and conditions of this Agreement;

"Unscheduled Outage" shall mean an interruption resulting in reduction of the Availability of the Element(s) / Project (as the case may be) that is not a result of a Scheduled Outage or a Force Majeure Event.

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

1.2 Interpretation:

Save where the contrary is indicated, any reference in this Agreement to:

"Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;

"Rupee", **"Rupees"** and **"Rs."** shall denote lawful currency of India;

“crore” shall mean a reference to ten million (10,000,000) and a **“lakh”** shall mean a reference to one tenth of a million (1,00,000);

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the other company or corporation is a subsidiary;

"indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"person" shall have the meaning as defined in Section 2 (49) of the Act;

"subsidiary" of a company or corporation (the holding company) shall be construed as a reference to any company or corporation:

(i) which is controlled, directly or indirectly, by the holding company, or

(ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(iii) which is a subsidiary of another subsidiary of the holding company,

for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"winding-up", **"dissolution"**, **"insolvency"**, or **"reorganization"** in the context of a company or corporation shall have the same meaning as defined in the Companies Act, 1956/ Companies Act, 2013 (as the case may be).

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.

1.2.8 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement.

1.2.9 The contents of Schedule 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.

ARTICLE: 2

2 EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

This Agreement shall be effective from later of the dates of the following events:

a. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement; and

b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of REC Power Development and Consultancy Limited in Jejuri Hinjewadi Power Transmission Limited along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement. And

c. The Agreement is executed and delivered by the Parties;

2.2 Term and Termination:

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

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

2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3 3.2 or Article 3.3.4.

2.3 Conditions prior to the expiry of the Transmission License

2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the Transmission License, seeking the State Commission's approval for the extension of the term of the Transmission License up to the Expiry Date.

2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Nodal Agency fully informed about the progress on its application for extension of the term of the Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations/ roles and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it effect the survival of any continuing obligations/ roles for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Articles 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 19 (Miscellaneous).

2.5 Applicability of the provisions of this Agreement

2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.

2.5.2 For the purposes of this Agreement for Intra-State transmission systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the Licensee) of this agreement shall supersede the corresponding provisions of MERC MYT Regulations.

ARTICLE: 3

3 CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the TSP

3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall:

a. Provide the Contract Performance Guarantee, and

b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of Jejuri Hinjewadi Power Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Jejuri Hinjewadi Power Transmission Limited, along with all its related assets and liabilities.

c. Execute this Agreement;

The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act.

The Selected Bidder, on behalf of the TSP, will provide to the Maharashtra State Transmission Utility (STU) (being the Nodal Agency) the Contract Performance Guarantee for an amount of Rs. 12.00 Crores (Rupees Twelve Crore Only).

3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

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

a. To obtain the Transmission License for the Project from the State

Commission;

b. To obtain the order for adoption of Transmission Charges by the State Commission, as required under Section 63 of the Electricity Act 2003;

c. To submit to the Nodal Agency & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer & Nodal Agency in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;

d. To submit to the Nodal Agency & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

e. To submit to the Nodal Agency & Independent Engineer detailed specifications of conductor meeting the functional specifications specified in RFP;

f. To achieve Financial Closure;

g. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents; and

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

i. To sign the Agreement(s) required, if any, under MERC MYT Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

3.2.1 The Nodal Agency hereby accepts and acknowledges the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents.

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish Maharashtra State Utility (STU) (being the Nodal Agency) additional Contract Performance Guarantee of Rupees One Crore Twenty Lakh (Rs. 1.20 Crore Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Maharashtra State Transmission Utility (STU) (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Maharashtra State Transmission Utility (STU) (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

(i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof; or

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

the Nodal Agency shall have the right to terminate this Agreement, by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of Rupees Rs. 12.00 Crores (Rupees Twelve Crore Only) only as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance

Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any

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

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.

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

3.4 Progress Reports

The TSP shall notify the Nodal Agency and STU in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

ARTICLE: 4

4 DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

Subject to the terms and conditions of this Agreement, the TSP at its own cost and expense shall observe, comply with, perform, undertake and be responsible:

a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:

- the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
- Central Electricity Authority (Grid Standard) Regulations, 2010;
- Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

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

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

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

c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.

d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;

e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;

f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;

g. to provide to the Nodal Agency, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the Nodal Agency to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;

h. to comply with Ministry of Power order no. 25-11/6/2018 – PG dated 02.07.2020 as well as other Guidelines issued by Govt. of India pertaining to this;

i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. A-1/2021- FSC- Part(5) dated 16.11.2021 and No.: P45021/2/2017-PP (BEII)-Part-4 Vol.II dated 19.07.2024 issued by Ministry of Power for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

Also, to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-

PPD(Pt.) dated 02.03.202, OM No. F.7/10/2021-PPD dated 08.06.2021 and Order (Public Procurement No 4) bearing File No. F.7/10/2021- PPD dated 23.02.2023 as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

j. to submit to Nodal Agency information in the prescribed format [To be devised by Nodal Agency] for ensuring compliance to Article 4.1 i) above.

k. to comply with all its obligations undertaken in this Agreement.

4.2 Roles of the Nodal Agency in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, the Nodal Agency User shall be the holder and administrator of this Agreement and shall inter alia:

a. appoint an Independent Engineer within 90 days of the Effective Date

b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;

c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and

d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc

e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and

f. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall

achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;

b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

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

4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5 Metering Arrangements:

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

4.6 Interconnection Facilities:

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

4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

ARTICLE: 5

5 CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement.

5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).

5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits related but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and shall furnish to the Nodal Agency such copy/ies of each Consents, Clearances and Permits, on demand. Nodal Agency shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project.

5.1.4 The TSP shall be responsible for:

(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP:

- For a Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by the BPC in their Survey Report.
- For Load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.
- For an Intermediate Substation shall not be

beyond 10 Km radius of the location proposed by the BPC in their Survey Report.

(b) final selection of Site including its geo-technical investigation;

(c) survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

(d) seeking access to the Site and other places where the Project is being executed, at its own risk and costs, including payment of any crop, tree compensation or any other compensation as may be required.

5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.

5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Nodal Agency liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the Nodal Agency & Independent Engineer, on a monthly basis, progress reports along with likely completion date of each Element with regard to the Project and its execution (in accordance with prescribed form). The Nodal Agency shall monitor the development of the Project for its timely completion for improving and augmenting the electricity system as a part of its statutory responsibility.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanship using sound engineering and construction practices, and using only materials and equipment that are new and manufactured as per the MQP and following approved FQP for erection, testing & commissioning and complying with Indian /International Standards such that, the useful life of the

Project will be at least thirty five (35) years from the COD of the Project.

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipments/items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.

5.5.2 Nodal Agency & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.

5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.

5.5.4 The Independent Engineer shall monitor the following during construction of the Project:

a) Quality of equipments, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipments, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.

b) Progress in the activities specified in Condition Subsequent

c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements

d) Progress of construction of substation and Transmission Lines

5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal Agency shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

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

5.6 Site regulations and Construction Documents

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

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

5.7 Supervision of work:

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

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ Nodal Agency . However, such intimation by the Independent Engineer and/ Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ Nodal Agency may carry out random inspections during the

Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the Nodal Agency this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

ARTICLE: 6

6 CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

6.1.1 The TSP shall give the RLDC(s)/ SLDC, CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency.

6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be), for reasonable cause, including non-availability of Interconnection Facilities as per Article 4.2, can defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1, if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of thirty (30) days. Further, the Scheduled COD would be extended as required, for all such deferments on “day to day” basis.

6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:

a. it has been completed in accordance with this Agreement and the Connection Agreement;

b. it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and

c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.

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

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

6.2 Commercial Operation:

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

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

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

6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Nodal Agency)

6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s) of the Project, where such date is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, has continued for a period of more than three (3) continuous or non-continuous Months, the TSP shall, until the effects of the Direct Non Natural Force Majeure Event or of Indirect

Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency no longer prevent the TSP from connecting the Element(s) of the Project, be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows:

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

b. In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, TSP is entitled for payment for debt service which is due under the Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.

c. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.

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

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per MERC MYT Regulations.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not as penalty, without prejudice to any rights of the Nodal Agency, under the Agreement.

6.4.2 The TSP's maximum liability under this Article 6.4 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for and up to six (6) months of delay for the Element or the Project.

Provided that, in case of failure of the TSP to achieve COD of the Element of the Project even after the expiry of six (6) months from its Scheduled COD, the provisions of Article 13 shall apply.

6.4.3 The TSP shall make payment to the Nodal Agency, of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:

a. the date on which the applicable Element achieves COD; or

b. the date of termination of this Agreement.

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

6.4.4 If the TSP fails to pay the amount of liquidated damages to the Nodal Agency, within the said period of ten (10) days, the Nodal Agency, shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Nodal Agency, under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Nodal Agency, to encash the Contract Performance Guarantee is without prejudice to the other rights of the Nodal Agency, under this Agreement.

6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency, within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 10) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency, shall release the Contract Performance Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency, 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. 12.00 Crores (Rupees Twelve Crore Only), or (ii) termination of this Agreement by the Nodal Agency, as mentioned under Article 3.3.4 of this Agreement.

6.5.2 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Nodal Agency, under this Agreement.

ARTICLE: 7

7 OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the State Commission and CEA from time to time and provisions of the Act.

ARTICLE: 8

8 AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Triff) Regulations, 2024, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be 98%.

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

If the availability of any Element or the Project is below the Target Availability, for six consecutive months in a Contract Year, the Nodal Agency, may issue a show cause notice to the TSP, asking them to show cause as to why the Transmission Service Agreement be not terminated, and if no satisfactory cause is shown it may terminate the Agreement. If the Nodal Agency, is of the opinion that the transmission system is of critical importance, it may carry out or cause to carry the operation and maintenance of transmission system at the risk and cost of TSP.

ARTICLE: 9

9 INSURANCES

9.1 Insurance:

9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co-beneficiary/insured, as may be necessary under

a. any of the Financing Agreements,

b. the Laws, and

c. in accordance with Prudent Utility Practices.

The Insurances shall be taken effective from a date prior to the date of the Financial Closure till the Expiry Date.

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Nodal Agency, copies of certificates and policies of the Insurances, as and when the Nodal Agency, may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated only to the TSP. Nodal Agency, and/ or LTTSUs shall have no claim on such proceeds of the Insurance.

9.3.3 Subject to the requirements of the Lenders under the Financing

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

9.4 Effect on liability of the Nodal Agency/Long Term Transmission System User

9.4.1 The Nodal Agency and /or LTTSUs shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

ARTICLE: 10

10 BILLING AND PAYMENT OF TRANSMISSION CHARGES

10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of MERC MYT Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge:

The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.

10.4 Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation:

Any Disputed Bill, Default in payment by Long Term Transmission System Users & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra

ARTICLE: 11

11 FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

(a) **Natural Force Majeure Events:**

i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and

ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

(b) **Non-Natural Force Majeure Events:**

i. Direct Non–Natural Force Majeure Events

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or

- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or

- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or

- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;

b) Delay in the performance of any Contractors or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

d) Strikes or labour disturbance at the facilities of the Affected Party;

e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

f) Non-performance caused by, or connected with, the Affected Party's:

i. negligent or intentional acts, errors or omissions;

ii. failure to comply with an Indian Law; or

iii. breach of, or default under this Agreement or any Project Documents.

g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that, such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations/ roles under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations/ roles as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;

b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall

provide the Nodal Agency's with access to the Project to carry out such inspections.

e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

ARTICLE: 12

12 CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the State Commission, under which the Transmission License for the Project was granted if made applicable by such State Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Nodal Agency documentary proof of such increase / decrease in cost of the Project / revenue for establishing the impact of such Change in Law.

In cases where Change in Law results in decrease of cost and it comes to the notice of Nodal Agency that TSP has not informed Nodal Agency about such decrease in cost, Nodal Agency may initiate appropriate claim.

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.

12.3.2 The TSP shall also be obliged to serve a notice to the Nodal Agency even when it is beneficially affected by a Change in Law.

12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the

Bills to be raised by the Nodal Agency after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

ARTICLE: 13

13 EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of any non-fulfilment of its obligations as prescribed under this Agreement by the Nodal Agency or a Force Majeure Event:

a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Nodal Agency in this regard;

b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Nodal Agency as per provisions of this Agreement;

c. If the TSP:

i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

Except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of

thirty (30) days; or

ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or

iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the State Commission as per the provisions of Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 as amended from time to time; or

e. Failure on the part of the TSP to comply with the provisions of Article 19.2 of this Agreement; or

f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Nodal Agency in this regard; or

g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98%, for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen (18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or

i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or

j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency ; or

k. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and / or fails to pay the requisite price to the parties and / or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of fault under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.

b. Following the issue of a Nodal Agency's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Nodal Agency .

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this

Agreement.

Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years.

13.3 Procedure for Nodal Agency's non-fulfilment of Role

a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Nodal Agency with a copy to the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency

b. Following the issue of a TSP's Preliminary Notice, the Consultation Period shall apply.

c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Nodal Agency including giving time extension to TSP, having regard to all the circumstances.

d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement.

13.4 Termination due to Force Majeure

13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.

13.4.2 In case of termination of this Agreement, the TSP shall provide to the Nodal Agency the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Nodal Agency within thirty (30) days of Termination Notice.

13.5 Termination or amendment due to non-requirement of any Element or Project during construction

13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP.

13.5.2 Nodal Agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.

13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

13.6.1 The State Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.

ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold the Nodal Agency harmless against:

(a) any and all third party claims, actions, suits or proceedings against the Nodal Agency for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Nodal Agency; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Nodal Agency from third party claims arising by reason of:

i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute “Indemnifiable Losses”) has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of the Nodal Agency, or

ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 The Nodal Agency shall in accordance with the Regulations framed by MERC in this regard indemnify, defend and hold the TSP harmless against:

(a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Nodal Agency of any of their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

i. any material breach by the Nodal Agency of any of its roles under this Agreement (provided that, this Article 14 shall not apply to such breaches by the Nodal Agency, for which specific remedies have been provided for under this Agreement), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or

ii. any of the representations and warranties of the Nodal Agency under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

(a) The TSP shall, subject to the Nodal Agency's compliance with Article 14.2.1 (b), indemnify and hold harmless the Nodal Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Nodal Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with any other equipment, plant or materials not supplied by the TSP, pursuant to the Agreement.

(b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.

(c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after receipt of such notice from the Nodal Agency under Article 14.2.1(b) above,

that it intends to attend any such proceedings or claim, then the Nodal Agency shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Nodal Agency within the twenty eight (28) days period, the Nodal Agency shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

(d) The Nodal Agency shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

14.2.2

a. The Nodal Agency, in accordance with the Regulations framed by MERC in this regard subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

b. If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Nodal Agency a notice thereof, and the Nodal Agency shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Nodal Agency shall promptly notify the TSP of all actions taken in such proceedings or claims.

c. If the Nodal Agency fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Nodal Agency. Unless the Nodal Agency has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

d. The TSP shall, at the Nodal Agency's request, afford all available assistance to the Nodal Agency in attending to such proceedings or claim, and shall be reimbursed by the Nodal Agency for all reasonable expenses incurred in so doing.

14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of Rs. 0.80 Crore (Rupees Eighty Lakh Only).

14.4 Procedure for claiming indemnity

14.4.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Articles 14.1 or 14.2 the Indemnified Party shall promptly notify the Indemnifying Party of such claim, proceeding, action or suit referred to in Articles 14.1 or 14.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and

ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives

such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Nodal Agency nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Nodal Agency, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Nodal Agency shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of
the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of the Nodal Agency, or any Affiliate of the Nodal Agency or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

ARTICLE: 15

15 ASSIGNMENTS AND CHARGES

15.1 Assignments:

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 15.3.

15.2 Permitted Charges:

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, or the Project Assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

i. the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements and agreed in writing to the provisions of this Agreement; and

ii. any encumbrance granted by the TSP in accordance with this Article 15.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the TSP to release from such encumbrances upon payment by the TSP to the Lenders of all amounts due under the Financing Agreements.

15.2.3 Article 15.2.1 does not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;

b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or

c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP developing and operating the Project.

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Nodal Agency .

15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the State Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 as amended from time to time;

ARTICLE: 16

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Maharashtra.

16.2 Amicable Settlement:

16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:

(i) a description of the Dispute;

(ii) the grounds for such Dispute; and

(iii) all written material in support of its claim.

16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:

(i) counter-claim and defences, if any, regarding the Dispute; and

(ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the MERC.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the State Commission as provided in Article 16.3 and save as the State Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations/ roles (which are not in dispute) under this Agreement.

ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1.1 **Representation and warranties of the Nodal Agency**

17.1.2 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and authority to execute and consummate this Agreement;

b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it, in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

e. There are no actions, suits, claims, proceedings or investigations

pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.

ARTICLE: 18

18 INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

The Nodal Agency shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

18.2 Roles and functions of Independent Engineer

The role and functions of the Independent Engineer shall include the following:

a. Progress Monitoring as required under this Agreement;

b. Ensuring Quality as required under this Agreement;

c. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;

d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;

e. determining, as required under the Agreement, the valuation of the Project Assets.

f. Assisting the Parties in resolution of Disputes and

g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 Remuneration of Independent Engineer

The fee and charges of the Independent Engineer shall be paid by the Nodal Agency as per terms & conditions of appointment.

18.4 Termination of appointment

18.4.1 The Nodal Agency may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.

18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it

may make a written representation to the Nodal Agency and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Nodal Agency shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Nodal Agency is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 Authorised signatories

The Nodal Agency shall require the Independent Engineer to designate and notify to the Nodal Agency up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

ARTICLE: 19

19 MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of Jejuri Hinjewadi Power Transmission limited shall not be less than Fifty one percent (51%) up to a period of one(1) year after COD of the Project.

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

Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

19.1.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.1.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in Jejuri Hinjewadi Power Transmission limited to another Affiliate or to the Parent Company / Ultimate Parent Company of the Selected Bidder. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company of the Selected Bidder.

19.1.3 Subject to Article 19.1.1, all transfer(s) of shareholding of Jejuri Hinjewadi Power Transmission limited by any of the entities referred to in Article 19.1.1 and 19.1.2 above, shall be after prior written intimation to the Nodal Agency.

19.1.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in Jejuri Hinjewadi Power Transmission limited shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected

Bidder A directly holds thirty percent (30%) of the equity in Jejuri Hinjewadi Power Transmission limited then holding of Selected Bidder A in Jejuri Hinjewadi Power Transmission limited shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in Jejuri Hinjewadi Power Transmission limited, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Jejuri Hinjewadi Power Transmission limited shall be fifteen percent (15%), (i.e., 30% x 50%)

19.1.5 The provisions as contained in this Article 19.1 shall override the terms of the consortium agreement submitted as part of the Bid.

19.1.6 The TSP shall be responsible to report to Nodal Agency, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Nodal Agency would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required.

19.2 Commitment of maintaining Qualification Requirement

19.2.1 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements, as stipulated in RFP Document, till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project.

19.2.2 Failure to comply with the aforesaid provisions shall be dealt in the same manner as TSP's Event of Default as under Article 13 of this Agreement.

19.3 Language:

19.3.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

19.3.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

19.4 Affirmation

The TSP and the Nodal Agency, each affirm that:

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and

2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Nodal Agency hereby undertake not to engage in any similar acts during the Term of Agreement.

19.5 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

19.7 Breach of Obligations/ Roles

The Parties acknowledge that a breach of any of the obligations/ roles contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting Party in each case specified under this Agreement.

19.8 Restriction of Shareholders / Owners Liability

19.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

19.8.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.9 Taxes and Duties:

19.9.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that

are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.

19.9.2 The Nodal Agency shall be indemnified and held harmless by the TSP against any claims that may be made against the Nodal Agency in relation to the matters set out in Article 19.9.1.

19.9.3 The Nodal Agency shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Nodal Agency on behalf of TSP or its personnel, provided the TSP has consented in writing to the Nodal Agency for such work, for which consent shall not be unreasonably withheld.

19.10 No Consequential or Indirect Losses

The liability of the TSP shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Nodal Agency or the TSP claim from one another any indirect or consequential losses or damages.

19.11 Discretion:

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

19.12 Confidentiality

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

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law,

without the prior written consent of the other Parties.

Provided that, the TSP agrees and acknowledges that the Nodal Agency, may, at any time, disclose the terms and conditions of the Agreement and the RFP Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

19.13 Order of priority in application:

Save as provided in Article 2.5, in case of inconsistencies between the terms and conditions stipulated in Transmission License issued by the State Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement.

19.14 Independent Entity:

19.14.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

19.14.2 Subject to the provisions of the Agreement, the TSP shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the TSP or Contractors engaged by the TSP in connection with the performance of the Agreement shall be under the complete control of the TSP and shall not be deemed to be employees, representatives, Contractors of the Nodal Agency and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create any contractual relationship between any such employees, representatives or Contractors and the Nodal Agency

19.15 Amendments:

19.15.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

19.16 Waiver:

19.16.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

19.16.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

19.17 Relationship of the Parties:

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.18 Entirety:

19.18.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

19.18.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Nodal Agency by the TSP shall stand superseded and abrogated.

19.19 Notices:

19.19.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language

19.19.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

19.19.3 If to the Nodal Agency, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

i)Maharashtra STU

Address : Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-9, E-Block, BKC Complex, Bandra (E), Mumbai - 40051

Attention		Chief Engineer, STU
Email	:	
Fax. No.	:	
Telephone No.	:	

19.19.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

19.19.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

19.20 Fraudulent and Corrupt Practices

19.20.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Nodal Agency shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Nodal Agency hereunder or subsistence otherwise.

19.20.2 Without prejudice to the rights of the Nodal Agency under Clause 19.20.1 hereinabove and the rights and remedies which the Nodal Agency may have under this Agreement, if a TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI), the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

19.20.3 For the purposes of this Clause 19.20, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the RFP Project Documents or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the RFP Project Documents, as the case may be, any person in respect of any matter relating to the Project or the LoI or the RFP Project Documents, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

19.21 Compliance with Law:

Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

1. For and on behalf of TSP

……..

[Signature, Name, Designation and Address]

2. For and on behalf of Maharashtra State Transmission Utility (STU) (being the Nodal Agency)

……..

[Signature, Name, Designation and Address]

WITNESSES:

1. For and on behalf of

: BPC

……
[Signature]

.....
[Insert, Name, Designation and Address of the Witness]

2. For and on behalf of

: Maharashtra State
Transmission Utility (STU)
(being the Nodal Agency)

……
[Signature]

.....
[Insert Name, Designation and Address of the Witness]

SCHEDULES

Schedule: 1

Project Description and Scope of Project

Scope of the Project:

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each) • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS)* • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)**	24 Months

Note:

**Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed.*

*** space is available at 400 kV Hinjewadi substation for 4 indoor GIS bays in existing 400 kV GIS hall*

Project Description

The scheme is proposed to create additional source point to Mumbai and address loading constraints of 400/220 kV Boisar (PG) ICTs in case of unavailability of embaded generation of Mumbai.

The Scheme will enhance power transmission capacity, improve reliability of State's Power Transmission Infrastructure in Mumbai Metropolitan Region.

The subject Transmission system was deliberated and approved in the 6th meeting of the Empowered Committee held on 03.01.2025. Govt. of Maharashtra vide Gazette notification dated 12.02.2025 has appointed M/s. RECPDCL as BPC for implementation of the subject InSTS scheme through TBCB route.

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time. Other CEA Regulations/ guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

A.1.0 Selection of tower type shall be made as per CEA Regulations, however, in case lattice type towers are used, the following shall also be applicable:

A.2.0 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.

A.3.0 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

Solidity Ratio	Drag Coefficient
Up to 0.05	3.6
0.1	3.4
0.2	2.9
0.3	2.5
0.4	2.2
0.5 and above	2.0

A.4.0 Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

A.5.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of High Intensity Winds (HIW) due to thunderstorms, dust storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.

A.6.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

A.7.0 A) Under crossing of the existing transmission line of same Voltage shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical Inspector, CEA with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violatedFor power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

B) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

C) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

D) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

E) For crossing of railway tracks, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.

A.8.0 The relevant conductor configuration shall be as follows: -

Basic Parameters:

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**

400 kV D/C (Quad Bundled) Transmission Lines ***(Should be Matching with Exisiting Tarapur – Kudus 400 kV DC lines)***	**Zebra : Stranding** 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm^2 diameter, 528.5 mm^2 Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55 mm, 31.95mm Diameter, 604 mm^2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 Minimum UTS: 159.80 kN	**Stranding details:** 61/3.31 mm 29.79 mm diameter; 525 mm2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm

Note:

1. **To select any size above the minimum, the sizes mentioned in the Indian standard IS-398 (part-6) shall be followed.*
2. *The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.*

A.9.0 The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for each voltage level respectively under different insulator swing angles. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613.However, the phase to phase spacing for 400 kV line shall not be less than 8 m.

A.10.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered:

For 400 kV line:

a) (i) <u>Under stationary conditions</u>

From tower body: 3.05 m

(ii) <u>Under swing conditions</u>

	Wind Pressure Condition	Minimum Electrical Clearance
a)	Swing angle (22º)	3.05 m
b)	Swing angle (44º)	1.86 m

b) Minimum ground clearance for 400 kV line: 8.84 m

c) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0 m

A.11.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.

A.12.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.

A.13.0 In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of Galvanized Stranded Steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.

A.14.0 Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 km distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.15.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth and anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.

A.16.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

A.17.0 Wherever, transmission lines are passing through cyclone prone areas i.e., areas up to 60 km from coast following shall also be applicable:

a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction, which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.

c) The number of consecutive spans between the section points/ angle point

shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.18.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.

b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m^3.

c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6 kg/m^2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat 20 mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300 mm below ground level to give protection to concrete surface from environmental and saline effect.

e) Before coping of chimney top portion, three coats of anti-corrosive paint of minimum 30-35 microns dry film thickness each shall be applied on the stub in the 50 mm coping portion as well as up to 350 mm above CL portion.

A.19.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).

A.20.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level, which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level

considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to Maharashtra (STU) and BPC by the TSP.

A.21.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.22.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

A.23.0 The switching impulse withstand voltage (wet) for 400kV line shall be 1050 kVp. Lightning impulse withstand voltage (dry) for 400kV line shall be 1550 kVp.

A.24. The stringing of the transmission line in forest area shall be carried out through drone.

A.25. RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

Extension of 400 kV Jejuri and 400 kV Hinjewadi substation shall be Gas Insulated Switchgear (GIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time, and to be connected with the existing 400 kV Jejuri and 400 kV Hinjewadi substation (AIS) through GIS duct in coordination with the substation owner.

Other CEA Regulations/guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

B.1.0 Salient features of Substation Equipment and Facilities

The design and specification of substation equipment are to be governed by the following factors:

B.1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl. No.	**Description of parameters**	
		400 kV System
1.	System operating voltage	400 kV
2.	Maximum voltage of the system (rms)	420 kV
3.	Rated frequency	50 Hz
4.	No. of phases	3
5.	Rated Insulation levels	
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) for Equipment other than Transformer and reactor for Insulator String	 1425 kVp 1550 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp
iii)	One minute power frequency dry withstand voltage (rms)	650 kV
6.	Corona extinction voltage	320 kV
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volt at 266 kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)

Sl. No.	Description of parameters	
		400 kV System
9.	Minimum creepage distance for switchyard equipment	13020 mm (31 mm/ kV)
10.	Max. fault current	63 kA
11.	Duration of fault	1 sec

B.1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400 kV side
400 Jejuri end Line Bays S/s (GIS)	One and Half Breaker
400 kV Hinjewadi end Line Bays S/s (GIS)	Two Bus System

Notes: -

i) For one and half breaker switching scheme, any double circuit line consisting of two numbers of feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

Sl. No	Description of bay	
		400 kV
1.	Bus Bar	4000 A
2.	Line bay	3150 A

B.2.1 Circuit Breakers (GIS)

GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms (milli second) for 400 kV. The rated break time shall not exceed 60 ms for 220 kV. Circuit breakers shall be suitable for single phase and three phase auto reclosing. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The Circuit breakers controlling 400 kV lines wherever required shall be provided with pre-insertion closing resistor of about 400 ohms

with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km. The short line fault capacity shall be the same as the rated capacity and this is proposed to be achieved without use of opening resistors. Controlled switching device shall be provided in the Circuit Breaker of the switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers for 400 kV and above voltage class.

B.2.2 Isolators (GIS)

The isolators shall comply to IEC 62271-102 in general. Earth switches shall be provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All isolators and earth switches shall be motor operated type.

The isolator shall be of extended mechanical endurance class-M2 and suitable for Bus Transfer Current Switching duty as per IEC standards. High speed earthing switches shall be provided for grounding purposes at overhead line terminations and cable terminations and shall have fault making capability as specified. Earth switch for line isolator shall be of earthing switch class E1 and shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

B.2.3 Current Transformers (GIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering) whereas; CT in Tie bays shall have six cores (four for protections and two for metering) suitably distributed on both sides of CB (for 400 kV and above voltage class). 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for the metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy.

The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.4 Voltage Transformer (GIS)

The voltage transformers shall conform to IEC-61869. Voltage transformers shall be of electromagnetic type with SF_6 gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type,

nonresistant and shall be contained in their own-SF6 compartment, separated from other parts of installation. The voltage transformer shall be effectively shielded against high frequency electromagnetic transients. The voltage transformer shall have three secondary windings out of which two shall be used for protection and one for metering. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for protection cores shall be 3P. The accuracy of 0.2 on metering core should be maintained throughout the entire burden range on all the three windings without any adjustments during operation. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.5 Surge Arresters (GIS) (if applicable)

624 kV Station High (SH) duty, 336 kV Station High (SH) and 216 kV Station Medium (SM)duty gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/ kV , 12 kJ/ kVand 7kJ/kV respectively shall be provided for 800 kV, 420 kV and 245 kV system respectively conforming to IEC 60099-4 in general. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers and Reactors so as to achieve proper insulation coordination. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.6 SF_6 to Air Bushing

Outdoor bushings, for the connection of conventional external conductors to the SF_6 metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC-60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/ kV. SF_6 to air Bushing shall be of Polymer/ composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic conditions. The electrical and mechanical characteristics of bushings shall be in accordance with IEC-60137. Polymer/composite insulator shall be seamless sheath of silicon rubber compound. The housing and weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicon composite insulators shall comply with the requirements of IEC 61462 and the relevant parts of IEC- 62217.

B.2.7 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the

equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

400 kV lines shall have Main-I numerical five zone distance protection scheme with carrier aided inter-tripping feature. 400 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware and manufacturing platform or different principle of operation.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400 kV lines shall be provided with single and three phase auto- reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV lines shall also be provided with two stages over standalone voltage protection. Over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 400 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential protection

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up Over-current and earth fault protection on HV and IV side

iv) Numerical Over fluxing protection on HV and IV side

v) Numerical Overload alarm

Further, Numerical Back-up Over-current and earth fault protection on HV and IV side of autotransformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, Magnetic oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential protection.

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

d) Bus bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220kV. Duplicated bus bar protection of different make shall be envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for eachbus and incorporate

necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back up Protection

This shall be provided for each 400 kV and 220kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

1. *LBB and REF relays shall be provided separately from transformer differential relay.*
2. *LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).*
3. *Over fluxing* and *overload protection can be provided as built-in feature of differential relay.*
4. *In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.8 Substation Automation System

(a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation system, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level kV and above. All bay control units as well as protection units are normally connected through an Optical fibre high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the Relay Control Room.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in Substation Automation System.

At new substations, the Substation Automation System (SAS) shall be suitable for operation and monitoring of the complete substation including proposed future bays/elements.

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway and modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement and shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation. Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs. Any augmentation work at RLDC/SLDC is excluded from TSP's scope. However, all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

(b) Time synchronization equipment

Time synchronization equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS and IEDs etc.

B.3.0 Substation Support facilities

Certain facilities required for operation and maintenance of substations as described below shall be provided at new substation. In existing substation, these facilities have already been provided and would be extended/ augmented as per requirement.

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged:-

(i) For LT Supply at each new Substation, two (2) Nos. of LT Transformers (minimum 800 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of 400/220 kV Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by Maharashtra STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 400/33 kV Transformer by local SEB/DISCOM for energy accounting.

(ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. 2 sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

(iii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

(iv) For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

(a) 415 V Main Switch board – 1 No.
(b) AC distribution board – 1 No.
(c) Main lighting distribution board – 1 No.
(d) Emergency lighting distribution board – 1 No.
(e) 220 Volt DC distribution board – 2 Nos.
(f) 48 Volt DC distribution board – 2 Nos.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have modules for all the feeders (including future as specified).

(v) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV) shall be provided for emergency applications.

(vi) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including transformer and reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amendment time to time.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

Optical Beam type heat detection for GIS hall fire protection system shall be provided for all the GIS halls.

At existing substations, the fire-fighting systems, as available, shall be augmented/ extended to meet the additional requirements.

B.3.3 Oil evacuating, filtering, testing and filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Standard Specification and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class) as amended up to date available on CEA website.

B.3.4 Illumination

Normal and emergency AC and DC illumination shall be provided adequately in the control room and other buildings of the substation. The switchyard shall also be provided with adequate illumination.

Lighting of the entire control room building, fire-fighting pump house, other building (if any) and switchyard shall be done by LED based low power consumption luminaries.

B.3.5 Control Room

For new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from control room for all the future bays also.
At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

B.3.6 GIS hall

The Gas Insulated Switchgear (GIS) of each voltage level along with other associated equipment shall be housed inside **separate** GIS **Hall**. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels, panels for tele-communication system etc. are to be placed in a separate room in the GIS building. The size of the room shall be such that all the panels for the bays under present scope shall be accommodated. The panel room shall be air-conditioned. Further, the temperature of the room shall be monitored through substation automation system by providing necessary temperature transducers. Ventilation system of suitable capacity shall be provided for each GIS hall.
One EOT Crane of suitable capacity for erection and Maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room shall be provided in each GIS hall. The crane shall be capable of fulfilling all special requirements for erection and maintenance of GIS equipment. The capacity of the crane shall be sized to lift the heaviest GIS switchgear component.
For extension of existing GIS, existing facilities shall be suitably augmented/ extended for GIS equipment under present scope.

B.3.7 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.8 Visual monitoring system (VMS) for watch and ward of substation premises:

Visual monitoring system for effective watch and ward of substation premises shall cover all the transformers and reactors, all other major AIS Equipment (such as

CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high-definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4.0 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2. However, for coastal/creek regions it shall be at least 900 g/m^2.

e) In Futu400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future Bay shall be designed considering the current rating of line bay i.e. 3150 A.

f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary

wall shall be of 1.8 m from finished ground level (FGL.

g) All electrical equipment shall be installed above Highest Flood Level and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

h) As per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022/CEA Manual on Transmissions Planning criteria 2023, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 km. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

B.5.0 EXTENSION OF EXISTING SUBSTATION

The following drawings/details of existing substation are attached with the RfP documents for further engineering by the bidder.

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	**400 kV Jejuri substation**		
1.0	Single Line Diagram	Available drawings are enclosed at **Appendix A.**	
2.0	General Arrangement		
3.0	Earthmat Layout		
4.0	Visual Monitoring System		
5.0	Bus Bar Protection		
6.0	Substation Automation System (SAS)		
B.	**400 kV Hinjewadi substation**		
1.0	Single Line Diagram	-	
2.0	General Arrangement		
3.0	Earthmat Layout		
4.0	Visual Monitoring System		
5.0	Bus Bar Protection		
6.0	Substation Automation System (SAS)		

Note: The existing drawings provided above and in subsequent amendments to the RfP are as received from the developer of existing substation and provided only for reference. Bidders shall follow the RfP for scope of work. Actual site conditions may be different due to other schemes being executed or subsequent revisions by the developer. Thus, Bidders are advised to visit the substation sites and acquaint themselves with the actual site conditions, layout,

topography, infrastructure such as the requirement of roads, cable trench, drainage, boundary etc. and also the design philosophy.

LOCATION DETAILS OF EXISTING / PLANNED SUBSTATIONS

a) **400 kV Jejuri substation:** Latitude 18.282061, Longitude 74.139385
b) **400 kV Hinjewadi substation:** Latitude 18.597394, Longitude 73.691027

Note: *The above coordinates/location of substation indicated is approximate in the substation area. Exact coordinates for the corresponding bays/gantry for termination of the respective line may be verified and finalized in coordination with actual site.*

Details with respect to existing 400 kV Jejuri substation and 400 kV Hinjewadi substation

Sr. No.	Particulars	400kV JEJURI	400kV HINJEWADI
1.	Availability of space & cost of land (if any) for construction of bays along with detailed terms & conditions for providing space for construction of line bays at the substation.	Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed	400 kV Hinjewadi substation space is available for 4 indoor GIS bays in existing 400 kV GIS hall
2.	Co-ordinates of land identified for construction of bays.	Latitude:18.282061, Longitude:74.139385	Latitude:18.597394 Longitude: 73.691027
3.	Whether spare capacity available in LT transformer to provide supply required for bays.	Yes	Yes
4.	Whether spare feeders are available in the ACDB & DCDB if not, then panels are required to be provided by the developer and in such case, please intimate the availability of spaces for installation of these panels.	ACDB & DCDB required for upcoming bays	ACDB & DCDB required for upcoming bays
5.	Whether there is need to provide additional battery bank or the existing battery	Battery set are installed and additional battery set	Additional battery set is required

Sr. No.	Particulars	400kV JEJURI	400kV HINJEWADI
	bank will be sufficient for operation of upcoming bays. In case of additional battery bank installation, please intimate availability of space for installation of battery banks/panels.	is not required	
6.	Availability of bus bar protection for upcoming bays.	Existing 400 kV Bus bar protection is a distributed numerical busbar of ZIV make. For upcoming bays one peripheral unit for each bay will be required & their integration with central unit.	Existing 400 kV Bus bar protection is a distributed numerical busbar of ZIV make. For upcoming bays one peripheral unit for each bay will be required & their integration with central unit.
7.	The existing fire hydrant system shall be extended for bay extension or developer shall install a new firefighting system for the upcoming bays.	New firefighting system required for upcoming bays	New firefighting system required for upcoming bays
8.	Whether construction water & power will be provided free of cost to the TSP for construction of bays.	Being existing Substation, MSETCL will provide the same.	Being existing Substation, MSETCL will provide the same.

SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

The communication requirement shall be in accordance to CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, CERC (Communication System for inter-State transmission of electricity) Regulations, 2017, CEA (Cyber Security in Power Sector) Guidelines, 2021 and CERC Guidelines on “Interface Requirements” 2024 all above documents as amended from time to time.

The complete InSTS communication system commissioned by TSP under the RFP shall be the asset of InSTS and shall be available for usage of InSTS requirements as suggested by STU from time to time.

The communication services viz. SCADA, VoIP, PMU, AGC & AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.

PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs.

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall provide the following**:**

C.1.0 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi

(I) On Jejuri (existing) to 400 kV Hinjewadi 400 kV D/C line, TSP shall supply, install and commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

(II) The TSP shall install this OPGW from gantry of Jejuri up to the gantry of Hinjewadi with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at end Substations.

(III) Maintenance of OPGW Cable and OPGW Hardware shall be the responsibility of TSP.

C.2.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install & commission required no. of Phasor Measurement Units (PMUs) PMUs at all the locations under the scope of TSP under this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (alongwith all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. The signal list shall be as per the Annexure-I Part-B of CERC Guidelines on “Interface Requirements” These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

Note: Existing Station owner/s to provide necessary support to integrate different equipment & applications of new extended bays with the existing substation e.g. Communication (through FOTE), Voice etc. for smooth operation and monitoring of new added grid elements.

Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2 NGFW one in Main & another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE & SAS gateway/s at the substation. All ethernet based applications shall be terminated in the firewall ports directly (e.g. PMU, AMR, VOIP, SAS/SCADA etc.). Each port of firewall shall work as a separate zone. Firewall shall be hardware based with features of Block/Allow/drop and IPSec VPN (network encryption).

The number of ports/interfaces in each firewall (i.e. Main & Standby) shall be minimum 16 nos. TSP shall provide either single firewall or multiple firewalls to meet this interfaces requirement, each for main as well as standby firewall. Minimum throughput of firewall shall be 300 Mbps.

The Firewall shall be managed/ configured as standalone at present and shall also have compatibility to manage/configure through Centralized Management Console (CMC) remotely in future.

Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. Further, the OEM must certify that it conforms to Secure Product Development Life Cycle requirements as per IEC62443-4-1. The firewall shall generate reports for NERC-CIP Compliance.

The specifications for the firewalls are given at **Annexure-F.2** and schematic diagram showing firewall placement given at **Figure F.2**.

Annexure F.2

Specifications of Next Generation Firewall (NGFW)

1. NGFW shall have following features including but not limited to:
   Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) & Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) & Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti- Spyware, Man In The Middle (MITM) attack prevention.

2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP & UDP packets. It shall have the provision to define application control list based on application group and/or list.
3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching

4. Firewall shall have Management Console port to configure remotely.

5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.

7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.

8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux & Mac.

9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.

10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.
11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and

access right management. It shall also have Role Based User management feature.

12. Firewall shall have the capability to configure sufficient number of VLANs.

13. Firewall shall have the capability to support sufficient number of sessions.

14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps.

15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.

17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality

18. Shall support simultaneous operation with both IPv4 and IPv6 traffic

19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization

20. Firewall shall have the features of port as well as MAC based security

21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.

22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.

23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

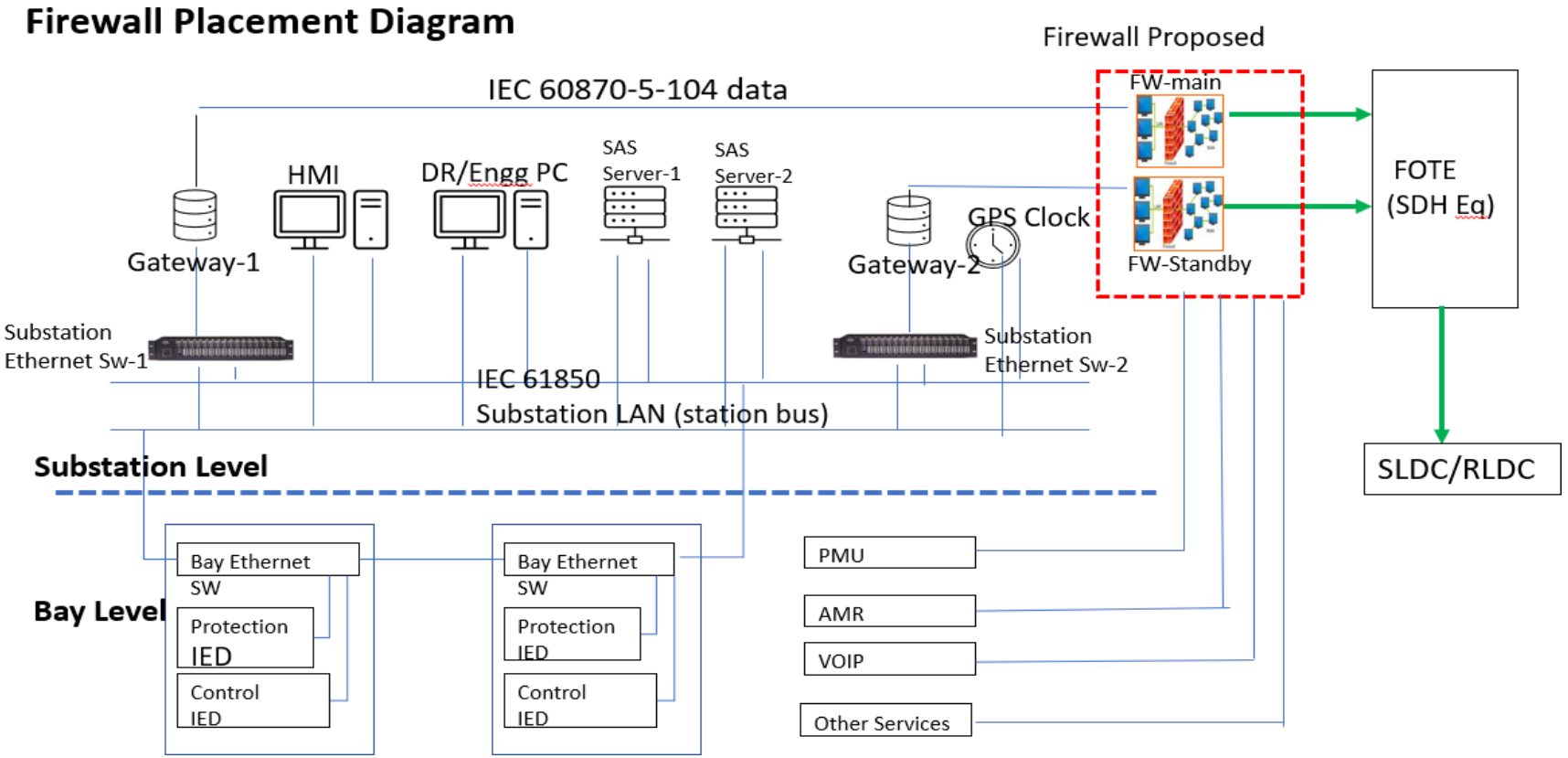
Firewall Placement Diagram
Firewall Proposed
IEC 60870-5-104 data
FW-main
FW-Standby
FOTE
(SDH Eq)
SLDC/RLDC
HMI
DR/Engg PC
SAS
Server-1
SAS
Server-2
GPS Clock
Gateway-1
Gateway-2
Substation
Ethernet Sw-1
Substation
Ethernet Sw-2
IEC 61850
Substation LAN (station bus)
Substation Level
Bay Level
Bay Ethernet
SW
Protection
IED
Control
IED
Bay Ethernet
SW
Protection
IED
Control
IED
PMU
AMR
VOIP
Other Services

Figure F.2

C.5.0 PLCC and PABX:

Power line carrier communication (PLCC) equipment complete for speech, tele-protection commands and data channels shall be provided on each transmission line. The PLCC equipment shall in brief include the following: -

(i) Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.

(ii) At new substation, a telephone exchange (PABX) of 24 trunk lines and 12 subscribers shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (RLDC/SLDC) etc.

(iii) Coupling devices shall be suitable for phase to phase coupling for 400 kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.

(iv) The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tunin

(v) device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

(vi) The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.

(vii) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:

Sl. No	Line name	PLCC configuration
1	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi	1 set Analog PLCC alongwith 4 teleprotectction command interface module + 1 set Digital Protection Coupler for each circuit at both ends.

Further, CVT and Wave trap for all 400 kV line bays under present scope shall be provided by TSP.

(viii) All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

(ix) 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if require.

Schedule: 2

Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	24 Months from Effective Date	100%	Nil

The payment of Transmission Charges for any Element, irrespective of its successful commissioning on or before its Scheduled COD, shall only be considered after successful commissioning of the Element(s), which are pre- required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project is: 24 months from Effective Date

Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1: **Site Regulations and Safety:**

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Nodal Agency for the purpose of monitoring of the Project.

2: **Emergency Work:**

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any entity , other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3: **Site Clearance:**

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4: **Watching and Lighting:**

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

Schedule: 4

Computation of Transmission Charges

1.1 General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per provisions of MERC MYT Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	140 X 25% X ((28+31)/365)	5.65		--	0.00
1-Apr-18 to 30-Nov-18	140 X 25% X (244/365)	23.39		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Sept-18	--	0.00		--	0.00
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-6: In case of early commissioning of Project

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1	**Transmission Charges for Element 2**	
1-July-19 to 31-Mar-20	140 X 100% X (274/365)	105.09
2	140 X 100% X 1	140
3	140 X 100% X 1	140
4	140 X 100% X 1	140
5	140 X 100% X 1	140
…….		
……..		
36 (1-Apr to 30-Jun)	140 X 100% X (91/365)	34.91

Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19	--	0.00
1-July-19 to 31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
…….					
……..					
36 (1-Apr-30-Jun)	140 X 100% X (91/365)				34.91

The Transmission Charges shall be payable on monthly basis as computed above.

1.2 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 98% and less than or equal to 98.5%;

Monthly Transmission Charges MTC(m) = Tmn *1

a. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 98%and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;

   Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;

   Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

   Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;

   Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;

   Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC/ SLDC, as per procedure provided in Schedule 6.
- m is the month in Contract Year ‘n’
- Tmn= Transmission Charges for the month ‘m’ in Contract Year ‘n’ = (=Transmission Charge/ no. of days in the Year n)* no. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the RLDC/ SLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.3 SLDC Fee & Charges

The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, shall be the responsibility of the TSP.

Schedule: 5

Quoted Transmission Charges

Quoted Transmission Charges: Rs 1,557.80 Million

Proportionate Transmission Charges payable for each Element of the Project:

S. No	Name of the Transmission Element	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	100%	Nil

Schedule: 6

महाराष्ट्र शासन राजपत्र असाधारण भाग चार-क, ऑगस्ट १९, २०२४/श्रावण २८, शके १९४६

Annexure-VI: Procedure for calculation of Transmission System Availability for a Month

1. Transmission system availability for a calendar month shall be computed by the respective Transmission Licensee, and certified by the MSLDC, separately for each AC and HVDC transmission system. For the purpose of calculation of Transmission System Availability:

   i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.

   ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformer together) shall form one element.

   iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.

   iv) Bus Reactors/Switchable line reactors: Each Bus Reactors/Switchable line reactors shall be considered as one element.

   v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element.

   vi) HVDC back-to-back Station: Each block of HVDC back-to-back Station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back Station) is not available, the HVDC back-to-back Station block shall also be considered as unavailable.

2. The Availability of AC and HVDC portion of Transmission system shall be computed as under:

   % Availability for AC system

$$= \frac{o \times AVo + p \times AVp + q \times AVq + r \times AVr}{o + p + q + r} \times 100$$

   % Availability for HVDC system

$$= \frac{s \times AVs + t \times AVt}{s + t} \times 100$$

   Where

   o = Total number of AC lines;

AVo	=	Availability of o number of AC lines;
p	=	Total number of bus reactors/switchable line reactors;
AVp	=	Availability of p number of bus reactors/switchable line reactors;
q	=	Total number of ICTs;
AVq	=	Availability of q number of ICTs;
r	=	Total number of SVCs;
AVr	=	Availability of r number of SVCs;
s	=	Total number of HVDC poles;
AVs	=	Availability of s number of HVDC poles;
t	=	Total number of HVDC back-to-back Station blocks;
AVt	=	Availability of t number of HVDC back-to-back Station blocks.

3. The weightage factor for each category of transmission element shall be as under:

(a) For each circuit of AC line – Surge Impedance Loading (SIL) for Uncompensated line multiplied by ckt-km.

SIL rating for various voltage levels and conductor configurations is given in **Appendix-I**. However, for the voltage levels and/or conductor configurations not listed in Appendix-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, SIL shall be as certified by the Maharashtra State Power Committee (MSPC) Secretariat considering the compensation on the line.

For shunt compensated line, the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly, in case of the lines with series compensation, the higher SIL shall be taken as per the percentage of compensation.

(b) For each HVDC pole- The rated MW capacity x ckt-km

(c) For each ICT bank – The rated MVA capacity

(d) For SVC- The rated MVAR capacity (inductive and capacitive)

(e) For Bus Reactor/switchable line reactors – The rated MVAR capacity.

(f) For HVDC back-to-back Station connecting two Regional grids- Rated MW capacity of each block.

4. The availability for each category of transmission element shall be computed based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per **Appendix-II**.

5. The transmission elements under outage due to following reasons shall be deemed to be available:
   i. Shut down availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to the Transmission Licensee, the MSLDC may restrict the deemed availability period to that considered reasonable for the work involved.
   ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of MSLDC.

6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration:
   i. Outage of elements due to acts of God and force majeure events beyond the control of the Transmission Licensee. However, onus of satisfying the MSLDC that element outage was due to aforesaid events and not due to design failure shall rest with the Transmission Licensee. A reasonable restoration time for the element shall be considered and any additional time taken by the Transmission Licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the Transmission Licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.
   ii. Outage caused by grid incident/disturbance not attributable to the Transmission Licensee, e.g., faults in substation or bays owned by other agency causing outage of the Transmission Licensee's elements, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.

Appendix-II

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

$$AV_o\text{(Availability of } o \text{ no. of AC lines)} = \sum_{i=1}^{o} \frac{W_i(T_i - T_{NAi})}{T_i} \Big/ \sum_{i=1}^{o} W_i$$

$$AV_s\text{(Availability of s no. of HVDC pole)} = \sum_{j=1}^{s} \frac{W_j(T_j - TNA_j)}{T_j} \Big/ \sum_{j=1}^{s} W_j$$

$$AV_q\text{(Availability of } q \text{ no. of ICTs)} = \sum_{K=1}^{q} \frac{W_k(T_k - T_{NAk})}{T_k} \Big/ \sum_{k=1}^{q} W_k$$

$$AV_r\text{(Availability of r no. of SVCs)} = \left[\sum_{l=1}^{r} 0.5W_{Il}\frac{(T_{Il} - T_{NAIl})}{T_{Il}} + \sum_{l=1}^{r} 0.5\, W_{Cl}\frac{(T_{Cl} - AC_l)}{T_{Cl}}\right] \Big/ \left[\sum_{l=1}^{r} 0.5W_{Il} + \sum_{l=1}^{r} 0.5\, W_{Cl}\right]$$

$$AVp\text{(Availability of } p \text{ no. of Switched Bus reactors)} = \sum_{m=1}^{p} \frac{W_m(T_m - T_{NAm})}{T_m} \Big/ \sum_{m=1}^{p} W_m$$

$$AVt\text{ (Availability of t no. of HVDC Back-to-back Blocks)} = \sum_{n=1}^{t} \frac{W_n(T_n - T_{NAn})}{T_n} \Big/ \sum_{n=1}^{t} W_n$$

Where W_i = Weightage factor for i^{th} transmission line

W_j = Weightage factor for j^{th} HVDC pole

Wk	=	Weightage factor for k^{th} ICT
W$_I l$&W$_C l$	=	Weightage factors for inductive & capacitive operation of l^{th} SVC
Wm	=	Weightage factor for mth bus reactor
Wn	=	Weightage factor for nth HVDC back to back block.

Ti, Tj, Tk, T$_I l$, T$_C l$, = Tm&Tn	The total hours of ith AC line,jth HVDC pole, kth ICT, lth SVC (Inductive Operation), lth SVC (Capacitive Operation),m^{th} Switched Bus Reactor &nth HVDC back-to-back block during the period under consideration (excluding time period for outages not attributable to Transmission Licensee for reasons given in Para 6 of the procedure)
T$_{NA} i$,T$_{NA} j$, T$_{NA} k$ = T$_{NAC} l$, T$_{NA} m$,	The non-availability hours (excluding the time period for T$_{NAI} l$, outages not attributable to transmission Licensee taken as T$_{NA} n$, deemed availability as per Para 5 of the procedure) for ith AC line, , jth HVDC pole, k^{th} ICT, 1th SVC (Inductive Operation), 1th SVC (Capacitive Operation), m^{th} Switched Bus Reactor and nth HVDC back-to-back block.

Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Schedule: 8

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the ……..[Insert name of the SPV or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated ..... and the other RFP Project Documents and the Nodal Agency and the ……..[Insert the name of the BPC], agreeing to execute the *RFP Project Documents* with the Selected Bidder, regarding setting up the Project, the …… [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to …… (being the Nodal Agency) at ……[Insert the Place from the address of the Nodal Agency indicated in the TSA] forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees …….. Crores (Rs.) only [Insert the amount of the bank guarantee] on behalf of M/s. …… [Insert name of the Selected Bidder or SPV].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. …….. Crores (Rs. ……..) only. Our Guarantee shall remain in force until …….. [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Nodal Agency shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from …… (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Selected Bidder], …….. [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against …… [Insert name of the SPV] or the Selected Bidder, as the case may be, to make any claim against or any demand on …… [Insert name of the SPV] or the Selected Bidder, as the case may be, or to give any notice to [Insert name of the SPV] or the Selected Bidder, as the case may be, or to enforce any security held by the Nodal Agency User or to exercise, levy or enforce any distress, diligence or other process against …… [Insert name of the SPV] or the Selected Bidder, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement.

The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. …….. Crores (Rs. .....) only and it shall remain in force until [Date to be inserted on the basis of Article 3.1.2 of the Transmission Service Agreement], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by ……. [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

In witness where of:

Signature .....

Name: .....

Power of attorney No.: ……

For:

….....[Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office

Schedule: 9

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$

Where,

ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the CERC, applicable on the Bid Deadline

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.

REC Power Development and Consultancy Limited
(Formerly known as REC Power Distribution Company Limited)
A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power, Govt. of India)

REC
Power Development

संदर्भ सं: आरईसीपीडीसीएल/इंट्रा-स्टेट/टीबीसीबी/एमएसईटीसीएल/2024-25/[illegible] Date: 13.03.2025

सेक्रेटरी,
महाराष्ट्र विद्युत विनियामक आयोग
वर्ल्ड ट्रेड सेंटर नंबर 1
13वी मंजिल, कफ परेड
मुंबई-400005

Subject: Global Invitation for selection of Transmission Service Provider for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process. **- Copy of RFP Notification**.

महोदय,

As you may kindly be aware that Government of Maharashtra vide its Gazette Notification dated 12.02.2025 has appointed REC Power Development and Consultancy Limited as Bid Process Coordinator (BPC) for selection of Transmission Service Provider to establish transmission system on Build, Own, Operate & Transfer (BOOT) basis for the subject cited transmission project.

Accordingly, in accordance with the provision of Clause 4.2 of "Tariff Based Competitive Bidding Guidelines for Transmission Service" issued by Ministry of Power, GoI, we would like to intimate that the RFP process for the subject cited project has been initiated by way of Global Invitation in National/International newspapers on 13.03.2025 for selection of bidder as Transmission Service Provider. The important timelines in this regard is as below. :-

Sr. No.	Name of the Project	Last date of RFP Purchase	Last date for submission of response to RFP
1.	Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads	15.05.2025	16.05.2025 up to 1500 Hrs (IST)

The RfP notification and RfP document for the above project has also been uploaded on our websites www.recindia.nic.in and www.recpdcl.in.

In this regard, we are forwarding one copy of Request for Proposal (RfP) document of the above transmission project for your kind information and reference please.

धन्यवाद,

भवदीय,

13/03/2025

अनिल कुमार पेराला
मुख्य प्रबंधक (तकनीकी)

संलग्न :जैसा कि ऊपर बताया गया है

ANNEXURE P/5

REC Power Development and Consultancy Limited
(Formerly known as REC Power Distribution Company Limited,
A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power, Govt. of India)

REC Power Development

संदर्भ संख्या: आरईसीपीडीसीएल/इंट्रा-स्टेट/टीबीसीबी/एमएसईटीसीएल/2024-25/५१३१ Date: 13.03.2025

मुख्य अभियंता (राज्य ट्रांसमिशन यूटिलिटी)
महाराष्ट्र राज्य विद्युत ट्रांसमिशन कंपनी लिमिटेड
प्रकाशगंगा, 4वीं मंजिल/ए विंग, प्लॉट सी-19,
ई-ब्लॉक, बीकेसी बांद्रा (ई),
मुंबई-400051

Subject: Global Invitation for selection of Transmission Service Provider for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process. - **Copy of RFP Notification**.

महोदय,

As you may kindly be aware that Government of Maharashtra vide its Gazette Notification dated 12.02.2025 has appointed REC Power Development and Consultancy Limited as Bid Process Coordinator (BPC) for selection of Transmission Service Provider to establish transmission system on Build, Own, Operate & Transfer (BOOT) basis for the subject cited transmission project.

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धन्यवाद,

भवदीय,
13/03/25
अनिल कुमार पेराला
मुख्य प्रबंधक (तकनीकी)

संलग्न :जैसा कि ऊपर बताया गया है

Amendment-I dated 03.04.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process.

Sl. No.	Clause No.	Existing Clause	New/Revised Clause
1.	Clause 1.6.1.1 of RFP	Establishment, operation and maintenance of the Project on build, own, operate and transfer basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning. Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond **3 Km** radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield Intermediate Substations in the scope of TSP shall not be beyond **10 Km** radius of the location proposed by the BPC in the Survey Report.	Establishment, operation and maintenance of the Project on build, own, operate and transfer basis and completion of all the activities for the Project, including survey, detailed project report formulation, arranging finance, project management, necessary Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/river/canal/power crossing/PTCC, etc.), land compensation, design, engineering, equipment, material, construction, erection, testing & commissioning. Further, the actual location of Greenfield Substation (Switching Station or HVDC Terminal or Inverter Station) in the scope of TSP: • **For a Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by the BPC in their Survey Report.** • **For Load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.** • **For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by the BPC in their Survey Report.**
2.	RFP, TSA and SPA	Name of the Project Specific SPV	All the reference to the name of the SPV may be read as "**JEJURI HINJEWADI POWER TRANSMISSION LIMITED**".

Sl. No.	Clause No.	Existing/New Clause	New/Revised Clause
1.	Clause A.7.0 RFP & TSA SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE	A) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing. B) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement. C) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement. D) For crossing of railway tracks, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.	**(A) Under crossing of the existing transmission line of same Voltage shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical Inspector, CEA with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violated.** **B)** For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing. **C)** For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement. **D)** For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement. **E)** For crossing of railway tracks, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.
2.	Clause A.24.0 RFP & TSA Specific	**New Clause**	**The stringing of the transmission line in forest area shall be carried out through drone.**

Sl. No.	Clause No.	Existing/New Clause	New/Revised Clause
	Technical Requirements for Transmission Line		
3.	Clause A.25.0 RFP & TSA Specific Technical Requirements for Transmission Line	**New Clause**	**RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.**
4.	ARTICLE: 16 of TSA	ARTICLE: 16 Governing Law and Dispute Resolution 16.1 Governing Law - This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in **Delhi**.	ARTICLE: 16 Governing Law and Dispute Resolution 16.1 Governing Law - This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in **Maharashtra**.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
1	RFP	General	Please let us know the status of Regulatory Approvals for the project.		SPV Acquisition is linked to regulatory approval and it is very important to get the clearance before RFP Submission as this will impact the initiation of projects.	The approval of Project under TBCB route has been obtained from MERC. The Empowered Committee has approved the execution of the project via TBCB route in its 6th meeting dated 3rd January 2025. Further Gazette Notification for executing this project under TBCB with appointment of RECPDCL as BPC is issued on 12-02-2025. Hence, no separate regulatory approval is required.
2	RFP	400kV Bays at JEJURI 400kV Bays at Hinjewadi Cl. Details wrt existing 400kV SS	BPC to share the existing SLD, Layout drawing with exact scope demarcation for better clarity.		Existing substation details are required for making proper bid estimation and line orientations understanding.	Please refer Appendix A issued along with the RFP documents. For further details, bidders may visit site and acquaint themselves with site conditions.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

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						Please refer Clause 2.5.7 of the RFP document & Clause 5.1.4 of TSA document.
3	RFP	400kV Bays at JEJURI 400kV Bays at Hinjewadi Cl. Details wrt existing 400kV SS Sr. 1 Space availability	It is understood that at Jejuri, only 2 No of Line Bays under present scope of work, no dia completion bays/Module under present scope of work. BPC to confirm the understanding.			At Jejuri end two no. of indoor GIS line bays are to be constructed as per orientation of existing line bays and so as to enable termination of 400 kV double circuit line.
4	RFP	400kV Bays at JEJURI 400kV Bays at Hinjewadi Cl. Details wrt existing 400kV SS Cl. Details wrt existing 400kV SS	BPC to confirm the existing make of GIS and extension module details.			At Jejuri, new Indoor GIS is to be constructed and connected to the existing one and a half breaker AIS. At Hinjewadi, the existing GIS is of GE make, and the extension module shall be compatible to existing system.
5	RFP	400kV Bays at JEJURI	It is understood that existing ACDB & DCDB have spare feeder to extend the supply for			At Jejuri and Hinjewadi separate

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

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		400kV Bays at Hinjewadi Cl. Details wrt existing 400kV SS Sr. 4 ACDB & DCDB Panels	new Sub ACDB & DCDB (Provided for present bays only) at both locations. BPC to clarify the same.			ACDB and DCDBs of adequate capacity are to be installed for project under consideration.
6	RFP	400kV Bays at JEJURI 400kV Bays at Hinjewadi Cl. Details wrt existing 400kV SS Sr. 5 New Battery Set	It is understood that New Battery set (220V & 48V) along with associated panels to be provided for present bays only. Required Ac supply is available from existing system. Further also clarify the space provision in Existing CRB to accommodate the new Panels, Battery and battery charger.			At Jejuri end the indoor GIS is to be constructed along with separate auxiliary power supply and accommodation of new panels battery and charger. At Hinjewadi end existing indoor GIS room and auxiliary power supply are to be used for construction of new GIS bays.
7	RFP	400kV Bays at JEJURI 400kV Bays at Hinjewadi Cl. Details wrt existing 400kV SS Sr. 7 Fire Fighting System	BPC to clarify the Scope of New FF system. As it involves Pump House, Water Tank, Hydrant System etc.			At both substation water storage type FF system is presently not available hence, new FF systems to be installed at both ends.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

<table>
<tr><th>Sl. No</th><th>Name of the Document</th><th>Clause No. and Existing provision</th><th>Clarification required</th><th>Suggested text for the amendment</th><th>Rationale for the Clarification or Amendment</th><th>RECPDCL Reply</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>8</td><td>RFP</td><td>The relevant conductor configuration shall be as follows: -
Basic Parameters:
A.8.0 The relevant conductor configuration shall be as follows: -
Basic Parameters:
<table>
<tr><th>Transmission line</th><th>ACSR Conductor specified</th><th>Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy</th><th>Equivalent minimum size of Al.59 conductor based on 59% conductivity of Al. Alloy*</th><th>Sub-conductor Spacing</th></tr>
<tr><td>400 kV D/C (Quad Bundled) Transmission Lines</td><td>Zebra: Stranding 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm² diameter, 528.5 mm² Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN</td><td>Stranding details: 61/3.55 mm, 31.95mm Diameter, 604 mm² Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 Minimum UTS: 159.80 kN</td><td>Stranding details: 61/3.31 mm 29.79 mm diameter; 525 mm2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN</td><td>457 mm</td></tr>
</table></td><td>ACSR Zebra Conductor has been specified for 400 kV D/C (Quad Bundled) Transmission Lines in RfP, however in Table Basic parameters of ACSR Moose conductor has been specified under ACSR Zebra Conductor.

BPC may clarify.</td><td></td><td>The bidder can provide the realistic tariff bid as per standard Tower design practice.</td><td>The conductor specification shall remain the same as per the existing line.</td></tr>
<tr><td>9</td><td>Clause 1.2 of RFP</td><td>Notes in the scope of the project are as under:
<table>
<tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)
• 400kV Line bay at 400 kV Jejuri Substation : 2 Nos.</td><td>18 months</td></tr>
</table></td><td>With regard to 400kV bays to be constructed by the TSP at 400kV Jejuri S/s and Hinjewadi S/s, the following may be clarified:
1. Who shall be responsible for O&M of these bays at Jejuri S/s & Hinjewadi S/s ?

2. In case it is to be carried out by existing owners, it is understood that O&M of these bays at Jejuri and Hinjewadi substation are governed by CEA O&M guidelines. Kindly Confirm.</td><td></td><td></td><td>Regarding O&M, CEA's "Operation and Maintenance (O&M) guidelines and Standard Format for Memorandum of Understating between New TSP and Existing TSP" issued by CEA vide its letter No. I/28514/2023 dated 22.06.2023 shall be followed.</td></tr>
</table>

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		• (GIS)* 400kV Line bay at 400 kV Hinjewadi Substation : 2 Nos. (GIS)**				
10	RFP	BETWEEN: Persons whose names, addresses and other details are provided in Schedule 10 of this Agreement (collectively and individually referred to as the "Long Term Transmission System Users"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;	Given the extensive list of Long-Term Transmission System users, it would be prudent to conduct the Transmission Service Agreement (TSA) with the 1st Lead LTTU and the 2nd LTTU.			1. The List of Long-Term Transmission System Users and percentage share as mentioned in TSA are subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA. The names of the Long-Term Transmission System Users who shall be signatory to the TSA shall be duly intimated prior to signing of TSA. 2. A new Long-Term Transmission System Users shall become a party to the TSA after agreeing to the terms and conditions of the TSA and

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

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						signing a Supplementary Agreement as annexed in Schedule 11 to the TSA. 3.The transmission charges will be shared and recovered amongst all Long-Term Transmission System Users as per the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as amended from time to time. Regulation 83 and Regulation 84 of the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 provides for "Determination of

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
						Intra-State Transmission Tariff" and "Sharing of Total Transmission System Cost by long-term Transmission System Users".
11	RFP & Survey Report	RFP Scope of Works & Survey Report **Coordinates of the Substation** **Existing 400/220 kV Hinjewadi substation** Name of the substation: 400/220 kV Hinjewadi substation Village: Hinjewadi Taluka: Mulshi-Paud District: Pune Latitude: 18° 35' 52.19" N Longitude: 73° 41' 27.32" E **Existing 400/220 kV Jejuri substation** Name of the substation: 400/220 kV Jejuri Substation Village: Jejuri Taluka: Saswad-Purandhar District: Pune Latitude: 18° 16' 52.9" N Longitude: 74° 8' 12.3" E **Note:** The exact coordinates for constructing the 400 kV line bays at Hinjewadi and Jejuri substations, for terminating the 400 kV Jejuri – Hinjewadi D/C transmission line, shall be obtained from the substation owner during the execution stage.	With regard to the space for 400kV Line bays ay 400kV Jejuri & 400kV Hinjewadi S/s, the following may be clarified: 1. It is understood that space will be provided by Maharashtra State Electricity Transmission Company Limited (MSETCL) at free of cost. Further, it is kindly requested to provide details of the modus operandi of space provided at **400kV Jejuri & 400kV Hinjewadi S/s** between TSP and MSETCL. Whether it will be provided on lease basis or any other mode? Whether any recurring charges needs to be paid by TSP, the same may be informed by BPC. If it is not provided at the bidding stage, the same shall be treated as change in law.		Bidder needs information for prosper estimation.	Land space will be available as-is-where-is basis for present scope of work only at free of cost. For any additional requirement of TSP, TSP needs to mutually align with the existing station owner. Further, the prospective bidders are requested to visit the site physically to acquaint themselves with the site condition. Please also refer Clause No. 2.5.7 of the RFP Document.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			2. What are the timelines to provide space by the owner of the GIS substations to TSP. If the timeline is not adhered as provided by BPC, the same shall be treated as Force Majeure. Whether clean space will be provided by MSETCL to TSP or on as-is-where-is basis?			
12	RFP	Clause 3. (Page-3) The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with the provisions of the Transmission Service Agreement and applicable Rules/ Regulations, Orders, Codes and Guidelines issued by the State Government and State Commission and other relevant Orders, Rules/	1) Bidder shall follow CEA guidelines for electrical plant & lines, CEA specifications for transformer and reactor. However, which guidelines / orders / codes of state government or state commission are applicable for this project? 2) Further in case of conflict between provisions of state and central authority guidelines, which one shall be followed by bidder.		Required for correct estimation of scope of work	The bidder has to comply with all the relevant and applicable rules and regulations.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Regulations of Central Government and Central Commission, as applicable.				
13	RFP	Scope of work	Considering the project execution challenges due to forest/ RoW/ hilly terrain, we suggest to consider monopole instead of lattice towers in the project and would request BPC to specify monopoles as mandate for all bidders.		Required for correct estimation of scope of work	It is up to the discretion of the bidders to use Monopole/Lattice towers for the proposed LILO lines, duly following the applicable guidelines/ regulations.
14	RFP	Scope of work & Appendix-A	Extension of existing GIS is proposed at Hinjewadi S/s. Existing GIS Main bus-1 main bus-2 module details & OEM drawing shall be provided. GIS indoor building & Outdoor plan section drawings required for detailing. Kindly confirm the space required for GIS installation will be handed over to TSP free of cost.		Required for correct estimation of scope of work	The existing GIS is of GE make, and the extension module shall be compatible to the existing system. The space required for the installation of the GIS would be handed over to the TSP free of cost.
15	RFP	Scope of work & Apendix-A	For Jejuri S/s, 1. Plot drawing with clear space marked for indoor GIS is missing. 2. kindly confirm the GIS		Required for correct estimation of scope of work	Please refer Appendix A issued along with the RFP documents. For further details, bidders may visit site

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

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			space will be handed over to TSP free of cost.			and acquaint themselves with site conditions. Please refer Clause 2.5.7 of the RFP document & Clause 5.1.4 of TSA document. The GIS space will be handed over to the TSP free of cost
16	RFP	Scope of work	we understand that at Hinjewadi substation, there is two-line bays (jejuri-I and Jejuri-II) are exists. BPC to confirm whether existing bays can be utilized or we have to construct two new GIS bays.		Required for correct estimation of scope of work	New GIS bays are to be constructed.
17	RFP	Clause 3. (Page-3) Notes	Kindly provide contour survey report & soil investigation report required for indoor GIS building		Required for correct estimation of scope of work	Preparation of contour survey report & soil investigation report required for indoor GIS building will be scope of TSP.
18	RFP	Scope of work	BPC to confirm, for Jejuri substation auxillary system and CRP panels is to be placed in existing building or new GIS building.		Required for correct estimation of scope of work	For Jejuri substation auxiliary system and CRP panels is to be placed in new GIS building.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

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19	RFP	Technical requirement B.3.1	For extension of exiting substation, Auxillary supply of AC & DC spare details required for both Jejuri & Hinjewaadi S/s. If not available respective utility shall arrange to provide it to RSP free of cost.		Required for correct estimation of scope of work	At Hinjewadi end existing indoor GIS room and auxiliary power supply are to be used for construction of new GIS bays. At Jejuri end provision of auxiliary supply to be created.
20	RFP	Location details of existing/ planned substation_Page No.146	spare capacity available in LT transformer to provide supply required for bays at Jejuri and Hinjewadi substation. BPC to confirm the Incoming feeders to New ACDB and DCDB shall be provided by substation owner, if required.		Required for correct estimation of scope of work	Existing LT transformers to be used however, separate ACDB and DCDB to be provided.
21	RFP	Technical requirement B.3.2	Fire-fighting extension of new GIS building feasibility to be confirmed at Jejuri S/s		Required for correct estimation of scope of work	New Fire Fighting system is to be provided.
22	RFP	Page 3 of 158, Notes	As per RFP, it is mentioned that Space is available at 400 kV Jejuri substation for indoor GIS In view of this, please confirm whether new 400 kV GIS building needs to be constructed for housing the 2 no. of 400 kV GIS Dia at Jejuri SS only.		Required for correct estimation of scope of work	A new building needs to be constructed to house the 2 no. of 400 kV GIS at Jejuri.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
23	RFP	Clause B.1.2 Switching Scheme page 134 of 158	Please confirm the bay configuration for proposed 2 no. of 400 kV GIS Dia at Jejuri SS: Line 1 - Tie 1- ICT/Future line/Bus Reactor, Line 2 - Tie 2 - ICT/Future line/Bus Reactor. In above, if future lines are to be considered, then kindly confirm whether line Reactor breaker needs to be considered in the 400 kV GIS for the future lines or not.		Required for correct estimation of scope of work	The provision of line reactor bay is not considered in the present scope of work.
24	RFP	Page 133 of 158 SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION	As per RFP, existing 400 kV Jejuri SS is AIS and proposed extension is through GIB for 2 no. Of indoor 400 kV GIS Dia. However, Location of proposed 400 kV GIS and existing 400 kV AIS location is not provided. In view of this, Please confirm the length of 400 kV GIS bus duct to be considered at Jejuri SS for extension of AIS Main Bus 1 & 2 through GIB. and AIS to GIS connection isolation is required (bus section breaker or Isolator)		Required for correct estimation of scope of work	At Jejuri, new Indoor GIS is to be constructed and connected to the existing one and a half breaker AIS.
25	RFP	Annexure: SPECIFIC TECHNICAL REQUIREMENTS	(i) We understand connectivity of SCADA, AGC (wherever applicable), VoIP, AMR and PMU will be		Required for correct estimation of scope of work	Yes, the existing Point to Point communication

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		FOR COMMUNICATION (Pg. 148 3rd paragraph) The communication services viz. SCADA, VoIP, PMU, AGC & AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre.	provisioned from existing FOTE at Jejuri substation to Main control center and Backup Control Center, PDC at Main Control Center by MSETCL. Please confirm. (ii) Request to provide details like location, utilities, channel availability to SLDC, Backup SLDC, RLDC e.t.c., for all the data communication connectivity end-points. (iii) We understand that the existing connectivity of both Hinjewadi s/s and Jejuri s/s to SLDC is through VSAT link. For the new Jejuri-Hinjewadi line data connectivity to SLDC whether the same VSAT link can be utilised. Please confirm. (iv) Also, please confirm the availability of spare ports availability in VSAT.			infrastructure can be utilized.
26	RFP	Annexure: SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION (Pg no. 148)	1. Request to provide details of line length for approximate calculation of optical length for FOTE optics consideration accordingly. We understand that the line length is		Required for correct estimation of scope of work	Please refer survey report issued to the bidders. The line length indicated in survey report is indicative in nature. Bidders are required

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		C.1.0 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi On Jejuri (existing) to 400 kV Hinjewadi 400 kV D/C line, TSP shall supply, install and commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.	approximately 120 kms. Please confirm.			to carry out their own assessment as per RFP. For any further details, Bidder may visit the site. Please refer Clause No. 2.5.7 of RFP Document.
27	RFP	Annexure: SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION (Pg no. 148) C.1.0 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi	(i) FOTE system requirement and detailed scope is not mentioned in the RFP. Hence, we understand that new FOTE panels is not in scope of this project. Please confirm. (ii) In-case if new FOTE to be considered. Request to share the scope of FOTE system implementation at Hinjewadi substation and remote end Jejuri Substation along with detailed requirements including number of directions, channels and		Required for correct estimation of scope of work	The scope is as per RFP. However, existing communication infrastructure can be used for said project.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			scope for local integration (if any).			
28	RFP	Annexure: SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION (Pg no. 154) C.5.0 PLCC and PABX: At new substation, a telephone exchange (PABX) of 24 trunk lines and 12 subscribers shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (RLDC/SLDC) etc.	(i) We understand that new PABX to be established at Hinjewadi S/s and voice connectivity to be extended to Jejuri S/s, SLDC, ALDC and RLDC. Please confirm. (ii) We understand that there is MATRIX make PABX present at Hinjewadi S/s which is currently not being utilized. Whether new PABX to be considered or existing PABX to be utilised. Please confirm. (iii) Request to provide details of locations for voice connectivity extension and also channels availability from Jejuri S/s to respective MCC, BCC and RLDC. (iv) We understand that there is no requirement of new PABX at Jejuri S/s (existing). Please confirm.		Required for correct estimation of scope of work	The scope of work shall be as per RFP documents. For further details, Bidder may visit the site. Please refer Clause No. 2.5.7 of RFP Document.
29	RFP	Annexure F.2 Specifications of Next	(i) Request to confirm if scope includes consideration of		Required for consideration of	The IT infrastructure scope will be as per RFP. For further

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Generation Firewall (NGFW) (Pg no. 151) 4. Firewall shall have Management Console port to configure remotely. 11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management.	firewall management system. (ii) Request to confirm if scope includes new remote / central firewall management system. In-case if central firewall management system is already present. Request to provide details of central Firewall Management System (make, model if any for integration of Substation Firewall with central firewall manager) (iii) Request to provide details of location and details of central authentication system (make, model if any for integration) (iv) We understand that in-case of integration, channels will be provided through MSETCL Jejuri S/s by MSETCL. Please confirm.		compatible Firewall equipment, license and costing.	details, Bidder may visit the site. Please refer Clause No. 2.5.7 of RFP Document.
30	RFP	SPECIFIC TECHNICAL REQUIREMENTS FOR INTEGRATION OF	(i) Scope of Integration with NMS is not mentioned in RFP. Hence, we understand that there is no requirement for integration of Communication		Required for correct estimation of scope of work	The scope of Communication infrastructure will be as per RFP. For further details,

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		COMMUNICATION EQUIPMENT WITH REGIONAL LEVEL NMS / REGIONAL UNMS	equipment with Central NMS. Please confirm. (ii) In-case of NMS integration requirement. Request to share scope of NMS integration (if any). Also, Please share details of existing central UNMS for integrating the supplied FOTE / Firewall / Network devices. (iii) In-case of NMS integration if any, we understand that connectivity from existing equipment to the central UNMS would be provisioned by MSETCL. Please confirm.			Bidder may visit the site. Please refer Clause No. 2.5.7 of RFP Document.
31	RFP	Clause B.2.8 a) - Substation Automation System (Page-139) In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.	Kindly share Make and Version Details of SAS at Jejuri and Hinjewadi. Kindly share System Architecture of SAS at Jejuri and Hinjewadi As mentioned in Clause B.2.8 a), we understand that if SAS is present in Existing Station (Jejuri & Hinjewadi), we need to integrate New Bays with Existing SAS System. If SAS is not present in		Required for correct estimation of scope of work	At Jejuri, end SAS is not there. However, at the Hinjewadi end, the SAS of GE make is installed.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			Existing Station (Jejuri & Hinjewadi), control functions shall be done through control panels.			
32	RFP	Clause B.2.8 a) - Substation Automation System (Page-139) Necessary gateway and modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement and shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre.	Kindly confirm on below points with reference to RLDC/SLDC Connectivity: - 1) We understand that RLDC/SLDC is located at Kalwa and Amazari. Kindly confirm. 2) Is there any connectivity available from Jejuri and Hinjewadi upto RLDC/SLDC? 3) Are there any datapoints getting exchanged with RLDC/SLDC from Jejuri and Hinjewadi? 4) Kindly share Dataflow Architecture from Station to RLDC/SLDC		Required for correct estimation of scope of work	Connectivity available from Jejuri up to SLDC. At Hinjewadi SAS is present and connectivity available up to SLDC.
33	RFP	Clause B.3.6. GIS Hall (Page-142) Further, the temperature of the room shall be monitored through substation automation system by providing necessary	We understand that, 1) At Jejuri, New Building Structure is to be considered so Temperature Sensors will be considered and will be integrated with SCADA provided Existing SCADA System is available 2) At Hinjewadi, GIS Hall is already in place. Are there		Required for correct estimation of scope of work	At Jejuri presently SCADA is not installed. At Hinjewadi GIS bays are to be installed in existing GIS Room.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		temperature transducers.	any Temperature Sensors available? or Do we need to considered New Temperature Sensors?			
34	RFP	Clause C.2.0 (Page-149) Specific Requirement for Phasor Measurement Units (PMUs) TSP shall supply, install & commission required no. of Phasor Measurement Units (PMUs) PMUs at all the locations under the scope of TSP under this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (along-with all amendments if any),	As per latest CEA Guidelines, For 400KV and Above Lines, PMUs to be considered at One End of Line. 1) Kindly confirm which End (Jejuri or Hinjewadi) to be considered for PMU? 2) Does any existing connectivity is available from the Station where New PMUs will be installed?		Required for correct estimation of scope of work	The scope of work is as per RFP. For further details, Bidder may visit the site. Please refer Clause No. 2.5.7 of RFP Document.
35	RFP	Specific Technical requirement for Substation: B.3.1 AC and DC Power	We understand that existing Battery and chargers at Hinjewadi and Jejuri S/s are sufficient to cater additional bay load which is in the scope		Required for correct estimation of scope of work	At Hinjewadi end existing indoor GIS room and auxiliary power supply are to be used for

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		supplies (page 140 of 158)	of TSP. Therefore, no new 220 & 48 VDC Battery and charger is required. Please confirm that TSP understanding is correct.			construction new GIS bays. At Jejuri end provision of auxiliary supply to be created as per site requirement.
36	RFP	Specific Technical requirement for Substation: B.2.7.d. Busbar Protection (page 138 of 158)	BPC to provide existing Busbar Protection details at Jejuri whether it is Distributed or Centralized Type with Relay and Model number.		Required for correct estimation of scope of work	The existing BB protection scheme at Jejuri is Centralised Numerical BB Protection scheme.
37	RFP	Specific Technical requirement for Substation: B.2.7.d. Busbar Protection (page 138 of 158)	We understand that existing Busbar protection at Jejuri is sufficient to accommodate 2 new bays of TSP scope. Please confirm that TSP understanding is correct.		Required for correct estimation of scope of work	New bus-bar modules to be provided separately for TSP scope.
38	RFP	Specific Technical requirement for Substation: B.2.7.d. Busbar Protection (page 138 of 158)	BPC to provide existing Busbar Protection details at Hinjewadi whether it is Distributed or Centralized Type with Relay and Model number.		Required for correct estimation of scope of work	The existing BB protection scheme at Hinjewadi is Centralised Numerical BB Protection scheme.
39	RFP	Specific Technical requirement for Substation: B.2.7.d. Busbar Protection (page 138 of 158)	We understand that existing Busbar protection at Hinjewadi is sufficient to accommodate 2 new bays of TSP scope. Please confirm		Required for correct estimation of scope of work	New bus-bar modules to be provided separately for TSP scope

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			that TSP understanding is correct.			
40	RFP	Section-1 Clause 1.2 Scope of the Transmission Scheme, 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	We understand that TSP can use any type and configuration of conductor to achieve 2000MW capacity of each circuit. Please confirm that TSP understanding is correct.		Required for correct estimation of scope of work	Provisions of RFP to be followed.
41	Survey report	Survey report _Jejuri-Hinjewadi, Clause no. 24, Serial No. 29, Page no. 36/45, wind zone 2.	Transmission line sections is passing within a distance of 50 km from the boundary of wind zones 4 , so wind zones 4 shall be considered for design of towers located in such sections. Please confirm that TSP understanding is correct.		Required for correct estimation of scope of work	Provisions of RFP to be followed.
42	RFP	Clause B.2.8 a) - Substation Automation System (Page-139), In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.	We understand that SAS System is available at Jejuri and Hingewadi, in case we are planning propose new SAS System for 2 Lines, is it possible to have Separate SAS System for these 2 Lines and existing System for other Bays? In case not possible, what all data (of Existing Bays) to be		Required for correct estimation of scope of work	At the Jejuri end, the SAS is not present. However, at the Hinjewadi end, SAS of GE make is installed.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			integrated with New SAS & Gateway?			
43	RFP	Clause B.2.8 a) - Substation Automation System (Page-139), In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.	Kindly share details on the below points:- 1) How is the status and analog data is integrated with existing SAS? i.e. is it Hardwired or is it coming through Relays on Soft (IEC61850)? 2) At Hinjewadi, how many 400KV Bays Data is available on SAS? 3) Any Protection Relays integrated with SAS?		Required for correct estimation of scope of work	At the Jejuri end, the SAS is not present. However, at the Hinjewadi end, SAS of GE make is installed.
44	RFP	Clause B.2.8 a) - Substation Automation System (Page-139), In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.	At Hinjewadi, Jejuri-1 and 2 Line Bay already exists in GIS. Protection Relays and BCUs are already available in Panel. Do we need to consider complete New Set of Gis Bays and Relays at Site and thereby its integration with SAS?		Required for correct estimation of scope of work	Complete new Set of GIS Bays and Relays has to be considered.
45	RFP	Clause B.2.8 a) - Substation Automation System (Page-139), Necessary gateway	We understand that both Stations i.e. Jejuri and Hinjewadi are connected to SLDC with VSAT Link. Are we allowed to use same VSAT		Required for correct estimation of scope of work	Connectivity is available from Jejuri up to SLDC. At Hinjewadi SAS is present and

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		and modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement and shall be provisioned with 2+2 redundancy i.e., 2 channels for Main Control Centre and 2 channels for Backup Control Centre.	Link during Project for sending data through SCADA Gateway? Are spare channels available in VSAT Device?			connectivity available up to SLDC. The Scope of work is as per RFP
46	RFP	Caluse C.2.0 (Page-149) These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC.	We understand that both Stations i.e. Jejuri and Hinjewadi are connected to SLDC with VSAT Link. Kindly confirm on how to extend connectivity upto SLDC and from which Station?		Required for correct estimation of scope of work	Connectivity is available from Jejuri up to SLDC. At Hinjewadi SAS is present and connectivity available up to SLDC. The Scope of work is as per RFP
47	RFP	Annexure: SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION (Pg. 148)	(i) We understand that new Communication panels (PABX, PLCC, FOTE, FODP) to be placed at existing PLCC room at Hinjewadi S/s. Please confirm. (ii) We understand that new		Required for correct estimation of scope of work	The new communication panels (PABX, PLCC, FOTE, FODP) to be placed at respective control room buildings.

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			Communication panels (PABX, PLCC, FOTE, FODP) to be placed at existing PLCC room at Jejuri S/s. Please confirm.			
48	Civil Work	scope of work	1. In Jejuri S/S proposed GIS bays structure location having hilly terrain, need levelled for construction activity. Please confirm the Land levelling will be done by us or we will get levelled land. Also, in Hijewadi S/S. 2. GIS building structure in RCC or PEB. 3. Switchyards structures like gantry structures, CVT, Wavetrap, LA and BPI structure having standard drawings or we can use our drawings as per design. 4. Switchyard drains connectivity for outfall. please provide existing drain layout. 5. Approach road during construction activity. Is there any separate access or we can use same existing roads. please confirm. 6. Construction Power will be manage by client or by us.		Required for correct estimation of scope of work	The scope of work includes levelling of land for erection of outdoor and Indoor equipment/building.

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			7. Water availability for construction. 8. Please provide list approvals required for construction activities from local authority if any.			
49	Request for Proposal & Transmission Service Agreement	Various Clauses, Schedules and Articles SCOD - 18 Months from effective date	Please consider granting extension of SCOD from 18 months to at least 30 months	SCOD - 30 months from effective date	1) As per the minutes of the 28th National Committee on Transmission released on 21st March 2025, the persisting issue of high lead time in manufacturing of ICTs/reactors as well as GIS bay extensions was acknowledged and as a result, the timelines for constructing greenfield schemes as well as carrying out augmentation works of different kind at existing substations were increased by at least 3-6 months beyond their default timelines. 2) KVTL was the first intra - state transmission scheme to be commissioned under TBCB mode in	As per RFP. Any change will be informed through an amendment.

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					Maharashtra. However, owing to various FM events, including delay in obtaining forest and wildlife clearances, the project took significantly higher time for commissioning than the stipulated SCOD timeline of 30 months. The subject transmission scheme is also in a similar geography as KVTL. Therefore, citing the above reasons, we submit that the SCOD timeline for the subject transmission scheme should be kept as 30 months from effective date.	
50	Request for Proposal Document	**Scope of transmission scheme** **Clause 2.1** Coordinates of 400/220 kV Hinjewadi sub-station and	Please specify the following: Space to be provided by the existing TSP(s) at 400 kV Jejuri substation and 400 kV Hinjewadi substation for indoor GIS bays shall be free of cost.		As per the minutes of the 26th National Committee on Transmission (NCT) released on 30th January 2025, NCT directed the following with respect to ISTS schemes:	Yes, the space at the 400 kV Jejuri substation and 400 kV Hinjewadi substation for indoor GIS bays shall be provided free of cost.

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		400/220 kV Jejuri substation			"Regarding space in existing substation, the available land shall be given to another TSP free of cost" Hence the clarification is sought for the ease of preparing a robust techno-commercial proposal and execution of the subject transmission scheme. Such amendment will also encourage competition.	
51	RFP	General	Please specify the following: a) Will the supplementary guidelines for payment of compensation in regard to Right of Way (RoW) for transmission lines, issued by Ministry of Power, Government of India on 21st March 2025 be applicable to the subject Intra State transmission scheme? Will the RoW width and Span in different terrain be applicable as per Schedule VII of CEA (Technical Standards for Construction of		Clarification sought for estimation purpose to enable preparation of a robust techno-commercial proposal and execution of the subject transmission scheme. Such amendment will also encourage competition.	The ROW provisions will be governed as per prevailing rules and regulation in the State of Maharashtra.

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<table>
<tr><th>Sl. No</th><th>Name of the Document</th><th>Clause No. and Existing provision</th><th>Clarification required</th><th>Suggested text for the amendment</th><th>Rationale for the Clarification or Amendment</th><th>RECPDCL Reply</th></tr>
<tr><td></td><td></td><td></td><td>Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS- 14-86/2/2019-PSETD Division dated 24.09.2024?</td><td></td><td></td><td></td></tr>
<tr><td>52</td><td>RFP</td><td>B.5.0 EXTENSION OF EXISTING SUBSTATION</td><td>BPC to provide the existing details of the following at Jejuri S/s and Hinjewadi S/s:
a. Visual Monitoring System
b. Bus Bar Protection

Substation Automation System (SAS)</td><td></td><td></td><td>Bidders may visit site for required details.

Please refer Clause 2.5.7 of the RFP document & Clause 5.1.4 of TSA document.</td></tr>
<tr><td>53</td><td>Annexure-C Technical Specifications of Transmission System</td><td>B5.0
The following drawings/details of existing substation are attached with the RfP documents for further engineering by the bidder.</td><td>kindly provide the following drawing/ details:

<table><tr><th>Sr. No.</th><th>Drawing Title</th></tr><tr><td>A.</td><td>400kV Jejuri Substation</td></tr><tr><td>1</td><td>Single Line Diagram</td></tr><tr><td>2</td><td>Visual Monitoring System</td></tr><tr><td>3</td><td>Bus Bar Protection</td></tr><tr><td>4</td><td>Substation Automation System (SAS)</td></tr><tr><td>B.</td><td>400kV Hinjewadi Substation</td></tr><tr><td>1.</td><td>Single Line Diagram</td></tr><tr><td>2.</td><td>General Arrangement</td></tr></table></td><td>--</td><td>Bidder needs information for proper estimation.</td><td>Please refer Appendix A issued along with the RFP documents. For further details, bidders may visit site and acquaint themselves with site conditions.

Please refer Clause 2.5.7 of the RFP document & Clause 5.1.4 of TSA document.</td></tr>
</table>

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		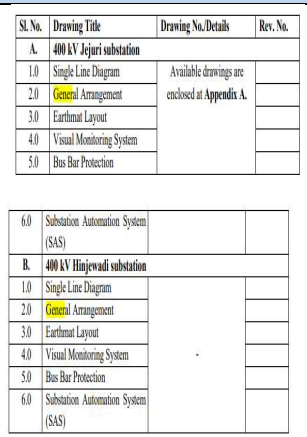	3. Earthmat Layout 4. Visual Monitoring System 5. Bus Bar Protection 6. Substation Automation System (SAS)			
54	Annexure-C Technical Specifications of Transmission System	SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION Extension of 400 kV Jejuri and 400 kV Hinjewadi substation shall be Gas Insulated Switchgear (GIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time, and to be	Based on the details available in RfP. 1. 400 kV Jejuri Substation is AIS type and Extension of same shall be carried out with GIS Bays. 2. 400 kV Hinjewadi substation is GIS type and Extension of same shall be carried out with GIS Bays to be installed in space available inside existing GIS Hall. Kindly Confirm the above	--	Bidder needs information for proper estimation.	1. Yes, the 400 kV Jejuri Substation is AIS type and Extension of the same shall be carried out with GIS Bays. Yes, the 400 kV Hinjewadi substation is GIS type and Extension of the same shall be carried out with GIS Bays to be installed in the space available inside the existing GIS Hall.

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		connected with the existing 400 kV Jejuri and 400 kV Hinjewadi substation (AIS) through GIS duct in coordination with the substation owner.				
55	Annexure-C Technical Specifications of Transmission System	SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION Clause B.1.2 **Switching Scheme** The switching…. ….. For one and half breaker switching scheme, any double circuit line consisting of two numbers of feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter,	To facilitate two numbers of feeders, originating from the same switchyard at Jejuri Substation, bidder envisaged double breaker system without any future bays. Kindly confirm.	--	Bidder needs information for proper estimation.	At Jejuri, new Indoor GIS is to be constructed and connected to the existing one and a half breaker AIS.
56	Annexure-C Technical Specifications of Transmission System	Clause B.2.8 **Substation Automation System**	Kindly confirm whether 400 kV Jijuri Substation is provided with SAS.	--	Bidder needs information for proper estimation.	SAS is not available at 400 kV Jejuri SS

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<table>
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<tr>
<td>57</td>
<td>Annexure-C Technical Specifications of Transmission System</td>
<td>B5.0
The following drawings/details of existing substation are attached with the RfP documents for further engineering by the bidder.
<table>
<tr><th>Sl. No.</th><th>Drawing Title</th><th>Drawing No./Details</th><th>Rev. No.</th></tr>
<tr><td>A.</td><td colspan="3">400 kV Jejuri substation</td></tr>
<tr><td>1.0</td><td>Single Line Diagram</td><td rowspan="5">Available drawings are enclosed at Appendix A.</td><td></td></tr>
<tr><td>2.0</td><td>General Arrangement</td><td></td></tr>
<tr><td>3.0</td><td>Earthmat Layout</td><td></td></tr>
<tr><td>4.0</td><td>Visual Monitoring System</td><td></td></tr>
<tr><td>5.0</td><td>Bus Bar Protection</td><td></td></tr>
<tr><td>6.0</td><td>Substation Automation System (SAS)</td><td></td><td></td></tr>
<tr><td>B.</td><td colspan="3">400 kV Hinjewadi substation</td></tr>
<tr><td>1.0</td><td>Single Line Diagram</td><td rowspan="6"></td><td></td></tr>
<tr><td>2.0</td><td>General Arrangement</td><td></td></tr>
<tr><td>3.0</td><td>Earthmat Layout</td><td></td></tr>
<tr><td>4.0</td><td>Visual Monitoring System</td><td></td></tr>
<tr><td>5.0</td><td>Bus Bar Protection</td><td></td></tr>
<tr><td>6.0</td><td>Substation Automation System (SAS)</td><td></td></tr>
</table>
</td>
<td>Kindly provide following existing detail in addition to details mentioned at s.no. 1 above.
<u>Jijuri Substation:</u>
1. Make of existing SAS (Substation Automation System).
2. Provide detail of existing Control Panel and RTU Panel incase conventional Substation.
3. Soil Investigation Report.

<u>Hinjewadi Substation:</u>
1. Make of existing SAS (Substation Automation System).
2. Make of Existing GIS.
3. Layout plan and Sectional detail of existing GIS
4. Existing Interface Module detail of GIS.
5. Existing LCR (Panel Room) Layout.

Soil Investigation Report.</td>
<td>--</td>
<td>Bidder needs information for proper estimation.</td>
<td>Bidders may visit site for required details.

Please refer Clause 2.5.7 of the RFP document & Clause 5.1.4 of TSA document.</td>
</tr>
</table>

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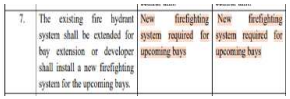
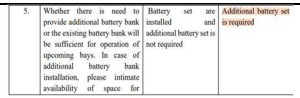
Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
58	Details with respect to existing 400 kV Jejuri substation and 400 kV Hinjewadi substation	 7. The existing fire hydrant system shall be extended for bay extension or developer shall install a new firefighting system for the upcoming bays. | New firefighting system required for upcoming bays | New firefighting system required for upcoming bays	Bidder envisaged for implementation of New Fire fighting System for bay under present scope, Bidder also envisaged there is no existing Fire Fighting Pump House and Water Tank. Kindly confirm.	--	Bidder needs information for proper estimation.	Yes, new firefighting system for bay under present scope to be provided.
59	Details with respect to existing 400 kV Jejuri substation and 400 kV Hinjewadi substation	 5. Whether there is need to provide additional battery bank or the existing battery bank will be sufficient for operation of upcoming bays. In case of additional battery bank installation, please intimate availability of space for | Battery set are installed and additional battery set is not required | Additional battery set is required	Bidder understands the requirement of additional battery set along with battery charger at Hinjewadi Substation is for bays under present scope only. Kindly confirm.	--	Bidder needs information for proper estimation.	No separate battery set to be provided at Hinjewadi SS.
60	Annexure-C Technical Specifications of Transmission System	B.3.6 **GIS hall**	Bidder envisaged GIS hall at Jinjuri Substation will be of PEB Type (Pre-Engineered Building) Kindly Confirm.		Bidder needs information for proper estimation.	The scope is as per RFP.
61	TSA	Definition "Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the	It is understood that the Collateral Payment Guarantee (CPG) should be submitted by the Transmission Service Provider (TSP) in a ratio determined by the percentage share, computed based on the Allocated Transmission Capacity to the Long-Term Transmission Service Users		To ensure efficient	The provisions of RFP Documents are amply clear in this regard and shall prevail.

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		Selected Bidder on behalf of the TSP to the Long Term Transmission System User from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;	(LTTSU) list, as detailed in Schedule 10 of the Transmission Service Agreement (TSA). Kindly confirm our understanding. Furthermore, it is recommended that the TSP consider submitting the CPG exclusively to the 1st LTTSU and 2nd LTTSU, rather than distributing it across all 14 LTTSUs listed in Schedule 10 of the TSA			
62	TSA	1.3 SLDC Fee & Charges The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, shall be the responsibility of the TSP.	It is understood from MERC, MYT Regulations that SLDC charges & fee are to be payable by the LTTSUs and the TSP is not required to pay any fee & charges. In case of requirement of SLDC fee & charges, then kindly provided the SLDC fee & charges to be paid by TSP to SLDC.		For realistic estimation of the tariff	Payment of SLDC fees and charges as per relevant Regulations of MERC if applicable for TSP shall be borne by TSP only.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
63	TSA	Lead Long Term Transmission System User…. Long Term Transmission System User……. Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 10 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and	The Transmission Service Agreement (TSA) outlines the roles and responsibilities of Long-Term Transmission System Users (LTTSUs) and the Lead Long Term Transmission System User (Lead LTTSU). The TSA does not explicitly differentiate between these terms in a way that designates the Lead LTTSU as the final nodal point for execution and communication. To ensure clarity and consistency, the 'Lead Long Term Transmission System Users' i.e., 1st LLTSU & 2nd LLTSU should be designated as the final nodal point for executing the TSA agreement and overseeing all related communications, including but not limited to the submission of GANTT charts and CPG, issuance of Force Majeure and Change in Law Notices, as well as matters pertaining to Termination, Indemnity, and other necessary obligations.		To enhance operational clarity and streamline processes for all stakeholders	1. The List of Long-Term Transmission System Users and percentage share as mentioned in TSA are subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA. The names of the Long-Term Transmission System Users who shall be signatory to the TSA shall be duly intimated prior to signing of TSA. 2. A new Long-Term Transmission System Users shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplementary Agreement as annexed in Schedule 11 to the TSA.

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		warranties of the Licensee)				3.The transmission charges will be shared and recovered amongst all Long-Term Transmission System Users as per the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as amended from time to time. Regulation 83 and Regulation 84 of the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 provides for "Determination of Intra-State Transmission Tariff" and "Sharing of Total Transmission System Cost by

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						long-term Transmission System Users".
64	Transmission Service Agreement	**Page 3**	Is the TSA required to be signed with each LTTSU? Also, what would be the CPG that will be required to be issued in favour of each LLTSU?	We suggest that the TSA should be signed between the TSP and STU because of the following reasons: 1) It is being done in Odisha for Intra-State TBCB bids. 2) Regulation 86 of the MERC MYT regulations, 2024 state **"It is the STU** which shall raise monthly bill for Intra state transmission charges on every TSU, and all TSUs shall ensure timely payment of transmission tariff to STU so as **to**	The suggested amendment is in line with the prevalent practice for Intra State TBCB schemes as well as MERC MYT regulations, 2024 and safeguards the interest of the TSP. Such amendment will also encourage competition.	As per Competitive Bidding Guidelines, for intra-state transmission projects the TSA is signed by the Long-Term Transmission System Users and not the STU. The TSA for project awarded under TBCB in Maharashtra was also executed by Long Term Transmission System Users.

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				enable the STU to make timely settlement of claims raised by Transmission licensees." This is similar to the ISTS schemes wherein the CTU is raising bills to the DICs and reimbursing the charges to the ISTS licensees, and CTU is the nodal agency entering into the TSA with the TSPs. Also, **neither the TSA for the subject transmission scheme nor does the MERC MYT regulations, 2024 specify any**		

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				mechanism between the TBCB TSP and the LTTSU regarding the billing of transmission charges. But since STU has been delegated the power under these regulations, hence the TSA should be signed between the TSP and STU.		
65	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.4 Any Disputed Bill, Default in payment by Long Term Transmission System Users & Annual Reconciliation shall be governed as per MERC MYT	Article 10, i.e., Billing and payment of transmission charges, is silent on parameters interalia **Payment Security Mechanisms & Establishment of Letter of Credit.** In case of default in payment by LTTSU to TSP, kindly provide the detailed clauses Article 10 explicitly		To assess the risk of the project	As per provisions of MERC MYT Regulations, 2024, STU raises monthly bill for Intra-State Transmission Charges on every Transmission System User (TSU) and all TSUs are making payment of Transmission Tariff to STU. Upon receipt of payment from TSUs, STU makes

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		Regulations and Transmission Pricing Framework in the State of Maharashtra	stating the parameters, viz. **Payment Security Mechanism & Establishment of Letter of Credit,** as generally being mentioned for Intra-state projects in Madhya Pradesh, Odisha, etc.			the payment to Transmission Licensees on monthly basis. Further, as per the provisions of MERC Regulations, TSUs provide Letter of Credit to STU for 2 months estimated billing. MERC in its Order dated 28 March, 2025 in Case No. 208 of 2024 has opined as follows: "The Commission directs the STU to submit the details of the schemes proposed under TBCB alongwith likely CODs and the ARR discovered through competitive bidding as and when it undertakes the bidding. The Commission would process the proposals submitted by STU for redetermination of Transmission Tariff for the remaining

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						years of the 5th Control Period as per the provision of the Regulation 75.1 of MYT Regulations, 2024." As the payment to TSP will be made by STU to TSP in accordance with MERC MYT Regulation, 2024, Long Term Transmission System Users cannot provide LC to TSP.
66	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.2 Calculation of Monthly Transmission Charges: The Monthly Transmission Charges for each Contract Year including Incentive &	As per Schedule 4 of TSA, calculation for Monthly Transmission charges including incentive or penalty has been illustrated. It is understood that clause 10.2 is the governing agreement regarding availability and incentive. Kindly confirm the same		To assess the risk of the project	Yes, clause 10.2 and schedule 4 are the governing provisions for availability and incentives.

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<tr><td></td><td></td><td>Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge: The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.</td><td>As per MERC (MYT Regulations), it is understood from the clause that rebate is limited to only 1%. Kindly confirm the same.</td><td></td><td></td><td>The rebate shall be governed by the provisions of the MERC MYT Regulations.</td></tr>
<tr><td>67</td><td>Clause 1.2 of RFP</td><td>Notes in the scope of the project are as under:
<table><tr><th>S. N.</th><th>Scope of the Transmission Scheme</th><th>Scheduled COD in months from Effective Date</th></tr><tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each)
• 400kV Line bay at</td><td>18 months from the effective date</td></tr></table></td><td>With regard to the space for bays at 400kV Jejuri S/s and Hinjewadi S/s, the following may be clarified:

• Is there any other cost is to be paid by TSP to owner of the substation?

• Is there any recurring charges to be paid by TSP to owner of the substation?

• Is there any other necessary details, TSP should know?</td><td></td><td></td><td>Land space will be available as-is-where-is basis for present scope of work only with Free of cost. For any additional requirement of TSP, TSP needs to mutually align with the existing station owner.

Further, the prospective bidders are requested to visit the site physically to acquaint themselves with the site condition.</td></tr>
</table>

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		400 kV Jejuri Substation: 2 Nos. (GIS) * • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)** ……. …….				
68	**RFP & TSA**	General	We request you to clarify whether there are any deviations/addition in the RFP/TSA documents from the Standard Bidding documents (SBD) and if any, whether approval for the same has been taken or not. Please provide the list of the same, if any.			The RFP/ TSA Documents are as per the Standard Bidding Documents (SBDs) and subsequent amendments issued by the Ministry of Power, GoI; however, wherever required, the provisions have been amended/ modified to align the same to meet the Intra State Rules and Regulations

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						stipulated by the GoM and applicable to the Project.
69	**RFP**	General	We request you to let us know the status of TSA signing.		SPV Acquisition is linked to TSA Signing and it is very important to get the clearance before RFP Submission as this will impact the initiation of projects	As per revised TBCB Guidelines and SBD issued by MOP, GoI, TSP on the date of acquisition of SPV from the BPC, will enter into a Transmission Service Agreement (TSA) with LTTSU for the project.
70	**RFP**	**Clause 1.6.2.1 (2):** To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from the Government at least twenty (20) days prior to Bid Deadline.	It is requested you to kindly provide present status of process initiated by BPC with regard to section 68 approval.			The approval u/s 68 of Electricity Act will be shared with the successful bidder.
71	**RFP**	**Clause 1.6.2.1 (4):** To initiate process of seeking forest clearance, if required.	It is requested you to kindly provide present status of Forest Clearances if any transmission line corridor area falling in wildlife forest / reserve forest/ mangroves.			BPC will complete its responsibilities as listed in the RFP documents. Please also refer Clause 1.6 & 2.5.7 of the RFP document.
72	**RFP**	**Clause 1.6.2.2:**				Pursuant to the selection of the TSP,

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		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	Please provide copy of all such document available with you from the State Government and/or Ministry of Power and/or kindly facilitate for State Support Agreement.			the support will be provided on case-to-case basis, within applicable laws and regulatory framework.
73	**RFP**	Clause 1.10 The Ministry of Power and the appropriate state government(s) shall provide their support to the TSP, on best endeavor basis, in enabling the TSP to develop the Project.	We request you to share all such documents or correspondence happened with MOP and State Government, this will help the TSP is taking further approvals for the project.			Pursuant to the selection of the TSP, the support will be provided on case-to-case basis, within applicable laws and regulatory framework.
74	**RFP**	Clause 1.12 Once the Successful Bidder is selected, the details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project, shall be handed over	BPC is requested to provide the list of details & documents to be handed over to the Successful Bidder.			The list of requisite details & documents will be shared with the successful bidder.

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		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.				
75	**RFP**	Clause 2.15.2 Within ten (10) days of the issue of the Letter of Intent, the Selected Bidder shall: a) provide the Contract Performance Guarantee in favour of the Nodal Agency as per the provisions of Clause 2.12 b) execute the Share Purchase Agreement and the Transmission Service Agreement	BPC will appreciate that the completion of said activities by the Selected Bidder within ten (10) days after issuance of LoI is very stringent. Also, execution of SPV / signing of share purchase agreement is not within the control of TSP as it is dependent on certain regulatory approvals as well. We therefore request to consider at least 30 days' time for completion of these			Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of [Insert the name of the SPV] from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities;	activities as well as provide a carve out for consequences if the delay is not on account of TSP.			
76	**RFP**	Clause 2.15.2 Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, shall also be borne by the Selected Bidder.	We request you to provide Applicable Stamp Duty Charges and Amount of Stamp Paper for the following agreements: i. Transmission Service Agreement ii. Share Purchase Agreement iii. Power of Attorney iv. Share Transfer Form			Kindly refer Clause 2.5.7 of the RFP Document. Name of the 1st party and 2nd party would be as per respective document /agreement.

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			It will be helpful if you can specify the name of 1st party and 2nd party for purchase of stamp papers.			
77	**RFP**	Clause 2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.		Clause 2.15.4 may be reworded as below - Within ten (10) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003.	The condition to apply for grant of transmission license and make application for adoption of transmission charges within 5 days is onerous. Request to please change the relevant provisions as per the suggested text in RFP and TSA	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
78	**RFP**	Clause 2.15.5 If the Selected Bidder / TSP fails or refuses to comply with any of its obligations under Clauses 2.15.2, 2.15.3 and 2.15.4, and provided that the other parties are willing to execute the Share Purchase Agreement and REC Power Development and Consultancy Limited is willing to sell the entire equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, to the Selected Bidder, such failure or refusal on the part of the Selected Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the BPC / its authorized representative(s) shall be entitled to invoke	It is requested to kindly clarify as to what will be the consequences if the Selected Bidders fails to comply with any of Its obligations under 2.15.2, 2.15.3 and 2.15.3 due to reasons beyond the control of or not attributable to Selected Bidder / TSP. As the consequences for failure to comply the obligations under 2.15.2, 2.15.3 and 2.15.3 is the cancellation of Letter of Intent (LOI). We request you to reconsider the same as it would be unfair if LOI of selected bidder is cancelled due to reasons beyond its control.			The provisions of RFP Document are amply clear in this regard and shall prevail.

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		the Bid Bond of the Selected Bidder.				
79	**RFP**	**Clause 2.4.3** The amendment to the RFP shall be notified to all the Bidders through the electronic bidding platform and shall be binding on them.	We understand that the BPC will also continue to share amendments / corrigendum through emails as per the current practice.			Yes
80	**RFP**	**Clause 3.6.1** However, if no bid is received during the e-reverse bidding stage then the Bidder with lowest quoted initial transmission charges ("Initial Offer") during e-bidding stage shall be declared as the Successful Bidder, ……	We request you to clarify, if two or more bidders quote the same initial offer which turns out to be prevailing lowest levelized tariff and no further discount is offered by any bidder during e-reverse auction. In such case what will be the modality BPC will follow for award of project. BPC to confirm			As per provisions of RFP, bidders have to quote transmission charges up to 2 decimal points. Therefore, it is practically not possible to have same Initial Offer from two or more bidders. However, if such situation arises, appropriate decision will be taken by the competent authority
81	**RFP**	General	We request you to kindly accept the Board resolutions passed by Management		The board meeting of Bidding Company / TEE may not be scheduled till RFP submission.	The Board Resolutions passed

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			Committees formed by the Board of Directors of Bidding Company and TEE / affiliate respectively and duly authorized by the Board of Directors for participation in various tenders issued by Govt. authorities in response to the RFP submission.		Thus, we request you to kindly consider the board resolution passed by the management committee formed by the board of directors' w.r.t. Authorization from Bidding Company and TEE.	by Management Committee with duly authorized from the Board of Directors may be considered as per the provisions of RFP.
82	**RFP**	ANNEXURE 22 – FORMAT FOR AFFIDAVIT	We understand that the declaration and details with respect to conviction and investigation is to be provided for Affiliate / Parent company of the Bidding company only if such an Affiliate / Parent company is being used for meeting financial / technical qualification requirements.			The declaration and details with respect to Clause 2.1.9 of RFP is to be provided by the bidding company including Affiliate / Parent company of the Bidding company being used for meeting financial / technical qualification requirements as per Annexure 22 of the RFP document.
83	**RFP**	**Clause 1.6.1.5** The TSP shall seek approval under	It is requested you to kindly clarify whether process of obtaining authorization U/s	It is suggested that BPC may initiate the process for	It may be appreciated that obtaining approval U/s 164 takes considerable time. In the	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments

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		Section 164 of Electricity Act, from CEA after acquisition of [Insert the name of the SPV], The approval shall be granted by CEA generally within 30 days but in no case later than 45 days from the date of receipt of application (complete in all aspects).	164 of Electricity Act, 2003 would be initiated by BPC.	obtaining approval U/s 164 based on the survey undertaken by BPC.	interest of timely completion of project, it is suggested that BPC may initiate the process U/s 164.	thereof, issued by the Ministry of Power and hence, no change is envisaged. However, BPC will complete its responsibilities as listed in the RFP documents.
84	**RFP**	ANNEXURE B – Draft Pre-Award Integrity Pact	As per the draft of integrity pact ANNEXURE B in 2nd Paragraph the project name is missing "*WHEREAS the BPC is conducting the bidding process for selection of bidder as Transmission Service Provider (TSP), who will be responsible to set up the transmission project on build, own, operate and transfer (BOOT) basis and to provide Transmission Service".* Clarify to bidder if the project name should be added or bidder should submit as it is.			The format of draft Pre-Award Integrity Pact is amply clear and shall prevail.

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85	**TSA**	**Article 3.3.1** If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Central Transmission Utility of India Limited (being the Nodal Agency) additional Contract Performance Guarantee Rupees One Crore Twenty Lakh (Rs. 1.20 Crore Only) within two (2) Business Days of expiry of every such Month. Such additional Contract	In view of the rationale provided here, it is requested to amend the provision regarding refund of additional CPG on fulfillment of Conditions Subsequent.		Additional CPG shall be recovered for the non-fulfillment of Conditions Subsequent. However, this additional CPG is then forming part of CPG and is being retained by Nodal Agency. Considering the fact that additional CPG is consequential guarantee for performance related to condition subsequent, it is requested to review the provision and amend the provision to refund the additional CPG on fulfillment of Conditions Subsequent.	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Performance Guarantee shall be provided to Central Transmission Utility of India Limited (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Central Transmission Utility of India Limited (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.				

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86	**TSA**	**Article 4.4 Extension of Time**	TSP is required to obtain certain clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff etc. In case if there is any delay in these approvals beyond stipulated time, such delay shall be considered for extension of SCOD of the project and any consequential increase in cost shall be allowed through appropriate adjustment in the tariff.		Clearances/ approval such as authorization u/s 164, Forest clearance, Grant of Transmission License and approval for adoption of tariff are not within the control of TSP once it has been applied after fulfilling all the necessary compliance, any consequential delay is required to be allowed.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
87	**TSA**	**Article 5.1.2** The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).	TSP cannot be burdened with impact of unsuitability of the site or transmission line route due to reasons beyond control. Therefore, suitable revision may be carried out in clause 5.1.2.		There may be number of reasons for unsuitability of the site or transmission line route which are beyond control of the TSP. For such instances, suitable extension of time and appropriate adjustment in tariff shall be provided.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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88	**TSA**	**Article 5.6** **Site regulations and Construction Documents** The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement The TSP shall retain at the Site and make available for inspection at all reasonable times copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.	Inspection of Construction drawings and other documents related to construction may be deleted from clause no. 5.6.		Construction drawings and few specific documents may be proprietary/ confidential and is against commercial interest of the TSP.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
89	**TSA**	**Article. 6.4.1** Liquidated Damages for Delay in achieving COD of Project by TSP.	If the TSP fails to achieve COD for any Element of the Project or for the Project by SCOD, then the TSP is required to pay liquidated damages. It is noted that,			This is as per the SBD and amendments thereof, issued by the Ministry of Power

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			Clause 6.4.1 of the TSA does not exclude delays caused due to a Force Majeure or Nodal Agency's default. This may well be a drafting oversight and may be clarified. The TSP should also not be liable to pay liquidated damages in the event the delay is not attributable to the TSP. Accordingly, it may be clarified that no damages will be payable in the event the delay is on account of Force Majeure or Nodal Agency's default.			and hence, no change is envisaged.
90	**TSA**	**Article 11.3 Force Majeure** A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the		Underlined text may be added under Article 11.3 : A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those		This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		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:		stated below that wholly or partly prevents or unavoidably delays an Affected Party or **makes performance of obligation commercially unviable for the Affected Party** in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such 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		

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				reasonable care or complied with Prudent Utility Practices:		
91	**TSA & RFP**	**<u>Provisions in TSA</u>** *(Provision related to non fulfilment of condition subsequent)* **3.3.6** The Nodal agency, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA. *(Termination procedure for TSP event of default)* **13.2**			The blacklisting of TSP for a period of 5 years for default, failure to complete conditions subsequent & annulment of award, and for indefinite period for error in online and physical submission is onerous and harsh on TSP. TSP's event of default covers a lot of activities, and if TSP fails to comply with even one activity, TSP is at risk of getting blacklisted. Further, TSA provides discretionary right to Nodal agency to decide whether TSP would be blacklisted. In case of discrepancy in submission, it is requested that BPC shall seek clarification from bidder and upon failure to provide clarification and complete investigation	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years. **<u>Provisions in RFP</u>** *(Non fulfilment of Obligations by TSP post issuance of LoI and post acquisition of SPV)* **2.15.8** The annulment of the award, under Clause 2.15.5 or 2.15.6 of this RFP, shall be sufficient grounds for blacklisting the bidder, whose award has been annulled, for a period of five years or more, as decided by the National Committee on Transmission, provided that the blacklisting shall be			only, should construe such activity as fraudulent practice. Hence it is requested to include blacklisting only in extreme cases and provide definite guidelines on Nodal Agency's right to blacklist bidders. Also in RFP, blacklisting for annulment of project award would be done by government, while in other cases it would done by Nodal Agency. It is requested that blacklisting rights shall only reside with government.	

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		done only after giving the bidder an opportunity for showing cause. (*Discrepancy in online and physical submission of selected bidder)* **3.6.1** In case, there is a discrepancy between the online submission and physical documents, the bid would be out rightly rejected and the bidder shall be construed to have engaged in the fraudulent practice as defined in Clause 2.19.3 with consequences as mentioned in Clause 2.19.2. Further, in such a case, the provisions of Clause 2.5.6 (j) shall apply.				

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92	**TSA**	**13.3 Procedure for Nodal Agency's non-fulfilment of Role** a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2. the TSP may serve notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfillment of role by the Nodal Agency.		**13.3 Procedure for Nodal Agency's non-fulfilment of Role** a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2. the TSP may serve **TERMINATION** notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a "TSP's Preliminary **Termination** Notice").	The contract clauses as per TSA favors the Nodal Agency. All the termination rights are provided to Nodal Agency and the agreement does not provide the other party (TSP) right to terminate in case of default of Nodal Agency. In absence of termination right, TSP is at risk commercially, if Nodal agency fails to fulfill its assigned responsibilities, for example failure of Nodal Agency to pay the quoted transmission charges. Also, the methodology for computation of compensation to TSP, in case of mutual agreement to terminate, should be defined upfront.	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
93		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		3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force	In case of delay in SCOD due to FM event, the provision gives discretionary right to Nodal Agency to terminate TSA after	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power

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	TSA	fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1. 4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force		Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. I**n case the Force Majeure Event continues even after a period of one hundred and eighty (180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**,	occurrence of FM event. There should be gestation period of at least 6 months after start of FM event. Post completion of 6 months, both parties may decide to terminate the contract on mutual agreement. In case of FM, there should not be any unilateral right to terminate. Also, the methodology for computation of compensation to TSP, in case of mutual agreement to terminate, should be defined upfront.	and hence, no change is envisaged.

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		Majeure Event as per Article11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. **Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement. 13.4 Termination due to Force Majeure 13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this		in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1. 4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article11, the Scheduled COD shall be		

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		Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.		extended, by a 'day to day' basis for a period of such Force Majeure Event. I**n case the Force Majeure Event continues even after a period of one hundred and eighty (180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**, in writing, of at least seven (7) days, with a		

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				copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.		
94	**TSA**	Clause 5.8 "Remedial Measures: The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or CEA and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or CEA and/ or the Nodal Agency and the subsequent effect of such remedial measures carried out			This is very stringent clause and provides for agreement termination at the subjective discretion of Nodal Agency. Request to modify the clause as: **…… If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, it may refer the same to the Appropriate Commission for appropriate action.**	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or CEA and/ or the Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. **If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution**				

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		in accordance with Article 15.3 of this Agreement ."				
95	**TSA**	13.7 Termination Payment 13.7.1 If Agreement is terminated on account of Force Majeure Events, no requirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.			Guidelines on valuation of project assets conducted should be provided to ensure there is no ambiguity. Further if TSA is terminated during operating period of project, guidelines on valuation of assets in such event to be provided.	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power However, it is clarified that the valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2 e) of TSA.
96	**TSA**	13.5 Termination or amendment due to non-requirement of any Element or Project during construction 13.5.1 In case any Element or Project, which is under construction, is no			Guidelines on amendment of TSA in case of non-requirement of any element during construction should be clearly specified, especially the treatment of Quoted Transmission Charges and capital cost of element no longer required.	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power.

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		longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP. 13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required. 13.5.3 The TSP shall neither carry out further Investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.			For example, if 50% construction of an element is completed and that element is not required, how would the TSP be compensated for the capital cost of the element.	However, it is clarified that the valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2 e) of TSA.

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		13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.				
97	**TSA**	12. Change in Law	Inclusion of change in acquisition price in Change in Law		As SPV acquisition price is part of capital cost of project, any change in Acquisition price after bidding would directly affect the bidder commercially and it is totally beyond the control of TSP. Hence, it is requested to kindly allow change in acquisition price under CIL event.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
98	**TSA**	D)The TSP has agreed to make an application for a Transmission License to the Commission for setting up the Project on **build, own, operate and transfer basis.**		D)The TSP has agreed to make an application for a Transmission License to the Appropriate Commission for setting up the Project **on**	As per revised TSA, asset to be transferred to Nodal agency post 35 years (BOOT). The assets created would be **Financial assets instead of Fixed assets**. Under IndAS accounting rules, **depreciation** of financial assets is **not allowed**.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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				build, own, operate and maintain basis.	Further, TSP would be at risk of authorities levying 18% GST upfront on construction revenue recognized on COD. **Higher taxation** would impact the project economics eventually leading to higher tariff for the Consumers. Under BOOT model, **asset condition may degrade** towards end of concession period due to lack of incentive for developer to maintain the asset by incurring some capex. Hence it is requested to continue with the BOOM model.	
99	**TSA**	5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, **beyond a period of 45 days** shall lead to a sequestration of 10% of the Contract Performance Guarantee.		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 6 months (as per clause 13.1.b)**	Clause 13.1.b of TSA allows upto 6 months' delay in commissioning of element after SCOD. 10% sequestration clause does not cover any delay due FM or CIL event. If in case all the elements of projects are declared as "critical elements", TSP is liable for 10% CPG sequestration. It is requested to kindly extend period beyond	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		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.		**unless extended by Nodal Agency due to FM/CIL as per provisions of this agreement,** shall lead to a sequestration of 10% of the Contract Performance Guarantee.	which CPG sequestration shall occur to 6 months. Further, TSP should not be made liable for LD payments on account of delay in project / element commissioning more than as identified under clauses 6.4.1 and 6.4.2	
100	**TSA**	AA- Actual Availability ; MTC- Monthly transmission charges; Tmn = transmission charges for month "m" in contract year "n" *For incentive* a. *If 98%< AA < 98.5%; MTC= Tmn*1;* b. *If 98.5% < AA < 99.75% ;* *MTC= Tmn* (AA / 98.5 %);* c. *If AA> 99.75%;*		*Incentive = 0.02 x Annual Transmission Charges x (Actual Annual Availability – Target Availability)* Target Availability: AC - 98% & HVDC - 95% *Incentive = 0.02 x Annual Transmission Charges x (Actual Annual Availability – Target Availability)*	The tariff for projects under TBCB has seen a reduction of 30%-50% as compared to RTM projects. The incentive for maintaining availability above target availability aids in increasing reliability of the transmission system. As the incentive is reduced as per revised provisions, developers may increase the Quoted tariffs to compensate which may result in increased cost of electricity to end consumer. Further there is no incentive for maintaining actual	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		MTC = Tmn (99.75 % /98.5 %);* *For Penalty* *d. If 95 % < AA < 98 %* *MTC = Tmn* (AA / 98 %);* *e. If AA < 95 %* *MTC = Tmn* (AA/98 %) – 0.02* (Tmn* (AA/98%))*		Target Availability: AC - 98% & HVDC - 95%	availability between 98% and 98.5%. Hence it is requested to continue with existing provisions for penalty and incentive calculation.	
101	**TSA**	3.3.4 Provided, that due to the provisions of Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1 .3, shall lead to an equal increase in the time period for the Scheduled COD. **If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the**		3.3.4 Provided, that due to the provisions of Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1 .3, shall lead to an equal increase in the time period for the Scheduled COD. **The TSP will be allowed**	In event of FM/CIL event, provisions under revised TSA do not provide for any adjustment in transmission charges for a period of 180 days. TSP is allowed to recover interest cost during construction for period exceeding 180 days. As large portion (70%) of project cost is funded through debt, repayment of which does not start till COD, any delay in SCOD leads to higher interest built up. This severely affects the project	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		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.		**to recover the interest cost during construction corresponding for the period of FM/CIL event by adjustment in the Transmission Charges in accordance with Schedule 9.**	economics of developer. Hence it is requested to allow for recovery of interest cost during construction for entire period of FM/CIL event.	
102	**TSA**	18. 1 The Nodal Agency shall appoint an agency/ company as Independent Engineer (IE)……. Responsibilities of IE include progress monitoring, ensuring quality, determine costs of works/services, determine valuation of project assets, assist parties in dispute resolution.		-	It is requested to not appoint an external agency (Independent Engineer-IE) and the Nodal Agency to execute the functions such as progress monitoring, quality assurance, determination of works/services, valuation of projects assets. Any delay in appointment of IE would delay the project execution. Further addition of an external agency would also be an additional	Referred clause of the RFP documents issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power.

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					expense which would eventually result in tariff increase.	
103	**TSA**	3.1 Satisfaction of Conditions Subsequent by the TSP c. Execute this Agreement;			Since the execution of TSA will require coordination with the CTU, it is requested that the TSA be executed before project acquisition by the project SPV in the interest of saving time. This will also facilitate early completion of the project critical activities	As per revised TBCB Guidelines and SBD issued by MOP, GoI, TSP on the date of acquisition of SPV from the BPC will enter into a Transmission Service Agreement (TSA) with LTTSU for the project.
104	**TSA**	3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date …… To obtain the Transmission License for the Project from the Commission;	While the TSP will apply to the respective commission for grant of license, time required for the issuance is beyond the control of TSP once the application is made. We request to modify the clause suitably to incorporate the above.			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
105	**SPA**	Clause 3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition	We understand that acquisition price towards acquisition of one hundred percent (100%) of the equity shareholding of the Company, communicated to bidder			Bidder's understanding is generally in order.

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		of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by the Central Transmission Utility of India Limited themselves, (b) all rights and obligations of the BPC shall cease forthwith, (c) all other rights and obligations of the Company shall be of the TSP and (d) any decisions taken by the BPC on behalf of the Company prior to the date of acquisition, shall continue to be binding on the Company and/or Central	would include all liabilities pertaining to SPV prior to closing date. Please confirm			

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		Transmission Utility of India Limited as the case may be.				
106	RFP	"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;	Presently, details of L-1 bidder are not displayed on conclusion of e-RA if there is no receipt of counterbids. In case, two bidders have quoted the same L1, they would be under false impression of having L1 tariff of their own and may not offer further competitive offer. In such scenario, e-RA shall end resulting in premature conclusion of e-RA process. It is requested to update the e-RA platform accordingly to reflect the status of L1 bidder under the above scenario.		For transparency of the competitive price discovery through e-RA	As per provisions of RFP, bidders have to quote transmission charges up to 2 decimal points. Therefore, it is practically not possible to have same Initial Offer from two or more bidders. However, if such situation arises, appropriate decision will be taken by the competent authority.
107	**RFP document and TSA**	**Provisions of RFP** Clause 1.5 …. The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to STU or its successors or an agency as decided by	Query-1 Treatment of tax application at the end of the life of assets. As per section 50C of Income tax act, in case sale consideration received or claimed to be received by seller on sale of land or building or both is less than value adopted by stamp			**Query-1, 2 and 5** The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to Maharashtra STU or its successors or an agency as decided by the

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		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.	valuation authority (SVA), such value adopted by SVA would become actual sale consideration received or accruing to the seller. Therefore, capital gain would be Valuation as per stamp valuation authority reduced by cost/indexed cost of acquisition. Treatment of Capital tax and applicable TDS to be clarified. Query-2 Modality of transfer of assets to be defined. In case only assets to be transferred then application of stamp duty & other taxes and its treatment to be clarified. Query-3 Modalities for O&M, other expenditure etc. for the transition period of 90 days may be confirmed. Availability calculation for the said period? Query-4			Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. Any taxes, stamp duties and liabilities, as may be applicable, has to be borne by the TSP. **Query-3 and 6** The transfer of all project assets along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project. All the expenditure till the transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP. **Query-4**

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		Provisions of TSA Definitions: "Project Assets" shall mean all physical and other assets relating to and forming part of the Project including: (a) rights over the Site for substations, ROW for transmission lines; (b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Substations, software, tower	There could be delay in receipt of payment against receivables. Further, the TSP might have some pending claims against insurance company. How shall TSP receive these legitimate pending claim or charges after transfer of asset? Query-5 Please confirm that any taxes or charges or cost to be borne by the TSP at the transfer time including sale at value lower than fair value shall be reimbursed to the TSP. These costs are not known at this point of time and might be significant in amount. TSP cannot be exposed such charges. Query-6 Modalities for O&M, other expenditure etc. for the transition period of 90 days may be confirmed.			Definition of Project Assets is amply clear in this regard.

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		and sub-stations designs etc; (c) project facilities situated on the Site; (d) all rights of the TSP under the project agreements; **(e) financial assets, such as receivables, security deposits etc;** **(f) insurance proceeds; and** (g) Applicable Permits and authorisations relating to or in respect of the Transmission System;" **2.2.2** Post the Expiry Date of this Agreement, the TSP shall ensure 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				

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		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.				
108	RFP	Clause 2.7.2	The important timelines are mentioned in the table including shortlisting and announcement of Qualified bidder, proposed date of issuance of LoI, transfer of SPV etc. It is observed in the past that in case, there is extension in bid submission date, the revised timelines are not being provided regarding issuance of LoI, transfer of SPV etc. Further, in case of delay in shortlisting of qualified bidders, it is requested to provide the updated dates of financial bid opening and date of conduction of e-RA etc., atleast 1 week prior to financial bid opening, to enable bidders to take appropriate action for participation in e-RA		For clarity and to comply with SBD requirement	The qualification status is being informed to the bidders invariably. Further, all relevant dates are informed to the bidders, as per provisions of RFP.

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			It is requested to kindly provide the updated table in case of extension in bid submission date/ delay in shortlisting of qualified bidders.			
109	**RFP**	2.15.3 After the date of acquisition of the equity shareholding of ….. [insert the name of SPV], along with all its related assets and liabilities, by the Selected Bidder, i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Long-Term Transmission User,	Role of BPC has to be complete.	i. the authority of the BPC in respect of this Bid Process shall forthwith cease and any actions to be taken thereafter will be undertaken by the Long-Term Transmission Customer, save for those which are related to and consequent to the bidding process adopted by the BPC	The BPC shall not relinquish its role after the acquisition but shall have to undertake all activities including providing the certification from the Bid Evaluation Committee etc., and other requirements to enable the Bidder to obtain Transmission license and adoption of Transmission charges. Furthermore, any activity which has an origin traced to the BPC activity/ process has to be owned by BPC and the TSP / LTTC is neither aware nor can be made responsible.	The role of BPC is as per the SBD and hence no change envisaged. However, it may be noted that the BPC shall fulfil its responsibility of providing the certification from the Bid Evaluation Committee to enable the TSP to obtain Transmission license and adoption of Transmission charges. The details of the contractual obligations (if any) of BPC to be fulfilled by the TSP shall be provided to the bidders along with the tentative

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						Acquisition price of SPV.
110	**RFP**	2.15.3 d. contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP.	What are the obligations that the BPC has undertaken which needs to be fulfilled by the TSP?	2.15.3 iv. Contractual obligations undertaken by the BPC shall continue to be fulfilled by the TSP if only such contractual obligations have been made available to the bidders 15 days prior to the bid deadline.	Nature of contractual obligations cannot be left open as the same is to be fulfilled by the TSP.	The details of the contractual obligations (if any) of BPC to be fulfilled by the TSP shall be provided to the bidders along with the tentative Acquisition price of SPV.
111	**RFP & TSA**	**Provision of RFP** 2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the State Commission for grant of Transmission License and make an application to the State Commission for the adoption of	Query-1 We request you to consider at least 30 days' time for completion of these activities. Query-2 Definition of working day is not defined in the TSA. Therefore, it is requested to define working day to avoid ambiguity and litigation later on	Within thirty (30) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the Commission for grant of Transmission License and make an application to		**Query-1** This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. **Query-2** For this purpose, working day shall mean a day on which the office of the State

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		Transmission Charges, as required under Section – 63 of The Electricity Act 2003 Provision of TSA 3.1.1…….The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act …….		the Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003		Commission i.e. MERC is functioning.
112	**RFP**	2.15.6 If the TSP fails to obtain the Transmission License from the State Commission, it will constitute sufficient grounds for-annulment of award of the Project	In case TSP fails to obtain the Transmission License the reasons for the same have to be examined.	2.15.6 If the TSP fails to obtain the Transmission License from the Appropriate Commission, the treatment shall be as per provisions 3.3 of the TSA.	Provisions of 3.3 of TSA provides for consequences for non-fulfilment of conditions subsequent. The provisions of RFP as such have to be reflective of TSA.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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113	**RFP**	**General**	Kindly confirm: whether the Project / Elements are covered under "Generation linked Project" or "System Strengthening Project"			Refer Clause 1.3 of Section-1 of RfP.
114	**RFP**	**General**	Kindly confirm: Whether the Project/ Elements are eligible for early commissioning incentive as per MoP, GoI order dated 15.07.2015.			There is no provision for early commissioning incentives for the captioned project.
115	**RFP & TSA**	**General**	In case the Transmission project / elements achieve completion and Interconnection facilities are not ready then i) who shall be liable to pay the transmission charges ? ii) what are the regulations in case of mismatch between the transmission projects/elements and between upstream or downstream?			Provisions of RFP Documents are amply clear in this regard and shall prevail.
116	**RFP and TSA**	**The definition of Contract Year in RFP is as under:** "Contract Year" shall	As per RFP, the Contract Year shall start from the Scheduled CoD whereas as per TSA, the Contract Year shall start the CoD. As such,		To avoid ambiguity	The provisions of TSA are amply clear in this regard and shall prevail.

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		mean the period beginning on the **Scheduled COD**, and ending on the immediately succeeding March 31 and thereafter each period of 12 …: And the definition of Contract Year in TSA is as under: "Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning **on the COD**, and ending on the immediately …"	both the definitions are contradictory in nature. It is requested to clarify the correct definition of Contract Year.			
117	**TSA**	Connection Agreement	A draft copy of the Connection Agreement may be furnished. Alternatively, the webpage link may be provided.			The connection agreement shall be furnished to the successful bidder (TSP).
118	**TSA**	"Connection Agreement" shall mean the agreement between the CTU or STU or any other concerned parties and	It is understood the transmission system is Intra-state, kindly confirm whether the *Inter State Transmission System* as per the provisions of the IEGC shall be		For better clarity of Post Winning activities to be carried out by the Successful bidder onbehalf of TSP	Provisions of RFP Documents are amply clear in this regard and shall prevail.

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		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;	applicable for the subject Intra-state Transmission system as well.			Please also refer Clause 2.5.7 of RFP Document.
119	**TSA**	Clause no 2.3: Conditions prior to the expiry of the Transmission License 2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the Transmission License, seeking the State Commission's approval for the extension of the term of the Transmission	There should be a provision in the TSA to cover the revenue loss that may be incurred by the TSP, in the case of the Appropriate Commission not granting extension of the Transmission License beyond the period of 25 years.		The Transmission Charges to be quoted by the bidders would be based on the cash flow generated from the Project for 35 years and if, for any reason not attributable to the TSP (including any change in law), the Transmission License is not extended by the Appropriate Commission beyond 25 years the TSP will suffer significant losses. The RFP / TSA should be suitably modified to provide security of continuation of the transmission business for at least 35 years.	This is as per the SBD and amendments thereof, issued by the Ministry of Power. Please also refer Article 4.1 (a) of the TSA.

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		License up to the Expiry Date. 2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Long Term Transmission System User fully informed about the progress on its application for extension of the term of the Transmission License.				
120	**TSA**	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), ……..	As per clause 3.1.3 h, the EPC contracts to be awarded in 6 months. Whereas as per clause 3.1.3 c, TSP is required to submit Project Execution Plan after awards of Contracts within 120 days. TSP shall not be in a position to submit project plan within		For clarity	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		c) To submit to the Lead Long Term Transmission Customer, STU & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. …. h) **To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and** shall have given to such Contractor an irrevocable notice to proceed;	120 days from effective date if the award of EPC contract is awarded after 120 days, but before 6 months period. As such, the timelines mentioned in above clauses are contradictory and the same may be reviewed.			
121	**TSA**	Clause 3.3.1: If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP		Suggested text to be added at the end of this Article:	The additional CPG is for specific default(s) and once such default(s) cease to exist, this	This is as per the SBD and amendments thereof, issued by

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		even within three (3) Months..... in accordance with the provisions of this Agreement		"..... The additional Contract Performance Guarantee, if any provided by the TSP for delay in fulfilment of condition subsequent, shall be returned by the STUIL on fulfilment of conditions subsequent by the TSP"	additional amount of CPG should be returned. Additional CPG cannot be held back by the STUIL till COD of the Project.	the Ministry of Power and hence, no change is envisaged.
122	**TSA**	Clause no 3.3.4: In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Long Term Transmission	The terms and conditions for termination of the TSA under this Article, including the termination payment and status of the SPV, need to be provided in the TSA.		In case the Force majeure event continues, the TSA will be terminated and the CPG will be returned. Other expenses that would have been incurred till the date of termination of the TSA including the Acquisition Price paid for Acquiring the SPV and other incurred costs shall also be explicitly stated. There should be an explicit provision for refund of the Acquisition Price, along with the other expenses incurred by the TSP / Selected	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Customer by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1 . ……			Bidder till such date of termination.	
123	TSA	3.3.4 …… Provided, that due to the provisions of this Article 3.3.4, …... If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one	In case project suffers from Force Majeure event for a period less than 6 months, interest cost during construction may be considered.		For project viability.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged

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		hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9 11.7 (e) Available Relief for a Force Majeure Event …….. 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,…..				
124	TSA	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	It is understood that if interconnection facilities (e.g. scope of TSP of Siot & JKPTCL) at the interconnection point is not available, whereas TSP has completed rest of the scope of the project, the project shall be considered as deemed COD and TSP shall be		For clarity.	The provisions of TSA are amply clear in this regard and shall prevail.

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		Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Long Term Transmission Customer shall be responsible for coordinating to make available the Interconnection Facilities. 4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.	entitled to all the benefits envisaged under the TSA.			
125	Section-I of RFP And	**6.1 Connection with the Inter-connection Facilities:** 6.1.1 The TSP shall give the RLDC(s), CTU, / STU, as the	Reference is drawn to the Order of CERC 4/ADP/2016 dated 23.03.2016. Relevant extract of the Order is reproduced hereunder:		Order of CERC 4/ADP/2016 dated 23.03.2016.	The Scheduled Commercial Operation Date (SCOD) shall remain as stipulated in the

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	TSA	case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Long Term Transmission Customer. …… 6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the	"In the event the inter-connection facilities are not ready by SCOD or by revised SCOD (as may be revised by the petitioner and the LTTCs for the purpose of availing incentive as per MOP Policy) on account of non-readiness of the upstream or downstream transmission assets while the petitioner`s transmission system is ready for commissioning, the COD of the transmission assets of the petitioner may be declared in accordance with the provisions of Article 6.2 of the TSA (to be known as "deemed COD") and the LTTCs/developers of the upstream and downstream assets shall be liable to pay the transmission charges from the deemed COD till the transmission assets are put into actual use." From above, it is seen that even in case of SCOD when the systems are declared deemed COD as per Article 6.2 of TSA, till the transmission assets are put into actual use, the transmission charges are liable to be paid by			RFP and TSA documents.

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		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	DICs/developers of the upstream and downstream assets. In such situations, it shall be construed that BPC has obtained consent of the DICs/ Upstream / Downstream / Generators (as applicable) for payment of transmission charges. Further, as per CERC order no. 104/MP/2018 dated 18th September 2018, downstream was directed to pay transmission charges to TSP.			

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		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.				
126	**TSA**	**Clause 6.3.1 (b)** In case of delay due to Indirect Non-Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer, TSP is entitled for payment for debt service which is due under the 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	Clause 6.3.1 (b) covers the loss on debt amount which includes, due to Indirect Non-Natural Force Majeure Event or Natural Force Majeure Event affecting the LTTC, TSP is entitled for payment for debt service which is due under the Financing Agreements. However, any loss on the equity is not covered in the above clause. In order to compensate for the loss due to Indirect Non-Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer, compensation to both equity as well as debt to be covered as per clause 6.3.1 (a).			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Months in the manner provided in (c) below.				
127	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES Clause no. 10.1: Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of 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.		Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of the Sharing Regulations, from the date on which an Element(s) has achieved COD **or deemed to have achieved COD** until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of	As per clause 6.2 of the TSA, the TSP is eligible for payment of Transmission charges from the date of deemed COD.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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				Schedule 4 of this Agreement.		
128	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.4 Disputed Bills, Default in payment by the Long Term Transmission Customers & Annual Reconciliation: Any disputed bill, default in payment by the Long Term Transmission customer and annual reconciliation shall be governed as per relevant regulations.	1. Article 10 i.e., Billing and payment of transmission charges is silent on parameters interalia **Payment Security Mechanism, Establishment of Letter of Credit, Late Payment Surcharge, Rebate etc.** **Kindly provide the detailed clauses Article 10 explicitly stating the parameters viz. Payment Security Mechanism, Establishment of Letter of Credit, Late Payment Surcharge, Rebate etc.** as generally being mentioned for Intra-state projects in Madhya Pradesh, Odisha etc. 2. Kindky provide the relevant regulations of JERC regarding the billing and payment of transmission charges to TSP		To assess the risk of the project	The provisions of TSA Document are amply clear in this regard and shall prevail. Please also refer Clause 2.5.7 of RFP Document.
129	TSA	11.4 Force Majeure Exclusions 11.4.1 (g) Any error or omission in the survey report provided by	The survey report furnished by BPC has to be accurate and any error or omission has to be owned by the BPC. Professional fees including			This is as per the SBD and amendments thereof, issued by the Ministry of Power

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		BPC during the bidding process.	fees for survey report is also claimed by BPC.			and hence, no change is envisaged.
130	TSA Clause 12.1.1	Clause 12.1.1 Change in Law means the occurrence of any of the following **after the Bid Deadline** resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP….	It is mentioned that in case any change in law event occurs on bid submission date or just prior to bid submission date, the bidders shall not have adequate time to understand the cost implication of such change in law event. Bidders cannot be exposed to such uncertainties and thereafter it is requested to consider any event **after 7 days prior to bid deadline as Change in Law event.** Furthermore, the bid submission is fixed at 12 noon. Whereas change in event could happen during the day even after 12 noon. Such clause can have serious implications on the viability of the project.			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. Please also refer Clause 2.5.7 of RFP Document.
131	**TSA**	12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change: a. Taxes on corporate income; and;	Any tax applied on the income or profits of the TSP need to be covered under change in law.		Tax is an element beyond the control of the TSP. Change in tax or introduction of any tax is covered under change in law.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		Withholding tax on income or dividends distributed to the shareholders of the TSP.			Tax rate applicable on the income or profits of the TSP is beyond the control of the TSP and to assume the same for 35 years shall be a risk which is best assumed by the LTTCs accordingly this is to be reviewed.	Also, please refer to clause 2.5.7 of the RFP.
132	**TSA**	**Clause 13.7** If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long-Term Transmission Customer's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Long-Term Transmission Customer shall take over the Project Assets.	Kindly furnish the methodology of calculation of valuation of project asset.		For clarity	Valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2 e) of TSA.

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133	RFP	Clause 2.1.2 "Experience of development of projects in the Infrastructure Sector in the last five (5) years with aggregate capital expenditure of not less than Rs……. Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs…… Crore or equivalent USD (calculated as per provisions in Clause 3.4.1 For this purpose, capital expenditure incurred on projects that have been commissioned/ completed at least seven (7) days prior to Bid Deadline shall be considered. The capital expenditure discussed above shall	As per QR, the capital expenditure under reference shall be as capitalised and reflected in the audited books of accounts of Technically Evaluated Entity. In above regard, please clarify the following: Whether entire capital expenditure of various Project(s), meeting the value-wise threshold requirements of QR, as capitalised in last five years in the audited books of accounts of Technically Evaluated Entity, shall be considered. OR Whether only the capital expenditure incurred in the last five years of such Project(s), capitalised in last five years in the audited books of accounts of Technically Evaluated Entity, shall be considered.		For more clarity for submission of appropriate QR credentials	The provisions of RFP Document are amply clear in this regard and shall prevail.

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		be as capitalized and reflected in the audited books of accounts of the Technically Evaluated Entity…..".				
134	RFP	Clause 2.11 Each Bidder shall submit the Bid accompanied by Bid Bond issued by any of the Banks listed in Annexure-17. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.	Verification of issued bid bond is done by the beneficiary bank of the BPC through SFMS platform from the issuing bank of the bidder. In above regard, BPC is requested to provide following details. - Bank account detail of beneficiary along with IFSC code and Branch address Unique Identifier of the beneficiary (if applicable) (The unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/IFIN COV while transmitting verification messages to the Beneficiary Bank through SFMS).		Bidder needs information for issuance of Bid Bond	Requisite details have already been provided in the RFP document.
135	RFP	Annexure 14 (Format of the Bid Bond) Addressee details are not mentioned in the	Addressee details to whom Bid Bond is to be addressed are not mentioned in the Bid Bond Format. It is requested			This is as per the SBD and amendments thereof, issued by

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		beginning of the format Annexure 14 (Format of the Bid Bond) "….In consideration of the……"	to mention the followings at starting of the format: Annexure 14 (Format of the Bid Bond) ***" To,*** ***Designation of officer*** ***Name of BPC*** ***Address of BPC*** In consideration of the…… "			the Ministry of Power and hence, no change is envisaged.
136	RFP	Clause 1.6.2.2 – The details and documents as may be obtained by the BPC/ project specific SPV in relation to the Project shall be handed over to the TSP on an as-is-where-is basis, so that it may take further actions to obtain **Consents, Clearances and Permits**	BPC to get the **GST registration and GST TAN** registration in the name of SPV in the State of Project execution where supply of Goods and Services shall take place.		For immediate commencement of execution of work by the SPV upon acquisition by the successful bidder.	BPC will complete its responsibilities as listed in the RFP documents. Please also refer to Clause 1.6 & 2.5.7 of the RFP document.
137	SPA	Clause 1.2 (i) "Acquisition Price" shall mean INR _____ _____ (Rupees _____ _____ only) [Insert the value of the	As per clause 1.2 (i) of the Share Purchase agreement, BPC is required to provide audited financial statement as on the closing date for adjustment, if any, in regard to aggregate consideration for acquisition of the SPV.		Audited financial statement is required for accounting in the books of successful bidder to ascertain acquisition price on closing date. An undertaking that the audited financial	Provisions of SPA shall prevail.

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		Acquisition Price, both in figures and in words respectively], which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the **audited accounts of the Company** as on the Closing Date;	It is requested to BPC to furnish **audited financial statement within 15 days** of the closing date.		statements shall be provided within 15 days from the closing date may be furnished by BPC for making the payment of acquisition price by successful bidder.	
138	ANNEXURE 3 - FORMAT FOR EVIDENCE OF AUTHORIZED SIGNATORY'S AUTHORITY	…Know all men by these presents, We …… ……(**name and address of the registered office of the Bidder**…	As per the format of Power of Attorney, the bidder is required to mention the name and registered office of the bidder. In case corporate office of the bidder is in different state than that of its registered office, can the bidder execute the Power of Attorney in the state of its corporate office?		For clarity and simplification of bidding process	PoA will be given on stamp paper of the State where the person is executing it and getting it notarized. Since corporate office is generally the functional office of the company, Bidder can execute the PoA in the state of its corporate office if that is the seat of the Principal executing the PoA.

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139	Clause No. 2.5, Section – II of RFP Documents	2.5 The Bidding Process … … … 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. … … …		2.5 The Bidding Process …. …. The initial period for conducting the e-reverse bidding should be 2 hours which will be extended by **15 minutes** from the last received bid time, if the bid is received during the last **15minutes** of the scheduled or extended bid time. Subsequently, it will be extended again by **15 minutes** from the latest received bid time. **In case e-Reverse Bidding is not completed by 20:00 Hrs (IST), then the e-Reverse**	As per revised Standard Bidding Documents, the bidders are required to quote single annual Transmission Charge from the date of SCOD of the project till expiry date in initial bid and in the e-RA. During e-RA, the initial time period for e-RA is 2 hours with extension of 30 minutes from last bid. In this regard, it is submitted that the bidder is required to quote single number as annual transmission charges. Further, there is option for automatic reduction in e-RA portal. Therefore, the extension of 30 minutes from last bid submission may be reduced to 15 minutes. Further, in case the bidding extends beyond office hours, the e-RA may be paused and resumed on the next working day as being followed by major eps providers including Mjunction etc.	This is as per the SBD and amendments thereof, issued by the Ministry of Power. hence, no change is envisaged.

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				Bidding shall be paused and will resume on the next working day at 10:00 Hrs (IST). The prevailing L1 bidder at the time of pause on the previous day shall continue to be the L1 bidder at resumption of e-Reverse Auction. On resuming, the e-Reverse Bidding shall conducted for 60 minutes, which will be extended by 15 minutes from the last received bid time, if the bid is received during the last 15minutes. Subsequently, it will be extended again by 15 minutes from the latest		

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				received bid time. **The above shall continue till the e-Reverse Bidding gets concluded.** …. ….		
140	RFP	1.5 The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of ….. [insert name of SPV] along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, at the Acquisition Price to be intimated by the BPC, twenty (20) days prior to the Bid Deadline.	RfP bid submission shall be scheduled accordingly.		For preparation and submission of RfP Bid on time.	Noted
141	RFP	**a. Clarifications and Pre-Bid Meeting** **2.3.1** The Bidders may seek clarifications or suggest amendments	The response for clarifications sought by prospective bidders shall be provided at least 2 weeks prior to bid deadline, so that price implications, if any, can be accounted for in the RfP bid.		For preparation and submission of RfP Bid on time.	Timelines as specified in the RFP Document shall prevail.

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		to the RFP by sending an email to the BPC at the email id indicated in Clause 2.14 within the date and time RFP for Selection of Bidder as Transmission Service Provider mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per Annexure – 19.				
142	RFP	**2.5 The Bidding Process** The entire bidding process shall be conducted on electronic bidding platform created by **MSTC Limited**.	The event of Bid Submission shall be kept live on the MSTC portal at least 1 week prior to bid deadline.		For preparation and submission of RfP Bid on time.	Sufficient time shall be given to the bidders after creation of event on the MSTC portal.
143	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.4 Any Disputed Bill, Default in payment by Long Term Transmission System Users & Annual Reconciliation shall be	Article 10 i.e., Billing and payment of transmission charges is silent on parameters interalia **Payment Security Mechanism & Establishment of Letter of Credit**. In case of default in payment by LTTSU to TSP, kindly provide the detailed clauses		To assess the risk of the project	

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra	Article 10 explicitly stating the parameters viz. **Payment Security Mechanism & Establishment of Letter of Credit** as generally being mentioned for Intra-state projects in Madhya Pradesh, Odisha etc.			
144	**Transmission Service Agreement**	**Page 11 Definitions** **"MERC MYT Regulations"** shall mean Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024, as amended from time to time	**MERC MYT regulations, 2024 state that:** 1) **Regulation 78: Capital Investment Plan -** The Transmission Licensee shall submit a detailed capital investment plan, financing plan and physical targets for each year of the Control Period for strengthening and augmentation of the intra-State transmission system of the Transmission Licensee. 2) **Regulation 83.1**: The aggregate of the yearly revenue requirement for all Transmission Licensees shall form the "Total Transmission System Cost" (TTSC) of the Intra-State		As per NEP Vol II Transmission issued by the Ministry of Power in October 2024, KVTL is the only Intra-state scheme in Maharashtra which has been implemented through TBCB mode. Is it complying with both the regulations, since the term control period is usually applicable to RTM licensees? Further, Regulation 82 and 83.1 mentions ARR for projects implemented through TBCB mode. However, ARR is not sought by the TSPs of projects bid under section 63 of the act, it is the annual transmission charges which is being paid to them.	Kindly refer Clause 2.5.7 of the RFP Document.

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			transmission system, to be recovered from the Transmission System Users (TSUs) for the respective year of the Control Period, in accordance with the following Formula ……. Provided that in case of transmission system projects undertaken in accordance with the Guidelines for competitive bidding for transmission under Section 63 of the Act, the Aggregate Revenue Requirement as per the annual Transmission Service Charges (TSC) quoted by such projects, shall be considered, for aggregation under the TTSC. Will Regulations 78, 82 (income from other businesses) and 83.1 be applicable to Transmission Licensees selected through TBCB mode?			

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
145	**Transmission Service Agreement**	**Article 10: Billing & Payment of transmission charges**	Clause 10.1 refers **solely** to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024. However, 1) **Billing & Payment of Transmission Charges: "Bill, as per the TSA,** is defined as any bill raised by the STU on the LTTSUs to recover the Intra State Transmission Charges pursuant to the MERC MYT Regulations. **Regulation 86 of the MERC MYT regulations, 2024** state that it is the responsibility of the STU to raise monthly charges on every TSU, and subsequently settle the claims raised by the TSP. However, **there is no mechanism specified in the aforementioned regulations or the TSA pertaining to raising of the bill by the TSP to STU or the LTTSUs.** 2) Further, the aforementioned	May kindly consider amending the Article 10 of the TSA such that it is in line with the **Article 10 of standard implementation and service agreement for development and operation of intra-state transmission system** for transmission of electricity through tariff based competitive bidding issued by CEA on 23 April 2017.	In the past 2-3 years, **states including Uttar Pradesh, Madhya Pradesh and Odisha have either implemented or issued RFPs for implementation of several intra state transmission schemes through TBCB** mode. **The TSAs** of these projects have been **modelled after the SBD ISA for intra-state schemes issued by CEA in 2017**. These TSAs have clearly defined the mechanism of billing and payment of transmission charges to the TSP, including the provision for raising of invoices, rebate and LPSC, **and also the payment security mechanism that exists between the TSA signing authorities**.	Kindly refer Clause 2.5.7 of the RFP Document.

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			regulations also do not elaborate the details of how the payments received from the LTTSUs shall be disbursed to the TSP by STU. Hence clarification is sought on the following queries: i) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the process of raising the bills by the TSP to the STU has been clearly defined. ii) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the process of disbursement of the payment received from LTTSUs by STU to the TSP has been clearly defined. Alternatively, please provide reference of any other document issued by MERC		In case of UP and MP, the TSAs have been signed with LTTCs. In case of Odisha, the TSA will be signed with the nodal agency (OPTCL /STU), and Article 10 of all such TSAs have detailed all the relevant provisions pertaining to deliver and payment of invoices, rebate & LPSC, and resolution of disputed bills, default in payment & annual reconciliation of transmission charges. It is to be noted that in all these TSAs, Article 10 describes the transactions happening only between the TSPs and the signing authorities, i.e., either the LTTCs or the STU. However, in case of the Intra-state transmission TBCB scheme in Maharashtra, reliance has been laid on the	

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			wherein the processes sought in aforementioned queries are substantiated in detail.		MERC MYT regulations, 2024 wherein it is the STU who is playing a role akin to CTUIL with respect to billing and payment of transmission charges, despite not being a party to the TSA. We therefore **request you to kindly consider amending the existing TSA** as per the SBD ISA for intra-state schemes issued by CEA in 2017, **as similar approach has been adopted by other states (UP, MP, and Odisha)** to introduce competitive bidding for Intra-state transmission schemes. Considering that Article 10 is a critical clause, especially from the purview of the TSPs. Therefore, the necessary amendment has been requested which **provides the required**	

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
					clarity on the all the sub-clauses included under Article 10, including the payment security mechanism to the TSP	
146	**Transmission Service Agreement**		Clause 10.3 refers **solely** to Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024. However, 1) **Rebate & Late Payment Surcharge:** a. **Regulation 36** of the MERC MYT Regulations, 2024 specify 1% rebate to be given to TSU on payment of bills of transmission charges, within 7 days of presentation of bill of Transmission charges, through Lthrough Letter of Credit or otherwise or through NEFT/RTGS. **However, the regulations have not elaborated upon the terms of such Letter**			Kindly refer Clause 2.5.7 of the RFP Document.

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			of Credit, such as its amount, validity, and terms & conditions pertaining to its encashment and replenishment. b. **Regulation 37** of the MERC MYT regulations, 2024 specify the delayed payment charge & interest on delayed payment of transmission charges. The regulation states that "the rate at which Delayed Payment Charge shall be payable, shall not be **higher than the rate of Late Payment Surcharge specified in the Agreement, if any**". However, the regulations have not provided any description of the Late Payment Surcharge, payable to the TSUs.			

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			Hence clarification is sought on the following queries: i) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the details of Late Payment surcharge, such as applicable rate / percentage per month, conditions of applicability, etc. are provided in detail ii) Will both delayed payment and LPSC be applicable to the defaulting LTTSU(s)? Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 detailing the same. Alternatively, please provide reference of any other document issued by MERC wherein the clarifications sought in aforementioned queries are substantiated in detail.			

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
147	**Transmission Service Agreement**		Clause 10.4 refers to Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024 and Transmission Pricing Framework in the State of Maharashtra. However, **1) Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation:** a. The MERC MYT regulations, 2024 **specify the dispute resolution only with regards to the transmission system access charges** (Regulation 76.8). However, **with respect to the annual transmission charges billed by the TSP, neither** the TSA**, nor** the MERC MYT regulations and Transmission Pricing Framework in the State of Maharashtra			Kindly refer Clause 2.5.7 of the RFP Document.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			provide any description or procedure for settlement of disputed invoices/bill, default in payment by LTTSUs and any type of quarterly/annual reconciliation of the. b. Although **Regulation 37** of the MERC MYT regulations, 2024 specify the delayed payment charge & interest on delayed payment of transmission charges, **yet neither the TSA, Nor the MERC MYT regulations and Transmission Pricing Framework** in the State of Maharashtra **provide any details of the payment security mechanism for the TSP.** Hence clarification is sought on the following queries:			

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			i) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the process of **resolution of disputed invoices of annual transmission charges** is provided in detail. ii) Please substantiate if there is any specific regulation of the MERC MYT Regulations, 2024 wherein the details of **payment security mechanisms, for e.g. a) Letter of Credit and its terms** such as its amount, validity, and terms & conditions pertaining to its encashment and replenishment**, b) scheduling of least cost power of defaulting LTTSU(s), etc.** is provided. iii) Please substantiate if there is any specific regulation of the MERC			

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			MYT Regulations, 2024 wherein the process of **quarterly / annual reconciliation of monthly / supplementary bills of annual transmission charges** is provided in detail Alternatively, please provide reference of any other document issued by MERC wherein the clarifications sought in aforementioned queries are substantiated in detail.			
148	**Transmission Service Agreement**	**ARTICLE: 16 Governing Law and Dispute Resolution** **16.1 Governing Law -** This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be	May want to reconsider changing the jurisdiction to Mumbai / Maharashtra	May want to reconsider changing the jurisdiction to Mumbai / Maharashtra	In case of other Intra-state TBCB bids referred to in the previous queries (UP, MP, Odisha), the jurisdiction has been set to the courts of the state or their capital cities.	Please refer **Amendment II dated 05.05.2025.**

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		under the jurisdiction of appropriate courts in Delhi.				
149	RFP for Selection of Bidder as Transmission Service Provider	Definitions: "Bid Bond" shall mean the unconditional and irrevocable bank guarantee for Rupees Four Crore and Eighty Lakh (Rs. 4.80 Crore) Only), to be submitted along with the Technical Bid by the Bidder under Clause 2.11 of this RFP, as per the format prescribed in Annexure 14;	We would like to bring to your kind attention the Government's progressive decision to allow Insurance Surety bonds as a security mechanism. This was announced by the Hon'ble finance minister during the Union budget for FY-23. The Hon'ble Ministry of Road Transport & Highways has already taken a significant step by amending the bidding documents for EPC, HAM, and BOT (ToT) projects, incorporating provisions for accepting insurance surety bonds as 'Bid Security' and 'Performance Security'. Considering the capital-intensive nature of transmission projects, we request BPC to also allow submission of Insurance Surety Bonds as an alternative to Bank Guarantees as a security mechanism.		Bidder needs the information for proper estimation	Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
150		2.12 Contract Performance Guarantee Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission System User the Contract Performance Guarantee for an amount of 12.00 Crore				Referred clause of the RFP issued dated 13.03.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		(Rupees Twelve Crore Only)				
151	RFP for Selection of Bidder as Transmission Service Provider	Clause 2.5.2 **Technical Bid comprising of** 19. For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance	As per RFP clause 2.1.2 (ii), "Experience in construction of project in infrastructure sector" is allowed for meeting the technical requirement by the bidders. In reference to the same, bidders need to provide the details of above experience as per "Annexure 7D - Additional Information for verification of financial & technical capabilities of the bidders" The Part iii, attachment 3, (a) states "For each project listed in Attachment 2 above, certificates of final acceptance and/or certificates of good operating performance duly issued by owners for the project and the same shall be certified as true by authorized signatory of the Bidding Company or the Lead Member of Consortium). In case the project listed in Attachment 2 is under BOOT / DBFOT mechanism, the certificates of final acceptance and/or certificates of good operating performance must be issued by the authority /		Requirement of certificates of good operating performance is not applicable for EPC contracts due to the intrinsic nature of such contracts.	The provisions of RFP Document are amply clear in this regard and shall prevail.

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			independent engineer of the project as defined in the respective project agreement" Further, as per the RFP Clause 2.5.2 (19) "For each project listed in Annexure 7(D), certified true copy of the certificates of final acceptance and / or certificates of good operating performance duly issued by owners or clients for the project, duly signed by authorized signatory". The experience in construction of infrastructure sector is obtained through Engineering, Procurement & Construction contracts (EPC Contracts) having a construction timeline and a pre-defined defect liability period. The industry wide norm for issuing the experience certificates to the EPC contractors is through issuance of completion certificates or final acceptance certificates by the contracting authorities. In reference to the above, we presume that in case of use of experience of construction (2.1.2 (ii)), we presume that submission of completion certificates or final			

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			acceptance certificates duly issued by owners of the project will sufficient and acceptable to the BPC.			
152	RFP for Selection of Bidder as Transmission Service Provider	Clause 2.6.1 Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element - NIL	BPC to clarify that since the necessary space is a pre-requisite dependency for completion of project under the scope of work hence, how this is taken as NIL?			The provisions of RFP Document are amply clear in this regard and shall prevail.
153	Transmission Service Agreement	Clause 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	As a general practice, the CERC considers any request for extension of time post COD of the Project. BPC to clarify that whether the 10% of CPBG will be invoked even when such delay is caused due to FM events and without adjudication on the validity of such claims?			The provisions of RFP Document are amply clear in this regard and shall prevail.
154	Transmission Service Agreement	Clause 2.2.2 It is required that post the Expiry Date, the TSP to transfer the Project to STU within a period of 90 days.	BPC to clarify the following: a. Who will be responsible for O&M of the Project post Expiry Date till the Project is transferred as the Agreement will automatically			The transfer of all project assets along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project.

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			terminate on Expiry Date? b. Whether the TSP will be paid for the O&M for the period post Expiry Date till the Project is transferred if the TSP will manage the O&M post Expiry Date?			All the expenditure till the transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP.
155	Transmission Service Agreement	Clauses 4.1(f) and 4.2.1(e) These clauses provide assistance by Nodal Agency or TSP to the Arbitrators as required for the performance of their duties and responsibilities	BPC to provide the definition of Arbitrators used as defined term.			This is as per the SBD and amendments thereof, issued by the Ministry of Power.
156	RFP for Selection of Bidder as Transmission Service Provider	Section-1, Clause 1.5, Para 3 The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to Maharashtra STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of	1. Please note that there is no clarity about the liability of the TSP post Transfer of asset. We request BPC to define the process of Transfer. 2. As the project is BOOT basis, we request BPC to provide Transfer Agreement for bidder's review and assessment.		Bidder needs the information for proper estimation.	1. The project assets along with substation land, right of way and clearances shall be transferred to STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of

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		project at zero cost and free from any encumbrance and liability. The transfer shall be completed…..	3. As the project is BOOT basis, what will be the Liability of TSP in case of any Default post Transfer to Maharashtra STU. 4. As per the RFP, the transfer shall be completed within 90 days after 35 years from COD of project failing which Government of Maharashtra shall be entitled to take over the project assets Suo moto. We request BPC to confirm whether the Project is required to be given on as is where is basis or if Government of Maharashtra can ask for certain refurbishments to be done?			project at zero cost and free from any encumbrance and liability and no elaborate process is required to be laid down. Further, other issues, if any, shall be dealt as per prevailing laws & regulations. 2. Transfer Agreement, if required, may be mutually agreed between the parties at that point of time. 3. In case there is any liability due to an event that has occurred post transfer to STU or its successors or an agency as decided by the Government of Maharashtra, the same shall be dealt

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						with as per prevailing laws & regulations. 4. The project assets will be transferred in working condition subject to observations of STU in the examination to be carried out three (3) years prior to the expiry of the project to assess the need of upgradation of the system or renovation and modernization of the existing system.
157	RFP for Selection of Bidder as Transmission Service Provider	Request for Proposal Notification, Disclaimer This RFP may be withdrawn or cancelled by the BPC at any time without assigning any reasons thereof. BPC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever."	We would like to mention that it will be unreasonable on the part of BPC to reject a bid without assigning any reason. Since the BPC can be construed as 'state' under the Constitution, conduct of BPC ought to have transparent and as such BPC cannot take any decision without assigning proper reason/ justification.		Bidder needs the information for proper estimation.	This is as per the SBD and amendments thereof, issued by the Ministry of Power. The provisions of RFP shall prevail.

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158	RFP for Selection of Bidder as Transmission Service Provider	Definition: Conflict of Interest" A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder	It needs to be noted that this definition is vague and wide in as much as it only requires that an entity is able to have access; it is immaterial whether information was accessed or not, just the fact that a party is in a position to access information or influence bid of another party is enough. As far as this aspect is concerned, this definition should be amended. This should further cover any conflict-of-interest situation between the BPC and any of the bidder.		Bidder needs the information for proper estimation.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
159	RFP for Selection of Bidder as Transmission Service Provider	Annexure-B, Clause 3.3 provides that "the Bidder shall disclose the name and address of agents and representatives, and Indian Bidder shall disclose their foreign principals or associates". Clause 3.4 states that "the Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid".	BPC is requested to clarify the rationale for having this clause? We understand that The Bidder is free to engage any consultant as long as it is under the purview of applicable law.		Bidder needs the information for proper estimation	This is as per the SBD and amendments thereof, issued by the Ministry of Power. The provisions of RFP shall prevail.

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160	Transmission Service Agreement	TSA ARTICLE: 1 Definitions and Interpretations **Independent Engineer"** shall mean an agency/ company, appointed by Long Term Transmission System User in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects TSA ARTICLE: 18 18.3 Remuneration of Independent Engineer	We understand that as the Independent Engineer to be appointed by Long Term Transmission System User, the fee and charges of the Independent Engineer shall be paid by Long Term Transmission System User and TSP does not have to consider any fee and charges of the Independent Engineer in its bid.		Bidder needs the information for proper estimation.	Provisions of the TSA are amply clear in this regard and shall prevail.
161	Transmission Service Agreement	TSA ARTICLE: 11 Clause no. 11.4.1 …… (g) Any error or omission in the survey report provided by BPC during the bidding process	We request BPC to remove the point no g form the Force Majeure Exclusions.		Bidder needs the information for proper estimation	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
162	Transmission Service Agreement	TSA ARTICLE: 13 Clause no.13.7 Termination Payment - If Agreement is terminated on account of Force Majeure Events, non-requirement of any	As there is no mechanism for termination payment. We request BPC to provide the mechanism for compensating the cost incurred by the TSP for construction of asset, in case of non-requirement of any element during construction stage.		Bidder needs the information for proper estimation.	Provisions of the TSA are amply clear in this regard and shall prevail.

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		Element or Project during Construction, Long Term Transmission System User's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Long Term Transmission System Users shall take over the Project Assets..				
163	Transmission Service Agreement	TSA ARTICLE: 3 Clause No. 3.3.4 Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the	What is the rationale for only IDC recovery and no other expenditure like project cost overrun (such as overheads & price variation etc.)		Bidder needs the information for billing purpose.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		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.				
164	Transmission Service Agreement	TSA ARTICLE: 8 8.2 Target availability The Target Availability of each Element and the Project shall be 98%.	As per previous TSA, target availability was at project level not for each element. We request BPC to maintain target availability at Project level only.		Bidder needs the information for proper estimation.	Valuation of project assets shall be done as per the prevailing industry practices. Further, please refer Clause 18.2 e) of TSA.
165	Transmission Service Agreement	TSA ARTICLE: 12 Relief for change in law 12.2.3 - 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 System User documentary proof of such increase / decrease in cost of the Project / revenue for establishing the	Please note that No timelines defined for response by Long Term Transmission System User in case of CIL event. We request BPC to define timeline in which Long Term Transmission System User will respond to the TSP.		Bidder needs the information for proper estimation.	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		impact of such Change in Law.				
166	Transmission Service Agreement	TSA ARTICLE: 12 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 System User after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges	BPC is requested to provide the format and timeline for submission of sperate bill of sperate bill for settlement of CIL events?		Bidder needs the information for proper estimation.	The provisions of TSA are amply clear in this regard.
167	Transmission Service Agreement	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	What is the rationale for 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		Bidder needs the information for proper estimation	This is as per the SBD and amendments thereof, issued by the Ministry of Power.

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		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: ΔT = [(P x d)]÷[1-(1+ d)^(-n)]	Transmission Charges of the TSP.			
168	RFP for Selection of Bidder as Transmission Service Provider	ANNEXURE 22 – FORMAT FOR AFFIDAVIT	We would like to mention that with reference to the RFP Clause 2.1.9 Bidders shall confirm a notarized affidavit as per Annexure 22. Please note for large conglomerates signing on behalf of all the affiliates can run into hundreds of numbers and different geographies, is practically impossible. We request you to allow Annexure-22 to be signed by the Authorized signatory of the Bidding company on behalf of Bidding entity only.		Bidder needs the information for preparation of techno-commercial bid.	The declaration and details with respect to Clause 2.1.9 of RFP is to be provided by the bidding company including Affiliate / Parent company of the Bidding company being used for meeting financial / technical qualification requirements as per Annexure 22 of the RFP document. The signing of the format has to be done as per

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
						provisions of RFP Document.
169	RFP for Selection of Bidder as Transmission Service Provider	Annexure no. 15-format for Contract Performance Guarantee/ Last Para Notwithstanding anything ……. (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by…… [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV].	Kindly note that the Government banks are not issuing the contract Performance Guarantee. We request BPC to modify the last Para of the Performance Guarantee format as highlighted in red font below: Notwithstanding anything ……. (365) days thereafter. This BANK GUARANTEE shall may be extended from time to time for such period, as may be desired by…… [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV and …… [Insert name of the Bank].		Bidder needs the information for proper estimation	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
170	Transmission Service Agreement	Schedule: 9 Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period.	CERC notified 'Discount rate for computation of levelized transmission charges' is 9.25% on 2nd April 2024, please confirm if this Discount rate for computation of levelized transmission charges is to be considered for this calculation under schedule-9	.	Bidder needs information for proper estimation	The provisions of TSA are amply clear in this regard and shall prevail.
171	Transmission Service Agreement and	Execution of the TSA and SPA.	As per the provisions of the Indian Stamp Act, the execution of the Share Purchase Agreement ('**SPA**')			Kindly refer Clause 2.5.7 of the RFP Document.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

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<tr><th>Sl. No</th><th>Name of the Document</th><th>Clause No. and Existing provision</th><th>Clarification required</th><th>Suggested text for the amendment</th><th>Rationale for the Clarification or Amendment</th><th>RECPDCL Reply</th></tr>
<tr><td></td><td>Share Purchase Agreement</td><td></td><td>and the Transmission Service Agreement ('TSA') should be made on the stamp papers of INR 1200 and INR 500 respectively. The relevant provisions of the Indian Stamp Act are provided below:
<table>
<tr><th>SN.</th><th>Document</th><th>Stamp Paper for Execution (in INR)</th><th>Indian Stamp Act, 1899 ('Act') read with Delhi Schedule 1A ('Schedule')</th></tr>
<tr><td>1.</td><td>Share Purchase Agreement</td><td>1200</td><td>Section 5 of Act read with (i) Item no. 5(b) of Schedule- sale of shares in an incorporated company: Rs. 1000/-, (ii) Item 5(c) Arbitration: Rs. 50/-, (iii) Item No. 34 Indemnity: Rs. 100/-.</td></tr>
<tr><td>2.</td><td>Transmission Service Agreement</td><td>500</td><td>Section 5 of Act read with (i) Item 5(c), agreement (other): Rs. 50/-,</td></tr>
</table></td><td></td><td></td><td></td></tr>
</table>

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			(ii) Item No. 37, guarantee: Rs. 50/-, (iii) Item No. 34, indemnity: Rs. 100/-, and others. BPC to confirm the amount of stamp papers on which the execution of the SPA and TSA will be executed.			
172	RFP for Selection of Bidder as Transmission Service Provider	Clause 2.1.2 Technical requirement to be met by the Bidding Company or Lead Member of Bidding Consortium	As per the RFP Clause 2.1.2 Technical requirement, a *Technically Evaluated Entity* may be the Bidding Company or the Lead Member of a Consortium or an Affiliate or Parent of such Bidding Company or the Lead Member, as the case may be. Further the Annexure 7B of the RFP documents states *"We certify that M/s. …….. (Insert name of Technically Evaluated **Entity(ies)**) have experience of development of projects in the Infrastructure sector……..."* In reference to the requirement mentioned in the		As the TBCB projects are executed under the SPV mode, it is presumed that combined experience of different SPVs (subsidiaries) / affiliates to the bidders can be used for meeting the qualification requirement as stipulated in the RFP documents.	The provisions of RFP Document are amply clear in this regard and shall prevail.

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			above clauses for the technical qualification, we understand that a bidder can qualify by meeting the qualification requirement as stipulated in RFP clause 2.1.2 using the experience of two different / multiple affiliate companies.			
173	Transmission Service Agreement	**Schedule: 10 Name of the Long-Term Transmission System Users** *Likely to change in MYT Order to be issued by MERC	We request you to provide the updated list of the Long-Term Transmission Customers.		Bidder needs the information for proper estimation	Please refer Schedule 10 of TSA.
174	RFP for Selection of Bidder as Transmission Service Provider	**RFP, Clause 1.6. Clause no. 1.6.1.5 – Scope of Transmission Service Provider** The TSP shall seek approval under Section 164 of Electricity Act, from Government of Maharashtra after acquisition of …….. [Insert the name of SPV]. The approval shall be granted by Government of Maharashtra upon receipt of application	We request BPC to confirm the timelines within which the Government of Maharashtra shall grant the section 164 to the TSP. Further, in case of delay in grant of section 164 approval beyond the specified days by Government of Maharashtra, will this qualify as Force Majeure (FM) event under TSA, and we can get relief as per TSA.		Bidder needs information for proper estimation	This is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sl. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		(complete in all aspects).				
175	RFP for Selection of Bidder as Transmission Service Provider & Transmission Service Agreement	**Supplementary Agreement**" shall mean the agreement as annexed hereto in Schedule 11 of this Agreement; Definition of LTTSUs **"**Long Term Transmission System User" or "LTTSU" shall have the meaning as described in MERC (Transmission Open Access) Regulations, 2016 as amended from time to time, and for the purpose of this Project, shall refer to the entities listed in Schedule 10 of this Agreement or any such other person who executes a Supplementary Agreement for availing transmission service as per the provisions of the TSA;;	BPC is requested to provide details of Lead Long Term Transmission System Users who are to sign supplementary agreement along with details of "**Lead Lead Long Term Transmission System User**"		Bidder needs information for proper estimation	Please refer Schedule 10 of TSA
176	Transmission Service Agreement	**As per the TSA, the counter signing authority is LTTCs**	As per MYT 2024 – "STU is responsible for raising transmission bills, collection and disbursement of		Bidder needs information for proper estimation.	The provisions of RFP & TSA Document are amply clear in this

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			transmission charges to InSTS transmission licensees." Therefore, we request that for TSA also, the counter signing authority should be STU to collect payments and disburse to the selected TSP.			regard and shall prevail.
177	Transmission Service Agreement & MYT Regulation	**Payment Security Mechanism**	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't specify any clause regarding the payment security mechanism in MYT. Therefore, we request you to kindly provide the applicable clause regarding the payment security mechanism in MYT Regulations 2024.		Bidder needs information for proper estimation.	Please refer Clause 2.5.7 of RFP Document.
178	Transmission Service Agreement & MYT Regulation	**Payment Security Mechanism**	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't specify any clause regarding		Bidder needs information for proper estimation.	The provisions of RFP Document are amply clear in this regard and shall prevail.

Clarifications dated 05.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

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			the payment security mechanism in MYT. In view of the above, do we need to adopt the payment security mechanism for this project as adopted by MSEDCL by Transmission Open Access regulation? Further, what are the next steps if a beneficiary defaults in payments, how the TSPs payment can be secured?			

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<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Provisions</th><th>New / Revised Provisions</th></tr>
<tr><td>1.</td><td>Scope of the Transmission Scheme RFP & TSA</td><td>
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<tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)
……</td><td><u>18 months</u></td></tr>
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……</td><td><u>24 months</u></td></tr>
</table>
</td></tr>
<tr><td>2.</td><td>Clause 2.6 of RFP</td><td>2.6 Project Schedule
2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;
<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)</td><td><u>18 Months</u></td><td>100%</td><td>Nil</td></tr>
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</table>

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

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Scheduled COD for overall Project: <u>18 Months</u> from Effective Date.</td><td>…

Scheduled COD for overall Project: <u>24 Months</u> from Effective Date.</td></tr>
<tr><td>3.</td><td>Format 1 of Annexure 8 of RFP</td><td>Format 1: Bidders' Undertakings
…..

1.

2.
…

8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi</td><td><u>18 Months</u></td><td>100%</td><td>Nil</td></tr>
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…..</td><td></td><td></td><td></td></tr>
</table>
…

Scheduled COD for the Project: <u>18 Months</u> from Effective Date
</td><td>
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…..</td><td></td><td></td><td></td></tr>
</table>
…

Scheduled COD for the Project: <u>24 Months</u> from Effective Date
</td></tr>
<tr><td>4.</td><td>Schedule: 2 of TSA</td><td>
<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
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</table>
…

Scheduled COD for the Project is: <u>18 months</u> from Effective Date
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Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
5.	Clause 6.3.1 of TSA	6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s)…… a…….. b…….. c……. Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.	6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s)…… a…….. b…….. c……. Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred. **For the avoidance of doubt, it is specified that the charges payable under this Article 6.3.1 shall be paid by the Long Term Transmission Customer(s) in proportion to their then Allocated Project Capacity.**
6.	Clause 14.2.1 of TSA	(a) The TSP shall, subject to the Long Term Transmission System User's compliance with Article 14.2.1 (b), indemnify….. (b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the Long Term Transmission System Users shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission System Users of all actions taken in such proceedings or claims.	(a) The TSP shall, subject to the Long Term Transmission System User's compliance with Article 14.2.1 (b), indemnify….. (b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the **Lead** Long Term Transmission System User shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission System Users of all actions taken in such proceedings or claims. (c) If the TSP fails to notify the **Lead** Long Term Transmission System User within twenty-eight (28) days after receipt of such notice from the

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		(c) If the TSP fails to notify the Long Term Transmission System Users within twenty-eight (28) days after receipt of such notice from the Long Term Transmission System Users under Article 14.2.1(b) above, …….	Long Term Transmission System Users under Article 14.2.1(b) above, …….
7.	Clause 14.2.2 of TSA	(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall …… (b) …….. (c) If the Lead Long Term Transmission System User fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission System Users. Unless the Long Term Transmission System Users has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim. (d) The TSP shall, at the **Lead** Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.	(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall …… (b) …….. (c) If the Lead Long Term Transmission System User fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission System Users. Unless the **Lead** Long Term Transmission System User has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim. (d) The TSP shall, at the Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.
8.	Clause 18.1 of TSA	The Long Term Transmission System Users shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.	The **Lead** Long Term Transmission System User shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

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Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
9.	Clause 18.3 of TSA	The fee and charges of the Independent Engineer shall be paid by the Long Term Transmission System Users as per terms & conditions of appointment.	The fee and charges of the Independent Engineer shall be paid by the **Lead** Long Term Transmission System User as per terms & conditions of appointment.
10.	Clause 18.4.1 and 18.4.2 of TSA	18.4.1 The Long Term Transmission System Users may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer. 18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Long Term Transmission System User sand seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Long Term Transmission System Users shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Long Term Transmission System Users is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Long Term Transmission System Users shall appoint forthwith another Independent Engineer.	18.4.1 The **Lead** Long Term Transmission System User may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer. 18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the **Lead** Long Term Transmission System User sand seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the **Lead** Long Term Transmission System User shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of **Lead** Long Term Transmission System User is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the **Lead** Long Term Transmission System User shall appoint forthwith another Independent Engineer.
11.	Clause 18.5 and of TSA	The Long Term Transmission System Users shall require the Independent Engineer to designate and notify to the Long Term Transmission System Users up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.	The **Lead** Long Term Transmission System User shall require the Independent Engineer to designate and notify to the **Lead** Long Term Transmission System User up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
12.	Clause 19.1 of TSA	19.1.1 The Long Term Transmission System Users hereby appoint and authorise "**Lead LTTSU Name"** (hereinafter referred to as the "Lead Long Term Transmission System User") to represent all the Long Term Transmission System Users for discharging the rights and obligations of the Long……. 19.1.2 The Long Term Transmission System Users hereby also appoint and authorise "**2nd Lead LTTSU Name**" (hereinafter referred to as the "Alternate Lead Long Term Transmission System User"), to act as Lead Long Term Transmission System User as per the provisions of this Article 19.1.2, on the occurrence …. It is clarified that all decisions taken by the "**Lead LTTSU Name**" appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission System User before such change, shall continue to be valid, in accordance with this Agreement. 19.1.3 In the event of "**2nd Lead LTTSU Name**" becoming the Lead Long Term Transmission System User as per Article 19.1.2, all the Long Term Transmission System Users shall also appoint any of Long Term Transmission System Users, other than "**Lead LTTSU Name**", appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission System User and thereafter the provisions of Article 19.1.2 shall be applicable.	19.1.1 The Long Term Transmission System Users hereby appoint and authorise **"Maharashtra State Electricity Distribution Company Limited**" (hereinafter referred to as the "Lead Long Term Transmission System User") to represent all the Long Term Transmission System Users for discharging the rights and obligations of the Long……. 19.1.2 The Long Term Transmission System Users hereby also appoint and authorise "**Adani Electricity Mumbai Limited – Distribution**" (hereinafter referred to as the "Alternate Lead Long Term Transmission System User"), to act as Lead Long Term Transmission System User as per the provisions of this Article 19.1.2, on the occurrence …. It is clarified that all decisions taken by the "**Maharashtra State Electricity Distribution Company Limited**" appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission System User before such change, shall continue to be valid, in accordance with this Agreement. 19.1.3 In the event of "**Adani Electricity Mumbai Limited – Distribution**" becoming the Lead Long Term Transmission System User as per Article 19.1.2, all the Long Term Transmission System Users shall also appoint any of Long Term Transmission System Users, other than "**Maharashtra State Electricity Distribution Company Limited**", appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission System User and thereafter the provisions of Article 19.1.2 shall be applicable.
13.	Clause 19.2 of TSA	19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Long Term Transmission System Users would reserve the right to ascertain the equity holding	19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the **Lead** Long Term Transmission System User would reserve the right to ascertain the equity holding structure and

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		structure and to call for all such required documents / information / clarifications as may be required	to call for all such required documents / information / clarifications as may be required

Amendment-IV dated 14.05.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider to establish transmission system for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing/New Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1.</td><td>2.7.1 of RFP</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1500 hours (IST) on <u>16.05.2025</u>. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1500 hours (IST) on <u>02.06.2025</u>. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.</td></tr>
<tr><td>2.</td><td>2.7.2 of RFP</td><td>Important timelines are mentioned below:<table><tr><th>Date</th><th>Event</th></tr><tr><td><u>16.05.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td><u>16.05.2025</u></td><td>Opening of Technical Bid</td></tr><tr><td><u>26.05.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr><tr><td><u>27.05.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td><u>28.05.2025</u></td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td><u>02.06.2025</u></td><td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td></tr><tr><td><u>05.06.2025</u></td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td><u>16.06.2025</u></td><td>Signing of RFP Project Documents and transfer of Jejuri Hinjewadi Power Transmission Limited</td></tr></table></td><td>Important timelines are mentioned below:<table><tr><th>Date</th><th>Event</th></tr><tr><td><u>02.06.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td><u>02.06.2025</u></td><td>Opening of Technical Bid</td></tr><tr><td><u>10.06.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr><tr><td><u>11.06.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td><u>12.06.2025</u></td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td><u>16.06.2025</u></td><td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td></tr><tr><td><u>20.06.2025</u></td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td><u>30.06.2025</u></td><td>Signing of RFP Project Documents and transfer of Jejuri Hinjewadi Power Transmission Limited</td></tr></table></td></tr>
<tr><td>3.</td><td>2.13.1 of RFP</td><td>…….

Opening of Envelope (Technical Bid): 1530 hours (IST) on <u>16.05.2025</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on <u>27.05.2025</u> in the office of CEA.</td><td>…….

Opening of Envelope (Technical Bid): 1530 hours (IST) on <u>02.06.2025</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on <u>11.06.2025</u> in the office of CEA.</td></tr>
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Additional Clarifications dated 28.05.2025 on the RFP Documents for Selection of Bidder as Transmission Service Provider Through Tariff Based Competitive Bidding Process to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Sr. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
1	Clarification, dt. 05.05.2025	Point no 6	1. Reference to your reply Auxillary supply at Jejuri SS, Subsation owner will provide power supply at 440V input, confirm the understanding 2. Dedicated 220V and 48V, 2 no stes of battery & Charger will be considered at Jejuri only for Bay extension work, confirm the under standing		Required for correct estimation of scope of work	The scope of Auxiliary DC supply has been sought for new GIS hall & Control Panel room. However, AC Supply can be extended from existing supply source
2	Clarification, dt. 05.05.2025	Point no 7	1. Kindly confim - new water storage type fire fighting system is required at both substation 2. And if Water storage FF sytem to be considered, capacity will be considered only as per RFP scope, no existing & future equipment will be envisaged. confirm the under standing		Required for correct estimation of scope of work	Scope is as per RfP
3	Clarification, dt. 05.05.2025	Point no 14	Existing GE GIS GA & section drawing required for extension module. Kindly arrange to provide		Required for correct estimation of scope of work	The same will be provided to successful bider after transfer of SPV.
4	Clarification, dt. 05.05.2025	Point no 31	We understand that At Jejuri, there is No SAS System. Only SCADA Gateway is Present		Required for correct estimation of scope of work	Bidders are advised to visit the substations and ascertain.

Sr. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			and At Hinjewadi, both SAS System and SCADA Gateway is Present. Kindly confirm on our understanding			Please also refer Clause 2.5.7 of the RFP
5	Clarification, dt. 05.05.2025	Point no 36	We understand that Distributed Busbar protection scheme as mentioned in RFP is present at Jejuri. However clarification mentions that Centralized Busbar is present. BPC to confirm make and model number with availability of modules for TSP scope bays.		Required for correct estimation of scope of work	Clarification issued on 05.05.2025 may be referred. Further, bidders are advised to visit the substations and ascertain. Please also refer Clause 2.5.7 of the RFP
6	Clarification, dt. 05.05.2025	Point no 38	We understand that Distributed Busbar protection scheme as mentioned in RFP is present at Hinjewadi. However clarification mentions that Centralized Busbar is present. BPC to confirm make and model number with availability of modules for TSP scope bays.		Required for correct estimation of scope of work	Clarification issued on 05.05.2025 may be referred. Further, bidders are advised to visit the substations and ascertain. Please also refer Clause 2.5.7 of the RFP
7	Clarification, dt. 05.05.2025	Point no 37 & 39	BPC to confirm and mention which Bay modules are required if Centralized Busbar protection is present at Jejuri and Hinjewadi.		Required for correct estimation of scope of work	Clarification issued on 05.05.2025 may be referred. Further, bidders are advised to visit the substations and ascertain. Please also refer Clause 2.5.7 of the RFP

Sr. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
8	Clarification, dt. 05.05.2025	Point no 6	As per RFP (Pg 146 of 158) at Hinjewadi Battery is required for TSP scope of Bays. However as per clarification dated 5 May 2025 it is not required at Hinjewadi but required at Jejuri. Please confirm where exactly Battery and charger is required.		Required for correct estimation of scope of work	Battery set is required at Jejuri only.
9	Clarification, dt. 05.05.2025	Point no 27 Annexure: SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION (Pg no. 148) C.1.0 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi	(i) FOTE system requirement and detailed scope is not mentioned in the RFP. Hence, we understand that new FOTE panels is not in scope of this project. Please confirm whether new FOTE to be considered at both Jejuri and Hinjewadi or not? (ii) Incase if new FOTE to be considered. Request to share the scope of FOTE system implementation at Hinjewadi substation and remote end Jejuri Substation along with detailed requirements incuding number of directions, channels and scope for local integration (if any).		Required for correct estimation of scope of work	Clarification issued on 05.05.2025 may be referred.
10	Clarification, dt. 05.05.2025	Point no 27 Annexure:	(i) We understand that new PABX to be established at Hinjewadi S/s and voice		Required for correct estimation of scope of work	Clarification issued on 05.05.2025 may be referred. Further, bidders are advised

Sr. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION (Pg no. 154) C.5.0 PLCC and PABX: At new substation, a telephone exchange (PABX) of 24 trunk lines and 12 subscribers shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (RLDC/SLDC) etc.	connectivity to be extended to Jejuri S/s, SLDC, ALDC and RLDC. Please confirm if new PABX to be considered at Hinjewadi S/s or existing to be utilized. (ii) We understand that there is MATRIX make PABX present at Hinjewadi S/s which is currently not being utilized. Whether new PABX to be considered or existing PABX to be utilised. Please confirm.			to visit the substations and ascertain. Please also refer Clause 2.5.7 of the RFP.
11	BPC Survey report	2.0 400 kV D/c line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	BPC is requested to mention location of newly proposed Pune Airport in Survey report as during site inspection, it has come to notice that New Pune Airport is supposed to be constructed near to the existing Jejuri S/s.		Bidder needs the information for proper estimation	The survey report has already been issued to bidders with relevant details. Bidder may also visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of the RFP Document.

Sr. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
12	BPC Survey report	2.0 400 kV D/c line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	BPC is requested to re-evaluate the route from AP-78 to AP-43 as per BPC survey report, since the route falls within 20 km radius of the (National Defense Academy) NDA Airport (Khadakwasla Airport) and thus height restriction might be applicable.		Bidder needs the information for proper estimation	The transmission route mentioned in the survey report is indicative. Bidder shall finalize the route after their detailed survey considering the requirement of RFP. Bidder may visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of the RFP Document.
13	BPC Survey report	2.0 400 kV D/c line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	Please note that based on project assessment, it has come to our notice that Khavda Ph-IV Part-D (Boiser-II – Pune-III and LILO of Hinjewadi-Koyna 400 kV S/C at Pune-III) route may interfere with the transmission line route. However, BPC survey report has not included any details about these crossings. Therefore, BPC is requested to please provide review the BOC survey route and revised the BOC route kmz including the		Bidder needs the information for proper estimation	The transmission route mentioned in the survey report is indicative in nature. Bidder shall finalize the route after their detailed survey considering the requirement of RFP. Bidder may also visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of the RFP Document.

Sr. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			crossings of the above mentioned line.			
14	General	RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.	BPC to confirm the length of approach section to substation on both ends of Jejuri and Hinjewadi.		Required for correct estimation of scope of work	Length of the approach section near the substation shall be minimum 2 km.
15	BPC Survey Report	RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.	We understand that the approach section to substation under the route provided in the BPC survey report falls in forest also. As the approach section to substation also superimposes with the forest section, BPC to confirm the span (300 m/ 250 m) to be considered in the region.		Required for correct estimation of scope of work	The applicable guidelines issued by CEA may be followed.

Sr. No	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
16	General	RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.	As per the forest guidelines Van (Sanrakshan Evam Samvardhan) Adhiniyam 1980 and Van (Sanrakshan Evam Samvardhan) Rules 2023, the RoW for compensation for 400 kV has been standardized to 46 m. However, as per the mentioned CEA guidelines it is 40 m for forest area (300 m span) and 38 m for urben/ populated/ approach section to substation (250 m span). Since there is a contradiction between these forest and CEA guidelines, the forest officials insist on the payment of forest compensation charges considering RoW width as 46 m. We understand that in such case, the additional compensation paid to forest department on account of above contradiction would be covered **under change of law.**		Required for correct estimation of scope of work	The provisions indicated in Article 12 (Change in Law) of Transmission Service Agreement shall only be applicable. Further, please refer to the clause 2.5.7.2 of RFP.

Amendment-V dated 29.05.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider to establish transmission system for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process.

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<tr><td>2.</td><td>2.7.2 of RFP</td><td>Important timelines are mentioned below:<table><tr><th>Date</th><th>Event</th></tr><tr><td><u>02.06.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td><u>02.06.2025</u></td><td>Opening of Technical Bid</td></tr><tr><td><u>10.06.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr><tr><td><u>11.06.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td><u>12.06.2025</u></td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td><u>16.06.2025</u></td><td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td></tr><tr><td><u>20.06.2025</u></td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td><u>30.06.2025</u></td><td>Signing of RFP Project Documents and transfer of Jejuri Hinjewadi Power Transmission Limited</td></tr></table></td><td>Important timelines are mentioned below:<table><tr><th>Date</th><th>Event</th></tr><tr><td><u>12.06.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td><u>12.06.2025</u></td><td>Opening of Technical Bid</td></tr><tr><td><u>20.06.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr><tr><td><u>23.06.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td><u>24.06.2025</u></td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td><u>27.06.2025</u></td><td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td></tr><tr><td><u>02.07.2025</u></td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td><u>14.07.2025</u></td><td>Signing of RFP Project Documents and transfer of Jejuri Hinjewadi Power Transmission Limited</td></tr></table></td></tr>
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Opening of Envelope (Technical Bid): 1530 hours (IST) on <u>02.06.2025</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on <u>11.06.2025</u> in the office of CEA.</td><td>…….

Opening of Envelope (Technical Bid): 1530 hours (IST) on <u>12.06.2025</u>
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Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

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<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Provisions</th><th>New / Revised Provisions</th></tr>
<tr><td>1.</td><td>Scope of the Transmission Scheme RFP & TSA</td><td>
<table>
<tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)
……</td><td><u>18 months</u></td></tr>
</table>
</td><td>
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<tr><th>Sl. No.</th><th>Scope of the Transmission Scheme</th><th>Scheduled COD in months from Effective Date</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)
……</td><td><u>24 months</u></td></tr>
</table>
</td></tr>
<tr><td>2.</td><td>Clause 2.6 of RFP</td><td>2.6 Project Schedule
2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;
<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)</td><td><u>18 Months</u></td><td>100%</td><td>Nil</td></tr>
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</td><td>2.6 Project Schedule
2.6.1. All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;
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<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)</td><td><u>24 Months</u></td><td>100%</td><td>Nil</td></tr>
</table>
</td></tr>
</table>

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

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<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Provisions</th><th>New / Revised Provisions</th></tr>
<tr><td></td><td></td><td>…

Scheduled COD for overall Project: <u>18 Months</u> from Effective Date.</td><td>…

Scheduled COD for overall Project: <u>24 Months</u> from Effective Date.</td></tr>
<tr><td>3.</td><td>Format 1 of Annexure 8 of RFP</td><td>Format 1: Bidders' Undertakings
…..

1.

2.
…

8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi</td><td><u>18 Months</u></td><td>100%</td><td>Nil</td></tr>
</table></td><td>Format 1: Bidders' Undertakings
…..

1.

2.
…

8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi</td><td><u>24 Months</u></td><td>100%</td><td>Nil</td></tr>
</table></td></tr>
</table>

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Provisions</th><th>New / Revised Provisions</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td></td><td>(2000MW Capacity each)
…..</td><td></td><td></td><td></td></tr>
</table>
…

Scheduled COD for the Project: <u>18 Months</u> from Effective Date
</td><td>
<table>
<tr><td></td><td>(2000MW Capacity each)
…..</td><td></td><td></td><td></td></tr>
</table>
…

Scheduled COD for the Project: <u>24 Months</u> from Effective Date
</td></tr>
<tr><td>4.</td><td>Schedule: 2 of TSA</td><td>
<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)</td><td><u>18 Months</u> from Effective Date</td><td>100%</td><td>Nil</td></tr>
</table>
…

Scheduled COD for the Project is: <u>18 months</u> from Effective Date
</td><td>
<table>
<tr><th>S. No.</th><th>Name of the Transmission Element</th><th>Scheduled COD in months from Effective Date</th><th>Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project</th><th>Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element</th></tr>
<tr><td>1.</td><td>400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)</td><td><u>24 Months</u> from Effective Date</td><td>100%</td><td>Nil</td></tr>
</table>
…

Scheduled COD for the Project is: <u>24 months</u> from Effective Date
</td></tr>
</table>

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
5.	Clause 6.3.1 of TSA	6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s)…… a…….. b…….. c……. Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.	6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s)…… a…….. b…….. c……. Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred. **For the avoidance of doubt, it is specified that the charges payable under this Article 6.3.1 shall be paid by the Long Term Transmission Customer(s) in proportion to their then Allocated Project Capacity.**
6.	Clause 14.2.1 of TSA	(a) The TSP shall, subject to the Long Term Transmission System User's compliance with Article 14.2.1 (b), indemnify….. (b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the Long Term Transmission System Users shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission System Users of all actions taken in such proceedings or claims.	(a) The TSP shall, subject to the Long Term Transmission System User's compliance with Article 14.2.1 (b), indemnify….. (b)If any proceedings are brought or any claim is made against the Long Term Transmission System Users arising out of the matters referred to in Article 14.2.1(a), the **Lead** Long Term Transmission System User shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Long Term Transmission System Users of all actions taken in such proceedings or claims. (c) If the TSP fails to notify the **Lead** Long Term Transmission System User within twenty-eight (28) days after receipt of such notice from the

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		(c) If the TSP fails to notify the Long Term Transmission System Users within twenty-eight (28) days after receipt of such notice from the Long Term Transmission System Users under Article 14.2.1(b) above, …….	Long Term Transmission System Users under Article 14.2.1(b) above, …….
7.	Clause 14.2.2 of TSA	(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall …… (b) …….. (c) If the Lead Long Term Transmission System User fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission System Users. Unless the Long Term Transmission System Users has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim. (d) The TSP shall, at the **Lead** Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.	(a) The Long Term Transmission System Users, subject to the TSP's compliance with Article 14.2.2(b) shall …… (b) …….. (c) If the Lead Long Term Transmission System User fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission System Users. Unless the **Lead** Long Term Transmission System User has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim. (d) The TSP shall, at the Long Term Transmission System User's request, afford all available assistance to the Long Term Transmission System Users in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission System Users for all reasonable expenses incurred in so doing.
8.	Clause 18.1 of TSA	The Long Term Transmission System Users shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.	The **Lead** Long Term Transmission System User shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
9.	Clause 18.3 of TSA	The fee and charges of the Independent Engineer shall be paid by the Long Term Transmission System Users as per terms & conditions of appointment.	The fee and charges of the Independent Engineer shall be paid by the **Lead** Long Term Transmission System User as per terms & conditions of appointment.
10.	Clause 18.4.1 and 18.4.2 of TSA	18.4.1 The Long Term Transmission System Users may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer. 18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Long Term Transmission System User sand seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Long Term Transmission System Users shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Long Term Transmission System Users is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Long Term Transmission System Users shall appoint forthwith another Independent Engineer.	18.4.1 The **Lead** Long Term Transmission System User may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer. 18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the **Lead** Long Term Transmission System User sand seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the **Lead** Long Term Transmission System User shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of **Lead** Long Term Transmission System User is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the **Lead** Long Term Transmission System User shall appoint forthwith another Independent Engineer.
11.	Clause 18.5 and of TSA	The Long Term Transmission System Users shall require the Independent Engineer to designate and notify to the Long Term Transmission System Users up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.	The **Lead** Long Term Transmission System User shall require the Independent Engineer to designate and notify to the **Lead** Long Term Transmission System User up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
12.	Clause 19.1 of TSA	19.1.1 The Long Term Transmission System Users hereby appoint and authorise "**Lead LTTSU Name"** (hereinafter referred to as the "Lead Long Term Transmission System User") to represent all the Long Term Transmission System Users for discharging the rights and obligations of the Long……. 19.1.2 The Long Term Transmission System Users hereby also appoint and authorise "**2nd Lead LTTSU Name**" (hereinafter referred to as the "Alternate Lead Long Term Transmission System User"), to act as Lead Long Term Transmission System User as per the provisions of this Article 19.1.2, on the occurrence …. It is clarified that all decisions taken by the "**Lead LTTSU Name**" appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission System User before such change, shall continue to be valid, in accordance with this Agreement. 19.1.3 In the event of "**2nd Lead LTTSU Name**" becoming the Lead Long Term Transmission System User as per Article 19.1.2, all the Long Term Transmission System Users shall also appoint any of Long Term Transmission System Users, other than "**Lead LTTSU Name**", appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission System User and thereafter the provisions of Article 19.1.2 shall be applicable.	19.1.1 The Long Term Transmission System Users hereby appoint and authorise **"Maharashtra State Electricity Distribution Company Limited**" (hereinafter referred to as the "Lead Long Term Transmission System User") to represent all the Long Term Transmission System Users for discharging the rights and obligations of the Long……. 19.1.2 The Long Term Transmission System Users hereby also appoint and authorise "**Adani Electricity Mumbai Limited – Distribution**" (hereinafter referred to as the "Alternate Lead Long Term Transmission System User"), to act as Lead Long Term Transmission System User as per the provisions of this Article 19.1.2, on the occurrence …. It is clarified that all decisions taken by the "**Maharashtra State Electricity Distribution Company Limited**" appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission System User before such change, shall continue to be valid, in accordance with this Agreement. 19.1.3 In the event of "**Adani Electricity Mumbai Limited – Distribution**" becoming the Lead Long Term Transmission System User as per Article 19.1.2, all the Long Term Transmission System Users shall also appoint any of Long Term Transmission System Users, other than "**Maharashtra State Electricity Distribution Company Limited**", appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission System User and thereafter the provisions of Article 19.1.2 shall be applicable.
13.	Clause 19.2 of TSA	19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Long Term Transmission System Users would reserve the right to ascertain the equity holding	19.2.6 The TSP shall be responsible to report to Long Term Transmission System Users, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the **Lead** Long Term Transmission System User would reserve the right to ascertain the equity holding structure and

Amendment-III dated 10.05.2025 to the Request for Proposal Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process

Sl. No.	Clause No.	Existing Provisions	New / Revised Provisions
		structure and to call for all such required documents / information / clarifications as may be required	to call for all such required documents / information / clarifications as may be required

Amendment-VI dated 11.06.2025 to the Request for Proposal Documents for selection of bidder as Transmission Service Provider to establish transmission system for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing/New Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1.</td><td>2.7.1 of RFP</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1500 hours (IST) on <u>12.06.2025</u>. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1500 hours (IST) on <u>19.06.2025</u>. In addition to the online submission, the Bidder with lowest Final Offer will be required to submit original hard copies of Annexure 3, Annexure 4 (if applicable), Annexure 6 (if applicable) and Annexure 14 before issuance of LoI.</td></tr>
<tr><td>2.</td><td>2.7.2 of RFP</td><td>Important timelines are mentioned below:
<table>
<tr><th>Date</th><th>Event</th></tr>
<tr><td><u>12.06.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr>
<tr><td><u>12.06.2025</u></td><td>Opening of Technical Bid</td></tr>
<tr><td><u>20.06.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr>
<tr><td><u>23.06.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr>
<tr><td><u>24.06.2025</u></td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr>
<tr><td><u>27.06.2025</u></td><td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td></tr>
<tr><td><u>02.07.2025</u></td><td>Selection of Successful Bidder and issue of LOI</td></tr>
<tr><td><u>14.07.2025</u></td><td>Signing of RFP Project Documents and transfer of Jejuri Hinjewadi Power Transmission Limited</td></tr>
</table></td><td>Important timelines are mentioned below:
<table>
<tr><th>Date</th><th>Event</th></tr>
<tr><td><u>19.06.2025</u></td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr>
<tr><td><u>19.06.2025</u></td><td>Opening of Technical Bid</td></tr>
<tr><td><u>27.06.2025</u></td><td>Shortlisting and announcement of Qualified Bidders on bidding portal</td></tr>
<tr><td><u>30.06.2025</u></td><td>Opening of Financial Bid - Initial Offer</td></tr>
<tr><td><u>01.07.2025</u></td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr>
<tr><td><u>04.07.2025</u></td><td>Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer</td></tr>
<tr><td><u>09.07.2025</u></td><td>Selection of Successful Bidder and issue of LOI</td></tr>
<tr><td><u>21.07.2025</u></td><td>Signing of RFP Project Documents and transfer of Jejuri Hinjewadi Power Transmission Limited</td></tr>
</table></td></tr>
<tr><td>3.</td><td>2.13.1 of RFP</td><td>…….

Opening of Envelope (Technical Bid): 1530 hours (IST) on <u>12.06.2025</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on <u>23.06.2025</u> in the office of CEA.</td><td>…….

Opening of Envelope (Technical Bid): 1530 hours (IST) on <u>19.06.2025</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1530 hours (IST) on <u>30.06.2025</u> in the office of CEA.</td></tr>
</table>

REC Power Development and Consultancy Limited
(Formerly Known as REC Power Distribution Company Limited
A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power, Govt. of India)

REC Power Development

संदर्भ संख्या: RECPDCL/TBCB/JEJURI HINJEWADI/25-26/374 दिनांक: 13.05.2025

मेसर्स टाटा पावर कंपनी लिमिटेड
बी-12/13, द्वितीय तल, शताब्दी भवन,
सेक्टर-04, नोएडा, यूपी- 201301, भारत

सादर ध्यानाकर्षण: श्री रजत उप्रेती

विषय: Selection of Bidder as Transmission service Provider to establish Transmission system for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"- Issuance of **Tentative Acquisition Price regarding.**

महोदय,

This has reference to the RFP dated 13.03.2025 for selection of Transmission service Provider to establish Transmission system for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" (hereinafter referred to as "the Project') through tariff based competitive bidding process.

As per the requirement of Clause 1.5 of RFP, we would like to intimate you that the Tentative Acquisition Price payable by the Selected Bidder to the BPC for the acquisition of one hundred percent (100%) of the equity shareholding of "JEJURI HINJEWADI POWER TRANSMISSION LIMITED" along with all its related assets and liabilities is **Rs. 230.09 Lakhs (Rupees Two Crore Thirty Lakhs Nine Thousand Only)**. This Acquisition Price shall be subject to adjustment based on the audited accounts of "JEJURI HINJEWADI POWER TRANSMISSION LIMITED" as on the date of execution of the Share Purchase Agreement.

As per clause no. 3.5 of revised guidelines issued vide Gazette Notification dated 10.08.2021 for BPC (Bid Process Coordinator), price variation between Tentative Acquisition Price and the amount to be paid finally at the end of bidding process by selected bidder should not be more than 5%.

It is further to inform that "Change in Law" would not be applicable on account of Tentative Acquisition Price variation within above mentioned limit

It may please be noted that as on date, there are no contractual obligations undertaken by BPC on behalf "JEJURI HINJEWADI POWER TRANSMISSION LIMITED" Which are to be fulfilled by the TSP.

All other terms and conditions of the RFP remain the same.

धन्यवाद,

भवदीय,

13/05/25

अनिल कुमार पेराला
मुख्य प्रबंधक (तकनीकी)

ANNEXURE P/8

JEJURI HINJEWADI POWER TRANSMISSION LIMITED
(A wholly owned subsidiary of REC Power Development and Consultancy Limited)
Registered Office: Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003
Corporate Office: D-Block, REC World Headquarter,
Plot No. I-4, Sector-29, Gurugram, Haryana-122001
(U42202DL2025GOI445342)

Ref No.: Jejuri Hinjewadi-PTL/InSTS/Approval/Section-68/2025-26/351 Date: 09.05.2025

The Additional Chief Secretary (Energy),
Government of Maharashtra,
Industry, Energy, Labour and Mining Department,
Madam Cama Road, Hutatma Rajguru Chowk,
Mantralaya, Mumbai – 400032.

Sub: Regarding administrative approval for laying of overhead transmission lines under section 68 of the Electricity Act 2003 from the Government for the Maharashtra Transmission Company's proposed "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" to be implemented through Tariff Based Competitive Bidding process

Respected Madam,

The Government of Maharashtra vide its GO dated 12.02.2025 (enclosed at **Annexure-1**), has appointed REC Power Development and Consultancy Limited (RECPDCL), holding company of **JEJURI HINJEWADI POWER TRANSMISSION LIMITED,** as Bid Process Coordinator (BPC) for the purpose of selection of bidder as Transmission Service Provider (TSP) for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process. The scope of work covered under the project is as follows:

Sl. No.	Scope of the Transmission Scheme
1.	**400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)** • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS) • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)

Accordingly, as per provisions of Tariff Based Competitive Bidding guidelines notified by Ministry of Power, GoI, RECPDCL has initiated the single stage Request for Proposal (RFP) process on 13.03.2025 for selection of Bidder as Transmission Service Provider for above Transmission System. Further, as per provisions of guidelines, a project specific SPV under the Companies Act 2013 by the name **"JEJURI HINJEWADI POWER TRANSMISSION LIMITED"** has been incorporated (Copy of Certificate of Incorporation is enclosed at **Annexure 2**) to initiate the activities for development of the above project. The said company shall be acquired by the successful Bidder as per terms and condition as may be prescribed in the Request for Proposal Document.

As per clause 1.6.2.1 of the Section-1 of single stage Request for Proposal (RFP) document, the scope of Bid Process Coordinator inter-alia includes obtaining approval for laying of overhead transmission lines under section-68 of Electricity Act, 2003 from the appropriate Government. In the present case, the administrative approval has to be obtained from Government of Maharashtra.

Further, the selected bidder is free to choose the line route/ location of new S/s as per its own assessment and provisions of RFP document.

In view of above, it is requested that approval for laying of overhead transmission line under Section-68 of Electricity Act, 2003 may kindly be accorded for the above Transmission System

in favour of the SPV i e . "JEJURI HINJEWADI POWER TRANSMISSION LIMITED" Also, in case of any further clarification, RECPDCL and its representative is authorized to communicate on behalf of JEJURI HINJEWADI POWER TRANSMISSION LIMITED.

Thanking you.

Yours faithfully,

09-5-25

(Mukul Agarwal)
Director - JEJURI HINJEWADI POWER TRANSMISSION LIMITED

Encl.: As above

Copy to:

1. The Chief Engineer (STU), 4th Floor, 'A' Wing Prakashganga, MSETCL, Plot C-19, E-block, BKC, Bandra (E), Mumbai – 400051.

REC Power Development and Consultancy Limited
(Formerly known as REC Power Distribution Company Limited,
A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power, Govt. of India)

REC Power Development

संदर्भ संख्या: RECPDCL/TBCB/ Jejuri-Hinjewadi/25-26/931 दिनांक: 03.07.2025

मेसर्स टाटा पावर कंपनी लिमिटेड
बी-12/13, द्वितीय तल, शताब्दी भवन,
सेक्टर-04, नोएडा, यूपी - 201301

सादर ध्यानाकर्षण: श्री रजत उप्रेती

विषय: RFP dated 13.03.2025 for Selection of Transmission Service Provider to establish "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding process.

महोदय,

We are in the process of evaluating your response to RFP document. To proceed further we request you to provide the documents, clarification etc. as mentioned in the enclosed **Annexure 1.**

It is to mention that the clarification on the response to RFP document should be uploaded on the MSTC portal latest by 10.07.2025, 15:00 Hrs (IST), for its consideration. Further, physical submission in this regard shall not be entertained.

Any documents, clarification etc. provided in response to this letter shall be binding and shall be read as part of the bidder responses to RFP.

धन्यवाद,

भवदीय,

03/07/25

अनिल कुमार पेराला
मुख्य प्रबंधक (तकनीकी)

Sr. No.	Details Required as per Format	Key Findings	Clarification Required
1.	**Annexure-7D (Additional Information for verification of Financial and Technical Capabilities of Bidders)**	1. The Certificate w.r.t. commissioning/ completion in support of Projects namely, Loharki 150 MW has been issued by The Tata Power Company Limited, however, being Build Own Operate Projects, the said Projects were taken up by Tata Power Renewable Energy Limited and these entities must have owned the said Projects. 2. In Annexure-7B and 7D, the name of the Project is mentioned as "150 MW Solar Plant at Loharki in Rajasthan", however, in the Commissioning Certificate, the name is mentioned as "Unit-II from 300 MW TPREL Chhayan Solar PV Generation Station, located at Village Chhayan, Tehsil Pokhran".	1. Bidder is required to clarify and submit the certificates of final acceptance and/or certificates of good operating performance duly issued by respective owners of the project. 2. Bidder is required to furnish the supporting documents, substantiating that these are the same projects and the name of the Project as mentioned in 7B and 7D and commissioning certificate are same Projects.

Ref: T&D/BD/DOM/FY26/RECPDCL/Jejuri-Hinjewadi/045 **Date: July 07, 2025**

To,
Chief Executive Officer,
REC Power Development and Consultancy Limited (A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter, D Block, Plot No. I – 4, Sec – 29 Gurugram – 122 001

Subject: Furnishing Clarifications in response to the BPC's observations pertaining to Transmission System for Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads through Tariff Based Competitive Bidding

Dear Sir,

This is with reference to BPC's **Letter Ref. No. RECPDCL/TBCB/ Jejuri-Hinjewadi /25-26/931** dated 03.07.2025, stating its observations on the technical proposal submitted by **"The Tata Power Company Limited"** for the subject transmission scheme.

The point wise response to the queries raised in the above letter is given below:

S.No.	Bid Format Annexure	BPC's key findings and Clarification required	Clarifications submitted by The Tata Power Company Limited (Bidder)
1	**Annexure 7D** - Additional information for verification of financial and technical Capabilities of bidders	1. The Certificate w.r.t commissioning/ completion in support of Projects namely, Loharki 150 MW have been issued by The Tata Power Company Limited, however, being Build Own Operate Projects, the said Projects were taken up by Tata Power Renewable Energy Limited and these entities must have owned the said Projects. 2. In Annexure – 7B and 7D, the name of the Project is mentioned as "150 MW Solar Plant at Loharki in Rajasthan", however, in the commissioning certificate, the name is mentioned as "Unit-II from 300 MW TPREL Chhayan Solar PV Generation Station, located at Village Chhayan, Tehsil Pokhran". **Clarification required:** **1.** Bidder is required to clarify and submit the certificates of final acceptance and/or certificates of good operating performance duly issued by respective owners of the project. **2.** Bidder is required to furnish the supporting documents, substantiating that these are the same projects and the name of the project as mentioned in 7B and 7D and commissioning certificate are the same projects.	1. Although the TEE (TPREL) has developed the projects under BOO mode, the procurer of power generated from the Loharki project is The Tata Power Company Limited. Hence, the commissioning certificates have been issued by the beneficiary / power procurer to the respective developers. As additional documentary evidence, PPAs signed between the aforementioned entities has been submitted as **Annexure – A** 2. The issue of mismatch in names of the project has been duly addressed in the documents attached in **Annexure - B**. As per the attached approval for energisation of 150 MW project (75 MW + 75 MW) granted by Chief Electrical Inspector, CEA, it can be clearly understood that the project name is referred to as TPREL 150 MW TPCD Loharki - Phase II, while the location of installation is Village Chhayan.

We welcome any further queries from your end.

Thanking you and assuring our best services always.

Yours sincerely,

The Tata Power Company Ltd. TATA

Piyush Kumar
Authorized Signatory

TATA POWER
The Tata Power Company Limited
"Shatabdi Bhawan", B-12&13, Sector-4 Noida 201 301 (U.P.)
Tel.: 91 120 610 2000
Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001
Website : www.tatapower.com Email : tatapower@tatapower.com
CIN : L28920MH1919PLC000567

Annexure-A
7D documentary evidences

Date: 23-06-2021
PSCC / TPREL / 2021 / 279

Part Commissioning Certificate
(75 MW out of 150 MW)
of
Solar PV Power Project

This is to certify that M/s Tata Power Renewable Energy Limited having its registered office at Corporate Centre, 34, Sant Tukaram Road, Carnac Bunder, Mumbai 400009 has successfully commissioned 75 MW out of total 150 MW of Unit II from 300 MW TPREL Chhayan Solar PV Generation Station, located at village Chhayan, Tehsil Pokhran, District Jaisalmer, Rajasthan on 23.06.2021.

The Commissioning Certificate has been issued on the basis of the following documents,

i. Installation Report of 220/33kV Switchyard and 75MW plant.
ii. Connection Agreement executed with CTU and PGCIL.
iii. CEIG (CEA) Approval.
iv. MRI Record.
v. First time charging approval issued by NRLDC.

For The Tata Power Company Limited,

Name: Devanand Pallikuth
Designation: Head -PSCC

TATA POWER MUMBAI DISCOM

The Tata Power Company Ltd. TATA

Date: 20.08.2021
PSCC/TPREL/2021/374

Full Commissioning Certificate
of
150MW Solar PV Power Project

This is to certify that M/s Tata Power Renewable Energy Limited (TPREL) having its registered office at Corporate Centre, 34, Sant Tukaram Road, Carnac Bunder, Mumbai 400009 has successfully commissioned balance 75 MW of total 150 MW of Project II from 300 MW TPREL Chhayan Solar PV generation station located at village Chhayan, Tehsil Pokhran, District Jaisalmer, Rajasthan on 20.08.2021.

With this M/s TPREL has fully commissioned 150 MW capacity of project II from 300 MW TPREL Chhayan Solar PV generation station.

The Commissioning Certificate has been issued on the basis of the following documents

i. Installation Report including snapshots of the project from various angle
ii. CEIG (CEA) Approval
iii. Connection Agreement executed with CTU and PGCIL
iv. MRI Record
v. First time charging approval issued by NRLDC

For The Tata Power Company Limited

Devanand Pallikuth
Head - PSCC

The Tata Power Company Ltd. TATA

The Tata Power Company Limited
Power System Control Center Trombay Thermal Power Station Mahul Road Chembur Mumbai 400 074
Tel 91 22 25543331 Fax 91 22 6717 5385
Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001
CIN L28920MH1919PLC000567 Website www.tatapower.com Email: tatapower@tatapower.com

Power Purchase Agreement (PPA)

FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION) FROM 150 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS

The Tata Power Company Ltd TATA

THE TATA POWER CO. LTD. MUMBAI

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प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८०००००३
27 DEC 2019
सक्षम अधिकारी

This Power Purchase Agreement is made and entered into at Mumbai on this 3rd day of January 2020 between M/s Tata Power Renewable Energy Limited Company having its registered office at C/o The Tata Power Company Limited, Corporate Centre, A Block, 34 Sant Tukaram Road, Carnac Bunder, Mumbai 400009 India (hereinafter referred to as "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.

AND

The Tata Power Company Limited, a company formed under the provisions of the Indian Companies Act (VII of 1913); having its registered office at "Bombay House" 24, Homi Mody Street, Mumbai 400 001, (hereinafter referred to individually, as "Tata Power" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.

The Tata Power Company Ltd. TATA

WHEREAS Tata Power has a license to operate and maintain a distribution system and supply electric energy to the consumers of Mumbai area as enumerated in Maharashtra Electricity Regulatory Commission (MERC) Specific conditions of Distribution License applicable to The Tata Power Company Limited Regulations, 2008. Tata Power carries out the distribution business in Mumbai through its division, Tata Power-Distribution (Tata Power-D) hereinafter referred to as "Tata Power-D" or "Power Procurer".

WHEREAS Tata Power - D vide RfS No. PM/Tata Power - D/150 MW Solar/FY20/15 dated 21/08/2019 has issued tender for procurement of up to 150 MW power from Solar Power Projects through Competitive Bidding (followed by reverse auction) and the Power Producer has been declared Successful Bidder pursuant to Letter of Award (LoA) dated 31st October 2019 for development of Solar Power Project of 150 MW capacity located at Village: Chhayan, Taluka: Pokhran, District: Jaisalmer State: Rajasthan and sale of entire of electrical energy, so produced, for commercial purposes from such Power Plant to Tata Power - D.

AND, WHEREAS the Power Producer has furnished Performance Bank Guarantee no 0393BGR0188020 dated 01/01/2020 amounting to Rs 300000000.00 (Calculated at INR 20 Lakh per MW) as per the RfS No. PM/Tata Power - D/150 MW Solar/FY20/15 No dated 21/08/2019.

AND, WHEREAS the Power Producer desires to set-up/has set up Solar Energy based Power Plant of 150 MW capacity at Village: Chhayan, Taluka: Pokhran, District: Jaisalmer State: Rajasthan.

AND, WHEREAS the power producer has taken responsibility to set up requisite power injection system into Tata Power-D interconnection with STU system.

AND, WHEREAS the Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by the Power Producer to Tata Power - D.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE TATA POWER COMPANY LIMITED AND THE POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

Annexure-B
CEA CEIG Final approvals for Loharki

भारत सरकार
Government of India
विद्युत मंत्रालय/Ministry of Power
केंद्रीय विद्युत प्राधिकरण/Central Electricity Authority
मुख्य विद्युत निरीक्षणालय प्रभाग/Chief Electrical Inspectorate Division
१८-ए, शहीद जीत सिंह मार्ग, कटवारिया सराय, नई दिल्ली-११००१६
18-A, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi-110016

संख्या : **CEI/1/EI/RIO(N)/INSP/2021/** 417 **Dated: 29.07.2021**

Approval for Energisation

[Under Regulation 43 of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended)]

Details: - List of Equipment is given as per Annexure-I.
Inspected by: - Chief Electrical Inspector, CEA.
Location: Tata Power Renewable Energy Limited -150MW Solar Power Plant Phase-II , Chhayan Village , Pokharan , Jaisalmer
Reference: - 1. Your Online Application No-A/2021/07899 dated 11.04.2021. 2. Our Letter no. CEI/1/EI/RIO(N)/INSP/2021/257 dated:19.04.2021 (Provisional Approval). 3. Your Compliance report: TPREL/75MW_Phase II/Observation/07/2021 dated:22.07.2021 in respect of observation made during inspection on 18.07.2021.

With reference to the above, approval under regulation 43 of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended) is hereby accorded for energisation of electrical installations of M/s Tata Power Renewable Energy Limited -75 MW of 150MW Solar Power Plant Phase-II as per details given above.

The consistent compliance of relevant provisions of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended) shall be ensured for safety in operation and maintenance of the above electrical installation.

Periodical inspection of the above electrical installation shall be **due after 02 years** from the date of this inspection i.e. 18.07.2021 under regulation 30 of CEA (Measures relating to safety and Electric Supply) Regulations, 2010 (as amended). This periodicity is subject to change by Government notification.

रवीन्द्र गुप्ता
29/7/21
(Ravinder Gupta)
Chief Electrical Inspector
to the Government of India

To: -
Shri Birendra Prakash Tiwari ,Tata Power Renewable Energy Limited, 150MW TPCD Power Project (PhaseII) Chhayan Village , Pokharan , Jaisalmer

Copy for kind information to: - Director, RIO (N), CEA, New Delhi.

The Tata Power Company Ltd. TATA

M/s.Tata Power Renewable Energy Limited (TPREL 150MW TPCD Luharki)-PhaseII

Equipments installed at 75MW Solar Power Plant out of 150 MW Capacity @220/33KV Switchyard , Village Chhayan, Pokharan, Jaisalmer , Rajasthan

S No	Equipment	Equipment Sr No	Voltage Rating/ current rating Ratio	Capacity Amp/MW/KVA	Cable Size	Equipment Make
1	MCR					
	HT Panel O/g Trafo Feeder 1	1VYN0103200007??	33KV	2000A,25KA/3SEC	1CX500 Sqmm AL XLPE	ABB
	HT Panel I/c-1	1VYN0103200007	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c-3	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c-4	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c-5	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c-6	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel O/g Aux Transformer	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel Bus Coupler	1VYN0103200007??	33KV	2000A,25KA/3SEC	Not applicable	ABB
	HT Panel I/c-7	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c 8	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c-9	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c 10	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c-11	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel I/c-12	1VYN0103200007??	33KV	1250A,25KA/3SEC	3CX300 Sqmm AL XLPE	ABB
	HT Panel O/g Trafo Feeder 2	1VYN0103200007??	33KV	2000A,25KA/3SEC	1CX500 Sqmm AL XLPE	ABB
3	CURRENT TRANSFORMER					
		Protection				
	R phase	2120573	245KV	1600/800 1-1 1-1 1 A		ABB
	Y Phase	2120574	245KV	1600/800 1-1 1-1-1 A		ABB
	B Phase	2120575	245KV	1600/800 1-1-1-1-1 A		ABB
	R phase	2120576	245KV	1600/800 1-1-1-1 1 A		ABB
	Y Phase	2120577	245KV	1600/800 1-1-1-1 1 A		ABB
	B Phase	2120578	245KV	1600/800 1 1-1-1-1 A		ABB
		Metering				
	R phase	2120579	245KV	600/300 1-1A 20VA 0.2S		ABB
	Y Phase	2120580	245KV	600/300 1 1A 20VA 0.2S		ABB
	B Phase	2120581	245KV	600/300 1-1A 20VA 0.2S		ABB
	R phase	2120582	245KV	600/300 1-1A 20VA 0.2S		ABB
	Y Phase	2120583	245KV	600/300 1-1A 20VA 0.2S		ABB
	B Phase	2120584	245KV	600/300 1-1A 20VA 0.2S		ABB
4	MCR Aux Transformer	PM/01688	33/ 433KV	100kVA	3CX300 Sqmm AL XLPE	IPL product
5	Power Transformer					
	Power Transformer 1	PM040007??	220/33KV	75/90 MVA	1CX500 Sqmm AL XLPE	T&R
	Power Transformer 2	PM040007?	220/33KV	75/90 MVA	1CX500 Sqmm AL XLPE	T&R

The Tata Power Company Ltd.

TATA POWER RENEWABLE ENERGY LIMITED

6	CIRCUIT BREAKER					
	R Phase	5000042[illegible] A	1 pole	245kV, 1250A, 40kA/1 sec		ABB
	Y Phase	5000042[illegible]5				ABB
	B Phase	5000042[illegible]				ABB
	R phase	5000042[illegible]6	1 pole			ABB
	Y Phase	5000042[illegible]8				ABB
	B Phase	5000042[illegible]c				ABB
8	ISOLATOR WITHOUT E/S Tandem					
	420218610[illegible]20 001/MM1			245kV, 1250A, 40kA/1 sec		ABB
	420218610[illegible]20 002/MM1					ABB
	420218610[illegible]20 002/MM1					ABB
9	ISOLATOR WITH ONE E/S					
	420218610[illegible]20 001/MM1	420218610[illegible]20 002/EH2				ABB
	420218610[illegible]20 001/MM1	420218610[illegible]20 001/EH1				ABB
	420218610[illegible]20 001/MM1	420218610[illegible]20 001/EH1				ABB
10	ISOLATOR WITH TWO E/S					
	420218610[illegible]20 002/MM1	420218610[illegible]20 001/EH1	420218610[illegible]20 002/EH1			ABB
	420218610[illegible]20 002/MM1	420218610[illegible]20 002/EH1	420218610[illegible]20 001/EH2			ABB
11	EMV					
		Metering				
	R phase	OP 1055271/1/20	220kV/v3/110/v3/110/v3	50VA 0.2 50VA 0.2		Mehru
	Y Phase	OP 1055271/2/20	220kV/v3/110/v3/110/v3	50VA 0.2 50VA 0.2		Mehru
	B Phase	OP 1055271/3/20	220kV/v3/110/v3/110/v3	50VA 0.2 50VA 0.2		Mehru
	R phase	OP 1055271/4/20	220kV/v3/110/v3/110/v3	50VA 0.2 50VA 0.2		Mehru
	Y Phase	OP 1055271/5/20	220kV/v3/110/v3/110/v3	50VA 0.2 50VA 0.2		Mehru
	B Phase	OP 1055271/6/20	220kV/v3/110/v3/110/v3	50VA 0.2 50VA 0.2		Mehru
12	LIGHTNING ARRESTER					
	R phase	5[illegible]6[illegible]				Lamco industries
	Y Phase	5[illegible]8[illegible]				Lamco industries
	B Phase	5[illegible]0[illegible]				Lamco industries
	R phase	5[illegible]2[illegible]				Lamco industries
	Y phase	5[illegible]4[illegible]				Lamco industries
	B phase	5[illegible]6[illegible]				Lamco industries
17	TRAFO1 CRP (Bay 03)	20200015[illegible]	20200015[illegible]			AHR
18	TRAFO2 CRP (Bay 04)	20200015[illegible]	20200015[illegible]			ABB
22	ICR-1					
	Inverter Duty Transformer	1006/005	33kV	12.5MVA	[illegible]	DAPAV
	Inverter A	A20030421[illegible]	690V	2.125MW	[illegible]	Siemens
	Inverter B	A20030421[illegible]	690V	2.125MW	[illegible]	Siemens

जितेन्द्र गुप्ता
29/7/24

	Inverter-C	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-D	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	I/c & OG Panel No. (ICOG)	2006[illegible]	33KV, 250/1A CL 5P	33KV	3CX300 Sqmm Al XLPE	Technocraft
23	ICR 2					
	Inverter Duty Transformer	[illegible]	33KV	12.5MVA	3CX300 Sqmm Al XLPE	DANISH
	Inverter-A	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-B	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-C	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-D	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	I/c & OG Panel No. (ICOG)	[illegible]	33KV 250/1A CL 5P	33KV	3CX300 Sqmm Al XLPE	Technocraft
24	ICR 3					
	Inverter Duty Transformer	[illegible]	33KV	12.5MVA	3CX300 Sqmm Al XLPE	DANISH
	Inverter-A	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-B	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-C	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-D	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	I/c & OG Panel No. (ICOG)	2006[illegible]	33KV 250/1A CL 5P	33KV	3CX300 Sqmm Al XLPE	Technocraft
25	ICR 4					
	Inverter Duty Transformer	[illegible]	33KV	12.5MVA	3CX300 Sqmm Al XLPE	DANISH
	Inverter-A	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-B	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-C	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-D	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	I/c & OG Panel No. (ICOG)	2006[illegible]	33KV 250/1A CL 5P	33KV	3CX300 Sqmm Al XLPE	Technocraft
26	ICR 7					
	Inverter Duty Transformer	[illegible]	33KV	12.5MVA	3CX300 Sqmm Al XLPE	DANISH
	Inverter-A	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-B	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-C	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-D	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	I/c & OG Panel No. (ICOG)	2006[illegible]	33KV 250/1A CL 5P	33KV	3CX300 Sqmm Al XLPE	Technocraft
31	ICR 10					
	Inverter Duty Transformer	[illegible]	33KV	12.5MVA	3CX300 Sqmm Al XLPE	DANISH
	Inverter-A	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-B	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-C	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	Inverter-D	A20[illegible]	600V	3.125MW	1CX400 Sqmm Al	Sungrow
	I/c & OG Panel No. (ICOG)	2006[illegible]	33KV 250/1A CL 5P	33KV	3CX300 Sqmm Al XLPE	Technocraft
37	PV Module Details					
	Module Make	Wp	Number of Modules		MWp	
	[illegible]	[illegible]	[illegible]		0.85	

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29/7/21

	Inverter	335	75060	25.15
	Inverter	340	20880	7.10
	HT SAAL	330	14220	4.69
	HT SAAL	335	73080	24.48
	ZNSHINE	330	69360	22.89
	ZNSHINE	335	60420	20.24
	ZNSHINE	360	13680	4.51
	TOTAL		327750	109.41

रवीन्द्र गुप्ता
३१/१/२४

भारत सरकार
Government of India
विद्युत मंत्रालय/Ministry of Power
केंद्रीय विद्युत प्राधिकरण/Central Electricity Authority
मुख्य विद्युत निरीक्षणालय प्रभाग/Chief Electrical Inspectorate Division
१८-ए, शहीद जीत सिंह मार्ग, कटवारिया सराय, नई दिल्ली-११००१६
18-A, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi-110016

संख्या : CEI/1/EI/RIO(N)/INSP/2021/426 Dated: 30.07.2021

Approval for Energisation

[Under Regulation 43 of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended)]

Details - List of Equipment is given as per Annexure-I

Inspected by - Chief Electrical Inspector, CEA.

Location Tata Power Renewable Energy Limited, 150MW TPCD Power Project (Phase II) Chhayan Village , Pokharan , Jaisalmer

Reference -

1 Your Online Application No-A/2021/08148 dated 26.06.2021.

2. Our Letter no. CEI/1/EI/RIO(N)/INSP/2021/426 dated:30.07.2021 (Inspection report)

3 Your Compliance vide no. TPREL/Phase II-75MW/Compliance/07/2021 dated 30.07.2021

With reference to the above approval under regulation 43 of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended) is hereby accorded for energisation of electrical installations of M/s. Tata Power Renewable Energy Limited (75 MW Solar Power Plant Balance of 150MW Capacity) as per details given above.

The consistent compliance of relevant provisions of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended) shall be ensured for safety in operation and maintenance of the above electrical installation

Periodical inspection of the above electrical installation shall be due after 02 years from the date of this inspection i.e 18.07.2021 under regulation 30 of CEA (Measures relating to safety and Electric Supply) Regulations, 2010 (as amended). This periodicity is subject to change by Government notification

रवीन्द्र गुप्ता 30/07/21

(Ravinder Gupta)
Chief Electrical Inspector
to the Government of India

To: -
Shri Birendra Prakash Tiwari, Tata Power Renewable Energy Limited, 150MW TPCD Power Project (Phase II) Chhayan Village , Pokharan , Jaisalmer

Copy for kind Information to: - Director, RIO (N), CEA, New Delhi

The Tata Power Company Ltd. TATA

ANNEXURE-I

M/s.Tata Power Renewable Energy Limited (TPREL 150MW TPCD Loharki -Phase II)

Equipments Installed at 75MW Solar Power Plant Balance of 150MW Capacity , Village Chhayan, Pokhran, Jaisalmer , Rajasthan

S.No	Equipment	Equipment SL.No	Voltage Rating/ current rating,Ratio	Capacity Amp/KW/KVA	Cable Size	Equipment Make
1	ICR-5					
	Inverter Duty Transformer	19068002	33KV	12.5MVA	3CX300 Sqmm AL XLPE	DANISH
	Inverter-A	A20C1004579	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-B	A20C1004577	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-C	A20C1004570	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-D	A20C1004564	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	I/c & OG Panel No. (ICOG)	2006312600/03	33KV, 250/1A, CL- 5P	33KV	3CX300 Sqmm AL XLPE	Technocraft
2	ICR-6					
	Inverter Duty Transformer	19068008	33KV	12.5MVA	3CX300 Sqmm AL XLPE	DANISH
	Inverter-A	A20C1004574	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-B	A20B2501866	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-C	A20C1004566	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-D	A20C1004580	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	I/c & OG Panel No. (ICOG)	2006312600/02	33KV, 250/1A, CL- 5P	33KV	3CX300 Sqmm AL XLPE	Technocraft
3	ICR-8					
	Inverter Duty Transformer	19068011	33KV	12.5MVA	3CX300 Sqmm AL XLPE	DANISH
	Inverter-A	A20C1004576	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-B	A20B2501867	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-C	A20C1004569	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-D	A20C1004572	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	I/c & OG Panel No. (ICOG)	2006312600/01	33KV, 250/1A, CL- 5P	33KV	3CX300 Sqmm AL XLPE	Technocraft
4	ICR-9					
	Inverter Duty Transformer	19068010	33KV	12.5MVA	3CX300 Sqmm AL XLPE	DANISH
	Inverter-A	A20B2501877	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-B	A20C1004563	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-C	A20C1004562	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-D	A20B2501873	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	I/c & OG Panel No. (ICOG)	2006312600/05	33KV, 250/1A, CL- 5P	33KV	3CX300 Sqmm AL XLPE	Technocraft
5	ICR-11					
	Inverter Duty Transformer	19068006	33KV	12.5MVA	3CX300 Sqmm AL XLPE	DANISH
	Inverter-A	A20B2501876	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-B	A20B2501872	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-C	A20B2501860	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-D	A20B2501871	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	I/c & OG Panel No. (ICOG)	2006312600/11	33KV, 250/1A, CL- 5P	33KV	3CX300 Sqmm AL XLPE	Technocraft

30/07/21

6	ICR-12					
	Inverter Duty Transformer	19068003	33KV	12.5MVA	3CX300 Sqmm AL XLPE	DANISH
	Inverter-A	A20B2501869	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-B	A20B2501882	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-C	A20B2501878	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	Inverter-D	A20B2501874	600V	3.125MW	1CX400 Sqmm AL	Sungrow
	I/c & OG Panel No. (ICOG)	2006312600/12	33KV, 250/1A, CL- 5P	33KV	3CX300 Sqmm AL XLPE	Technocraft
7	PV Module Details					
	Module Make	Wp	Number of Modules	MWp		
	Jinergy	330	10500	3.47		
	Jinergy	335	75060	25.15		
	Jinergy	340	20880	7.10		
	HT SAAE	330	14220	4.69		
	HT SAAE	335	73080	24.48		
	ZNSHINE	330	69360	22.89		
	ZNSHINE	335	60420	20.24		
	ZNSHINE	330	13680	4.51		
	TOTAL		337200	112.53		

3

नवीन्द्र गुप्ता
30/07/21

531

REC Power Development and Consultancy Limited
(Formerly Known as REC Power Distribution Company Limited
A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power. Govt. of India)

REC Power Development

संदर्भ संख्या: आरईसीपीडीसीएल/टीबीसीबी/Jejuri-Hinjewadi/2025-26/1103 **दिनांक**: 19.07.2025

मेसर्स टाटा पावर कंपनी लिमिटेड
बी-12/13, द्वितीय तल, शताब्दी भवन,
सेक्टर-04, नोएडा, यूपी – 201301

M/s Tata Power Company Limited
B-12/13, 2nd Floor, Shatabdi Bhawan,
Sector-04, Noida, UP - 201301

(सादर ध्यानाकर्षण: श्री रजत उप्रेती)

विषय: RFP dated 13.03.2025 for selection of Bidder as Transmission Service Provider for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads through Tariff Based Competitive Bidding process.

महोदय,

With reference to the response to the subject RFP submitted by you, we are pleased to inform that pursuant to our evaluation, your response fulfills the qualification requirements as stipulated in the RFP. Accordingly, as per Clause 3.2 to 3.4 you have been declared as "Qualified Bidder".

We look forward for your participation.

धन्यवाद।

भवदीय,

(विजय कुलकर्णी)
वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (इंजी.)

REC Power Development and Consultancy Limited
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under Ministry of Power. Govt. of India)

REC Power Development

संदर्भ संख्या: आरईसीपीडीसीएल/टीबीसीबी/Jejuri-Hinjewadi/2025-26/1109 Date: 21.07.2025

मेसर्स टाटा पावर कंपनी लिमिटेड
बी-12/13, द्वितीय तल, शताब्दी भवन,
सेक्टर-04, नोएडा, यूपी – 201301

M/s Tata Power Company Limited
B-12/13, 2nd Floor, Shatabdi Bhawan,
Sector-04, Noida, UP - 201301

(सादर ध्यानाकर्षण: श्री रजत उप्रेती)

विषय: Selection of Bidder as Transmission Service Provider for **"Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"** through Tariff Based Competitive Bidding process - **Start of e-Reverse Auction**.

महोदय,

This has reference to the response to RFP submitted by you in respect to the subject cited transmission project.

In this regard, it is to inform you that you are qualified to participate in next stage of bidding i.e., e-Reverse Auction. Please note that e-RA will start from 10:00 Hrs. (IST) on **22.07.2025 (Tuesday)** and the lowest Initial Offer for start of e-RA is **Rs. 1654.40 Million**.

In case of any issues during the e-RA process you are requested to contact RECPDCL @ +91 7389907977, +91 8536909089 and tbcb@recpdcl.in.

धन्यवाद।

भवदीय,

(विजय कुलकर्णी)
वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (इंजी.)

REC Power Development and Consultancy Limited
(Formerly Known as REC Power Distribution Company Limited
A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power. Govt. of India)

REC Power Development

संदर्भ संख्या: आरईसीपीडीसीएल/टीबीसीबी/Jejuri Hinjewadi/2025-26/1171 दिनांक: 23.07.2025

मेसर्स टाटा पावर कंपनी लिमिटेड
बी-12/13, द्वितीय तल, शताब्दी भवन,
सेक्टर-04, नोएडा, यूपी – 201301

M/s Tata Power Company Limited
B-12/13, 2nd Floor, Shatabdi Bhawan,
Sector-04, Noida, UP - 201301

(सादर ध्यानाकर्षण: श्री रजत उप्रेती)

विषय: Selection of Bidder as Transmission Service Provider for **"Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"** through Tariff based competitive bidding process - **Submission of Original Documents.**

महोदय,

This has reference to the response to RFP submitted by you in respect to the subject cited transmission project and subsequent e-reverse auction concluded on 22.07.2025.

In this regard, as per provisions of Clause 2.5.2 of RFP Document, you are requested to submit original hard copies of Annexure 3 and Annexure 14 on or before 25.07.2025 (Friday) within office hours (0930 Hrs (IST) to 1800 Hrs (IST)) for its further evaluation.

धन्यवाद।

भवदीय,

23/7

(विजय कुलकर्णी)
वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (इंजी.)

ANNEXURE P/14

Date: 13.10.2025

CERTIFICATE BY BID EVALUATION COMMITTEE

Subject: **Selection of Successful Bidder as Transmission Service Provider through Tariff Based Competitive Bidding Process for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"**

It is certified that:

a. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 as amended from time to time.

b. M/s The Tata Power Company Limited, with the lowest annual transmission charges of Rs. 1,557.80 million, emerged as the successful Bidder after the conclusion of electronic reverse auction.

c. The transmission charges of Rs. 1,557.80 million discovered after electronic reverse auction is acceptable.

(Peeyush Sharma)
Chief Engineer, STU,
MSETCL
Chairman, BEC

(S. M. Aimol)
Director (PSPM), CEA
Member, BEC

(Girish Pantoji)
Chief Engineer (In-Charge),
MSLDC
Member, BEC

(Sandeep Patil)
Chief Engineer (Power
Purchase), MSEDCL,
Member, BEC

(Anil Nagendra Kalekar)
CGM (F&A-CA), MSEDCL,
Member, BEC

(Mukul Agarwal)
Chairman – SPV
Convener – Member, BEC

REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power, Govt. of India)

Ref. No.: RECPDCL/TBCB/Jejuri-Hinjewadi/2025-26/4076 Date: 10.12.2025

ORIGINAL

M/s The Tata Power Company Limited
B-12/13, 2nd Floor, Shatabdi Bhawan,
Sector-04, Noida, UP – 201301

Kind Attention: Sh. Rajat Uprety, Lead – BD Manager

Subject: "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding (TBCB) Process – **Letter of Intent.**

Dear Sir,

We refer to:

1. The Request for Proposal (RfP) dated 13.03.2025 comprising RfP, Draft Transmission Service Agreement, Share Purchase Agreement and Survey Report dated 04.04.2025 issued to M/s The Tata Power Company Limited, as regards participation in the Global Invitation for Bids for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding (TBCB) Process including all correspondence/clarifications/ amendments/errata/corrigendum issued by REC Power Development and Consultancy Limited in regard thereto (hereinafter collectively referred to as the 'Final RFP') till the submission Bid Deadline and as listed below:

   (i) Amendment-I dated 03.04.2025,
   (ii) Amendment-II and Clarifications dated 05.05.2025,
   (iii) Amendment-III dated 10.05.2025,
   (iv) Amendment-IV and dated 14.05.2025,
   (v) Additional Clarifications dated 28.05.2025,
   (vi) Amendment-V dated 29.05.2025,
   (vii) Amendment-VI dated 11.06.2025,

2. The offer of M/s The Tata Power Company Limited by way of a Technical Bid pursuant to (1) above submitted on 19.06.2025 in response to the Final RFP.

3. The Initial Price Offer of M/s The Tata Power Company Limited as submitted on 19.06.2025 in response to the Final RFP.

4. The final offer of M/s The Tata Power Company Limited, discovered during e-Reverse Auction, conducted on 22.07.2025 in response to the Final RFP.

5. The Technical Bid as in (2) above, the Initial Price Offer as in (3) above and the Final Offer as in (4) above hereinafter collectively referred to as the 'Bid'.

We are pleased to inform you that your proposal and offer received by way of the 'Bid' has been accepted and M/s The Tata Power Company Limited is here by declared as Successful Bidder as per clause 3.6.1 of the Final RFP for the above project and consequently, this Letter of Intent (hereinafter referred to as the 'LoI') is being issued in 2 copies, One original plus One copy.

This LoI is based on the Final RFP and is further contingent upon you satisfying the following conditions:

(a) Acknowledging its issuance and unconditionally accepting its contents and recording 'Accepted unconditionally' under the signature and stamp of your authorized signatory on each page of the

REC Power Development and Consultancy Limited Gurugram

duplicate copy of this letter attached herewith and returning the same to REC Power Development and Consultancy Limited within 7 (Seven) days from the date of issuance of LoI.

(b) Completion of various activities as stipulated in the RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP within the timelines as prescribed therein.

(c) Provide the Contract Performance Guarantee of Rs. 12.00 Crore (Rupees Twelve Crore Only) within 10 (Ten) days from issue of this LoI, in favour of the Long-Term Transmission System User(s), as per the provisions of Clause 2.12.

It may be noted that REC Power Development and Consultancy Limited has the rights available to them under the Final RFP, including rights under clause 2.15.5 and 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission Charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of transmission elements as agreed by you in your Bid, as per Annexure 21 and Format-1 of Annexure-8 respectively of the Final RFP is enclosed herewith as Schedule-A and incorporated herein by way of reference.

Further, please note that relationship of M/s The Tata Power Company Limited with the REC Power Development and Consultancy Limited & Long-Term Transmission System User(s) will be governed solely on the basis of the Final RFP.

You are requested to unconditionally accept the LoI, and record on one copy of the LoI, 'Accepted unconditionally', under the signature of the authorized signatory of your Company and return such copy to us within 7 (Seven) days of issue of LoI.

Yours faithfully

REC Power Development and Consultancy Limited Gurugram

(Saurabh Rastogi)
Chief Executive Officer

Enclosures:

1. Schedule A: Quoted Transmission Charges and the scheduled COD of transmission element submitted in your Bid, as per Annexure 21 and Format-1 of Annexure-8 respectively of the Final RfP.

Copy for kind information to:

1. **The Additional Chief Secretary (Energy), Government of Maharashtra, Industry, Energy, Labour and Mining Department,** Madam Cama Road, Hutama Rajguru Chowk, Mantralaya, Mumbai – 400 032.

2. **The Secretary, Maharashtra Electricity Regulatory Commission,** World Trade Centre, Centre No. 1, 13th Floor, Cuffe Parade, Mumbai 400 005

3. **The Chairman & Managing Director, Maharashtra State Electricity Transmission Company Limited,** 'Prakashganga', Plot No. C-19, E- Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

4. **The Chief Engineer (STU), Maharashtra State Electricity Transmission Company Limited,** Prakashganga, 4th floor/ 'A' Wing, Plot C-19, E-block, BKC, Bandra (E), Mumbai-400 051

ANNEXURE 21 - FORMAT FOR FINANCIAL BID

Quoted Annual Transmission Charges: Rs. 1,557.80 Million

Notes:

1. The Bidders are required to ensure compliance with the provisions of Clause 2.5.3 of this RFP.
2. Quotes to be in Rupees Millions and shall be up to two (2) decimal points.
3. The contents of this format shall be clearly typed.
4. The Financial Bid shall be digitally signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.
5. Ensure only one value for annual Transmission Charges is quoted. The same charge shall be payable every year to TSP for the term of TSA.

REC Power Development and Consultancy Limited
Gurugram

UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: **Bidders' Undertakings**

Date: 19 June 2025

To,
Chief Executive Officer,
REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4, Sec – 29 Gurugram – 122 001

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.

2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of the RFP and the TSP shall also comply with the provisions contained in the MERC (Transmission Open Access) Regulations, 2016 and as amended from time to time.

3. We give our unconditional acceptance to the RFP dated **13.03.2025** issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure 21 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.

5. Our Bid is valid up to the period required under Clause 2.8 of the RFP.

REC Power Development and Consultancy Limited Gurugram

The Tata Power Company Ltd. TATA

6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed with this undertaking.

7. Not Applicable

8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

S. No.	Name of the Transmission Element	Scheduled COD in months from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each) • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS)* • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)**	24 months	100%	Nil

Note:

*Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed.

** space is available at 400 kV Hinjewadi substation for 4 indoor GIS bays in existing 400 kV GIS hall

We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre - required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project: 24 months from Effective date.

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

   a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory

   b. Financial Bid is unconditional.

   c. Only one Financial Bid has been submitted.

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations,

declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of **Jejuri Hinjewadi Power Transmission Limited**, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.

11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfil 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.

Yours faithfully

.....

(Signature and stamp)

Name: Piyush Kumar

Date: 19 June 2025

Place: Noida

Ref. No: T&D/BD/DOM/FY26/RECPDCL/Jejuri-Hinjewadi/095 **Date: December 15, 2025**

To,

Chief Executive Officer,
REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4, Sec – 29 Gurugram – 122 001

Subject: Acceptance of LOI for selection of bidder as Transmission Service Provider through tariff based competitive bidding process to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

Dear Sir,

With reference to your Letter No. RECPDCL/TBCB/Jejuri-Hinjewadi/2025-26/4076 dated 10.12.2025, we acknowledge the issuance of LoI and hereby enclose the copy of the subject LoI, accepted unconditionally, with the signature of authorized signatory on each page as per Clause (a) of the LoI.

Thanking you and assuring our best services always.

Yours sincerely,

For & on behalf of The Tata Power Company Limited

Piyush Kumar
Authorized Signatory

REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power, Govt. of India)

REC Power Development

Ref. No.: RECPDCL/TBCB/Jejuri-Hinjewadi/2025-26/4076

Date: 10.12.2025

DUPLICATE

M/s The Tata Power Company Limited
B-12/13, 2nd Floor, Shatabdi Bhawan,
Sector-04, Noida, UP – 201301

Kind Attention: Sh. Rajat Uprety, Lead – BD Manager

Subject: "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding (TBCB) Process – **Letter of Intent.**

Dear Sir,

We refer to:

1. The Request for Proposal (RfP) dated 13.03.2025 comprising RfP, Draft Transmission Service Agreement, Share Purchase Agreement and Survey Report dated 04.04.2025 issued to M/s The Tata Power Company Limited, as regards participation in the Global Invitation for Bids for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" through Tariff Based Competitive Bidding (TBCB) Process including all correspondence/clarifications/ amendments/errata/corrigendum issued by REC Power Development and Consultancy Limited in regard thereto (hereinafter collectively referred to as the 'Final RFP') till the submission Bid Deadline and as listed below:

   (i) Amendment-I dated 03.04.2025,
   (ii) Amendment-II and Clarifications dated 05.05.2025,
   (iii) Amendment-III dated 10.05.2025,
   (iv) Amendment-IV and dated 14.05.2025,
   (v) Additional Clarifications dated 28.05.2025,
   (vi) Amendment-V dated 29.05.2025,
   (vii) Amendment-VI dated 11.06.2025,

2. The offer of M/s The Tata Power Company Limited by way of a Technical Bid pursuant to (1) above submitted on 19.06.2025 in response to the Final RFP.

3. The Initial Price Offer of M/s The Tata Power Company Limited as submitted on 19.06.2025 in response to the Final RFP.

4. The final offer of M/s The Tata Power Company Limited, discovered during e-Reverse Auction, conducted on 22.07.2025 in response to the Final RFP.

5. The Technical Bid as in (2) above, the Initial Price Offer as in (3) above and the Final Offer as in (4) above hereinafter collectively referred to as the 'Bid'.

We are pleased to inform you that your proposal and offer received by way of the 'Bid' has been accepted and M/s The Tata Power Company Limited is here by declared as Successful Bidder as per clause 3.6.1 of the Final RFP for the above project and consequently, this Letter of Intent (hereinafter referred to as the 'LoI') is being issued in 2 copies, One original plus One copy.

This LoI is based on the Final RFP and is further contingent upon you satisfying the following conditions:

(a) Acknowledging its issuance and unconditionally accepting its contents and recording 'Accepted unconditionally' under the signature and stamp of your authorized signatory on each page of the

The Tata Power Company Ltd TATA

Accepted Unconditionally

REC Power Development and Consultancy Limited Gurugram

D-Block, REC World Headquarter, Plot No. I-4, Sector-29, Gurugram, (Haryana) - 122001.
E-mail: co@recpdcl.in | Tel.: 0124-4441300 | www.recpdcl.in | CIN No. RECPDCL-U40101DL2007GOI165779 GST No. 06AADCR7399K1ZP

duplicate copy of this letter attached herewith and returning the same to REC Power Development and Consultancy Limited within 7 (Seven) days from the date of issuance of LoI.

(b) Completion of various activities as stipulated in the RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP within the timelines as prescribed therein.

(c) Provide the Contract Performance Guarantee of Rs. 12.00 Crore (Rupees Twelve Crore Only) within 10 (Ten) days from issue of this LoI, in favour of the Long-Term Transmission System User(s), as per the provisions of Clause 2.12.

It may be noted that REC Power Development and Consultancy Limited has the rights available to them under the Final RFP, including rights under clause 2.15.5 and 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission Charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of transmission elements as agreed by you in your Bid, as per Annexure 21 and Format-1 of Annexure-8 respectively of the Final RFP is enclosed herewith as Schedule-A and incorporated herein by way of reference.

Further, please note that relationship of M/s The Tata Power Company Limited with the REC Power Development and Consultancy Limited & Long-Term Transmission System User(s) will be governed solely on the basis of the Final RFP.

You are requested to unconditionally accept the LoI, and record on one copy of the LoI, 'Accepted unconditionally', under the signature of the authorized signatory of your Company and return such copy to us within 7 (Seven) days of issue of LoI.

The Tata Power Company Ltd. TATA

Accepted Unconditionally

REC Power Development and Consultancy Limited Gurugram

Yours faithfully

(Saurabh Rastogi)
Chief Executive Officer

Enclosures:

1. Schedule A: Quoted Transmission Charges and the scheduled COD of transmission element submitted in your Bid, as per Annexure 21 and Format-1 of Annexure-8 respectively of the Final RfP.

Copy for kind information to:

1. **The Additional Chief Secretary (Energy), Government of Maharashtra, Industry, Energy, Labour and Mining Department,** Madam Cama Road, Hutama Rajguru Chowk, Mantralaya, Mumbai – 400 032.

2. **The Secretary, Maharashtra Electricity Regulatory Commission,** World Trade Centre, Centre No. 1, 13th Floor, Cuffe Parade, Mumbai 400 005

3. **The Chairman & Managing Director, Maharashtra State Electricity Transmission Company Limited,** 'Prakashganga', Plot No. C-19, E- Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

4. **The Chief Engineer (STU), Maharashtra State Electricity Transmission Company Limited,** Prakashganga, 4th floor/ 'A' Wing, Plot C-19, E-block, BKC, Bandra (E), Mumbai-400 051

ANNEXURE 21 - FORMAT FOR FINANCIAL BID

Quoted Annual Transmission Charges: Rs. 1,557.80 Million

Notes:

1. The Bidders are required to ensure compliance with the provisions of Clause 2.5.3 of this RFP.
2. Quotes to be in Rupees Millions and shall be up to two (2) decimal points.
3. The contents of this format shall be clearly typed.
4. The Financial Bid shall be digitally signed by the authorized signatory in whose name power of attorney as per Clause 2.5.2 is issued.
5. Ensure only one value for annual Transmission Charges is quoted. The same charge shall be payable every year to TSP for the term of TSA.

REC Power Development and Consultancy Limited Gurugram

The Tata Power Company Ltd. TATA

Accepted Unconditionally

UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: **Bidders' Undertakings**

Date: 19 June 2025

To,
Chief Executive Officer,
REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited)
REC Corporate Head Quarter,
D Block, Plot No. I – 4, Sec – 29 Gurugram – 122 001

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Intra-State Transmission System for "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads"

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.

2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.6.1.2 of the RFP and the TSP shall also comply with the provisions contained in the MERC (Transmission Open Access) Regulations, 2016 and as amended from time to time.

3. We give our unconditional acceptance to the RFP dated **13.03.2025** issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure 21 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.

5. Our Bid is valid up to the period required under Clause 2.8 of the RFP.

Accepted Unconditionally

The Tata Power Company Ltd. TATA

Power Development and Consultancy Limited Gurugram

The Tata Power Company Ltd. TATA

TATA POWER
The Tata Power Company Limited
"Shatabdi Bhawan", B-12&13, Sector-4 Noida-201 301 (UP)
Tel.: 91 120 610 2000
Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001
Website : www.tatapower.com Email : tatapower@tatapower.com
CIN : L28920MH1919PLC000567

6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed with this undertaking.

7. Not Applicable

8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

S. No.	Name of the Transmission Element	Scheduled COD in months from effective date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW Capacity each) • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS)* • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)**	24 months	100%	Nil

Note:

*Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed.

** space is available at 400 kV Hinjewadi substation for 4 indoor GIS bays in existing 400 kV GIS hall

We agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of Element(s) which are pre - required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project: 24 months from Effective date.

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

   a. Financial Bid in the prescribed format of Annexure 21 has been submitted duly signed by the authorized signatory

   b. Financial Bid is unconditional.

   c. Only one Financial Bid has been submitted.

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations,

REC Power Development and Consultancy Limited Gurugram

The Tata Power Company Ltd TATA

Accepted Unconditionally

declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of **Jejuri Hinjewadi Power Transmission Limited**, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.

11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfil 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.

Yours faithfully

.....

(Signature and stamp)

Name: Piyush Kumar

Date: 19 June 2025

Place: Noida

The Tata Power Company Ltd. TATA

REC Power Development and Consultancy Limited Gurugram

Accepted Unconditionally

The Tata Power Company Ltd. TATA

REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited, a 'Maharatna CPSE'
under Ministry of Power, Govt. of India)

REC Power Development

संदर्भ संख्या: आरईसीपीडीसीएल/टीबीसीबी/Jejuri-Hinjewadi/2025-26/4521 Date: 09.01.2026

मेसर्स टाटा पावर कंपनी लिमिटेड
बी-12/13, द्वितीय तल, शताब्दी भवन
सेक्टर-04, नोएडा, यूपी - 201301

M/s The Tata Power Company Limited
B-12/13, 2nd Floor, Shatabdi Bhawan,
Sector-04, Noida, UP – 201301

Kind Attention: Sh. Rajat Uprety, Lead – BD Manager

Sub: Handing over documents in respect of "Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads".

Dear Sir,

Pursuant to Letter of Intent (LoI) issued on 10.12.2025 thereof and handing over SPV (Jejuri Hinjewadi Power Transmission Limited) on 09.01.2026 to M/s The Tata Power Company Limited, please find following documents:

I. Original Certificate issued by the Bid Evaluation Committee in accordance with the "Tariff Based Competitive Bidding Guidelines for Transmission Service".
II. One original Transmission Service Agreement (TSA) duly signed between Maharashtra State Transmission Utility (Nodal Agency) and Jejuri Hinjewadi Power Transmission Limited, witnessed by the representatives of RECPDCL.
III. Copy of order dated 12.02.2025 regarding allocation of the project i.e., Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads" to REC Power Development and Consultancy Limited to acting as Bid Process Coordinator (BPC).
IV. Copy of letter dated 09.05.2025 to obtain approval from Govt. of Maharashtra & Order of approval for Laying of overhead transmission Lines under section 68 of the Electricity Act from Govt. of Maharashtra.
V. Copy of Letter dated 13.03.2025 to MERC & MSETCL in regard to initiation of the bid process for the subject transmission scheme.
VI. Newspaper cuttings along with copies of NIT.
VII. Copy of letter dated 19.05.2025 from MSETCL regarding nomination of Bid Evaluation Committee members for subject project.
VIII. Copy of approval of Ministry of Power for sale & transfer of SPV i.e., Jejuri Hinjewadi Power Transmission Limited.
IX. Original acknowledged Letter dated 15.04.2025 written to Chief Conservator of Forest, Gokhale Nagar, Pune, Maharashtra for Forest Clearance.

You are requested kindly acknowledgement receipt of above-mentioned documents.

धन्यवाद।

भवदीय,

(विजय कुलकर्णी)
वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (टी & डी)

संलग्न: उपरोक्तानुसार

SHARE PURCHASE AGREEMENT

BETWEEN

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

AND

JEJURI HINJEWADI POWER TRANSMISSION LIMITED

AND

THE TATA POWER COMPANY LIMITED

Dated: 09th January, 2026

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL28768065374410Y
Certificate Issued Date	:	07-Jan-2026 06:16 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF81686846657096Y
Purchased by	:	REC POWER DEVELOPMENT AND CONSULTANCY
Description of Document	:	Article 5 General Agreement
Property Description	:	CORE-4, SCOPE COMPLEX , 7, LODHI ROAD, NEW DELHI - 110003
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JEJURI HINJEWADI POWER TRANSMISSION LIMITED
Second Party	:	THE TATA POWER COMPANY LIMITED
Stamp Duty Paid By	:	JEJURI HINJEWADI POWER TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

Please write or type below this line

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('**Agreement**') made on the 09th day of January, 2026 at New Delhi by and between:

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED, a company incorporated under the Companies Act, 1956, vide CIN-U40101DL2007GOI165779 having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110 003, India (hereinafter referred to as "**REC PDCL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

RECPDCL JHPTL TPCL

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL28762568027000Y
Certificate Issued Date	:	07-Jan-2026 06:10 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF81678390647034Y
Purchased by	:	REC POWER DEVELOPMENT AND CONSULTANCY
Description of Document	:	Article 5 General Agreement
Property Description	:	CORE-4, SCOPE COMPLEX , 7, LODHI ROAD, NEW DELHI - 110003
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JEJURI HINJEWADI POWER TRANSMISSION LIMITED
Second Party	:	THE TATA POWER COMPANY LIMITED
Stamp Duty Paid By	:	JEJURI HINJEWADI POWER TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

Please write or type below this line

AND

JEJURI HINJEWADI POWER TRANSMISSION LIMITED a company incorporated under the Companies Act, 2013 vide CIN - U42202DL2025GOI445342, having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110003. India (herein after referred to as "**Company**" which expression shall, unless repugnant to the context, mean and include its successors in interest) of the **SECOND PART**;

RECPDCL JHPTL TPCL

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL28755264750819Y
Certificate Issued Date	:	07-Jan-2026 06:03 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF81667886045170Y
Purchased by	:	REC POWER DEVELOPMENT AND CONSULTANCY
Description of Document	:	Article 5 General Agreement
Property Description	:	CORE-4, SCOPE COMPLEX , 7, LODHI ROAD, NEW DELHI - 110003
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JEJURI HINJEWADI POWER TRANSMISSION LIMITED
Second Party	:	THE TATA POWER COMPANY LIMITED
Stamp Duty Paid By	:	JEJURI HINJEWADI POWER TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

IN-DL28755264750819Y

Please write or type below this line

AND

THE TATA POWER COMPANY LIMITED, a company incorporated under the Companies Act, 1956 vide CIN-L28920MH1919PLC000567 having its registered office at Bombay House 24 Homi Mody Street Mumbai 400001 (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.**

RECPDCL JHPTL3 TPCL

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.

WHEREAS:

A. The Government of Maharashtra vide its Gazette Notification No. Sankinam-0125/P.R.32/Urja-4 dated 12.02.2025 has notified REC Power Development and Consultancy Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) for "**Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads**" through tariff based competitive bidding process (hereinafter referred to as the "Project").

B. In accordance with the Bidding Guidelines, the BPC had initiated a competitive bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in **Schedule 2** of the Transmission Service Agreement (TSA). BPC had initiated this process in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).

C. BPC has incorporated the Company and has undertaken the preliminary studies, obtained certain approvals, etc. regarding the Project on behalf of the Company.

D. REC PDCL along with the Nominees hold one hundred per cent (100%) of the total issued and paid up equity share capital of the Company.

E. Pursuant to the said Bid Process, The Tata Power Company Limited has been identified as the Selected Bidder vide Letter of Intent dated 10th December 2025 issued by the BPC in favour of the Selected Bidder.

F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Capitalised terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the TSA.

1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:

(i) **"Acquisition Price"** shall mean INR 2,41,59,450 (Rupees Two Crore Forty-One Lakh Fifty-Nine Thousand Four Hundred Fifty Only), which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par and for taking over of all assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;

(ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by the Parties in writing;

(iii) **"Bid Process"** shall mean the competitive bidding process initiated by the BPC, by issuance of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;

(iv) **"Board"** shall mean the board of directors of the Company;

(v) **"Closing Date"** shall mean a mutually agreed date between the Parties falling within the period as mentioned in clause 2.15.2 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such period;

(vi) "**Encumbrance**" shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;

(vii) "**Letter of Intent**" shall have the meaning ascribed thereto under the Bid Documents;

(viii) **"Nodal Agency"** shall mean Maharashtra STU;

(ix) "**Nominees"** shall mean the Persons, who are named in Annexure A of this Agreement, holding the Sale Shares as nominees of REC PDCL;

REC Power Development and Consultancy Limited Gurugram RECPDCL

Jejuri Hinjewadi Power Transmission New Delhi JHPTL

The Tata Power Company Ltd. TPCL

(x) "**Party**" shall mean REC PDCL, Company and the Selected Bidder, referred to individually, and "Parties" shall mean REC PDCL, Company and the Selected Bidder collectively referred to, as relevant;

(xi) "**Person**" shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof, and/or any other legal entity;

(xii) "**RFP Project Documents**" shall mean the following documents, referred to collectively:

a. Transmission Service Agreement; and
b. this Agreement.

(xiii) "**Representations and Warranties**" shall mean the representations and warranties mentioned in Clause 4 hereto;

(xiv) "**RoC**" shall mean the Registrar of Companies;

(xv) "**Sale Shares**" shall mean 50,000 (Fifty Thousand) shares, representing one hundred percent (100%) of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in Annexure A attached hereto;

(xvi) "**Shares**" shall mean the fully paid-up equity shares of Company, of face value Rs. 10 each;

(xvii) "**Shares Seller**" shall mean REC PDCL; and

(xviii) "**Transmission Service Agreement**" or "**TSA**" means the agreement titled 'Transmission Service Agreement' to be executed on 09th January, 2026 between Nodal Agency and Jejuri Hinjewadi Power Transmission Limited, pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project to the Nodal Agency on a commercial basis, as may be amended from time to time.

1.3 Interpretation Clause

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

REC Power Development and Consultancy Limited Gurugram RECPDCL

Jejuri Hinjewadi Power Transmission Limited New Delhi 110003 JHPTL

The Tata Power Company Limited TATA TPCL

2. TRANSFER OF SHARES

2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares free from Encumbrances together with all assets and liabilities of the Company with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.

2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as nominees of the Shares Seller to the Nominees of Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms duly stamped with requisite amount of stamp duty payable on the transfer of the Sale Shares ("**Share Transfer Forms**").

3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("**Sale Share Certificates**") 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 or by confirmation of RTGS transfer in favour of the Shares Seller, for the Acquisition Price payable to it.

Provided that prior to the handing over of the Sale Share Certificates to the Selected Bidder as mentioned above, the Selected Bidder shall provide satisfactory evidence to REC PDCL that on the Closing Date, the Selected Bidder has furnished the Contract Performance Guarantee to the Nodal Agency and is in a position to comply with all other requirements of Clause 2.15.2 of the RFP.

3.3 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Share Certificates with the Company along with the names of its nominees to be appointed on the Board of the Company. The new registered office address of the Company shall be within the jurisdiction of the RoC of New Delhi or within the jurisdiction of any other RoC as required by selected bidder, by following the due process as may be required. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

(i) Immediately on the Closing Date convene a meeting of the Board, wherein the Board shall pass the following necessary resolutions:

REC Power Development and Consultancy Limited Gurugram RECPDCL

JHPTL

The Tata Power Company Limited TATA TPCL

(a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the **The Tata Power Company Limited** and its nominees and transfer of all assets and liabilities of the Company as on Closing Date;

(b) approving the **The Tata Power Company Limited** and its nominees as the members of the Company and entering the name of the **The Tata Power Company Limited** and its nominees in the register of members.

(c) changing the address of the registered office of the Company to the new address as provided by the Selected Bidder as per clause 3.3 above.

(d) appointing the Directors of the Selected Bidder on the Board of the Company.

Immediately pursuant to the resignation of the existing Directors, the newly constituted Board of Directors shall continue/hold the meeting and pass the following resolutions:

(e) accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director.

(f) terminating all the authorizations granted regarding the business and/or operations of the Company or the operations of the bank accounts of the Company, with prospective effect; and

(g) acknowledging and accepting the terms and conditions as contained in the executed copies of the RFP Project Documents and to abide by the provisions contained therein.

(ii) Enter the name of the **The Tata Power Company 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 **The Tata Power Company 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 **The Tata Power Company Limited** and its nominees, to the **The Tata Power Company Limited** and its nominees, as the case may be or its authorized 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) (c) to (i) (d) of Clause 3.3 (i) to the Nodal Agency.

3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the **Clauses 3.1 to 3.3** above on the Closing Date are completed on the same day.

Notwithstanding the provisions of **Clause 3.3** hereto, all proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by the Nodal Agency themselves, (b) all rights and obligations of the BPC shall cease forthwith, (c) all other rights and obligations of the Company shall be of the TSP and (d) any decisions taken by the BPC on behalf of the Company prior to the date of acquisition, shall continue to be binding on the Company and/or Nodal Agency as the case may be.

3.6 This Agreement shall be effective from the date of its signing by the Parties and shall remain in force until all the obligations of the respective Parties under Clause 3.3 hereto are fulfilled.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Selected Bidder hereby represents and warrants to the Shares Seller that:

4.1.1 The Selected Bidder has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by the Selected Bidder and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

4.1.2 The execution, delivery and performance of this Agreement by the Selected Bidder (i) will not violate or contravene any provision of the Memorandum of Association or Articles of the Selected Bidder, (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which the Selected Bidder is bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or any contractual obligation assumed by the Selected Bidder, from purchasing the Sale Shares from the Shares Seller in the manner provided for in this Agreement.

4.2 The Shares Seller hereby represents and warrants to the Selected Bidder that;

4.2.1 The Shares Seller and the Nominees are the legal and beneficial owners of the Sale Shares, free and clear of any encumbrance and the delivery to the Selected Bidder of the Sale Shares pursuant to the provisions of this Agreement will transfer to the Selected Bidder a good title to the Sale Shares.

4.2.2 The Shares Seller has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein. The execution, delivery and performance of this Agreement will not violate the Memorandum and Articles of Association of the Shares Seller or contravene any contract by which it is bound.

4.2.3 The Shares Seller has obtained requisite authorizations to sell and transfer the Sale Shares to the Selected Bidder. The Shares Seller also represent that it is not prevented from transferring and selling the Sale Shares. Also, to the best of its knowledge, the Sale Shares are not the subject matter of any claim or pending proceeding or threatened by any legal proceeding made by any third party.

4.3 Except as specified in Clause 4.2 above, the Shares Seller shall not be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares or Company, including but not limited to any implied warranty or representation as to the business or affairs of Company.

4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.

4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for a period of one (1) year.

4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after the Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

6. MISCELLANEOUS

6.1 NOTICES

a) All notices to be given under this Agreement shall be in writing and in the English language.

b) All notices must be delivered personally or by registered or certified mail or by recognised courier to the addresses below:

Selected Bidder: **The Tata Power Company Limited,**
Bombay House, 24, Homi Mody Street, Mumbai 400001

REC PDCL: **REC Power Development and Consultancy Limited**
Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003

Company: **Jejuri Hinjewadi Power Transmission Limited**
Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003

c) Any Party may by notice of at least fifteen (15) days to the other Parties change the address and / or addresses to which such notices and communications to it are to be delivered or mailed.

6.2 RESOLUTION OF DISPUTES

6.2.1 If any dispute arises between the Parties, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), the disputing Parties hereto shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within sixty (60) days from the date of the Dispute.

6.2.2 If the Parties are unable to amicably settle the Dispute in accordance with Clause 6.2.1 within the period specified therein, any of the Parties shall be entitled to within thirty (30) days after expiry of the aforesaid period, refer the Dispute to the Chief Executive Officer/Director of REC PDCL and Chief Executive/ Managing Director of the Selected Bidder for resolution of the said Dispute. The attempt to bring about such resolution shall be considered to have failed if not resolved within thirty (30) days from the date of receipt of a written notification in this regard.

6.2.3 In the event the Dispute is not settled in accordance with Clause 6.2.2 above, any Party to the Dispute shall be entitled to serve a notice invoking this Clause and making a reference to a sole arbitrator. If the Parties to the Dispute cannot agree as to the appointment of the sole arbitrator within thirty (30) days of receipt of the notice of the Party making the reference, then the Shares Seller along with the Company shall appoint one arbitrator and the Selected Bidder shall appoint one arbitrator and the two arbitrators, so appointed shall appoint a third arbitrator. However, after the Closing Date, in such an event the Shares Seller shall appoint one arbitrator and the Selected Bidder along with the Company shall appoint one arbitrator and the two arbitrators, so appointed shall appoint the third arbitrator.

6.2.4 The place of the arbitration shall be New Delhi. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

6.2.5 The proceedings of arbitration shall be in English language.

6.2.6 The arbitrator's award shall be substantiated in writing. The arbitrators shall also decide on the costs of the arbitration proceedings. In case the arbitrators have not decided on the costs of the arbitration proceedings, each Party to the Dispute shall bear its own costs, in relation to the arbitration proceedings.

6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by Shri. Piyush Kumar, Head BD-T&D (International), pursuant to an authorization granted to Shri. Piyush Kumar, Head BD-T&D (International) through Committee of Directors. Further, Shri. Piyush Kumar, Head BD-T&D (International) 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 Shri. Piyush Kumar, Head BD-T&D (International) 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.

RECPDCL JHPTL TPCL

6.7 TERMINATION

If (i) the Closing does not occur on the Closing Date for any reason whatsoever, or (ii) the Letter of Intent is withdrawn or terminated for any reason, or (iii) due to termination of the TSA by the Nodal Agency in accordance with Article 3.3.2 or Article 13 of the TSA thereof, REC PDCL shall have a right to terminate this Agreement forthwith by giving a written notice to the other Parties hereto.

6.8 AMENDMENTS

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

6.9 ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties, which will not be unreasonably withheld.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

6.11 COSTS

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

The Selected Bidder shall be liable to bear and pay the costs in respect of this Agreement and transfer of Sale Shares.

6.12 RELATIONSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

6.13 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts by the Parties and each fully executed counterpart shall be deemed to be original.

6.15 CONFIDENTIALITY

The Parties undertake to hold in confidence and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

(a) to their professional advisors;

(b) to their officers, employees, agents or representatives, who need to have access to such information for the proper performance of their activities;

(c) disclosures required under Law;

without the prior written consent of the other Parties.

Provided that the Nodal Agency and REC PDCL may at any time, disclose the terms and conditions of transactions contemplated hereby to any person, to the extent stipulated under the law or the Bidding Guidelines.

6.16 INDEMNIFICATION

The Parties hereby agree that transfer of Sale Shares to the Selected Bidder shall vest all the rights, privileges, licenses, responsibilities, liabilities and other obligations pertaining to the Company in the Selected Bidder.

- The Selected Bidder hereby agrees that the Selected Bidder shall not be entitled to any claims or initiate any legal proceedings by itself or through the Transmission Service Provider against the Shares Seller, its directors, officers, employees and the subscribers including the members of any committees appointed by them in respect of any actions or decisions taken by any of them up to the Closing Date in furtherance of the Project referred to in recital A of this Agreement.

- Further, the Selected Bidder hereby indemnifies and holds harmless at all times the Shares Seller against all past, present and future third party claims and liabilities arising out of actions or decisions taken by any of the persons or bodies referred to in Clause 6.3 up to the Closing Date in furtherance of the Project referred to above or otherwise concerning the

REC Power Development and Consultancy Limited RECPDCL Gurugram

Jejuri Hinjewadi Power Transmission New Delhi JHPTL0003

The Tata Power Company Ltd. TPCL

Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

- The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

6.17 SURVIVAL

The provisions of Clause 1 (Definitions and Interpretation), Clause 4 (Representations and Warranties), Clause 6.2 (Resolution of Disputes), Clause 6.7 (Termination), Clause 6.15 (Confidentiality), Clause 6.16 (Indemnification) and other representations, warranties, covenants and provisions contained herein that by their nature are intended to survive, shall survive the termination of this Agreement

6.18 FORCE MAJEURE

No party shall be liable for its inability or delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party including delay caused through flood. riot, Act of God, lighting civil commotion, storm, tempest and earthquake.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED by the within named **REC POWER DEVELOPMENT AND CONSULTANCY LIMITED** by the hand of Sh. Saurabh Rastogi, CEO

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 17th December, 2025)

IN THE PRESENCE OF:

WITNESS:
(Name and address)

1. Vijay S. Kullkarni
Sr. Hm & HOD, RECPDCL

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

2. Anil Kumar Perala
Chief Manager (Tech)
RECPDCL, Gurugram

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

SIGNED AND DELIVERED by the within named **JEJURI HINJEWADI POWER TRANSMISSION LIMITED** by the hand of Sh. Mukul Agarwal, Chairman

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 09th January, 2026)

WITNESS:
(Name and address)

Nishkay Goel
AM (CS)
REC Limited

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

RITU MADAN ARORA
CM (CS)
REC LIMITED

(Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003)

SIGNED AND DELIVERED by the within named **THE TATA POWER COMPANY LIMITED** by the hand of Shri. Piyush Kumar, Head BD-T&D (International)

(Authorised pursuant to the resolution passed by the Committee of Directors in its meeting held on 14th June, 2025)

WITNESS:
(Name and address)

1. Mithun Chakraborty
Head, BD T&D

Mithun Chakraborty

Shatabdi Bhawan, B - 12 & 13, Sector 4, Noida, U. P. - 201301

2. Rajat Uprety
Lead - BD Manager

Shatabdi Bhawan, B - 12 & 13, Sector 4, Noida, U. P. - 201301

ANNEXURE A

DESCRIPTION OF THE SALE SHARES

S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	REC Power Development and Consultancy Limited	49,994	99.988
2.	Shri Jaspal Singh Kushwaha*	1	0.002
3.	Shri Mukul Agarwal*	1	0.002
4.	Shri Ch. V. Lakshmana Charyulu*	1	0.002
5.	Ms. Navita Dubal*	1	0.002
6.	Shri Arvind Kumar*	1	0.002
7.	Shri Anil Kumar Perala*	1	0.002
	Total	50,000	100.000

*** Held as nominee of REC PDCL.**

महाराष्ट्र MAHARASHTRA ◐ 2025 ◐ EP 379427

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००२०
- 1 JAN 2026
सक्षम अधिकारी

श्रीमती सुजमा चव्हाण

This forms part and parcel of the Transmission Service Agreement signed on the 9th day of January 2026 between the Maharashtra State Transmission Utility (STU), Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-19, E-Block, BKC Complex, Bandra (E), Mumbai – 400051, and Jejuri Hinjewadi Power Transmission Limited, incorporated under the Companies Act, 2013, having its registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi – 110 003.

CE (STU) MSETCL

Jejuri Hinjewadi Power Transmission Limited New Delhi 110003 Core-4, Scope Complex-7, Lodhi Road

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING

FOR

NETWORK EXPANSION SCHEME IN MAHARASHTRA FOR REMOVAL OF TRANSMISSION CONSTRAINS IN PUNE REGION & PROVIDING SUPPLY TO DATA CENTRE LOADS

BETWEEN THE

MAHARASHTRA STATE TRANSMISSION UTILITY (STU)

(NODAL AGENCY)

AND

JEJURI HINJEWADI POWER TRANSMISSION LIMITED

09.01.2026

C E (STU) MSETCL

Jejuri Hinjewadi Power Transmission Limited New Delhi 110003

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CE (TC) MSETCL

Jejuri Hinjewadi Power Transmission Limited New Delhi 110003 Core-4, Scope Complex-7, Lodhi Road

THIS TRANSMISSION SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 9th day of January Two Thousand and Twenty- Six.

BETWEEN:

The Maharashtra State Transmission Utility (STU), Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-19, E-Block, BKC Complex, Bandra (E), Mumbai – 400051, acting as a Nodal Agency (referred to as the "Nodal Agency"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

Jejuri Hinjewadi Power Transmission Limited, incorporated under the Companies Act, 2013, having its registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi – 110 003 (herein after referred to as "Transmission Service Provider" or "TSP" or "Licensee", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

("Nodal Agency" and "TSP" are individually referred to as "Party" and collectively as the "Parties")

AND WHEREAS:

A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project).

B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.

C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of Jejuri Hinjewadi Power Transmission Limited along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.

D) The TSP has agreed to make an application for a Transmission License to the State Commission for setting up the Project on build, own, operate and transfer basis.

E) The TSP has further agreed to make an application to the State Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.

F) The TSP has agreed to execute the agreement(s) required, if any, under MERC MYT Regulations within fifteen (15) days from the date of grant of Transmission License from the State Commission.

G) The TSP agrees to the terms and conditions laid down under MERC MYT Regulations, to make available the Intra-State Transmission System and charge the Transmission Charges in accordance with the terms and conditions of MERC MYT Regulations.

H) The billing, collection and disbursement of the Transmission Charges by the Nodal Agency to the Licensee shall be governed as per this agreement.

I) The terms and conditions stipulated in the Transmission License issued by the State Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the State Commission shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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Jejuri Hinjewadi Power Transmission Limited New Delhi 110003 Core-4, Scope Complex-7, Lodhi Road

ARTICLE: 1

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

1.1.1 The words / expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued / framed by the State Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

The words/expressions when used in this Agreement shall have the respective meanings as specified below:

"Acquisition Price" shall have the same meaning as defined in the Share Purchase Agreement;

"Act" or **"Electricity Act"** or **"Electricity Act 2003"** shall mean the Electricity Act, 2003 and any amendments made to the same or any succeeding enactment thereof;

"Affiliate" shall mean a company that either directly or indirectly

i. controls or

ii. is controlled by or

iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and "**control**" means ownership by one entity of at least twenty six percent (26%) of the voting rights of the other entity;

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, attached herewith in Schedule 6;

"Bid" shall mean technical bid and financial bid submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP;

"Bid Deadline" shall mean the last date and time for submission of the Bid in response to RFP, as specified in the RFP;

"Bidding Company" shall refer to such single company that has made a Response to RFP for the Project;

"Bidding Consortium / Consortium" shall refer to a group of companies that has collectively made a Response to RFP for the Project;

"Bid Documents" or **"Bidding Documents"** shall mean the RFP, along with all attachments thereto or clarifications thereof;

"Bidding Guidelines" shall mean the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power under Section – 63 of the Electricity Act as amended from time to time;

"Bid Process Coordinator" or **"BPC"** shall mean a person or its authorized representative as notified by the Government of Maharashtra, responsible for carrying out the process for selection of Bidder who will acquire Transmission Service Provider;

"Bill" shall mean any bill raised by the STU on the LTTSUs to recover the Intra State Transmission Charges pursuant to the MERC MYT Regulations;

"Business Day" shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the Nodal Agency registered office is located and the concerned TSP are located;

"CEA" shall mean the Central Electricity Authority constituted under Section -70 of the Electricity Act;

"Change in law" shall have the meaning ascribed thereto in Article 12;

"Commercial Operation Date" or **"COD"** shall mean the date as per Article 6.2;

"Central Commission" or **"CERC"** shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, 2003 or its successors and assigns;

"Central Government" or **"GOI"** shall mean the Government of India;

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Jejuri Hinjewadi Power Transmission Limited New Delhi 110003 Core-4, Scope Complex-1, Lodhi Road

"Competent Court of Law" shall mean the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to the Project;

"Connection Agreement" shall mean the agreement between the CTU or Maharashtra STU or any other concerned parties and the TSP, setting out the terms relating to the connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System/ Intra State Transmission System (as the case may be) as per the provisions of the IEGC/ State Grid Code, as the case may be;

"Consultation Period" shall mean the period of sixty (60) days or such longer period as the Parties may agree, commencing from the date of issue of a TSP's Preliminary Notice or a Nodal Agency's Preliminary Termination Notice, as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

"Consents, Clearances and Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the development, execution and operation of Project including without any limitation for the construction, ownership, operation and maintenance of the Transmission Lines and/or sub-stations;

"Construction Period" shall mean the period from (and including) the Effective Date of the Transmission Service Agreement up to (but not including) the COD of the Element of the Project in relation to an Element and up to (but not including) the COD of the Project in relation to the Project;

"Contractors" shall mean the engineering, procurement, construction, operation & maintenance contractors, surveyors, advisors, consultants, designers, suppliers to the TSP and each of their respective sub-contractors (and each of their respective successors and permitted assigns) in their respective capacities as such;

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;

MSETCL

New Delhi 110003

"Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning on the COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the TSA;

"CTU" or **"Central Transmission Utility"** shall have same meaning as defined in the Electricity Act, 2003;

"Day" shall mean a day starting at 0000 hours and ending at 2400 hours;

"D/C" shall mean Double Circuit;

"Dispute" shall mean any dispute or difference of any kind between the Parties, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

"Effective Date" for the purposes of this Agreement, shall have the same meaning as per Article 2.1 of this Agreement;

"Electrical Inspector" shall mean a person appointed as such by the State Government under sub-section (1) of Section 162 of the Electricity Act 2003 and also includes Chief Electrical Inspector;

"Electricity Rules 2005" shall mean the rules framed pursuant to the Electricity Act 2003 and as amended from time to time;

"Element" shall mean each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station of the Project, including ICTs, Reactors, SVC, FSC, etc. forming part of the Intra-State Transmission System, which will be owned, operated and maintained by the concerned Licensee, and which has a separate Scheduled COD as per Schedule 2 of this Agreement and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 5 of this Agreement;

"Event of Default" shall mean the events as defined in Article 13 of this Agreement;

"Expiry Date" shall be the date which is thirty five (35) years from the COD of the Project;

"Financial Closure" shall mean the first Business Day on which funds are made available to the TSP pursuant to the Financing Agreements;

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"Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in the RFP;

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Long Term Transmission System User/Nodal Agency;

"Financial Year" shall mean a period of twelve months at midnight Indian Standard Time (IST) between 1st April & 31st March;

"Force Majeure" and **"Force Majeure Event"** shall have the meaning assigned thereto in Article 11;

"Grid Code" / "IEGC" or **"State Grid Code"** shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub- section (1) of Section 86 of the Electricity Act as applicable;

"Independent Engineer" shall mean an agency/ company, appointed by Nodal Agnecy in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects.

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or CERC or MERC or tribunal or judicial or quasi-judicial body in India but excluding the CTU, Maharashtra STU, TSP and the Long Term Transmission System Users;

"Insurances" shall mean the insurance cover to be obtained and maintained by the TSP in accordance with Article 9 of this Agreement;

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU's / STU's / ISTS Licensee's / Designated InSTS Customers substations (as the case may be) which shall include, without limitation, all other transmission lines,

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gantries, sub-stations and associated equipments not forming part of the Project;

"Invoice" shall mean a Monthly Transmission Charges Invoice or Monthly Bill comprising the Monthly Transmission Charges, as per Schedule 4 hereof, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

"Licensee" shall be the TSP under this Agreement, consequent to having been awarded a Transmission License by MERC and shall be referred to as the TSP or the Licensee, as the context may require in this Agreement;

"Law" or "Laws" in relation to this Agreement, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation, notification, order or code, or any interpretation of any of them by an Indian Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the State Commission;

"Lead Member of the Bidding Consortium" or "Lead Member" shall mean a company who commits at least 26% equity stake in the Project, meets the technical requirement as specified in the RFP and so designated by other Member(s) in Bidding Consortium;

"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI), insurance companies registered with the Insurance Regulatory & Development Authority (IRDA), pension funds regulated by the Pension Fund Regulatory & Development Authority (PFRDA),mutual funds registered with Securities & Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the TSP of its obligations to the Nodal Agency under this Agreement in any manner and shall also does not lead to an increase in the liability of the Nodal Agency;

"Lenders Representative" shall mean the person notified by the Lender(s) in writing as being the representative of the Lender(s) or the Security Trustee and such person may from time to time be replaced by the Lender(s) pursuant to the Financing Agreements by written notice to the TSP;

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"Letter of Intent" or **"LOI"** shall have the same meaning as in the RFP;

"Long Term Transmission System User" or "LTTSU" shall have the meaning as described in Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 as amended from time to time;

"Member in a Bidding Consortium / Member" shall mean each company in the Bidding Consortium;

"MERC MYT Regulations" shall mean Maharashtra Electricity Regulatory Commission (Multi Year Tariff), Regulations, 2024, as amended from time to time;

"Month" shall mean a period of thirty (30) days from (and excluding) the date of the event;

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

"National Load Despatch Centre" shall mean the centre established as per sub-section (1) of Section 26 of the Electricity Act 2003;

"Nodal Agency" shall mean Maharashtra State Transmission Utility (STU), which shall execute and implement the Transmission Service Agreement (TSA);

"Notification" shall mean any notification, issued in the Gazette of India;

"Operating Period" for any Element of the Project shall mean the period from (and including) the COD of such Element of the Project, up to (and including) the Expiry Date and for the Project, shall mean the period from (and including) the COD of the Project, up to (and including) the Expiry Date;

"Parent Company" shall mean an entity that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium, as the case may be;

"Preliminary Termination Notice" shall mean a Nodal Agency's Preliminary Termination Notice as defined in Article 13 of this Agreement;

"Project" shall mean Development of Intra State Transmission system for Network Expansion scheme in Maharashtra for removal of Transmission constrains in Pune Region & providing supply to Data Centre Loads, as

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detailed in Schedule 1 of this Agreement;

"**Project Assets**" shall mean all physical and other assets relating to and forming part of the Project including:

(a) rights over the Site for substations, ROW for transmission lines;

(b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;

(c) project facilities situated on the Site;

(d) all rights of the TSP under the project agreements;

(e) financial assets, such as receivables, security deposits etc;

(f) insurance proceeds; and

(g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

"Project Execution Plan" shall mean the plan referred to in Article 3.1.3(c) hereof;

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of the Project and which practices, methods and standards shall be adjusted as necessary, to take account of:

(i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

(iv) the safety of operating personnel and human beings;

"Rated Voltage" shall mean voltage at which the Transmission System is designed to operate or such lower voltage at which the line is charged, for the time being, in consultation with the State Transmission Utility;

"Rebate" shall have the meaning as ascribed to in Article 10.3 of this Agreement;

"RFP" shall mean Request for Proposal dated 13.03.2025 along with all

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schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

"RFP Project Documents" shall mean the following documents to be entered into in respect of the Project, by the Parties to the respective agreements:

a. Transmission Service Agreement,

b. Share Purchase Agreement, and

c. Any other agreement as may be required;

"RLDC" shall mean the relevant Regional Load Dispatch Centre as defined in the Electricity Act, 2003, in the region(s) in which the Project is located;

"RPC" shall mean the relevant Regional Power Committee established by the Government of India for the specific Region(s) in accordance with the Electricity Act, 2003 for facilitating integrated operation of the Power System in that Region;

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

"Scheduled Outage" shall mean the final outage plan as approved by the RPC/ SLDC as per the provisions of the Grid Code;

"Selected Bid" shall mean the technical Bid and the Final Offer of the Selected Bidder submitted during e-reverse bidding, which shall be downloaded and attached in Schedule 7 on or prior to the Effective Date;

"Share Purchase Agreement" shall mean the agreement amongst REC Power Development and Consultancy Limited, Jejuri Hinjewadi Power Transmission Limited and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the Jejuri Hinjewadi Power Transmission Limited for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

"Site" in relation to a substation, switching station or HVDC terminal or inverter station, shall mean the land and other places upon which such station / terminal is to be established;

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"SLDC" shall mean the State Load Despatch Centre established as per sub-section (1) of Section 31 of the Electricity Act 2003;

"State Commission" or **"MERC"** shall mean the Maharashtra Electricity Regulatory Commission referred to in sub-section (1) of section 82 of the Electricity Act, 2003 or its successors and assigns;

"State Government" shall mean the Government of Maharashtra**;**

"STU" or **"State Transmission Utility"** shall be the Board or the Government company, specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act 2003;

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP and who has to acquire one hundred percent (100%) equity shares of Jejuri Hinjewadi Power Transmission Limited, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the TSA and other RFP Project Documents;

"TSP's Preliminary Notice" shall mean a notice issued by the TSP in pursuant to the provisions of Article 13.3 of this Agreement;

"Target Availability" shall have the meaning as ascribed hereto in Article 8.2 of this Agreement;

"Technically Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in RFP;

"Termination Notice" shall mean a Nodal Agency's Termination Notice given by the Nodal Agency to the TSP pursuant to the provisions of Articles 3.3.2, 3.3.4, 4.4.2, 5.8, 13.2 and 13.3 of this Agreement for the termination of this Agreement;

"Term of Agreement" for the purposes of this Agreement shall have the meaning ascribed thereto in Article 2.2 of this Agreement;

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the State Commission, payable to the TSP as per MERC MYT Regulations;

"Transmission License" shall mean the license granted by the State Commission in terms of the relevant regulations for grant of such license issued under the Electricity Act;

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"Transmission Service" shall mean making the Project available as per the terms and conditions of this Agreement;

"Unscheduled Outage" shall mean an interruption resulting in reduction of the Availability of the Element(s) / Project (as the case may be) that is not a result of a Scheduled Outage or a Force Majeure Event.

"Ultimate Parent Company" shall mean an entity which owns at least twenty six percent (26%) equity in the Bidding Company or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and / or Financially Evaluated Entity (as the case may be) and such Bidding Company or Member of a Consortium, (as the case may be) and the Technically Evaluated Entity and / or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such entity;

1.2 Interpretation:

Save where the contrary is indicated, any reference in this Agreement to:

"Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;

"Rupee", **"Rupees"** and **"Rs."** shall denote lawful currency of India;

"crore" shall mean a reference to ten million (10,000,000) and a **"lakh"** shall mean a reference to one tenth of a million (1,00,000);

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the other company or corporation is a subsidiary;

"indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"person" shall have the meaning as defined in Section 2 (49) of the Act;

"subsidiary" of a company or corporation (the holding company) shall be construed as a reference to any company or corporation:

(i) which is controlled, directly or indirectly, by the holding company, or

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(ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(iii) which is a subsidiary of another subsidiary of the holding company,

for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"winding-up", **"dissolution"**, **"insolvency"**, or **"reorganization"** in the context of a company or corporation shall have the same meaning as defined in the Companies Act, 1956/ Companies Act, 2013 (as the case may be).

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.

1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

1.2.9 The contents of Schedule 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.

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ARTICLE: 2

2 EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

This Agreement shall be effective from later of the dates of the following events:

a. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement; and

b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of REC Power Development and Consultancy Limited in Jejuri Hinjewadi Power Transmission Limited along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement. And

c. The Agreement is executed and delivered by the Parties;

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.3 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate.

2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to STU or its successors or an agency as decided by the State Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.

2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3 3.2 or Article 3.3.4.

2.3 Conditions prior to the expiry of the Transmission License

2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the Transmission License, seeking the State Commission's approval for the extension of the term of the Transmission License up to the Expiry Date.

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2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Nodal Agency fully informed about the progress on its application for extension of the term of the Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations/ roles and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it effect the survival of any continuing obligations/ roles for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Articles 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 19 (Miscellaneous).

2.5 Applicability of the provisions of this Agreement

2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.

2.5.2 For the purposes of this Agreement for Intra-State transmission systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the Licensee) of this agreement shall supersede the corresponding provisions of MERC MYT Regulations.

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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 Jejuri Hinjewadi Power Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Jejuri Hinjewadi Power Transmission Limited, along with all its related assets and liabilities.

c. Execute this Agreement;

The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act.

The Selected Bidder, on behalf of the TSP, will provide to the Maharashtra State Transmission Utility (STU) (being the Nodal Agency) the Contract Performance Guarantee for an amount of Rs. 12.00 Crores (Rupees Twelve Crore Only).

3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Nodal Agency:

a. To obtain the Transmission License for the Project from the State

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Commission;

b. To obtain the order for adoption of Transmission Charges by the State Commission, as required under Section 63 of the Electricity Act 2003;

c. To submit to the Nodal Agency & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer & Nodal Agency in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;

d. To submit to the Nodal Agency & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

e. To submit to the Nodal Agency & Independent Engineer detailed specifications of conductor meeting the functional specifications specified in RFP;

f. To achieve Financial Closure;

g. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents; and

h. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed.

i. To sign the Agreement(s) required, if any, under MERC MYT Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

3.2.1 The Nodal Agency hereby accepts and acknowledges the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents.

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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 Maharashtra State Transmission Utility (STU) (being the Nodal Agency) additional Contract Performance Guarantee of Rupees One Crore Twenty Lakh (Rs. 1.20 Crore Only) within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Maharashtra State Transmission Utility (STU) (being the Nodal Agency) in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Maharashtra State Transmission Utility (STU) (being the Nodal Agency) shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

(i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof; or

(ii) the TSP furnishes additional Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

the Nodal Agency shall have the right to terminate this Agreement, by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Nodal Agency an amount of Rupees Rs. 12.00 Crores (Rupees Twelve Crore Only) only as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance

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Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any

It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.

3.3.6 The Nodal Agency, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

The TSP shall notify the Nodal Agency in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

ARTICLE: 4

4 DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

Subject to the terms and conditions of this Agreement, the TSP at its own cost and expense shall observe, comply with, perform, undertake and be responsible:

a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:

- the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
- Central Electricity Authority (Grid Standard) Regulations, 2010;
- Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

iv. Safety/ security Guidelines laid down by the Central Government and State Government;

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v. Prudent Utility Practices, relevant Indian Standards and the Law;

not later than the Scheduled COD as per Schedule 2 of this Agreement;

c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.

d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;

e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;

f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;

g. to provide to the Nodal Agency, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the Nodal Agency to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;

h. to comply with Ministry of Power order no. 25-11/6/2018 – PG dated 02.07.2020 as well as other Guidelines issued by Govt. of India pertaining to this;

i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. A-1/2021- FSC- Part(5) dated 16.11.2021 and No.: P45021/2/2017-PP (BEII)-Part-4 Vol.II dated 19.07.2024 issued by Ministry of Power for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

Also, to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-

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PPD(Pt.) dated 02.03.2021, OM No. F.7/10/2021-PPD dated 08.06.2021 and Order (Public Procurement No 4) bearing File No. F.7/10/2021- PPD dated 23.02.2023 as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

j. to submit to Nodal Agency information in the prescribed format [To be devised by Nodal Agency] for ensuring compliance to Article 4.1 i) above.

k. to comply with all its obligations undertaken in this Agreement.

4.2 Roles of the Nodal Agency in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, the Nodal Agency User shall be the holder and administrator of this Agreement and shall inter alia:

a. appoint an Independent Engineer within 90 days of the Effective Date

b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;

c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and

d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc

e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and

f. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;

b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

4.4.1 In the event that the TSP is unable to perform its obligations for the reasons solely attributable to the Nodal Agency, the Scheduled COD shall be extended, by a 'day to day' basis, subject to the provisions of Article 13.

4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5 Metering Arrangements:

4.5.1 The TSP shall comply with all the provisions of the IEGC/Grid Code and the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, with regard to the metering arrangements for the Project. The TSP shall fully cooperate with the CTU / STU / RLDC / SLDC and extend all necessary assistance in taking meter readings.

4.6 Interconnection Facilities:

4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Nodal Agency shall be responsible for coordinating to make available the Interconnection Facilities.

4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

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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 Nodal Agency such copy/ies of each Consents, Clearances and Permits, on demand. Nodal Agency shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project.

5.1.4 The TSP shall be responsible for:

(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP:

- For a Generation Pooling Substation shall not be beyond 3 Km radius of the location proposed by the BPC in their Survey Report.
- For Load Serving Substation within the scope of TSP shall not be beyond 5 Km radius of the location proposed by the BPC in their Survey Report.
- For an Intermediate Substation shall not be beyond 10 Km radius of the location proposed by

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the BPC in their Survey Report.

(b) final selection of Site including its geo-technical investigation;

(c) survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

(d) seeking access to the Site and other places where the Project is being executed, at its own risk and costs, including payment of any crop, tree compensation or any other compensation as may be required.

5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.

5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Nodal Agency liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the Nodal Agency & Independent Engineer, on a monthly basis, progress reports along with likely completion date of each Element with regard to the Project and its execution (in accordance with prescribed form). The Nodal Agency shall monitor the development of the Project for its timely completion for improving and augmenting the electricity system as a part of its statutory responsibility.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanship using sound engineering and construction practices, and using only materials and equipment that are new and manufactured as per the MQP and following approved FQP for erection, testing & commissioning and complying with Indian /International Standards such that, the useful life of the Project will be at least thirty five (35) years from the COD of the Project.

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The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipments/items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.

5.5.2 Nodal Agency & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.

5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.

5.5.4 The Independent Engineer shall monitor the following during construction of the Project:

a) Quality of equipments, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipments, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.

b) Progress in the activities specified in Condition Subsequent

c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements

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d) Progress of construction of substation and Transmission Lines

5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal Agency shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement.

The TSP shall retain at the Site and make available for inspection at all reasonable times, copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.

5.7 Supervision of work:

The TSP shall provide all necessary superintendence for execution of the Project and its supervisory personnel shall be available to provide full-time superintendence for execution of the Project. The TSP shall provide skilled personnel who are experienced in their respective fields.

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ Nodal Agency. However, such intimation by the Independent Engineer and/ Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or Nodal Agency may carry out random inspections during the

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Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the Nodal Agency this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

ARTICLE: 6

6 CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

6.1.1 The TSP shall give the RLDC(s)/ SLDC, CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency.

6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be), for reasonable cause, including non-availability of Interconnection Facilities as per Article 4.2, can defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1, if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of thirty (30) days. Further, the Scheduled COD would be extended as required, for all such deferments on "day to day" basis.

6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:

a. it has been completed in accordance with this Agreement and the Connection Agreement;

b. it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and

c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.

d. It has satisfactorily met all the testing requirements as per Articles 6.1.4

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6.1.4 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Independent Engineer appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.

Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.

6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, TSP shall be eligible for the Monthly Transmission Charges applicable for such Element

6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Nodal Agency)

6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the concerned agencies of the date of intention to connect the Element(s) of the Project, where such date is not before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, has continued for a period of more than three (3) continuous or non-continuous Months, the TSP shall, until

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the effects of the Direct Non Natural Force Majeure Event or of Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency no longer prevent the TSP from connecting the Element(s) of the Project, be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows:

a. In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.

b. In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, TSP is entitled for payment for debt service which is due under the Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.

c. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.

   Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per MERC MYT Regulations.

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6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not as penalty, without prejudice to any rights of the Nodal Agency, under the Agreement.

6.4.2 The TSP's maximum liability under this Article 6.4 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for and up to six (6) months of delay for the Element or the Project.

Provided that, in case of failure of the TSP to achieve COD of the Element of the Project even after the expiry of six (6) months from its Scheduled COD, the provisions of Article 13 shall apply.

6.4.3 The TSP shall make payment to the Nodal Agency, of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:

a. the date on which the applicable Element achieves COD; or

b. the date of termination of this Agreement.

The payment of such damages shall not relieve the TSP from its obligations to complete the Project or from any other obligation and liabilities under the Agreement.

6.4.4 If the TSP fails to pay the amount of liquidated damages to the Nodal Agency, within the said period of ten (10) days, the Nodal Agency, shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Nodal Agency, under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Nodal Agency, to encash the Contract Performance Guarantee is without prejudice to the other rights of the Nodal Agency, under this Agreement.

6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency, within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency, shall release the Contract Performance Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency, shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rs. 12.00 Crores (Rupees Twelve Crore Only), or (ii) termination of this Agreement by the Nodal Agency, as mentioned under Article 3.3.4 of this Agreement.

6.5.2 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Nodal Agency, under this Agreement.

ARTICLE: 7

7 OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the State Commission and CEA from time to time and provisions of the Act.

ARTICLE: 8

8 AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be 98%.

Payment of monthly Transmission charges based on actual availability will be calculated as per para 1.2 of Schedule 4 of this Agreement.

If the availability of any Element or the Project is below the Target Availability, for six consecutive months in a Contract Year, the Nodal Agency, may issue a show cause notice to the TSP, asking them to show cause as to why the Transmission Service Agreement be not terminated, and if no satisfactory cause is shown it may terminate the Agreement. If the Nodal Agency, is of the opinion that the transmission system is of critical importance, it may carry out or cause to carry the operation and maintenance of transmission system at the risk and cost of TSP.

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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 Nodal Agency, copies of certificates and policies of the Insurances, as and when the Nodal Agency, may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated only to the TSP. Nodal Agency, and/ or LTTSUs shall have no claim on such proceeds of the Insurance.

9.3.3 Subject to the requirements of the Lenders under the Financing

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Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

9.4 Effect on liability of the Nodal Agency/Long Term Transmission System User

9.4.1 The Nodal Agency and /or LTTSUs shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

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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 MERC MYT Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge:

The rebate and late payment surcharge shall be governed as per MERC MYT Regulations.

10.4 Disputed Bills, Default in payment by Long Term Transmission System Users & Annual Reconciliation:

Any Disputed Bill, Default in payment by Long Term Transmission System Users & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra

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ARTICLE: 11

11 FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

11.2.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

(a) **Natural Force Majeure Events:**

i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and

ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

(b) **Non-Natural Force Majeure Events:**

i. Direct Non–Natural Force Majeure Events

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- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or
- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

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a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;

b) Delay in the performance of any Contractors or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

d) Strikes or labour disturbance at the facilities of the Affected Party;

e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

f) Non-performance caused by, or connected with, the Affected Party's:

i. negligent or intentional acts, errors or omissions;

ii. failure to comply with an Indian Law; or

iii. breach of, or default under this Agreement or any Project Documents.

g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that, such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

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11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations/ roles under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations/ roles as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;

b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall

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provide the Nodal Agency's personnel with access to the Project to carry out such inspections.

e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

ARTICLE: 12

12 CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the State Commission, under which the Transmission License for the Project was granted if made applicable by such State Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

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12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Nodal Agency documentary proof of such increase / decrease in cost of the Project / revenue for establishing the impact of such Change in Law.

In cases where Change in Law results in decrease of cost and it comes to the notice of Nodal Agency that TSP has not informed Nodal Agency about such decrease in cost, Nodal Agency may initiate appropriate claim.

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.

12.3.2 The TSP shall also be obliged to serve a notice to the Nodal Agency even when it is beneficially affected by a Change in Law.

12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Nodal Agency after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

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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 Nodal Agency or a Force Majeure Event:

a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Nodal Agency in this regard;

b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Nodal Agency as per provisions of this Agreement;

c. If the TSP:

i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

Except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

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ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or

iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the State Commission as per the provisions of Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 as amended from time to time; or

e. Failure on the part of the TSP to comply with the provisions of Article 19.2 of this Agreement; or

f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Nodal Agency in this regard; or

g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98%, for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen (18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or

i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or

j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency; or

k. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and / or fails to pay the requisite price to the parties and / or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.

b. Following the issue of a Nodal Agency's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Nodal Agency.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years.

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13.3 Procedure for Nodal Agency's non-fulfilment of Role

a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Nodal Agency with a copy to the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency

b. Following the issue of a TSP's Preliminary Notice, the Consultation Period shall apply.

c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Nodal Agency including giving time extension to TSP, having regard to all the circumstances.

d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement.

13.4 Termination due to Force Majeure

13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.

13.4.2 In case of termination of this Agreement, the TSP shall provide to the Nodal Agency the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Nodal Agency within thirty (30) days of Termination Notice.

13.5 Termination or amendment due to non-requirement of any Element or Project during construction

13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP.

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13.5.2 Nodal Agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.

13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

13.6.1 The State Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.

ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold the Nodal Agency harmless against:

(a) any and all third party claims, actions, suits or proceedings against the Nodal Agency for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Nodal Agency; and

(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Nodal Agency from third party claims arising by reason of:

i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of the Nodal Agency, or

ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 The Nodal Agency shall in accordance with the Regulations framed by MERC in this regard indemnify, defend and hold the TSP harmless against:

(a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Nodal Agency of any of their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and

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(b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

i. any material breach by the Nodal Agency of any of its roles under this Agreement (provided that, this Article 14 shall not apply to such breaches by the Nodal Agency, for which specific remedies have been provided for under this Agreement), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or

ii. any of the representations and warranties of the Nodal Agency under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

(a) The TSP shall, subject to the Nodal Agency's compliance with Article 14.2.1 (b), indemnify and hold harmless the Nodal Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Nodal Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with any other equipment, plant or materials not supplied by the TSP, pursuant to the Agreement.

(b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.

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(c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after receipt of such notice from the Nodal Agency under Article 14.2.1(b) above, that it intends to attend any such proceedings or claim, then the Nodal Agency shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Nodal Agency within the twenty eight (28) days period, the Nodal Agency shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

(d) The Nodal Agency shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

14.2.2

a. The Nodal Agency, in accordance with the Regulations framed by MERC in this regard subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

b. If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Nodal Agency a notice thereof, and the Nodal Agency shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Nodal Agency shall promptly notify the TSP of all actions taken in such proceedings or claims.

c. If the Nodal Agency fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Nodal Agency. Unless the Nodal Agency has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

d. The TSP shall, at the Nodal Agency's request, afford all available assistance to the Nodal Agency in attending to such proceedings or claim, and shall be reimbursed by the Nodal Agency for all reasonable expenses incurred in so doing.

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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. 0.80 Crore (Rupees Eighty Lakh Only).

14.4 Procedure for claiming indemnity

14.4.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Articles 14.1 or 14.2 the Indemnified Party shall promptly notify the Indemnifying Party of such claim, proceeding, action or suit referred to in Articles 14.1 or 14.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and

ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Nodal Agency nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Nodal Agency, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Nodal Agency shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of
the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of the Nodal Agency, or any Affiliate of the Nodal Agency or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

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ARTICLE: 15

15 ASSIGNMENTS AND CHARGES

15.1 Assignments:

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 15.3.

15.2 Permitted Charges:

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, or the Project Assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

i. the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements and agreed in writing to the provisions of this Agreement; and

ii. any encumbrance granted by the TSP in accordance with this Article 15.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the TSP to release from such encumbrances upon payment by the TSP to the Lenders of all amounts due under the Financing Agreements.

15.2.3 Article 15.2.1 does not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;

b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or

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c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP developing and operating the Project.

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Nodal Agency.

15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the State Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 as amended from time to time;

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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 Maharashtra.

16.2 Amicable Settlement:

16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:

(i) a description of the Dispute;

(ii) the grounds for such Dispute; and

(iii) all written material in support of its claim.

16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:

(i) counter-claim and defences, if any, regarding the Dispute; and

(ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the MERC.

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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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110003
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ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1.1 **Representation and warranties of the Nodal Agency**

17.1.2 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and authority to execute and consummate this Agreement;

b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it, in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

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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 Nodal Agency shall appoint an agency/ company as Independent Engineer as per framework provided in the Guidelines for Encouraging Competition in Development of Transmission Projects for selection of Independent Engineer.

18.2 Roles and functions of Independent Engineer

The role and functions of the Independent Engineer shall include the following:

a. Progress Monitoring as required under this Agreement;

b. Ensuring Quality as required under this Agreement;

c. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness during construction phase;

d. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation during construction phase;

e. determining, as required under the Agreement, the valuation of the Project Assets.

f. Assisting the Parties in resolution of Disputes and

g. Undertaking all other duties and functions in accordance with the Agreement.

18.3 Remuneration of Independent Engineer

The fee and charges of the Independent Engineer shall be paid by the Nodal Agency as per terms & conditions of appointment.

18.4 Termination of appointment

18.4.1 The Nodal Agency may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer.

18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it

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may make a written representation to the Nodal Agency and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Nodal Agency shall hold a tripartite meeting with the TSP and Independent Engineer for an amicable resolution, and the decision of Nodal Agency is final. In the event that the appointment of the Independent Engineer is terminated hereunder, the Nodal Agency shall appoint forthwith another Independent Engineer.

18.5 Authorised signatories

The Nodal Agency shall require the Independent Engineer to designate and notify to the Nodal Agency up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

ARTICLE: 19

19 MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of Jejuri Hinjewadi Power Transmission limited shall not be less than Fifty one percent (51%) up to a period of one(1) year after COD of the Project.

Provided that, in case the Lead Member or Bidding Company is holding equity through Affiliate/s, Ultimate Parent Company or Parent Company, such restriction as specified above shall apply to such entities.

Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

19.1.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.1.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in Jejuri Hinjewadi Power Transmission limited to another Affiliate or to the Parent Company / Ultimate Parent Company of the Selected Bidder. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company of the Selected Bidder.

19.1.3 Subject to Article 19.1.1, all transfer(s) of shareholding of Jejuri Hinjewadi Power Transmission limited by any of the entities referred to in Article 19.1.1 and 19.1.2 above, shall be after prior written intimation to the Nodal Agency.

19.1.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in Jejuri Hinjewadi Power Transmission limited shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in Jejuri Hinjewadi Power Transmission limited then holding of Selected Bidder A in Jejuri Hinjewadi Power Transmission limited shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in Jejuri Hinjewadi Power Transmission limited, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Jejuri Hinjewadi Power Transmission limited shall be fifteen percent (15%), (i.e., 30% x 50%)

19.1.5 The provisions as contained in this Article 19.1 shall override the terms of the consortium agreement submitted as part of the Bid.

19.1.6 The TSP shall be responsible to report to Nodal Agency, within thirty (30) days from the occurrence of any event
that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Nodal Agency would reserve the right to ascertain the equity holding structure and to call for all such required documents / information / clarifications as may be required.

19.2 Commitment of maintaining Qualification Requirement

19.2.1 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements, as stipulated in RFP Document, till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project.

19.2.2 Failure to comply with the aforesaid provisions shall be dealt in the same manner as TSP's Event of Default as under Article 13 of this Agreement.

19.3 Language:

19.3.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

19.3.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents

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shall prevail in matters of interpretation.

19.4 Affirmation

The TSP and the Nodal Agency, each affirm that:

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Nodal Agency hereby undertake not to engage in any similar acts during the Term of Agreement.

19.5 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

19.7 Breach of Obligations/ Roles

The Parties acknowledge that a breach of any of the obligations/ roles contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting Party in each case specified under this Agreement.

19.8 Restriction of Shareholders / Owners Liability

19.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

19.8.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.9 Taxes and Duties:

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19.9.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.

19.9.2 The Nodal Agency shall be indemnified and held harmless by the TSP against any claims that may be made against the Nodal Agency in relation to the matters set out in Article 19.9.1.

19.9.3 The Nodal Agency shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Nodal Agency on behalf of TSP or its personnel, provided the TSP has consented in writing to the Nodal Agency for such work, for which consent shall not be unreasonably withheld.

19.10 No Consequential or Indirect Losses

The liability of the TSP shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Nodal Agency or the TSP claim from one another any indirect or consequential losses or damages.

19.11 Discretion:

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

19.12 Confidentiality

19.12.1 The Parties undertake to hold in confidence this Agreement and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law,

without the prior written consent of the other Parties.

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Provided that, the TSP agrees and acknowledges that the Nodal Agency, may, at any time, disclose the terms and conditions of the Agreement and the RFP Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

19.13 Order of priority in application:

Save as provided in Article 2.5, in case of inconsistencies between the terms and conditions stipulated in Transmission License issued by the State Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;
- applicable Law, rules and regulations framed thereunder;
- this Agreement.

19.14 Independent Entity:

19.14.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

19.14.2 Subject to the provisions of the Agreement, the TSP shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the TSP or Contractors engaged by the TSP in connection with the performance of the Agreement shall be under the complete control of the TSP and shall not be deemed to be employees, representatives, Contractors of the Nodal Agency and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create any contractual relationship between any such employees, representatives or Contractors and the Nodal Agency

19.15 Amendments:

19.15.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

19.16 Waiver:

19.16.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

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19.16.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

19.17 Relationship of the Parties:

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.18 Entirety:

19.18.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

19.18.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Nodal Agency by the TSP shall stand superseded and abrogated.

19.19 Notices:

19.19.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language

19.19.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address	:	The Tata Power Company Limited, Dhalari Receiving Station, Near Analine Industrial Estate, Matunga, Mumbai 400 019
Attention	:	Mr. Sandeep M. Mahabale
Email	:	Smmahabale@tatapower.com
Fax. No.	:	
Telephone No.	:	020 - 67172709

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19.19.3 If to the Nodal Agency, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

i)Maharashtra STU

Address	:	Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-9, E-Block, BKC Complex, Bandra (E), Mumbai - 40051
Attention		Chief Engineer, STU
Email	:	
Fax. No.	:	
Telephone No.	:	

19.19.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

19.19.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

19.20 Fraudulent and Corrupt Practices

19.20.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Nodal Agency shall forfeit the Contract Performance Guarantee of the TSP, without prejudice to any other right or remedy that may be available to the Nodal Agency hereunder or subsistence otherwise.

19.20.2 Without prejudice to the rights of the Nodal Agency under Clause 19.20.1 hereinabove and the rights and remedies which the Nodal Agency may have under this Agreement, if a TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

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practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI), the Nodal Agency may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP & its Affiliates shall not be eligible to participate in any tender or RFP issued by any BPC for an indefinite period from the date such TSP is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

19.20.3 For the purposes of this Clause 19.20, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the RFP Project Documents or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the RFP Project Documents, as the case may be, any person in respect of any matter relating to the Project or the LoI or the RFP Project Documents, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

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19.21 Compliance with Law:

Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE SET FORTH ABOVE.

1. For and on behalf of TSP

.....

[Signature, Name, Designation and Address]

Jejuri Hinjewadi Power Transmission Limited New Delhi 110003

2. For and on behalf of Maharashtra State Transmission Utility (STU) (being the Nodal Agency)

.....

Peeyush. S. Sharma
CE, STU, Prakashgarga, BKC Mumbai

[Signature, Name, Designation and Address]

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WITNESSES:

1. For and on behalf of

: BPC

Pavan Kumar
..... [Signature]

BALTHU PAVAN KUMAR
Officer (Engg)
.....

[Insert Name, Designation and Address of the Witness]

2. For and on behalf of

: Maharashtra State Transmission Utility (STU)
(being the Nodal Agency)

C.R. Phawale
..... [Signature]

Superintending Engineer. STU-TBCB
.....

[Insert Name, Designation and Address of the Witness]

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SCHEDULES

Schedule: 1

Project Description and Scope of Project

Scope of the Project:

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each) • 400kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS)* • 400kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)**	24 Months

Note:

**Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed.*

*** space is available at 400 kV Hinjewadi substation for 4 indoor GIS bays in existing 400 kV GIS hall*

Project Description

The scheme is proposed to create additional source point to Mumbai and address loading constraints of 400/220 kV Boisar (PG) ICTs in case of unavailability of embedded generation of Mumbai.

The Scheme will enhance power transmission capacity, improve reliability of State's Power Transmission Infrastructure in Mumbai Metropolitan Region.

The subject Transmission system was deliberated and approved in the 6th meeting of the Empowered Committee held on 03.01.2025. Govt. of Maharashtra vide Gazette notification dated 12.02.2025 has appointed M/s. RECPDCL as BPC for implementation of the subject InSTS scheme through TBCB route.

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SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time. Other CEA Regulations/ guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

A.1.0 Selection of tower type shall be made as per CEA Regulations, however, in case lattice type towers are used, the following shall also be applicable:

A.2.0 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.

A.3.0 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows: -

Solidity Ratio	Drag Coefficient
Up to 0.05	3.6
0.1	3.4
0.2	2.9
0.3	2.5
0.4	2.2
0.5 and above	2.0

A.4.0 Transmission Service Provider (TSP) shall adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

A.5.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of High Intensity Winds (HIW) due to thunderstorms, dust storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line. Further, for transmission line sections passing within a distance of 50 km from the boundary of two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.

A.6.0 Selection of reliability level for design of tower shall be as per CEA Regulation (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

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A.7.0 A) Under crossing of the existing transmission line of same Voltage shall not be allowed. In the case where it is inevitable to under-cross the existing transmission line then TSP shall seek prior approval from Chief Electrical Inspector, CEA with detailed study ensuring that all statutory electrical clearances and Electric Field limit of 10 kV/m at 1 m and 1.8 m from ground level is not violated. For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

B) For power line crossing of 400 kV or above voltage level, large angle and dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.

C) For power line crossing of 132 kV and 220 kV (or 230 kV) voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

D) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.

E) For crossing of railway tracks, national highways and state highways, the rules/ regulations of appropriate authorities shall be followed.

A.8.0 The relevant conductor configuration shall be as follows: -

Basic Parameters:

Transmission Line	ACSR Conductor specified	Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
400 kV D/C (Quad Bundled) Transmission Lines	**Zebra: Stranding** 54/3.53 mm-Al + 7/3.53 mm-Steel, 31.77 mm2 diameter, 528.5 mm2 Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55 mm, 31.95mm Diameter, 604 mm2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 Minimum UTS: 159.80 kN	**Stranding details:** 61/3.31 mm 29.79 mm diameter; 525 mm2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm

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Note:

1. **To select any size above the minimum, the sizes mentioned in the Indian standard IS-398 (part-6) shall be followed.*
2. *The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C.*

A.9.0 The required phase to phase spacing and horizontal spacing for 400 kV line shall be governed by the tower design as well as minimum live metal clearances for each voltage level respectively under different insulator swing angles. All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS: 5613.However, the phase to phase spacing for 400 kV line shall not be less than 8 m.

A.10.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered:

For 400 kV line:

a) (i) Under stationary conditions

From tower body: 3.05 m

(ii) Under swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (22°)	3.05 m
b) Swing angle (44°)	1.86 m

b) Minimum ground clearance for 400 kV line: 8.84 m

c) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0 m

A.11.0 Shielding angle shall not exceed 20 deg for 400 kV D/C transmission line.

A.12.0 The Fault current for design of line shall be 63 kA for 1 sec for 400 kV.

A.13.0 In case of 400 kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of Galvanized Stranded Steel (GSS) or Aluminum Alloy Conductor Steel Reinforced (AACSR) conductor type or any other suitable conductor type depending upon span length and other technical consideration.

A.14.0 Each tower shall be earthed such that tower footing impedance does not

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exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 km distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.15.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth and anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.

A.16.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and other protected species. Bird diverters, wherever required, shall be provided on the line. In order to optimize the route, use of GATISHAKTI platform shall also be made.

A.17.0 Wherever, transmission lines are passing through cyclone prone areas i.e., areas up to 60 km from coast following shall also be applicable:

a) Terrain category-I, with terrain roughness factor (K2) of 1.08 shall be considered for tower design for exposed open terrain with few or no obstruction, which also includes open sea coasts, open stretch of water, desert and flat treeless plains.

b) Importance factor for cyclonic region (K4) of 1.3 shall be considered for tower design.

c) The number of consecutive spans between the section points/ angle point shall not exceed 10 spans or 3 km instead of conventional practice of 15 spans or 5 km, in order to reduce the failure of such towers in coastal areas due to cascading effect. The section shall be terminated with tension tower/ angle tower and angle of deviation should be based on the site requirement.

A.18.0 Wherever, transmission lines are passing through cyclone prone areas (i.e. areas up to 60 km from coast)/ creek regions/ aggressive soil areas following shall also be applicable:

a) The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 g/m^2 of surface area except for plates and sections below 5 mm which shall have a minimum overall zinc coating of 610 g/m^2 of surface area. The average zinc coating for all sections and plates 5 mm and above shall be maintained as 127 microns and that for plates and sections below 5 mm shall be maintained as 87 microns.

b) Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade conforming to IS 456 with potable water can be used at locations where

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transportation of ready-mix concrete is not feasible. Minimum cement content in any case shall not be less than 330 kg/m^3.

c) The surface of the reinforced steel shall be treated with epoxy-based coating to enhance corrosion performance of foundation. Use of epoxy coated reinforcement in foundation shall be as per IS 13620. In addition, two (2) coats of bituminous painting of minimum 1.6 kg/m^2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat 20 mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300 mm below ground level to give protection to concrete surface from environmental and saline effect.

e) Before coping of chimney top portion, three coats of anti-corrosive paint of minimum 30-35 microns dry film thickness each shall be applied on the stub in the 50 mm coping portion as well as up to 350 mm above CL portion.

A.19.0 The raised chimney foundation is to be provided in areas prone to flooding/water stagnation like paddy field /agricultural field and undulated areas to avoid direct contact of water with steel part of tower. The top of the chimney of foundation should be at least above HFL (High Flood Level) or the historical water stagnation/ logging level (based on locally available data) or above High Tide Level or 500 mm above Natural Ground level (whichever is higher).

A.20.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level, which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to Maharashtra (STU) and BPC by the TSP.

A.21.0 The TSP shall abide by the Guidelines of CEA w.r.t. shifting of transmission lines for NHAI projects and other projects.

A.22.0 Safety precautions in regards to gas/oil pipelines in vicinity of Transmission lines shall be taken in coordination with gas/ petroleum authorities.

A.23.0 The switching impulse withstand voltage (wet) for 400kV line shall be 1050 kVp. Lightning impulse withstand voltage (dry) for 400kV line shall be 1550 kVp.

A.24.0 The stringing of the transmission line in forest area shall be carried out through drone.

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A.25.0 RoW width and Span in different terrain shall be as per Schedule VII of CEA (Technical Standards for Construction of Electrical plants and Electric Lines) Regulations 2022 and RoW guidelines issued vide CEA-PS-14-86/2/2019-PSETD Division dated 24.09.2024.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

Extension of 400 kV Jejuri and 400 kV Hinjewadi substation shall be Gas Insulated Switchgear (GIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time, and to be connected with the existing 400 kV Jejuri and 400 kV Hinjewadi substation (AIS) through GIS duct in coordination with the substation owner.

Other CEA Regulations/guidelines as amended up to date and MoP guidelines, as applicable, shall also be followed.

B.1.0 Salient features of Substation Equipment and Facilities

The design and specification of substation equipment are to be governed by the following factors:

B.1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl. No.	Description of parameters	
		400 kV System
1.	System operating voltage	400 kV
2.	Maximum voltage of the system (rms)	420 kV
3.	Rated frequency	50 Hz
4.	No. of phases	3
5.	Rated Insulation levels	
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) for Equipment other than Transformer and reactor for Insulator String	1425 kVp 1550 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050 kVp
iii)	One minute power frequency dry withstand voltage (rms)	650 kV
6.	Corona extinction voltage	320 kV
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volt at 266 kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31 mm/kV)

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Sl. No.	Description of parameters	
		400 kV System
9.	Minimum creepage distance for switchyard equipment	13020 mm (31 mm/ kV)
10.	Max. fault current	63 kA
11.	Duration of fault	1 sec

B.1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	400 kV side
400 Jejuri end Line Bays S/s (GIS)	One and Half Breaker
400 kV Hinjewadi end Line Bays S/s (GIS)	Two Bus System

Notes: -

i) For one and half breaker switching scheme, any double circuit line consisting of two numbers of feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.

B.2.0 Substation Equipment and facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the following capacity.

Sl. No	Description of bay	
		400 kV
1.	Bus Bar	4000 A
2.	Line bay	3150 A

B.2.1 Circuit Breakers (GIS)

GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms (milli second) for 400 kV. The rated break time shall not exceed 60 ms for 220 kV. Circuit breakers shall be suitable for single phase and three phase auto reclosing. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies for greater reliability. The Circuit breakers controlling 400 kV lines wherever required shall be provided with pre-insertion closing resistor of about 400 ohms

with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km. The short line fault capacity shall be the same as the rated capacity and this is proposed to be achieved without use of opening resistors. Controlled switching device shall be provided in the Circuit Breaker of the switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers for 400 kV and above voltage class.

B.2.2 Isolators (GIS)

The isolators shall comply to IEC 62271-102 in general. Earth switches shall be provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All isolators and earth switches shall be motor operated type.

The isolator shall be of extended mechanical endurance class-M2 and suitable for Bus Transfer Current Switching duty as per IEC standards. High speed earthing switches shall be provided for grounding purposes at overhead line terminations and cable terminations and shall have fault making capability as specified. Earth switch for line isolator shall be of earthing switch class E1 and shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

B.2.3 Current Transformers (GIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering) whereas; CT in Tie bays shall have six cores (four for protections and two for metering) suitably distributed on both sides of CB (for 400 kV and above voltage class). 220 kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. The accuracy class for protection core shall be PX and for the metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 20 VA for metering core) for better sensitivity and accuracy.

The instrument security factor shall be less than 5 for CTs up to 400 kV voltage class.

B.2.4 Voltage Transformer (GIS)

The voltage transformers shall conform to IEC-61869. Voltage transformers shall be of electromagnetic type with SF_6 gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type,

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nonresistant and shall be contained in their own-SF6 compartment, separated from other parts of installation. The voltage transformer shall be effectively shielded against high frequency electromagnetic transients. The voltage transformer shall have three secondary windings out of which two shall be used for protection and one for metering. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for protection cores shall be 3P. The accuracy of 0.2 on metering core should be maintained throughout the entire burden range on all the three windings without any adjustments during operation. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.5 Surge Arresters (GIS) (if applicable)

624 kV Station High (SH) duty, 336 kV Station High (SH) and 216 kV Station Medium (SM)duty gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/ kV , 12 kJ/ kVand 7kJ/kV respectively shall be provided for 800 kV, 420 kV and 245 kV system respectively conforming to IEC 60099-4 in general. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers and Reactors so as to achieve proper insulation coordination. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.6 SF_6 to Air Bushing

Outdoor bushings, for the connection of conventional external conductors to the SF_6 metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC-60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/ kV. SF_6 to air Bushing shall be of Polymer/ composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic conditions. The electrical and mechanical characteristics of bushings shall be in accordance with IEC-60137. Polymer/composite insulator shall be seamless sheath of silicon rubber compound. The housing and weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicon composite insulators shall comply with the requirements of IEC 61462 and the relevant parts of IEC- 62217.

B.2.7 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the

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equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

400 kV lines shall have Main-I numerical five zone distance protection scheme with carrier aided inter-tripping feature. 400 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware and manufacturing platform or different principle of operation.

However, Line Current Differential relay (with back up distance protection feature) as Main–I and Main-II shall be considered at both ends for short lines (line length below 30 km) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power and control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

Further, all 400 kV lines shall be provided with single and three phase auto- reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 400 kV lines shall also be provided with two stages over standalone voltage protection. Over voltage protection and distance to fault locator may be provided as in-built feature of Main-I and Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 400 kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Auto Transformer Protection

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These shall have the following protections:

i) Numerical Differential protection

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up Over-current and earth fault protection on HV and IV side

iv) Numerical Over fluxing protection on HV and IV side

v) Numerical Overload alarm

Further, Numerical Back-up Over-current and earth fault protection on HV and IV side of autotransformer shall not be combined with other protective functions in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, Magnetic oil Gauge (MOG) with low oil level alarm, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker and isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control and protection IEDs to be provided for autotransformer.

c) 400 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential protection.

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Buchholz relay, Magnetic Oil Gauge (MOG) with low oil level alarm, protection against oil and winding temperatures and pressure relief device, etc.

d) Bus bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400 kV and 220kV. Duplicated bus bar protection of different make shall be envisaged for 400 kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for eachbus and incorporate

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necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

The scheme shall have complete bus bar protection for present as well as envisaged future bays i.e. input / output modules for future bays for the bus sections under present scope and PUs shall be provided by the respective bay owners.

In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back up Protection

This shall be provided for each 400 kV and 220kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

1. *LBB and REF relays shall be provided separately from transformer differential relay.*
2. *LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).*
3. *Over fluxing* and *overload protection can be provided as built-in feature of differential relay.*
4. *In 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.8 Substation Automation System

(a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation system, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level kV and above. All bay control units as well as protection units are normally connected through an Optical fibre high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the Relay Control Room.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in Substation Automation System.

At new substations, the Substation Automation System (SAS) shall be suitable for operation and monitoring of the complete substation including proposed future bays/elements.

In existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway and modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement and shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation. Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs. Any augmentation work at RLDC/SLDC is excluded from TSP's scope. However, all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

(b) Time synchronization equipment

Time synchronization equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS and IEDs etc.

B.3.0 Substation Support facilities

Certain facilities required for operation and maintenance of substations as described below shall be provided at new substation. In existing substation, these facilities have already been provided and would be extended/ augmented as per requirement.

B.3.1 AC and DC power supplies

For catering the requirements of three phase and single phase AC supply and DC supply for various substation equipment (for present and future scope), the following arrangement is envisaged:-

(i) For LT Supply at each new Substation, two (2) Nos. of LT Transformers (minimum 800 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of 400/220 kV Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by Maharashtra STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 400/33 kV Transformer by local SEB/DISCOM for energy accounting.

(ii) 2 sets of 220 V battery banks for control and protection and 2 sets of 48 V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger.

At new substation, sizing of 220 V battery and battery charger shall be done based on the number of bays specified (including future bays) as per CEA Regulations and relevant IS. 2 sets of 48 V battery banks for PLCC and communication equipment for present and future scope shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if required. 48 V DC can be achieved from 220 V DC battery bank using adapter, if so desired by TSP, without compromising backup time.

(iii) Suitable AC and DC distribution boards and associated LT Switchgear shall be provided at new substation.

(iv) For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

(a) 415 V Main Switch board – 1 No.
(b) AC distribution board – 1 No.
(c) Main lighting distribution board – 1 No.
(d) Emergency lighting distribution board – 1 No.
(e) 220 Volt DC distribution board – 2 Nos.
(f) 48 Volt DC distribution board – 2 Nos.

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Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have modules for all the feeders (including future as specified).

(v) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV) shall be provided for emergency applications.

(vi) For substation extensions, existing facilities shall be augmented as required.

B.3.2 Fire Fighting System

Fire-fighting system for substation including transformer and reactor shall conform to CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 as amendment time to time.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

Optical Beam type heat detection for GIS hall fire protection system shall be provided for all the GIS halls.

At existing substations, the fire-fighting systems, as available, shall be augmented/ extended to meet the additional requirements.

B.3.3 Oil evacuating, filtering, testing and filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

Online Transformer Oil Drying Out System shall be provided in line with the provisions of Standard Specification and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class) as amended up to date available on CEA website.

B.3.4 Illumination

Normal and emergency AC and DC illumination shall be provided adequately in the control room and other buildings of the substation. The switchyard shall also be provided with adequate illumination.

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Lighting of the entire control room building, fire-fighting pump house, other building (if any) and switchyard shall be done by LED based low power consumption luminaries.

B.3.5 Control Room

For new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC and DC distribution boards, DC batteries and associated battery chargers, Fire Protection panels, Telecommunication panels and other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from control room for all the future bays also.
At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

B.3.6 GIS hall

The Gas Insulated Switchgear (GIS) of each voltage level along with other associated equipment shall be housed inside **separate** GIS **Hall**. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels, panels for tele-communication system etc. are to be placed in a separate room in the GIS building. The size of the room shall be such that all the panels for the bays under present scope shall be accommodated. The panel room shall be air-conditioned. Further, the temperature of the room shall be monitored through substation automation system by providing necessary temperature transducers. Ventilation system of suitable capacity shall be provided for each GIS hall.
One EOT Crane of suitable capacity for erection and Maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room shall be provided in each GIS hall. The crane shall be capable of fulfilling all special requirements for erection and maintenance of GIS equipment. The capacity of the crane shall be sized to lift the heaviest GIS switchgear component.
For extension of existing GIS, existing facilities shall be suitably augmented/ extended for GIS equipment under present scope.

B.3.7 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

B.3.8 Visual monitoring system (VMS) for watch and ward of substation premises:

Visual monitoring system for effective watch and ward of substation premises shall cover all the transformers and reactors, all other major AIS Equipment (such as

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CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high-definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4.0 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400 kV future lines) wherever applicable.

b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.

c) TSP has to arrange for construction power and water on its own.

d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m^2. However, for coastal/creek regions it shall be at least 900 g/m^2.

e) In Futu400 kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie and Future Bay shall be designed considering the current rating of line bay i.e. 3150 A.

f) Boundary wall shall be brick masonry wall with RCC frame or Stone masonry wall or Precast RCC wall under present scope along the property line of complete substation area including future switchyard area to prevent encroachment and unauthorized access. Minimum height of the boundary

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wall shall be of 1.8 m from finished ground level (FGL.

g) All electrical equipment shall be installed above Highest Flood Level and where such equipment is not possible to be installed above Highest Flood Level, it shall be ensured that there is no seepage or leakage or logging of water.

h) As per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022/CEA Manual on Transmissions Planning criteria 2023, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 km. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

B.5.0 EXTENSION OF EXISTING SUBSTATION

The following drawings/details of existing substation are attached with the RfP documents for further engineering by the bidder.

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	**400 kV Jejuri substation**		
1.0	Single Line Diagram	Available drawings are enclosed at **Appendix A.**	
2.0	General Arrangement		
3.0	Earthmat Layout		
4.0	Visual Monitoring System		
5.0	Bus Bar Protection		
6.0	Substation Automation System (SAS)		
B.	**400 kV Hinjewadi substation**		
1.0	Single Line Diagram	-	
2.0	General Arrangement		
3.0	Earthmat Layout		
4.0	Visual Monitoring System		
5.0	Bus Bar Protection		
6.0	Substation Automation System (SAS)		

Note: The existing drawings provided above and in subsequent amendments to the RfP are as received from the developer of existing substation and provided only for reference. Bidders shall follow the RfP for scope of work. Actual site conditions may be different due to other schemes being executed or subsequent revisions by the developer. Thus, Bidders are advised to visit the substation sites and acquaint themselves with the actual site conditions, layout,

topography, infrastructure such as the requirement of roads, cable trench, drainage, boundary etc. and also the design philosophy.

LOCATION DETAILS OF EXISTING / PLANNED SUBSTATIONS

a) **400 kV Jejuri substation:** Latitude 18.282061, Longitude 74.139385
b) **400 kV Hinjewadi substation:** Latitude 18.597394, Longitude 73.691027

Note: *The above coordinates/location of substation indicated is approximate in the substation area. Exact coordinates for the corresponding bays/gantry for termination of the respective line may be verified and finalized in coordination with actual site.*

Details with respect to existing 400 kV Jejuri substation and 400 kV Hinjewadi substation

Sr. No.	Particulars	400kV JEJURI	400kV HINJEWADI
1.	Availability of space & cost of land (if any) for construction of bays along with detailed terms & conditions for providing space for construction of line bays at the substation.	Space is available at 400 kV Jejuri substation for indoor GIS bays to be constructed	400 kV Hinjewadi substation space is available for 4 indoor GIS bays in existing 400 kV GIS hall
2.	Co-ordinates of land identified for construction of bays.	Latitude:18.282061, Longitude:74.139385	Latitude:18.597394 Longitude: 73.691027
3.	Whether spare capacity available in LT transformer to provide supply required for bays.	Yes	Yes
4.	Whether spare feeders are available in the ACDB & DCDB if not, then panels are required to be provided by the developer and in such case, please intimate the availability of spaces for installation of these panels.	ACDB & DCDB required for upcoming bays	ACDB & DCDB required for upcoming bays
5.	Whether there is need to provide additional battery bank or the existing battery	Battery set are installed and additional battery set	Additional battery set is required

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Sr. No.	Particulars	400kV JEJURI	400kV HINJEWADI
	bank will be sufficient for operation of upcoming bays. In case of additional battery bank installation, please intimate availability of space for installation of battery banks/panels.	is not required	
6.	Availability of bus bar protection for upcoming bays.	Existing 400 kV Bus bar protection is a distributed numerical busbar of ZIV make. For upcoming bays one peripheral unit for each bay will be required & their integration with central unit.	Existing 400 kV Bus bar protection is a distributed numerical busbar of ZIV make. For upcoming bays one peripheral unit for each bay will be required & their integration with central unit.
7.	The existing fire hydrant system shall be extended for bay extension or developer shall install a new firefighting system for the upcoming bays.	New firefighting system required for upcoming bays	New firefighting system required for upcoming bays
8.	Whether construction water & power will be provided free of cost to the TSP for construction of bays.	Being existing Substation, MSETCL will provide the same.	Being existing Substation, MSETCL will provide the same.

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SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

The communication requirement shall be in accordance to CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020, CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022, CERC (Communication System for inter-State transmission of electricity) Regulations, 2017, CEA (Cyber Security in Power Sector) Guidelines, 2021 and CERC Guidelines on "Interface Requirements" 2024 all above documents as amended from time to time.

The complete InSTS communication system commissioned by TSP under the RFP shall be the asset of InSTS and shall be available for usage of InSTS requirements as suggested by STU from time to time.

The communication services viz. SCADA, VoIP, PMU, AGC & AMR (wherever applicable) have been identified as critical services and therefore shall be provisioned with 2+2 redundancy i.e. 2 channels for Main Control Centre and 2 channels for Backup Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation.

PMU to PDC communication (wherever required) shall be through 2 channels to the PDC (main) as there is no backup PDC at present.

Accordingly, all the hardware for communication services of station as stated above shall support dual redundancy for data transmission of station to respective main and backup RLDCs.

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall provide the following:

C.1.0 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi

(I) On Jejuri (existing) to 400 kV Hinjewadi 400 kV D/C line, TSP shall supply, install and commission One (1) no. OPGW cable containing 48 Fibres (48F) on one E/W peak and conventional earth wire on other E/W peak.

(II) The TSP shall install this OPGW from gantry of Jejuri up to the gantry of Hinjewadi with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at end Substations.

(III) Maintenance of OPGW Cable and OPGW Hardware shall be the responsibility of TSP.

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C.2.0 Specific Requirement for Phasor Measurement Units (PMUs)

TSP shall supply, install & commission required no. of Phasor Measurement Units (PMUs) PMUs at all the locations under the scope of TSP under this RFP as per CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 (alongwith all amendments if any), and all the applicable Regulations, Standards, Guidelines issued time to time. The signal list shall be as per the Annexure-I Part-B of CERC Guidelines on "Interface Requirements" These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room of respective substations/ generating stations with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation/ generating stations for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. Configuration work in existing PDC at RLDC for new PMU integration shall be done by respective RLDC, however all the necessary support in this regard shall be ensured by TSP. The maintenance of all the PMUs and associated equipment shall be the responsibility of TSP.

Note: Existing Station owner/s to provide necessary support to integrate different equipment & applications of new extended bays with the existing substation e.g. Communication (through FOTE), Voice etc. for smooth operation and monitoring of new added grid elements.

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Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2 NGFW one in Main & another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE & SAS gateway/s at the substation. All ethernet based applications shall be terminated in the firewall ports directly (e.g. PMU, AMR, VOIP, SAS/SCADA etc.). Each port of firewall shall work as a separate zone. Firewall shall be hardware based with features of Block/Allow/drop and IPSec VPN (network encryption).

The number of ports/interfaces in each firewall (i.e. Main & Standby) shall be minimum 16 nos. TSP shall provide either single firewall or multiple firewalls to meet this interfaces requirement, each for main as well as standby firewall. Minimum throughput of firewall shall be 300 Mbps.

The Firewall shall be managed/ configured as standalone at present and shall also have compatibility to manage/configure through Centralized Management Console (CMC) remotely in future.

Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. Further, the OEM must certify that it conforms to Secure Product Development Life Cycle requirements as per IEC62443-4-1. The firewall shall generate reports for NERC-CIP Compliance.

The specifications for the firewalls are given at **Annexure-F.2** and schematic diagram showing firewall placement given at **Figure F.2**.

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Annexure F.2

Specifications of Next Generation Firewall (NGFW)

1. NGFW shall have following features including but not limited to:
   Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) & Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) & Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti- Spyware, Man In The Middle (MITM) attack prevention.

2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP & UDP packets. It shall have the provision to define application control list based on application group and/or list.
3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching

4. Firewall shall have Management Console port to configure remotely.

5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.

7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.

8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux & Mac.

9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.

10. Firewall shall have logging facility as per standard logs/events format. Firewall shall have features to export the generated/stored logs/events in csv (Comma Separated Value) and also any other standard formats for offline usage, analysis and compliance. Firewall shall have suitable memory architecture and solution to store and be enable to export all logs/events for a period of last 90 days at any given time.

11. Firewall shall have features and be compatible with local as well as central

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authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.

12. Firewall shall have the capability to configure sufficient number of VLANs.

13. Firewall shall have the capability to support sufficient number of sessions.

14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps.

15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.

17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality

18. Shall support simultaneous operation with both IPv4 and IPv6 traffic

19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization

20. Firewall shall have the features of port as well as MAC based security

21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.

22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.

23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

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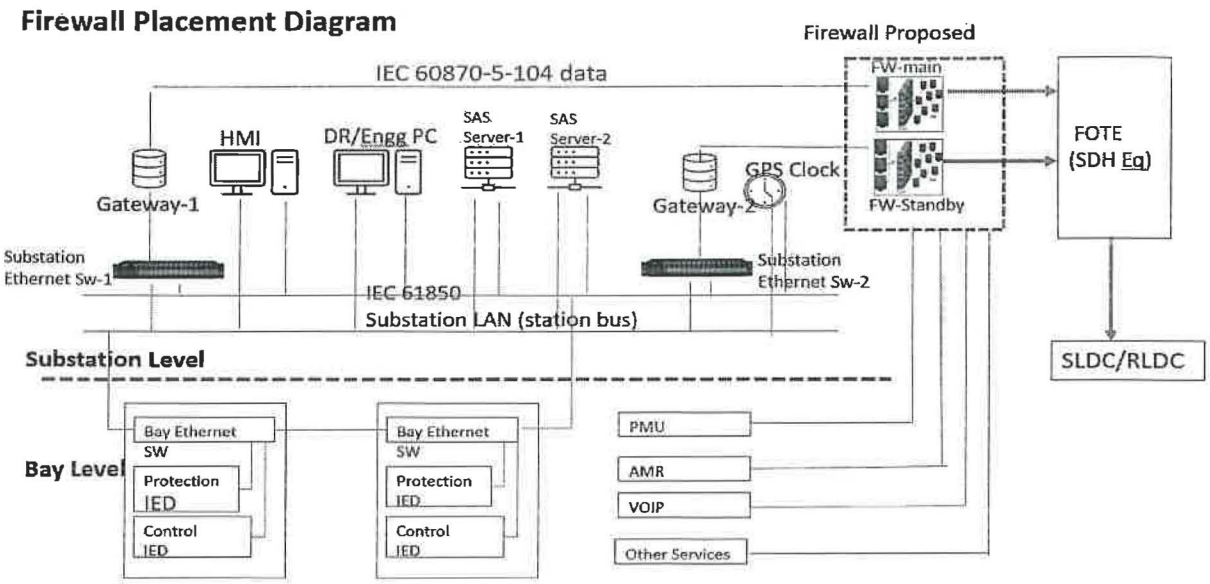

Figure F.2

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C.5.0 PLCC and PABX:

Power line carrier communication (PLCC) equipment complete for speech, tele-protection commands and data channels shall be provided on each transmission line. The PLCC equipment shall in brief include the following: -

(i) Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.

(ii) At new substation, a telephone exchange (PABX) of 24 trunk lines and 12 subscribers shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centers (RLDC/SLDC) etc.

(iii) Coupling devices shall be suitable for phase to phase coupling for 400 kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.

(iv) The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tunin

(v) device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

(vi) The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.

(vii) PLCC equipment for all the transmission lines covered under the scheme shall be provided by TSP. PLCC to be provided for following lines under present scope:

Sl. No	Line name	PLCC configuration
1	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi	1 set Analog PLCC alongwith 4 teleprotectction command interface module + 1 set Digital Protection Coupler for each circuit at both ends.

Further, CVT and Wave trap for all 400 kV line bays under present scope shall be provided by TSP.

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(viii) All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.

(ix) 2 sets of 48 V battery banks for PLCC and communication equipment shall be provided at each new Substation with at least 10-hour battery backup and extended backup, if require.

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Schedule: 2

Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	24 Months from Effective Date	100%	Nil

The payment of Transmission Charges for any Element, irrespective of its successful commissioning on or before its Scheduled COD, shall only be considered after successful commissioning of the Element(s), which are pre- required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for the Project is: 24 months from Effective Date

Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1: **Site Regulations and Safety:**

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Nodal Agency for the purpose of monitoring of the Project.

2: **Emergency Work:**

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any entity, other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3: **Site Clearance:**

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4: **Watching and Lighting:**

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance / repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance / repair.

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Schedule: 4

Computation of Transmission Charges

1.1 General

The Monthly Transmission Charges to be paid to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be computed in accordance with this Schedule and paid as per provisions of MERC MYT Regulations.

Illustration regarding payment of Transmission Charges under various scenarios (considering definitions of Contract Year, Expiry Date & Monthly Transmission Charges above) is as below: -

Illustration-1: In case the Project Elements achieve COD as per Schedule

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	28	1-Feb-2018	1-Feb-2018	25%
Element 2	38	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	140 X 25% X ((28+31)/365)	5.65		--	0.00
1-Apr-18 to 30-Nov-18	140 X 25% X (244/365)	23.39		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

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Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Sept-18	--	0.00		--	0.00
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%
Element 2	38	1-Oct-2019	1-May-2020	75%

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Tariff Payment to be paid as:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

Illustration5: In case of delay in achieving COD of Element but Project COD achieved on time

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	30	1-Dec-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00

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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-6: In case of early commissioning of Project

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Jul-2019	25%
Element 2	38	1-Oct-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1	**Transmission Charges for Element 2**	
1-July-19 to 31-Mar-20	140 X 100% X (274/365)	105.09
2	140 X 100% X 1	140
3	140 X 100% X 1	140
4	140 X 100% X 1	140
5	140 X 100% X 1	140
.....		
.....		
36 (1-Apr to 30-Jun)	140 X 100% X (91/365)	34.91

Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

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Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19	--	0.00
1-July-19 to 31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr-30-Jun)	140 X 100% X (91/365)				34.91

The Transmission Charges shall be payable on monthly basis as computed above.

1.2 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

For AC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 98% and less than or equal to 98.5%;

Monthly Transmission Charges MTC(m) = Tmn *1

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%)

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Jejuri Hinjewadi Power Transmission Limited New Delhi 110003

d. If Actual Transmission System Availability for the month m of contract year n is less than 98%and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;

Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

where:

- AA is the actual Availability, as certified by RPC/ SLDC, as per procedure provided in Schedule 6.
- m is the month in Contract Year 'n'
- Tmn= Transmission Charges for the month 'm' in Contract Year 'n' = (=Transmission Charge/ no. of days in the Year n)* no. of days in month m

Provided, no Transmission Charges shall be paid during the period for which the RLDC/ SLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

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1.3 SLDC Fee & Charges

The payment of SLDC fee & charges, in accordance with relevant regulations of MERC, shall be the responsibility of the TSP.

Schedule: 5

Quoted Transmission Charges

Quoted Transmission Charges: Rs 1,557.80 Million

Proportionate Transmission Charges payable for each Element of the Project:

S. No.	Name of the Transmission Element	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre required for declaring the commercial operation (COD) of the respective Element
1.	400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000MW Capacity each)	100%	Nil

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Schedule: 6

महाराष्ट्र शासन राजपत्र असाधारण भाग चार-क, ऑगस्ट १९, २०२४/श्रावण २८, शके १९४६

Annexure-VI: Procedure for calculation of Transmission System Availability for a Month

1. Transmission system availability for a calendar month shall be computed by the respective Transmission Licensee, and certified by the MSLDC, separately for each AC and HVDC transmission system. For the purpose of calculation of Transmission System Availability:

   i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.

   ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformer together) shall form one element.

   iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.

   iv) Bus Reactors/Switchable line reactors: Each Bus Reactors/Switchable line reactors shall be considered as one element.

   v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element.

   vi) HVDC back-to-back Station: Each block of HVDC back-to-back Station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back Station) is not available, the HVDC back-to-back Station block shall also be considered as unavailable.

2. The Availability of AC and HVDC portion of Transmission system shall be computed as under:

   % Availability for AC system

$$= \frac{o \times AVo + p \times AVp + q \times AVq + r \times AVr}{o + p + q + r} \times 100$$

   % Availability for HVDC system

$$= \frac{s \times AVs + t \times AVt}{s + t} \times 100$$

   Where

   o = Total number of AC lines;

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AVo = Availability of o number of AC lines;

p = Total number of bus reactors/switchable line reactors;

AVp = Availability of p number of bus reactors/switchable line reactors;

q = Total number of ICTs;

AVq = Availability of q number of ICTs;

r = Total number of SVCs;

AVr = Availability of r number of SVCs;

s = Total number of HVDC poles;

AVs = Availability of s number of HVDC poles;

t = Total number of HVDC back-to-back Station blocks;

AVt = Availability of t number of HVDC back-to-back Station blocks.

3. The weightage factor for each category of transmission element shall be as under:

(a) For each circuit of AC line – Surge Impedance Loading (SIL) for Uncompensated line multiplied by ckt-km.

SIL rating for various voltage levels and conductor configurations is given in Appendix-I. However, for the voltage levels and/or conductor configurations not listed in Appendix-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, SIL shall be as certified by the Maharashtra State Power Committee (MSPC) Secretariat considering the compensation on the line.

For shunt compensated line, the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly, in case of the lines with series compensation, the higher SIL shall be taken as per the percentage of compensation.

(b) For each HVDC pole- The rated MW capacity x ckt-km

(c) For each ICT bank – The rated MVA capacity

(d) For SVC- The rated MVAR capacity (inductive and capacitive)

(e) For Bus Reactor/switchable line reactors – The rated MVAR capacity.

(f) For HVDC back-to-back Station connecting two Regional grids- Rated MW capacity of each block.

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4. The availability for each category of transmission element shall be computed based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per **Appendix-II**.

5. The transmission elements under outage due to following reasons shall be deemed to be available:
   i. Shut down availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to the Transmission Licensee, the MSLDC may restrict the deemed availability period to that considered reasonable for the work involved.
   ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of MSLDC.

6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration:
   i. Outage of elements due to acts of God and force majeure events beyond the control of the Transmission Licensee. However, onus of satisfying the MSLDC that element outage was due to aforesaid events and not due to design failure shall rest with the Transmission Licensee. A reasonable restoration time for the element shall be considered and any additional time taken by the Transmission Licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the Transmission Licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.
   ii. Outage caused by grid incident/disturbance not attributable to the Transmission Licensee, e.g., faults in substation or bays owned by other agency causing outage of the Transmission Licensee's elements, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.

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Appendix-II

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

AV_o(Availability of o no. of AC lines) $= \sum_{i=1}^{o} \frac{Wi(Ti - T_{NAi})}{Ti} \Big/ \sum_{i=1}^{o} Wi$

AVs(Availability of s no. of HVDC pole) $= \sum_{j=1}^{s} \frac{Wj(Tj - TNAj)}{Tj} \Big/ \sum_{j=1}^{s} Wj$

AV_q(Availability of q no. of ICTs) $= \sum_{K=1}^{q} \frac{Wk(Tk - T_{NAk})}{Tk} \Big/ \sum_{k=1}^{q} Wk$

AV_r(Availability of r no. of SVCs) $= \left[\sum_{l=1}^{r} 0.5 \frac{W_l (T_l - T_{NAl})}{T_l} + \sum_{l=1}^{r} 0.5 \frac{W_{Cl}(T_{Cl} - A_{Cl})}{T_{Cl}} \right] \Big/ \left[\sum_{l=1}^{r} 0.5 W_l + \sum_{l=1}^{r} 0.5 W_{Cl} \right]$

AVp(Availability of p no. of Switched Bus reactors) $= \sum_{m=1}^{p} \frac{Wm(Tm - T_{NAm})}{Tm} \Big/ \sum_{m=1}^{p} Wm$

AVt (Availability of t no. of HVDC Back-to-back Blocks) $= \sum_{n=1}^{t} \frac{Wn(Tn - T_{NAn})}{Tn} \Big/ \sum_{n=1}^{t} Wn$

Where Wi = Weightage factor for i^{th} transmission line

Wj = Weightage factor for j^{th} HVDC pole

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Wk	=	Weightage factor for k^{th} ICT
Wl&Wcl	=	Weightage factors for inductive & capacitive operation of l^{th} SVC
Wm	=	Weightage factor for m^{th} bus reactor
Wn	=	Weightage factor for n^{th} HVDC back to back block.

Ti, Tj, Tk, Tl, Tcl, = Tm&Tn	The total hours of i^{th} AC line,j^{th} HVDC pole, k^{th} ICT, 1^{th} SVC (Inductive Operation), 1^{th} SVC (Capacitive Operation),m^{th} Switched Bus Reactor &n^{th} HVDC back-to-back block during the period under consideration (excluding time period for outages not attributable to Transmission Licensee for reasons given in Para 6 of the procedure)
T_{NAi} ,T_{NAj} , T_{NAk} = T_{NAcl}, T_{NAm},	The non-availability hours (excluding the time period for T_{NAl}, outages not attributable to transmission Licensee taken as T_{NAn}, deemed availability as per Para 5 of the procedure) for i^{th} AC line, , j^{th} HVDC pole, k^{th} ICT, 1^{th} SVC (Inductive Operation), 1^{th} SVC (Capacitive Operation), m^{th} Switched Bus Reactor and n^{th} HVDC back-to-back block.

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Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

Bid dated 19.06.2025 and 22.07.2025 shall be an integral part of this document.

Schedule: 8

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the .....[Insert name of the SPV or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated ..... and the other RFP Project Documents and the Nodal Agency and the .....[Insert the name of the BPC], agreeing to execute the *RFP Project Documents* with the Selected Bidder, regarding setting up the Project, the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to ..... (being the Nodal Agency) at .....[Insert the Place from the address of the Nodal Agency indicated in the TSA] forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... Crores (Rs.) only [Insert the amount of the bank guarantee] on behalf of M/s. ..... [Insert name of the Selected Bidder or SPV].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. ..... Crores (Rs. .....) only. Our Guarantee shall remain in force until ..... [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Nodal Agency shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from ..... (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Selected Bidder],

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New Delhi 110003

..... [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against ..... [Insert name of the SPV] or the Selected Bidder, as the case may be, to make any claim against or any demand on ..... [Insert name of the SPV] or the Selected Bidder, as the case may be, or to give any notice to [Insert name of the SPV] or the Selected Bidder, as the case may be, or to enforce any security held by the Nodal Agency User or to exercise, levy or enforce any distress, diligence or other process against ..... [Insert name of the SPV] or the Selected Bidder, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement.

The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. ..... Crores (Rs. .....) only and it shall remain in force until [Date to be inserted on the basis of Article 3.1.2 of the Transmission Service Agreement], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by ..... [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

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Jejuri Hinjewadi Power Transmission Limited New Delhi 110003

In witness where of:

Signature .....

Name: .....

Power of attorney No.: .....

For:

.....[Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office

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Schedule: 9

Methodology for determining the Relief Under Force Majeure Event & Change in Law during Construction Period

The relief in the form of revision in tariff due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days and/ or Change in Law during the construction period shall be as under:

$\Delta T = [(P \times d)] \div [1-(1+ d)^{(-n)}]$

Where,

ΔT = Change in Transmission Charges for each year

P = Sum of cumulative increase or decrease in the cost of the Project due to Change in Law and interest cost during construction corresponding to the period exceeding one hundred eighty (180) due to Force Majeure Event leading to extension of Scheduled COD for a period beyond one hundred eighty (180) days

n = number of years over which the Transmission Charges has to be paid

d = Discount rate as notified by the CERC, applicable on the Bid Deadline

The increase in Transmission Charges as stated above shall be applicable only if the value of increase in Transmission Charges as calculated above exceeds 0.30% (zero point three percent) of the quoted Transmission Charges of the TSP.

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ANNEXURE P/19

SCHEDULE I

FORM OF APPLICATION FOR LICENCE

To,

The Secretary,

Maharashtra Electricity Regulatory Commission

I/We hereby apply for a Transmission Licence under the "Maharashtra Electricity Regulatory Commission (Transmission Licence Conditions) Regulations, 2004". We set out hereunder the relevant particulars in connection with our application and shall provide any other information as required by the Commission.

GENERAL INFORMATION

1. Name to appear on licence: Jejuri Hinjewadi Power Transmission Limited
2. Primary Contact:
   a. Name: Mr. Sandeep Mahadev Mahabale
   b. Contact Address: The Tata Power Company Limited, Dharavi Receiving Station, Near Shalimar Industrial Estate, Matunga, Mumbai 400 019, Maharashtra, India
   c. Phone Number: 9223507015 / 9619064350
   d. Fax Number: ---
   e. Email Address:smmahabale@tatapower.com

INFORMATION ABOUT THE APPLICANT

3. Full legal name of organization: **Jejuri Hinjewadi Power Transmission Limited**
4. Registration number under applicable statute: U42202DL2025GOI445342

5.	Date of incorporation and registration:	28.03.2025, Registration No. 445342
6.	Registered office address:	Plot No. 181, Ground Floor, Block – K, Mangolpuri, Delhi – 110083, India
7.	Names of promoters, along with their respective ownership percentages:	The Tata Power Company Limited (100%)

ENCLOSURES

The following information/documents are duly attached:

Incorporation

8. The following incorporation documents, as applicable:

   a. Where the applicant is a company, the Memorandum and Articles of Association;

   The Applicant is a company incorporated under the provisions of the Companies Act, 2013. The Certificate of Incorporation along with the Articles of Association and Memorandum of Association have been annexed herewith and marked as EXHIBIT 1 (COLLY.)

   b. Where the applicant is a partnership, the deed of partnership;

   Not Applicable

   c. In any other case, applicable deed or charter of incorporation, if any.

   Not Applicable

Technical Information

9. Management information (provided in respect of operations, projects, commercial, finance, regulatory, HR and IT functions):

Particulars			
a. Name of person	Dr. Nilesh Kane	Mr. Sanjeev Gupta	
b. Position in the applicant organization	Director	Director	
c. Qualification	Electrical Engineer, Ph.D. in Power & Strategy Management	ICWA & CS	
d. Area of expertise	operations, projects, commercial, regulatory, IT function	commercial, finance, regulatory	
e. Experience	30 years	27 years	

10. Sufficient description adequately specifying the actual or proposed location of the system of electric lines and electrical plant by means of which the applicant intends to enable transmission of electricity, indicating which plant and lines are to be constructed and which are existing plant and lines, and the area to which the application relates.

(a) The Applicant proposes to establish an intra-State transmission system for the Network Expansion Scheme in Maharashtra for removal of transmission constraints in the Pune Region and for providing supply to Data Centre Loads, consisting of a new 400 kV double-circuit transmission line from the existing 400 kV Jejuri Substation to the 400 kV Hinjewadi Substation, with a transmission capacity of 2000 MW per circuit.

(b) The Project also includes the construction of two 400 kV GIS line bays at the Jejuri Substation and two 400 kV GIS line bays at the Hinjewadi Substation for termination of the proposed transmission line.

(c) The 400 kV Jejuri Substation is an existing intra-State substation, and adequate space is available therein for installation of the proposed indoor GIS bays. The 400 kV Hinjewadi Substation forms part of the Project, and space is available in the existing 400 kV GIS hall for installation of the proposed bays.

(d) The proposed transmission system is located entirely within the State of Maharashtra and covers the Pune region, interconnecting the Jejuri and Hinjewadi nodes of the State transmission network to facilitate reliable evacuation and supply of power to data centres and other high-load consumers, as well as to the State grid.

11. Detailed map or maps of the proposed area of transmission, on a scale of not less than 10 centimetres to a kilometer, or if no such maps are available, of not less than that of the largest scale of ordnance maps available, depicting the proposed intra-State transmission system of the applicant.

A Detailed Maps of the Proposed Transmission system is enclosed herewith and marked as EXHIBIT 2.

12. List of the whole or any part of any cantonment, aerodrome, fortress, arsenal, dockyard or camp or any building or place in the occupation of the Government for defence purposes located within the proposed area of transmission.

The Applicant submits that owing to the limited time available and the present stage of the Project, the detailed identification/listing of any cantonment, aerodrome, fortress, arsenal, dockyard or camp, or any building/place in the occupation of the Government for defence purposes within the proposed area of transmission is presently not available.

The Applicant undertakes to verify the same and submit the requisite details, if any, as and when available.

13. List of streets or parts of streets which are repairable by a person other than the Central Government, State Government or local authority and of railways, tramways, canals and waterways for which the applicant has obtained authorization to undertake works.

The Applicant submits that, owing to the recent incorporation and the present early stage of project implementation, the detailed list of streets/railways/tramways/canals/waterways crossings and the corresponding authorisations are not presently available. The Applicant undertakes to obtain all necessary permissions/authorisations from the concerned authorities and submit the relevant details as and when available.

Financial Information

14. Most recent three years of Accounting Statements together with Auditors' Reports, if any.

The Applicant is a project-specific Special Purpose Vehicle incorporated on 28.03.2025. That is for three days in FY 2024-25.

The auditor for the SPV was appointed on 11.09.2025 when the entity was under the management of RECPDCL. Furthermore, as the SPV was newly incorporated in March'2025, the audit process is currently underway. Appointment of the auditor is annexed herewith and marked as EXHIBIT-3.

We will provide the statement/ report as soon as the same is made available.

15. Indicative investment plan and Network rollout plan for the next five years, detailing year-wise and area-wise rollout of the transmission system.

SPV proposes to incur capital expenditure of about Rs. 1,500 crore over the next 24 months. This is an indicative capital cost. The Hon'ble Commission may seek any further details and we shall provide the same.

Other Enclosures Required

16. Copy of Receipt for the licence application processing fee.

The Licence Application Processing fees of Rs. 5 Lakhs has been paid vide UTR Number HDFCH00738731990.

I/We certify that the particulars submitted herewith are true, complete and correct, to the best of my/our knowledge and belief at the time of submission and does not contain any untrue statement of a material fact or omits to state a material fact necessary to make the statement/particulars contained herein not misleading.

On behalf of JHPTL

[Authorised Signatory]

Place: Delhi

Date:14.01.2026

Exhibit - 1

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 JEJURI HINJEWADI POWER TRANSMISSION LIMITED is incorporated on this TWENTY EIGHTH day of MARCH TWO THOUSAND TWENTY FIVE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate identity Number of the company is **U42202DL2025GOI445342**

The Permanent Account Number (PAN) of the company is **AAGCJ8119E***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELJ19291G***

Given under my hand at Manesar this TWENTY EIGHTH day of MARCH TWO THOUSAND TWENTY FIVE

Certification signature by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 2 <ROC.CRC@MCA.GOV.IN> Validity Unknown

Digitally signed by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 2
Date: 2025.03.28 18:27:56 IST

PRAMOD KUMAR

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:

JEJURI HINJEWADI POWER TRANSMISSION LIMITED

CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, Lodi Road, New Delhi, South Delhi- 110003, Delhi

*as issued by Income tax Department

Form No. INC-34

e-AOA (e-Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]

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Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(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	JEJURI HINJEWADI POWER TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☑	I	• (1) In these regulations- (a)the Act means the Companies Act2013 (b) the sealmeans the common seal of the company. (2)Unless the context otherwise requireswords or expressions contained in these regulations shall bear the same meaningas in the Act or any statutory modification thereof in force at the date atwhich these regulations become binding on the company.(3)Public companymeans a company which-(a) is not a private company(b) has a minimum paid-upshare capital as maybe prescribed Provided that a company which is asubsidiary of a company not being a private company shall be deemed to bepublic company for the purposes of this Act even where such subsidiary companycontinues to be a private company inits articles.
			Share Capital and Variation of rights
☐	☐	II 1	• Subject to the provisions of the Act and these Articles the shares in the capital of the company shall be under the control of the Directors who may issue allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
☐	☐	2	• Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificateseach for one or more of his sharesupon payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held

		jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
☐ ☐	3	• If any share certificate be worn out defaced mutilated or torn or if there be no further space on the back for endorsement of transfer then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. The provisions of Articles(2) and(3) shall mutatis mutandis apply to debentures of the company.
☐ ☐	4	• Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
☐ ☐	5	• The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
☐ ☐	6	• If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
☐ ☐	7	• The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
☐ ☐		• Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution

			be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
			Lien
☐	☐	9	• The company shall have a first and paramount lienon every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the companyProvided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The companys lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
☐	☐	10	• The company may sell in such manner as the Board thinks fit any shares on which the company has a lienProvided that no sale shall be madea unless a sum in respect of which the lien exists is presently payable or b until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
☐	☐	11	• To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
☐	☐	12	• The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale.
			Calls on shares
☐	☐	13	• The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed timesProvided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.

☐ ☐	14	• A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
☐ ☐	15	• The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
☐ ☐	16	• If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.
☐ ☐	17	• Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
☐ ☐	18	• The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him andb. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.
		Transfer of shares
☐ ☐	19	• The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
☐ ☐	20	• The Board may subject to the right of appeal conferred by section 58 decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or any transfer of shares on which the company has a lien.
☐ ☐	21	• The Board may decline to recognise any instrument of transfer unlessa. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56b. the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer andc. the instrument of transfer is in respect of only one class of shares.
☐ ☐		• On giving not less than seven days previous notice in accordance with section 91 and rules made thereunder the registration of transfers may be suspended at such

			times and for such periods as the Board may from time to time determineProvided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
			Transmission of shares
☐	☐	23	• On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
☐	☐	24	• Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency.
☐	☐	25	• If the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
☐	☐	26	• A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.
☑	☐		• In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the

			Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company.
			Forfeiture of shares
☐	☐	28	• If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.
☐	☐	29	• The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited.
☐	☐	30	• If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect.
☐	☐	31	• A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.
☐	☐	32	• A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
☐	☐	33	• A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share The company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.
☐	☐		• The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by

			the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.
			Alteration of capital
☐	☐	35	• The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution.
☐	☐	36	• Subject to the provisions of section 61 the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.
☐	☐	37	• Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the companyand other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively.
☐	☐	38	• The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law it share capital any capital redemption reserve account or any share premium account.
			Capitalisation of profits
☐	☐		• The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the companys reserve accounts or to the credit of the profit and loss accountor otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to

			the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
☐	☐	40	• Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do all acts and things required to give effect thereto. The Board shall have power to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares Any agreement made under such authority shall be effective and binding on such members
			Buy-back of shares
☐	☐	41	• Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specified securities.
			General meetings
☐	☐	42	• All general meetings other than annual general meeting shall be called extraordinary general meeting.
☐	☐	43	• The Board may whenever it thinks fit call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India any director or any two members of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board.
			Proceedings at general meetings
☐	☐	44	• No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103.

☐	☐	45	• The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company.
☐	☐	46	• If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting the directors present shall elect one of their members to be Chairperson of the meeting.
☐	☐	47	• If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their members to be Chairperson of the meeting.
☑	☐	48	• In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.
			Adjournment of meeting
☐	☐	49	• The Chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in section 103 of the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			Voting rights
☐	☐	50	• Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
☐	☐	51	• A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
☐	☐	52	• In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders.For this purpose seniority shall be determined by the order in which the names stand in the register of members.
☐	☐	53	• A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy.

☐	☐	54	• Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll.
☐	☐	55	• No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
☐	☐	56	• No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.
			Proxy
☐	☐	57	• The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
☐	☐	58	• An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
☐	☐	59	• A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is givenProvided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
☐	☑		• The day to day management of the business of the CompanyShall be vested with the Board of Directors of the Company or Such persons asmay be authorized by the Board from time to time The Board may exercise allsuch powers of the Company and do all such acts deeds and things as are notprohibited by the Act or any other law for the time being in force or by theMemorandum of Association of a Company and without prejudice to the foregoingshall be responsible for all policy matters and the supervision direction andcontrol of the conduct of the business affairs and operations of the CompanyThe first Directors of the Company shall be 1. MUKUL AGARWAL 2. ARUN KUMAR CHATURVEDI 3. JASPALSINGH KUSHWAHA iiat every annual general meeting One third of such of the directors for the timebeing as are liable to retire by rotation or if their number is neither threenor a multiple of Three then the number nearest to one third shall retire from OfficeThe directors to retire by rotation at every annual general Meeting shall bethose who have been longest in

		60	office since their Last appointment but asbetween persons who became directors on the same day those who are to retireshall in default of and subject to any subject to any agreement amongthemselves be date remined by loti at annual general meeting at which adirector retires as afore said the company may fill up the vacancy by appointingtheir tiring director or some other person there to The Board of Directors ofthe Company shall consist of not less than but not more than Directors The appointmentof Directors including the Chairman Managing Director Whole Time Director Part timeDirector shall be done in the General Meetings in accordance with the provisionsof the Companies Act and Rules made there under and shall be eligible forappointment However till the Company is a Government Company REC PowerDevelopment and Consultancy Limited RECPDCL the holding company shall have thefull powers to recommend nominate the name of any Directors to be appointed onthe Board of the Company Further RECPDCL shall also have the power to removeany director from office at any time in its absolute discretion RECPDCL shallalso have the right to fill any vacancies in the office of director caused byremoval resignation death or otherwise Subject to provisions of the Act theCompany may bypassing their solution in General Meeting increased crease the maximumnumber of Directors and may alter their qualification Further the Company maysubject to the provisions of the Act remove any Director before the expirationof his period of office and appoint another person in place of him The Boardmay appoint any person to act as alternate director for a Director during the laters absence for a period of not less than three months from India and such appointmentshall have effect and such appointee whilst he holds office as an alternatedirector shall be entitled to notice of meeting of the Board and to attend andvote there at accordingly but he shall not require any qualification and shallipso facto vacate office if and when the absent Director returns to IndiaCasual vacancies among Directors may be filled by the Board of Directors at theirmeeting and any person so appointed shall hold the office as per the provisionof section of the Act Subject to the provisions of Section and other applicableprovisions if any of the Act the Board shall have power at any time and fromtime to time to appoint a person as an Additional Director but so that thetotal number of Directors shall not at any time exceed the maximum number fixedby these Articles The Additional Director so appointed shall retire from Officeat next annual General Meeting but shall be eligible for election by thecompany at that meeting as a Director
☐	☐	61	• The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company.
☐	☐	62	• The Board may pay all expenses incurred in getting up and registering the company.

☐	☐	63	• The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
☐	☐	64	• All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine
☐	☐	65	• Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
☐	☐	66	• Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
			Proceedings of the Board
☐	☐	67	• The Board of Directors may meet for the conduct of business adjourn and otherwise regulate its meetings as it thinks fit. A director may and the manager or secretary on the requisition of a director shall at any time summon a meeting of the Board.
☐	☐	68	• Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote.
☐	☐	69	• The continuing directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose.
☐	☐	70	• The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.
☐	☐	71	• The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.

☐	☐	72	• A committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the memberspresent may choose one of their members to be Chairperson of the meeting.
☐	☐	73	• A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairperson shall have a second or casting vote.
☐	☐	74	• All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
☐	☐	75	• Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a meeting of the Board or committee shall be valid and effective as if it had been passed at a meeting of the Board or committee duly convened and held.
☑	☐	76	• In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☐	77	• Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer
☐	☐	78	• A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.
			The Seal
☐	☐		• The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in

			that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			Dividends and Reserve
☐	☐	80	• The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.
☐	☐	81	• Subject to the provisions of section 123 the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
☐	☐	82	• The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve
☐	☐	83	• Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
☐	☐	84	• The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
☐	☐	85	• Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

☐	☐	86	• Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share.
☐	☐	87	• Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
☐	☐	88	• No dividend shall bear interest against the company.
			Accounts
☐	☐	89	• The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
			Winding up
☐	☐	90	• Subject to the provisions of Chapter XX of the Act and rules made thereunder If the company shall be wound up the liquidator may with the sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the company whether they shall consist of property of the same kind or not. For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
			Indemnity
☐	☐	91	• Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
			Others
☐	☐	92	•

Subscriber Details

S. No.	Subscriber Details				
	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	***Place**	**DSC**	**Dated**
1	REC POWER DEVELOPMENT AND CONSULTANCY LIMI	0*7*2*1*	NEW DELHI		20/03/2025

	TED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI- 110003, THROUGH ITS CEO THANGARAJAN SUBASH CHANDIRA BOSH S/O SITHAN THANGARAJAN R/O APARTMENT NO S-2, MIDDLE PORTION 2-B, JANGPURA, MATHURA ROAD, NEW DELHI-110014, OCCUPATION-SERVICE				
2	CHILAKAMARRI VENKATA LAKSHAMANA CHARYULU S/O SHRIMANNARAYAN CHARYULU CHILKAMARRI NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O PLOT NO. 1, NORTHSTAR AIRPORT BOULEVARD, TUKKAGUDA, MAHESHRAM MANDAL, RANGAREDDY DISTRICT, ANDRA PRADESH-501359, OCCUPATION-SERVICE	1*7*2*3*	NEW DELHI		20/03/2025
3	ARVIND KUMAR S/O NAND KISHOR SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O T4-8A, SAI VATIKA APARTMENT, SECTOR-63, FARIDABAD - 121004, OCCUPATION SERVICE	1*3*2*3*	NEW DELHI		20/03/2025
4	NAVITA DUBAL D/O PHOOL SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O FLAT NO. 307, GAUR GANGA-1 APARTMENT, SECTOR-4, BEHIND VAISHALI METRO STATION, VAISHALI GHAZIABAD UTTAR PRADESH- 201010 OCCUPATION-SERVICE	A*N*D*9*2*	NEW DELHI		20/03/2025
5	ANIL KUMAR PERALA S/O VENKATESHAM NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O A302 TARIKA APPARTMENT, SECTOR-43 GURGAON HARYANA-122001 OCCUPATION-SERVICE	B*V*P*1*2*	NEW DELHI		20/03/2025
6	MUKUL AGARWAL S/O SHRI RAJESH KUMAR NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O HOUSE NO. 767, SECOND FLOOR, ANSAL C-2 BLOCK, NEAR WATER TANK ANSAL PLAZA, SECTOR-3 PALAM VIHAR, GURGAON- 122017, HARYANA OCCUPATION-SERVICE	1*3*2*8*	NEW DELHI		20/03/2025

7	JASPAL SINGH KUSHWAHA S/O MITHAI LAL KUSHWAHA NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O C-64/FIRST FLOOR, JVTS GARDEN CHATTARPUR EXTENSION South West Delhi 110074 OCCUPATION-SERVICE	1*3*2*3*	NEW DELHI		20/03/2025

Signed before me						
Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**	***Place**	**DSC**	**Dated**
FCA	VINAY KUMAR	A-805, NX BYTE T-3, NX ONE, TECH ZONE - IV, GREATER NOIDA WEST -201318	4*2*9*	NEW DELHI		20/03/2025

Form No. INC-33

e-MOA (e-Memorandum of Association)
[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)]

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**

(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

JEJURI HINJEWADI POWER TRANSMISSION LIMITED

2 The registered office of the company will be situated in the State of

Delhi

3 (a) The objects to be pursued by the company on its incorporation are:

1.To plan, promote and develop an integrated and efficient power transmission system network in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports, construction, operation and maintenance of transmission lines, sub-stations, load dispatch stations and communication facilities and appurtenant works, coordination of integrated operation of regional and national grid system, execution of turn-key jobs for other utilities/organizations and wheeling of power in accordance with the policies, guidelines and objectives laid down by the Central Government from time to time.
2. To study, investigate, collect information and data, review operation, plan, research, design and prepare Report, diagnose operational difficulties and weaknesses and advise on the

remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub-Stations.
3.To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission and distribution of power.
4.To plan, promote, develop, erect and maintain, operate and otherwise deal in Telecommunication networks and services in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports: to purchase, sell, import, export, assemble, manufacture, install, commission, maintain, operate commercially whether on own or along with other, on lease or otherwise. These networks and for such purposes to set up and/ or install all requisite communications facilities and other facilities including fibre optic links, digital microwave links, communication cables, other telecommunication means, telephone and other exchanges, co-axial stations, microwave stations, repeater stations, security system databases, billing systems, subscriber management systems and other communication systems whether consisting of sound, visual impulse, or otherwise, existing or that may be developed or invented in the future and to

manufacture, purchase, sell, import, export, assemble, take or give on lease/rental/subscription basis or by similar means or otherwise deal in all components and other support and ancillary hardware and software systems, accessories, parts and equipments etc. used in or in connection with the operation of the above communication systems and networks including to deal with telecommunication operations or directly with the general public, commercial companies or otherwise.

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1.To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad.
2.To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or concessions whatsoever (whether statutory or
otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members.
3.To enter into any agreement, contract or any arrangement for the implementation of the power generation, evacuation, transmission and distribution system and network with Power/ Transmission Utilities, State Electricity Boards, Vidhyut Boards,
Transmission

Companies, Generation Companies,
Licensees, Statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.
4.To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other
organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through Letter of Credits/ESCROW and other security documents.
5.To coordinate with the Central Transmission Utility of electricity generated by it under the relevant provisions of Electricity Act 2003 and any amendments thereto.
6.Subject to provisions of Sections 73, 74, 179, 180 & 186 and other applicable provisions of the Companies Act, 2013 and rules made thereunder and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/ aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the

Company may deem fit and
To repay, redeem or pay off any such securities or charges.
7.To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or to deal with the same.
8.To own, possess, acquire by purchase, lease or otherwise rights, title and interests in and to, exchange or hire real estate, equipment, Transmission lines, lands, buildings, apartments, plants, equipment, machinery, fuel blocks and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, reorganize,
manage, lease, sell,
exchange or otherwise dispose of the whole or any part thereof.
9.Subject to applicable provisions of Companies Act, 2013, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any Government authority, Corporation or body or by any company or body of persons and any option or right in respect thereof.
10.To create any depreciation fund, reserve fund, sinking fund, insurance fund, gratuity, provident fund or any other fund, for depreciation or for repairing, improving extendingor

maintaining any of the properties of the Company or for any other purposes whatsoever conducive to the interests of the Company.

11.To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is entitled to carry on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.

12.To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.

13.To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.

14.To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide their activities.

15(a).To negotiate and enter into agreements and contracts with domestic and foreign companies,

persons or other organizations, banks and financial institutions, in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.
15(b). To negotiate and enter into
agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.
16.Upon and for the purpose of any issue of shares, debentures or any other securities of the Company, to enter into agreement with intermediaries including brokers, managers of issue/commission agents and underwriters and to provide for the remuneration of such persons for their services by way of payment in cash or issue of shares, debentures or other securities of the Company or by granting options to take the same or in any other manner as permissible under the law.
17.To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.
18.To make arrangements for training of all categories of employees and to employ or otherwise engage experts, advisors, consultants etc. in the interest of achieving the Company's objects.
19.To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.
20.To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by
the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the

purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

21.To ensure any rights, properties, undertakings, contracts, guarantees or obligations or profits of the Company of every nature and kind in any manner with any person, firm, association, institution or company.

22.To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.

23.To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made
in any such arbitration.

24.To pay
out of the funds of the Company all costs, charges, expenses and preliminary and

incidental to the promotion, formation, establishment and registration of the Company or other expenses incurred in this regard.

25.Subject to provisions of Sections 181, 182 & 183 of Companies Act, 2013 to contribute money or otherwise assist to charitable, benevolent, religious, scientific national, defense, public or other institutions or objects or purposes.

26.To open an account or accounts with any individual, firm or company or with any bank bankers or shroofs and to pay into and withdraw money from such account or accounts.

27.To accept gifts, bequests, devises and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.

28.To carry out all or any of the objects of the company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and either alone or in conjunction with others.

29.To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.

30.To aid peculiarly or otherwise, any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or trouble or

the promotion of industry or trade.

31.Subject to the provisions of Companies Act, 2013 or any amendment or re-enactment thereof in the event of winding up to distribute among the members in specie any property of the Company or any proceeds of sale on disposal of any property in accordance with the provisions of the Act.

32.To do all such other things as may be deemed incidental or conducive to the attainment of the above Objects or any of them and to carry on any business which may seem to the Company capable of being conveniently carried in connection with any of the Company's Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

33.To establish, provide, maintain and conduct or otherwise subsidies research laboratories and experimental workshops for scientific, technical or researches, experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process, improve and invent new products and their techniques of manufacture and to promote, encourage, reward in every manner studies and research, scientific and technical investigations and inventions of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economies, import substitution or any business which the Company is authorized to carry on.

34.Subject to provisions of the Companies Act, 2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for

sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in cooperation
with the business of
the Company or to benefit the Company or to the activities for which the Company has been established.
35.To apply for purchase, or otherwise acquire any trade marks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.
36.To sell, dispose or hive off an undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company.
37.To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or
otherwise deal with any rights or property of the Company.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * [ ] rupees.

(iii) The share capital of the company is [500000] rupees, divided into

50000	Equity Share	Shares of	10	Rupees each	

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	MUKUL AGARWAL S/O SHRI RAJESH KUMAR NOMINEEOF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O HOUSE NO. 767,SECOND FLOOR, ANSAL C-2BLOCK, NEAR WATER TANKANSAL PLAZA SECTOR-3 PALAM VIHAR, GURGAON- 1 22017, HARYANA OCCUPATION-SERVICE	1*3*2*8*	1 Equity,0 Preference		20/03/2025
2	JASPAL SINGH KUSHWAHAS/O MITHAI LAL KUSHWAHA NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O C-64/FIRST FLOOR, JVTS GARDEN CHATTARPUR EXTENSION South West Delhi 110074 OCCUPATION-SERVICE	1*3*2*3*	1 Equity,0 Preference		20/03/2025
3	REC POWER DEVELOPMENT AND CONSULTANCY LIMITED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI-110003, THROUGH ITS CEO THANGARAJAN SUBASH CHANDIRA BOSH S/O SITHAN THANGARAJAN R/O APARTMENT NO S-2, MIDDLE PORTION 2-B, JANGPURA, MATHURA ROAD, NEWDELHI-110014, OCCUPATION-SERVICE	0*7*2*1*	49994 Equity,0 Preferenc		20/03/2025
4	CHILAKAMARRI VENKATA LAKSHAMANA CHARYULU S/O SHRIMANNARAYAN CHARYULU CHILKAMARRI NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O PLOT NO.1, NORTHSTAR AIRPORT BOULEVARD, TUKKAGUDA, MAHESHRAM MANDAL, RANGAREDDY DISTRICT, ANDRAPRADESH-501359, OCCUPATION-SERVICE	1*7*2*3*	1 Equity,0 Preference		20/03/2025
5	ARVIND KUMAR S/O NANDKISHOR SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O T4-8A, SAI VATIKA APARTMENT, SECTOR-63, FARIDABAD - 121004, OCCUPATION-SERVICE	1*3*2*3*	1 Equity,0 Preference		20/03/2025
6	NAVITA DUBAL D/O PHOOL SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O FLAT NO. 307, GAUR GANGA-1 APARTMENT, SECTOR-4, BEHIND VAISHALI METRO STATION, VAISHALI GHAZIABAD UTTAR PRADESH- 201010 OCCUPATION-SERVICE	A*N*D*9*2*	1 Equity,0 Preference		20/03/2025

7	ANIL KUMAR PERALA S/O VENKATESHAM NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O A302 TARIKA APPARTMENT, SECTOR-43 GURGAON HARYANA-122001 OCCUPATION-SERVICE	B*V*P*1*2*	1 Equity,0 Preference		20/03/2025
Total shares taken			50000 Equity,0 Preference		

Signed before me

Membership type of the witness *(ACA/FCA/ACS/FCS/ACMA/FCMA)*	***Name of the witness**	***Address, Description and Occupation**	**DIN / PAN / Passport number / Membership number**	**DSC**	**Dated**
FCA	VINAY KUMAR	A-805, NX BYTET-3, NX ONE, TECH ZONE - IV, GREATER NOIDAWEST -201318	4*2*9*		20/03/2025

7 Shri / Smt _____ _____ Of _____ resident of _____ aged _____ years shall be the nominee in the event of death of the sole member.

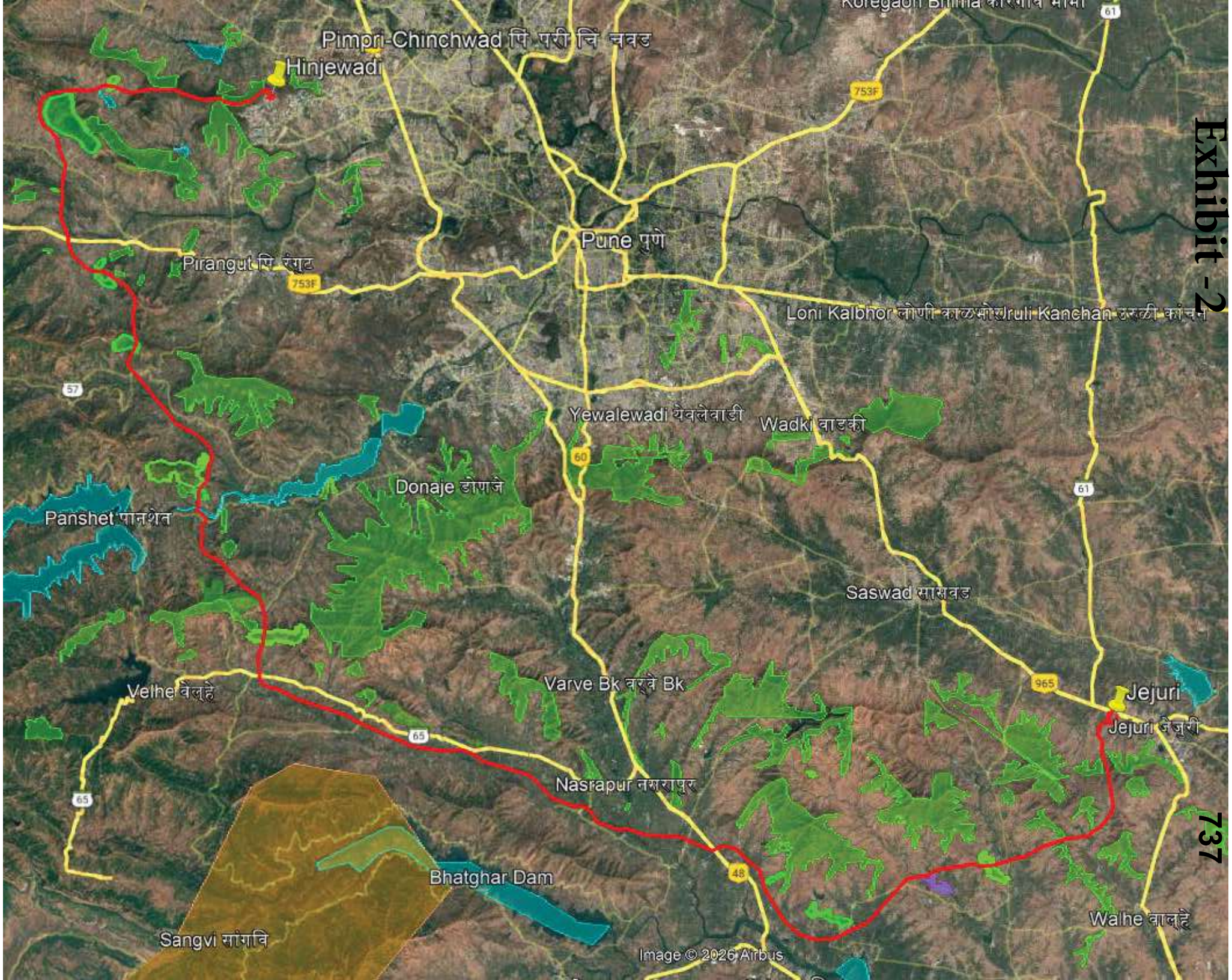
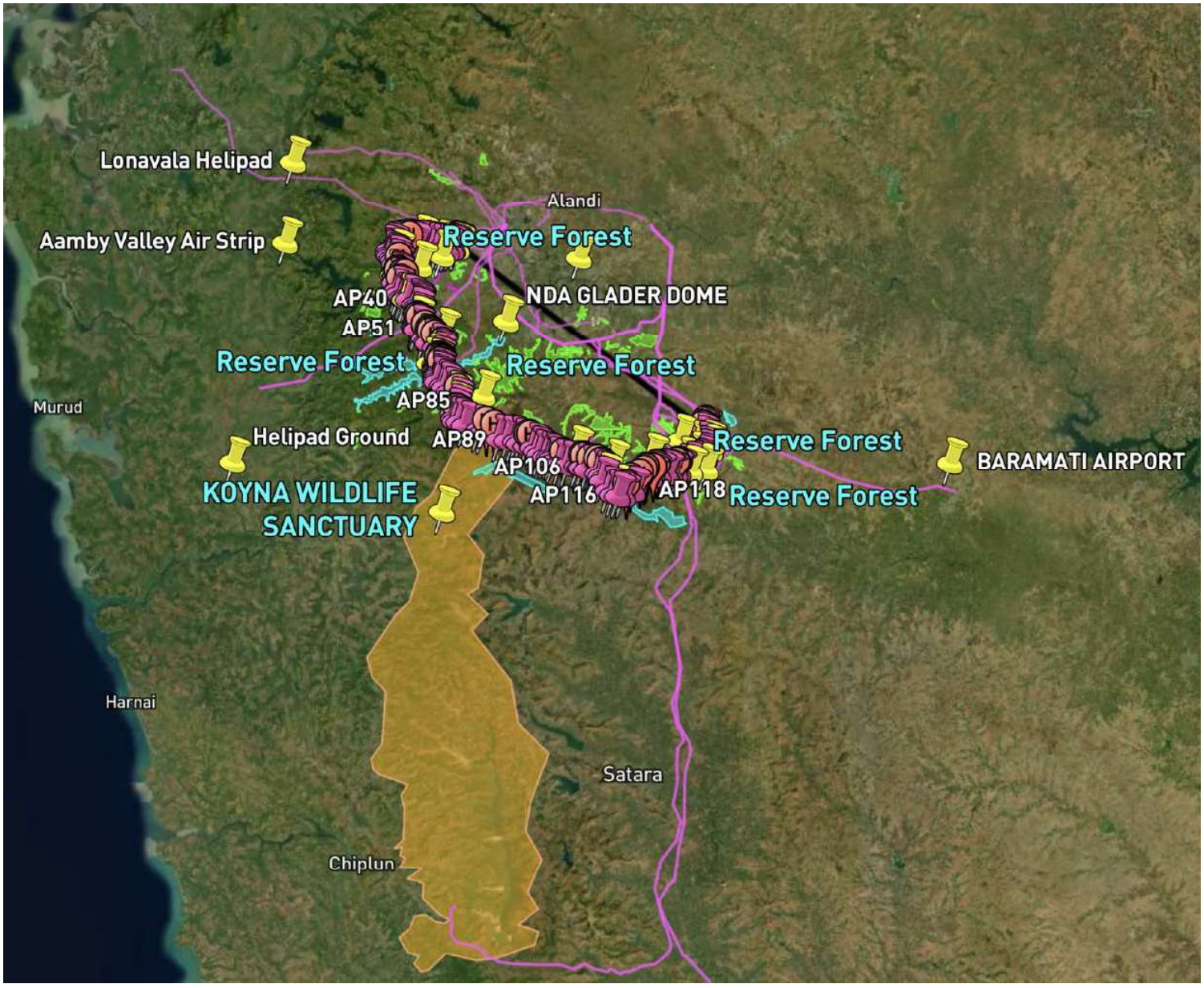


Exhibit - 2

737


Lonavala Helipad
Alandi
Aamby Valley Air Strip
Reserve Forest
NDA GLADER DOME
AP40
AP51
Reserve Forest
Reserve Forest
AP85
Murud
Helipad Ground
AP89
Reserve Forest
BARAMATI AIRPORT
AP106
KOYNA WILDLIFE SANCTUARY
AP116
AP118
Reserve Forest
Harnai
Satara
Chiplun

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
9, DEEN DAYAL UPADHYAYA MARG, NEW DELHI - 110 124

No./CA. V/ COY/CENTRAL GOVERNMENT,JHPTL(1)/480
Dated :11/09/2025

To
THE MANAGING DIRECTOR
JEJURI HINJEWADI POWER TRANSMISSION LIMITED
D BLOCK, REC WORLD HEADQUARTER
PLOT NO 1-4, SECTOR 29
GURUGRAM-122001

Subject : Appointment of Auditors under section 139 of the Companies Act, 2013 for the financial year 2025-2026

Sir/Madam,

I am directed to state that in exercise of the powers conferred by section 139 of the Companies Act 2013, the Comptroller and Auditor General of India is pleased to appoint the Chartered Accountant firms/Limited Liability Partnerships As per Annexure - II as the Statutory/Joint Statutory/ Branch Auditors of the company for the year(s) : 2025-2026. Statutory/Joint Statutory Auditor (s) of holding company shall also be the auditors of Consolidated Financial Statements under section 139 read with section 129(4) of the Companies Act, 2013.

2. You are requested to contact the concerned auditors individually under intimation to this office

3. The supplementary/test audit under sections 143 (6) &(7) of the Companies Act, 2013 of your company is entrusted to
DIRECTOR GENERAL OF AUDIT (ENERGY)
4th &5th FLOOR, ANNEXE BLDG
10, BAHADUR SHAH ZAFAR MARG
NEW DELHI-110124

4 . The remuneration and other allowances payable to the auditors may be regulated as per the provisions of section 142 of the Companies Act 2013 read with guidelines issued by the Department of Company Affairs vide no. 7/76 dated 8th April, 1976 and no. 8/6/83 dated 07th June, 1984.

5. Any revision in the audit fees payable (including fees for consolidation) for the year 2025-2026 and item-wise details of all remuneration paid to the auditors for other services (other than statutory audit) alongwith the amount of TA/DA paid for 2024-2025 may be intimated.
The said information may be provided as soon as the Accounts for the year 2024-2025 is finalised so as to enable this office to review the appointment/ re-appointment of the appointed auditors.

6. The above appointment is subject to the other conditions stipulated in Annexure-I(available on the CAG's website http://care.cag.gov.in/policy/terms.pdf).

H. K. KOTWALIA & CO.
CHARTERED ACCOUNTANTS

B-2A/31, Janak Puri, Metro Pillar No. 536, New Delhi - 110058
Phone : 011-41650299 Mobile : +91-9810450299, 9999701196
E-mail : kotwalia@gmail.com / khurana@hkkotwalia.com
sneha@hkkotwalia.com Web. : www.hkkotwalia.com

Date: 07.11.2025

To
The Board of Directors,
JEJURI HINJEWADI POWER TRANSMISSION LIMITED
D BLOCK, REC WORLD HEADQUARTER
PLOT NO 1-4, SECTOR 29
GURUGRAM-122001

Sub: Consent to act as Statutory Auditor of the Company

Dear Sir,

We, M/s H.K. Kotwalia & Co., Chartered Accountants (Firm Registration No: 015187N), hereby give our consent to be appointed as Auditor of your company u/s 139(1) of the Companies Act, 2013.
As requested by you and in accordance with the requirements of section 139 and any other applicable provisions of the Companies Act, 2013 (the Act) read with Rule 4 of the Companies (Audit and Auditors) Rules, 2014, I certify that:

1. I am eligible for appointment as Auditor of the Company under Section 139 of the Act and meet the criteria for appointment specified in Section 141 of the Act.
2. I am not disqualified from being appointed as auditors under the Act, or the Chartered Accountants, 1949 and the rules or regulations there under.
3. The proposed appointment will be as per the term provided in the Act.
4. If appointed, such appointment will be within the limits laid down by or under the authority of the Act.
5. There are no proceedings against me with respect to professional matters of conduct under the Chartered Accountants Act, 1949 and the rules or regulations there under or before any competent authority or any court.

Further, I would like to draw your attention to the announcement made by the Institute of the Chartered Accountants of India (ICAI) in terms of the registration number as provided by the ICAI is required to be indicated in the resolution for appointment of auditors under the Act. Accordingly, you are requested to ensure that the registration number is indicated in the resolution for my appointment.

Thanking You,

For H K Kotwalia & Co.
Chartered Accountants,
Firm Registration Number: 015187N

Rajesh Khurana
Partner
Membership Number: 095946

महाराष्ट्र विद्युत नियामक आयोग

Maharashtra Electricity Regulatory Commission

Transmission Licence No. __ of 2026

Jejuri Hinjewadi Power Transmission Limited

Date: __ January, 2026

Licence is granted by the Maharashtra Electricity Regulatory Commission under the provisions of Section 14 and 15 of the Electricity Act, 2003 to Jejuri Hinjewadi Power Transmission Limited (JHPTL), having its registered office at Plot No. 181, Ground Floor, Block – K, Mangolpuri, Delhi – 110083 , to build, own, operate and transfer the project (as defined in this License, under Part II) and with the powers and upon the terms and conditions specified herein.

Part I: General

1. Short Title:

This Licence may be called the Transmission Licence for Jejuri Hinjewadi Power Transmission Limited (JHPTL) (Licence No. __ of 2026).

2. Definitions:

In these Regulations unless the context otherwise requires:

(a) "Accounting Statement" means for each financial year, accounting statements separately in respect of the Licensed Business and the Other Business, comprising-

i. balance sheet, prepared in accordance with the form contained in the Companies Act, 1956 or Companies Act, 2013, as applicable;

ii. profit and loss account, complying with the requirements contained in the Companies Act, 1956 or Companies Act, 2013, as applicable;

iii. cash flow statement, prepared in accordance with the applicable Accounting Standards of the Institute of Chartered Accountants of India;

iv. report of the statutory auditors of the Transmission Licensee;

v. reconciliation statement, duly certified by the statutory auditors, showing the reconciliation between the total expenses, revenue, assets and liabilities, of the entity as a Company and the expenses, revenue, assets and liabilities, separately for each business regulated by the Commission and unregulated business operations;

vi. cost records prescribed by the Central Government under the Companies Act, 1956 or Companies Act, 2013, as applicable;

together with notes thereto, and such other supporting statements and information as the Commission may direct from time to time;

(b) "Allocation Statement" means for each financial year, a statement in respect of each of the Other Businesses of the Transmission Licensee undertaken for optimum utilisation of its assets, showing the amounts of any revenue, cost, asset, liability, reserve or provision, which has been either:

i. charged from or to any Other Business together with a description of the basis of that charge; or

ii. determined by apportionment or allocation between the Transmission Business and any Other Business of the Transmission Licensee, together with a description of the basis of the apportionment or allocation;

(c) "Act" means the Electricity Act, 2003 (36 of 2003), as amended from time to time;

(d) "Commission" means the Maharashtra Electricity Regulatory Commission;

(e) "Licence" means licence granted under Section 14 of the Act to establish or operate transmission lines;

(f) "Licensed Business" means the business of establishing or operating transmission lines;

(g) "Other Business" means such other business as is referred to in Section 41 of the Act;

(h) "Transmission Licensee" means M/s. Jejuri Hinjewadi Power Transmission Limited in its capacity as operator of the Licensed Business.

Words or expressions used herein and not defined shall have the meanings assigned to them in the Act.

Part II: General Terms and Conditions

3. Area of transmission:

The Licence authorizes the Transmission Licensee to build, own, operate and transfer the project comprising of the elements mentioned in Schedule 1 of TSA dated 9 January 2026, as under:

Sr. No.	Particulars	Scheduled COD in months from Effective Date
1	400 kV D/C line from 400 kV Jejuri (Existing) to 400 kV Hinjewadi (2000 MW Capacity Each) • 400 kV Line bay at 400 kV Jejuri Substation: 2 Nos. (GIS) • 400 kV Line bay at 400 kV Hinjewadi Substation: 2 Nos. (GIS)	24 months

Scheduled COD in months is considering Effective Date on 9 January 2026.

Note:

The Transmission Licensee shall execute Connection Agreements with the other Licensees regarding the interconnection points of the above lines / bays, defining and documenting therein the exact details of the boundaries and interface points.

4. Commencement and term of licence:

The Licence shall come into force from _____ and, unless revoked earlier by the Commission in accordance with the provisions of Section 19 of the Act, shall remain in force for the period of 25 years as specified under sub-section (8) of Section 15 of the Act.

5. Duties:

5.1 The Transmission Licensee shall comply with all the applicable provisions of the Act, the rules prescribed thereunder, Transmission Service Agreement, all Regulations, Orders and directions issued by the Commission from time to time.

5.2 The Transmission Licensee shall as soon as practicable, report to the Commission:

(a) any significant change in its circumstances which may affect the Transmission Licensee's ability to meet its obligations under the Act, the Rules and Regulations thereunder, directions and Orders issued by the Commission, Transmission Service Agreement or the Licence;

(b) any material breach, or likelihood thereof, of the provisions of the Act, the Rules and the Regulations thereunder, Directions and Orders issued by the Commission, agreement or the Licence, which was reasonably within its knowledge, along with the reasons therefor, as soon as practicable; and

(c) any change in management control or major change in the shareholding pattern of the Transmission Licensee.

Explanation I – for the purpose of this clause, "management control" shall include the right to appoint majority of the directors or to control the management or policy decisions of the Transmission Licensee, including by virtue of shareholding or management rights or shareholders' agreement or partnership deed or trust deed or voting agreement or in any other manner;

Explanation II – for the purpose of this clause, "major change in shareholding pattern" shall mean the acquisition, by such person as specified in Regulation 7 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, as in force from time to time, of such per cent of shares or voting rights in the Transmission Licensee as would entail a disclosure under sub-regulation (1) of that Regulation.

5.3 The Transmission Licensee shall seek the approval of the Commission before creating any encumbrance on the assets of the Licensed Business, except where such encumbrance is created for the purpose of the Licensed Business.

5.4 The Transmission Licensee may engage any of its subsidiaries or holding company or a subsidiary of such holding company to provide any goods or services to the Transmission Licensee in connection with the Licensed Business, subject to the following conditions:

(a) that the transaction shall be undertaken on an "arm's-length basis" and at a value that is fair and reasonable in the circumstances, which for the purposes of this clause, shall mean with respect to any specific transaction, substantially on terms that would be obtained between the Transmission Licensee and a third party unrelated to and unconnected with the Transmission Licensee;

(b) that the Transmission Licensee shall report to the Commission, for each financial year, the details of all transactions of the nature referred to in this Regulation entered into during the financial year;

(c) that the Transmission Licensee shall submit to the Commission, for each financial year, a certificate from a Chartered Accountant as regards compliance with the requirement of clause (a) above .

Explanation – for the purpose of this clause, the terms "subsidiary" and "holding company" shall have the same meaning as under Section 2 of the Companies Act, 2013 as amended from time to time.

6. Street Works:

The Transmission Licensee may, undertake works upon any streets or parts of streets, railways, canals or waterways or parts thereof, either in the domain of Central Government, State Government, Semi government and Municipal bodies or in private domain, only after obtaining all statutory permissions required to be obtained for undertaking such work.

7. Accounts:

7.1 The financial year of the Transmission Licensee shall run from the first of April to the following thirty-first of March.

7.2 The Transmission Licensee shall, in respect of the Licensed Business and the Other Business:

(a) keep such Allocation Statement as would be required, so that the revenues, costs, assets, liabilities, reserves and provisions for, or reasonably attributable to the Licensed Business are separately identifiable in the books of the Transmission Licensee;

(b) adopt a fair and transparent cost allocation mechanism for the reasonable allocation of joint and common costs between the Licensed Business and the Other Business;

(c) prepare on a consistent basis the Accounting Statements in accordance with the provisions of the Companies Act, 2013 and/or the standards or guidelines of the Institute of Chartered Accountants of India.

Explanation – References in this Licence Condition 7.2 to costs or liabilities of, or reasonably attributable to Licensed Business or Other Business shall be construed as excluding taxation, and capital liabilities which do not relate principally to such Business and interest thereon.

7.3 The Transmission Licensee shall upon request by any person make available a copy of its Accounting Statements to any person who may require it at a reasonable price not to exceed

the photocopying charges.

8. Provision of Information to the Commission

The Transmission Licensee shall furnish to the Commission such information, documents and details related to the Licensed Business and/or the Other Business of the Transmission Licensee as the Commission may require.

9. Licence Fees

During the period of validity of the licence, the Transmission Licensee shall, by the 10th of April of every year, or such further period as the Commission may allow, pay to the Commission such licence fees as may be specified.

10. Decision on Interpretation of Licence:

The interpretation of the Licence and the terms and conditions thereof shall be as determined by the Commission.

Part III: Specific Terms and Conditions

11. Other Duties:

11.1 The Transmission Licensee shall strictly abide by all the terms and conditions as specified in Transmission Service Agreement executed between the Licensee and Long Term Transmission Customers.

11.2 The Transmission Licensee shall abide by the system specifications as provided and agreed in the bidding document and also incorporated in the Transmission Service Agreement. No deviation, whatsoever, shall be permitted at any stage.

11.3 The Transmission Licensee shall be responsible for obtaining all Consents, Clearances and Permits relating but not limited to road/ rail/ river/ canal/ power line/ crossings, power and telecom coordination committee, defence, civil aviation, right of way/ way-leaves and environmental & forest clearance from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under the Transmission Service Agreement, and shall furnish to the Commission promptly with the copy/ies of Consents, Clearances and Permits, which it obtains.

11.4 The Transmission Licensee shall be responsible to acquire the necessary land for Substation and Lines etc., required for the project in a manner such that all the obligations under the Transmission Service Agreement are met.

11.5 The Transmission Licensee shall be responsible to operate and maintain the project in an efficient, coordinated and economical manner in accordance with MERC State Grid Code and comply with the directions issued by the National Load Despatch Centre, RLDC or the SLDC, as the case may be, in line with the provisions of the Electricity Act 2003 and Rule 5 of the Electricity Rules, 2005, and as amended from time to time.

11.6 The Transmission Licensee shall be responsible to honour all the terms and conditions of Transmission Service Agreement during the construction and operations phase.

11.7 The Transmission Licensee shall not enter into any contract for or otherwise engage in the business of trading in electricity during the period of subsistence of the Transmission Licence.

11.8 The licensee shall not undertake any other business for optimum utilization of the Transmission System without prior intimation to the Commission.

11.9 The Transmission Licensee shall ensure commissioning/ execution of the project within timeline specified in the Schedule 3 of the TSA (i.e., 24 Months from effective date/ 9 January 2026).

11.10 The Transmission Licensee shall provide to the Long Term Transmission Customers, on a monthly basis, progress reports with regard to the Project and its execution to enable the Long Term Transmission Customers to monitor and co-ordinate the development of the Project, matching with the Interconnection Facilities. A copy of such monthly progress report shall also be sent to STU, CEA and the Commission.

11.11 The Transmission Licensee shall as far as practicable coordinate with the other licensees executing the upstream or downstream transmission Projects and the STU for ensuring execution of the Project in a matching timeline;

11.12 Failure of JHPTL to comply with the provisions of TSA/EA and Rules and Regulations etc., this Licence would be liable to be cancelled with due process.

12 Sharing of Transmission Charges:

The transmission charges will be shared and recovered as per the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2014 as amended from time to time.

Secretary

Maharashtra Electricity Regulatory Commission, Mumbai

Dated: January,2026

ANNEXURE P/21

Public Notice

Jejuri Hinjewadi Power Transmission Limited

Registered Office: Plot No. 181, Ground Floor, Block – K, Mangolpuri, Delhi – 110083
CIN-U42202DL2025GOI445342

Inviting Suggestions/Objections on Jejuri Hinjewadi Power Transmission Limited's Application for Grant of Transmission Licence

1. The Jejuri Hinjewadi Power Transmission Limited has filed an Application for grant of Transmission Licence before the Maharashtra Electricity Regulatory Commission under the provisions of Section 14 and 15 of the Electricity Act, 2003 and the MERC (Transmission Licence Conditions) Regulations, 2004. The Hon'ble Commission has admitted the Application on [•] and directed Jejuri Hinjewadi Power Transmission Limited to publish a Public Notice under Section 15(2) of the Electricity Act, 2003.

2. Jejuri Hinjewadi Power Transmission Limited has been incorporated as a Special Purpose Vehicle for establishment of an Intra-State Transmission System for Network Expansion Scheme in Maharashtra for removal of transmission constraints in Pune region and providing supply to Data Centre Loads. The Project has been awarded through Tariff Based Competitive Bidding process conducted by REC Power Development and Consultancy Limited, notified as the Bid Process Coordinator by the Government of Maharashtra.

3. The Project consists of construction of 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW capacity each) along with associated 2 Nos. of GIS bays at 400 kV Jejuri Substation and 2 Nos. of GIS at 400 kV Hinjewadi Substation. The Applicant has been acquired by the successful bidder pursuant to the bidding process and is required to obtain Transmission Licence for establishment, operation and maintenance of the said Intra-State Transmission System in the State of Maharashtra. Accordingly, Jejuri Hinjewadi Power Transmission Limited has applied for grant of Transmission Licence.

4. The Hon'ble Commission has directed Jejuri Hinjewadi Power Transmission Limited to invite Suggestions/Objections from the Public on its Application for grant of Transmission Licence through this Notice. The Contact details of the nodal person from whom a copy of the Application may be obtained for inspection or purchase is as under:

   a. **Name**: Mr. Sandeep Mahabale
   b. **Address from which to obtain the Application copy for inspection or purchase**: The Tata Power Company Limited, Dharavi Receiving Station, Near Shalimar

Industrial Estate, Matunga, Mumbai 400 019, Maharashtra, India.

c. **Timing for inspection or purchase:** During working days between 10:00 hrs to 17:00 hrs

d. Detailed Application Documents (in English) along with CD on payment of ₹100/- in cash or by DD/Cheque drawn on "Jejuri Hinjewadi Power Transmission Limited" payable at Mumbai.

e. **Website address from where the copy of Application may be downloaded free of cost: https://www.tatapower.com/regulatorv/Regulatorv-Files/regulatorv-fillings-tab**

5. In response to the Public Notice published, every person who intends to file suggestions/objections can submit the same in English or Marathi language in writing by uploading it through 'E-Public Consultation' Tab on MERC website (www.merc.gov.in/e-public-consultation). In case of any difficulty in accessing this feature, concerned stakeholders can contact the MERC Office on Mobile No.: 8928071522 or on Email ID: suggestions@merc.gov.in between 10:00 AM to 05:00 PM on all working days.

6. A person who has uploaded suggestions and objections on 'E-Public Consultation' tab need not file any hard copy of its submission. Person who does not have access to electronic media can file their suggestion and objection in a hard copy addressed to '**Secretary'**, **Maharashtra Electricity Regulatory Commission (MERC), 13th Floor, Centre No. 1, World Trade Centre, Cuffe Parade, Mumbai-400005** along with proof of service on **Mr. V. H. Wagle Tata Power Company Limited , (Chief- Regulatory, The Tata Power Company Ltd., Backbay Receiving Station, 148 Lt. Gen J Bhonsale Marg, Nariman Point Mumbai 400021, Email: vidyadhar.wagle@tatapower.com** and should carry the full name, postal address and Email address, if any, of the sender. Suggestions and/or objections received after [●] on [●] shall not be considered. Suggestions/Objections filed through any other mode shall not be considered.

7. Jejuri Hinjewadi Power Transmission Limited shall reply to each of the objections/ comments received within three days of the receipt of the same but not later than [●] for all the objections/comments received till [●].

Place: Mumbai
Date: [●]

sd/-
Vidyadhar Hari Wagle,
Chief - Regulatory

BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION AT MUMBAI

Filing No. _____

Case No. _____

IN THE MATTER OF: Application under Sections 14, 15 and 86 (1)(d) of the Electricity Act, 2003 read with Regulation 4 of the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004 for the grant of transmission license for establishment of the intra-State transmission system forming part of the "*Network Expansion Scheme in Maharashtra for removal of transmission constraints in Pune Region and providing supply to Data Centre Loads*", being the 400 kV D/C line from 400 kV Jejuri (existing) to 400 kV Hinjewadi (2000 MW capacity each), on Build, Own, Operate and Transfer (BOOT) basis, and to provide transmission service, developed through Tariff Based Competitive Bidding.

AND IN THE MATTER OF:

Jejuri Hinjewadi Power Transmission Limited ... Petitioner/Applicant

Versus

Maharashtra State Electricity Transmission Co. Ltd. & Ors. ... Respondents

MEMO OF AUTHORISATION

I, Shantanu Singh, Authorized Signatory of Jejuri Hinjewadi Power Transmission Limited, i.e. the Petitioner in the above-mentioned matter do hereby nominate, appoint and constitute SKV Law Offices, to act, plead and appear on my behalf in the aforesaid matter.

IN WITNESS WHEREOF I have set and subscribed my hands to this writing on this 14 day of January, 2026.

Place: New Delhi
Date: 14.01.2026

Jejuri Hinjewadi Power Transmission Limited

Petitioner

I ACCEPT

Address for Correspondence

SKV LAW OFFICES
Advocates for the Petitioner
Building No. 213, Office No. 235,
Raheja Chambers,
1st Floor, Free Press
Journal Marg, Nariman
Point, Mumbai – 400021
Mobile: 9818771818
Phone: 011-47099999
Email: lawyers@skvlawoffices.com

VAKALATNAMA

BEFORE THE HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION

AT MUMBAI

Filing No. _____

Case No. _____

IN THE MATTER OF:

Jejuri Hinjewadi Power Transmission Limited ... Petitioner/Applicant

Versus

Maharashtra State Electricity Transmission Co. Ltd. & Ors. ... Respondents

I, Shantanu Singh, Authorized Representative of Tata Power Renewable Energy Limited, i.e. the Petitioner in the above-mentioned matter do hereby appoint and retain Mr. Shri Venkatesh, Mr. Shryeshth Ramesh Sharma, Mr. Ashutosh Kumar Srivastava, Mr. Suhael Buttan, Ms. Kanika Chugh, Mr. Nihal Bhardwaj, Mr. Abhishek Nangia, Ms. Priya Dhankhar, Mr. Siddharth Nigotia, Mr. Mohit Mansharamani, Ms. Manu Tiwari, Mr. Aashwyn Singh, Mr. Aniket Kanhaua, Mr. Harsh Vardhan, Adarsh Singh, Ms. Ananya Dutta ,Mr. Vineet Kumar, Ms. Surbhi Kapoor, Ms. Tanishka Khatana, Mr. Nikunj Bhatnagar, Mr. Punyam Bhutani, Mr. Kunal Veer Chopra, Mr. Vedant Choudhary, Ms. Drishti Rathi, Mr. Amol Rana, and Ms. Devishi Gupta Ms. Megharanjani Chandu, **(SKV Law Offices)** to appear, plead and act for me/us in the abovementioned Petition and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me/us in the said proceeding and also to appear in all petitions, applications for review before the Maharashtra Electricity Regulatory Commission.

Place: New Delhi
Date: 14.01.2026

Signature of the Party

"Accepted"

*Signature with date
Advocates for the Petitioner

*Signature with date
(Name and Designation)

(Address for service on the Advocates for the Petitioner)
Shri Venkatesh
Building No. 213, Office No. 235,
Raheja Chambers,
1st Floor, Free Press
Journal Marg, Nariman
Point, Mumbai – 400021
Phone: 011-47099999
Email: lawyers@skvlawoffices.com

Shri Venkatesh
(D/815/2008)

Shryeshth Ramesh Sharma
(D/2127/2003)

Ashutosh Kumar Srivastava
(D/268/2017)

Suhael Buttan
(D/2324/2017)

Kanika Chugh
(D/3183/2009)

Akash Lamba
(D/2963/2017)

Nihal Bhardwaj
(D/9517/2019)

Priya Dhankhar
(D/2092/2019)

Siddharth Nigotia
(D/6850/2019)

Abhishek Nangia
(D/2691/2019)

Mohit Mansharamani
D/2774/2019

Vineet Kumar
(D/4863/2019)

Devishi Gupta
D/10833/2025

Kunal Veer Chopra
(D/6836/2022)

Manu Tiwari
(D/4191/2020)

Surbhi Kapoor
(D/5294/2020)

Vedant Choudhary
(D/3909/2023)

Harsh Vardhan
(D/13622/2023)

Aashwyn Singh
(D/462/2023)

Tanishka Khatana
D/8705/2021

Punyam Bhutani
D/4057/2022

Drishti Rathi
D/6078/2024

Aniket Kanhaua
(MP/4421/2023)

Nikunj Bhatnagar
(D/7122/2022)

Jatin Katiyar
UP/06191/22

Megharanjani Chandu

Adarsh Singh
D/4398/2024

Ananya Dutta
D/11470/2024

Amol Rana
D/6648/2024

Nuha Rahman
D/15186/2025

JEJURI HINJEWADI POWER TRANSMISSION LIMITED
Registered Office: Plot No. 181, Ground Floor, Block – K, Mangolpuri, Delhi – 110083
CIN: U42202DL2025GOI445342 ● Tel.: 022- 6717 2884 ● Email ID: sanjeev.gupta@tatapower.com

Certified True Copy of the Resolution passed at the Board Meeting held on January 9, 2026

"RESOLVED that Mr. Shantanu Singh, Group Head - Legal, The Tata Power Company Limited, (Authorised Representative) be and is hereby authorised on behalf of the Company, to do the following acts, deeds, matters and things in connection with the issues related to legal matters:

1. To commence any action or legal proceedings in any court of law and to defend for and on behalf of the Company all actions, suits, proceedings, applications or appeals arising under the provisions of the Electricity Act, 2003 (including the rules & regulations issued thereunder), and for such purposes to retain Advocates, Attorneys, Counsels and other legal practitioners, and appear for and represent the Company before Judge, Magistrate, tribunal, regulatory commission or any other public authority constituted under the Electricity Act, 2003 (including the rules and regulations issued thereunder), as occasion shall require, and thereupon to make any application, affidavit, petition including the signing of any appeal, revision, application or other document that may be required by the abovementioned authorities, or to do, execute and performs such acts, deeds, matters and things and shall be requisite or expedient according to law and in the interest of the Company. In addition to the matters concerning Electricity Act, 2003 as stated above, to commence any actions or legal proceedings in any court of law, including Arbitral Tribunal, High Court(s), Supreme Court of India and any other judicial forums in relation to matters related to Arbitration, Environmental Laws, filing of writ petitions, etc.

2. To commence any action or legal proceedings in any Court of law including any judicial/ quasi-judicial authority or institution, Regulatory Commission/Tribunal constituted under any Special Act and/or any of its Appellate forums, and to defend for and on behalf of the Company all actions including but not limited to Petitions, Suits, Writs or any other proceedings, applications or appeals arising under the various provisions of the Law/Act/ Rules/Regulations, etc as may be applicable and for such purposes to retain. Advocates, Attorneys, Counsels and other legal practitioners, and to appear for and represent the Company before any Court or judicial/quasi-judicial forums, Regulatory Commission/ Tribunal or any other public authority constituted under applicable Law/act including the rules and regulations issued thereunder), as occasion shall require, and thereupon to make any application, affidavit, petition or any other pleadings, documents including the signing and execution of such or any other documents as may be required by the abovementioned authorities/bodies or to do execute and performs such acts, deeds, matters and things and shall be requisite or expedient according to law and/or in the interest of the Company.

3. To do and execute or cause to be done and executed all documents and assurances, acts, deeds, matters or things ancillary or incidental to the abovementioned matters and all and whatsoever the Authorised Representative shall do or cause to be done in or about the premises by virtue of the aforesaid powers or any of them, the Company doth hereby for itself, its successors and assigns covenant with the said Mr. Singh, his heirs, executors and administrators to allow, ratify and confirm.

4. Generally to do and execute all acts, matters, instruments and things in or about the business of the Company as the Company could do or would have done touching these premises and that as amply and effectually to all intents and purposes as the Company could do or would have done, the Company hereby ratifies and confirms and agrees to ratify and confirm all and whatsoever the said Authorised Representative shall lawfully do or cause to be done in and about the premises by virtue of these presents."

Certified True Copy
For **Jejuri Hinjewadi Power Transmission Limited**

Nilesh Narayan Kane
Digitally signed by Nilesh Narayan Kane
Date: 2026.01.12 17:16:45 +05'30'

Nilesh N. Kane
Additional Director
DIN: 09216070