BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. _____ OF 2026

IN THE MATTER OF:

Balsane Power Transmission Limited ...Applicant/ Petitioner

VERSUS

State Transmission Utility – Maharashtra State Electricity Transmission Company Limited & Ors.

….Respondents

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Place: New Delhi
Date: 02.10.2026

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State Transmission Utility - Maharashtra State Electricity Transmission Company Limited & Ors. ...Respondents

MEMO OF PARTIES

Balsane Power Transmission Limited
RMZ Infinity, 5th Floor, Plot No. 15,
Phase-IV, Udyog Vihar,
Sector 18, Gurugram, Haryana,
India – 122015 ...Applicant/ Petitioner

VERSUS

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AND

IN THE MATTER OF:

Balsane Power Transmission Limited
RMZ Infinity, 5th Floor, Plot No. 15,
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VERSUS

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   Email id: ranjeet.savardekar@adani.com

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…Respondents

MOST RESPECTFULLY SHOWETH:

I. CONSPECTUS

1. The present Petition is filed by Balsane Power Transmission Limited ("**BPTL**"/ "**Applicant**"/ "**Petitioner**") under Sections 14 and 15 read with Section 86(1)(d) of the Electricity Act, 2003 ("**Act**"), the Maharashtra Electricity Regulatory Commission (Transmission Licence Conditions) Regulations, 2004, as amended ("**Licence**

Regulations"), and the applicable procedural regulations, seeking a transmission licence for the intra-State transmission system known as "*Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)*" ("**Project**"). The Project was bid on a build, own, operate and transfer ("**BOOT**") basis through tariff based competitive bidding process, consisting of the following elements:

S. No.	Scope of Transmission Scheme	Scheduled COD (Months from Effective Date)	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective element
1	Establishment of AIS Balsane with 2 x 1500 MVA, 765/ 400 kV ICTs and 4 x 500 MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level. • 765/ 400 kV, 1500 MVA, ICT – 2 Nos. (7x500 MVA single phase units including one spare ICT Unit)	24 months	73.00 % (for Elements at Sl. No. 1, 2, 4, 5 and 6)	Elements at Sl. No. 1, 2, 4, 5 & 6 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.

S. No.	Scope of Transmission Scheme	Scheduled COD (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
	• 240 MVAr, 765 kV Bus Reactor – 1 No. (4 x 80 MVA single phase units including one spare Reactor Unit) • 400/ 220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor – 1 No. • 765 kV ICT bays – 2 Nos. • 400 kV ICT bays – 6 Nos. • 220 kV ICT bays – 4 Nos. • 765 kV line bays – 4 Nos. • 400 kV line bays – 6 Nos. • 220 kV line bays – 4 Nos. • 765 kV Bus Reactor bay – 1 No.			

S. No.	Scope of Transmission Scheme	Scheduled COD (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
	• 400 kV Bus Reactor bay – 1 No. • 220 kV Transfer Bus Coupler – 1 set • 220 kV Bus Coupler – 1 No. **Space Provision for Future Scope** • 1 x 1500 MVA, 765/ 400 kV ICT • 1 x 500 MVA, 400/ 220 kV ICT • 765 kV ICT bay – 1 No. • 400 kV ICT bay – 2 Nos. • 220 kV ICT bay – 1 No. • 765 kV line bay – 2 Nos. • 400 kV line bays – 6 Nos. • 220 kV line bay – 6 Nos.			

S. No.	Scope of Transmission Scheme	Scheduled COD (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
2	LILO of the 765 kV D/C Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	24 months		
3	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 220 kV line end bays at 220 kV Shivajinagar (existing) – 02 Nos	30 months	27.00%	Elements at Sl. Nos. 1, 2, 4, 5 & 6 required to be commissioned prior to commissioning of Element at Sl. No. 3
4	LILO of the 400 kV D/C Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) line at 765 kV AIS Balsane.	24 months	73.00 % (for Elements at Sl. No. 1, 2, 4, 5 and 6)	Elements at Sl. No. 1, 2, 4, 5 & 6 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
5	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at 220 kV Shivajinagar	24 months		

S. No.	Scope of Transmission Scheme	Scheduled COD (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
	(Existing) – 02 Nos.			
6	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing) – 02 Nos.	24 months		

Note:

1. *Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/ Future Utility. However, in case of land constraints TSP, i.e. BPTL, may opt for GIS bays/ Procure suitable land adjacent to the substations.*

2. *In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*

Hereinafter, the foregoing elements are collectively referred to as the "**Project**".

II. DESCRIPTION OF PARTIES

Brief background of the Petitioner

2. The Petitioner is a special purpose vehicle ("**SPV**") established to implement the Project under Section 63 of the Act.

Brief background of the Respondents

3. Respondent No. 1, State Transmission Utility - the Maharashtra State Transmission Utility ("**STU**"/ "**Nodal Agency**"), is the counterparty to the executed TSA. MSETCL is responsible for the planning and coordination of the Intra-State Transmission System ("**InSTS**") within the State of Maharashtra and is responsible for making payment of transmission charges on behalf of the Long-Term Transmission System Users ("**LTTSUs**") in terms of the Request for Proposal dated 08.12.2025 ("**RfP**") and the Transmission Service Agreement dated 28.09.2026 ("**TSA**").

4. Respondent No. 2, REC Power Development and Consultancy Limited ("**RECPDCL**"/ "**BPC**"), was appointed as the Bid Process Coordinator by the Government of Maharashtra order dated 03.10.2025 to select a transmission service provider ("**TSP**") through tariff-based competitive bidding ("**TBCB**") for the Project. Respondent Nos. 3 to 21 are the LTTSUs of the Project being developed by the Petitioner.

III. PROOF OF SERVING A COPY OF THE PETITION ON THE RESPONDENTS

5. The proof of service to the Respondents is attached hereto and marked as **Annexure A.**

IV. STATUS OF THE PETITIONER: INDIVIDUAL/ PARTNERSHIP FIRM/ PRIVATE LIMITED/ PUBLIC LIMITED COMPANY:

6. It is submitted that the Petitioner is a Public Limited Company incorporated under the Companies Act, 2013.

V. BRIEF DESCRIPTION OF IMPORTANT EVENTS/ BIDDING PROCESS FOR AWARD OF ASSETS UNDER CONSIDERATION IN THE PRESENT PETITION.

7. Provided under the Factual Background below.

VI. FACTUAL BACKGROUND

8. The Government of Maharashtra ("**GoM**") *vide* order dated 03.10.2025 ("**Government Order**") appointed RECPDCL as the BPC to select the TSP for the "*Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)*"..

   A copy of the Government of Maharashtra order dated 03.10.2025 appointing RECPDCL as BPC is annexed herewith and marked as **Annexure - B**.

9. On 06.01.2026, MSETCL, pursuant to the Minutes of the Meeting of the 7th Empowered Committee for execution of Transmission Projects held on 12.03.2023, constituted the Bid Evaluation Committee

("**BEC**") for evaluating the bid of the Project. The BEC, as constituted by MSETCL *vide* its notification dated 06.01.2026 consisted of the following people:

a. Shri Peeyush Sharma, Chief Engineer (STU) as the Chairman;

b. Shri Ganeswara Rao Jada, Director (PSPA-I), CEA;

c. Shri Girish Pantoji, Chief Engineer, SLDC;

d. Shri Sandip Patil, Chief Engineer (Power Purchase), MSEDCL;

e. Shri Anil Nagendra Kalekar, Chief General Manager (F&A), MSEDCL; and

f. Shri Shri Rajesh Raj, Sr. General Manager & HoD, RECPDCL.

A copy of the Notification dated 06.01.2026 issued by MSETCL constituting the Bid Evaluation Committee is annexed herewith and marked as **Annexure - C**.

10. In furtherance of the bidding process, the BPC incorporated an SPV, i.e., BPTL on 18.12.2025, under the Companies Act, 2013, as its wholly owned subsidiary to undertake preparatory activities for implementation of the Project and to subsequently act as the TSP upon acquisition by the successful bidder.

A copy of the certificate of incorporation dated 18.12.2025 is annexed herewith and marked as **Annexure - D**.

A copy of the Memorandum of Association along with the Articles of Association of the Petitioner company are annexed herewith and marked as **Annexure – E (Colly)**.

11. On 08.12.2025, the BPC initiated the bidding process and issued a letter to this Hon'ble Commission as well as to MSETCL intimating it regarding the invitation for selection of the TSP for establishing the

Project. By way of the letter dated 08.12.2025, the BPC communicated the RfP for the Project has been issued and the same can be downloaded the BPC's wesbites: www.recindia.nic.in; and www.recpdcl.in. The BPC also published advertisements on daily newspapers intimating the initiation of the bidding process of the Project.

Copies of the letters dated 08.12.2025 issued by the BPC to this Hon'ble Commission and MSETCL intimating the initiation of the bidding process are annexed herewith and marked as **Annexure - F (Colly.)**.

12. In furtherance of the above, the BPC issued the RfP on 08.12.2025 inviting proposals to establish the Project on TBCB on a BOOT basis.

Copies of the RfP dated 08.12.2025with all clarifications and amendments issued thereto, along with the amendments for extension of bid submission are annexed herewith and marked as **Annexure - G (Colly.)**.

13. In terms of the RfP, the selected bidder is required to acquire 100% of the equity shareholding of the SPV along with all its assets and liabilities, and thereafter implement the Project as TSP under the TSA on a BOOT basis.

14. It is submitted that M/s Resonia Limited ("**Resonia**") was one of the bidders who had submitted their bid for the Project. Resonia submitted its technical bid and financial bid on 03.06.2026. The final offer was discovered through the e-reverse auction held on 30.06.2026. It is submitted that the BEC issued its certificate dated 06.07.2026, *inter alia*, confirming the entire competitive bidding process was carried out

in accordance with the "*Tariff based Competitive Bidding Guidelines for Transmission Service*" and "*Guidelines for encouraging competition in development of Transmission Projects*" issued by the Ministry of Power, Government of India ("**MoP**") (collectively, called the "**TBCB Guidelines**"). The BEC Certificate dated 06.07.2026 further recorded that Resonia, with the lowest annual transmission charges of INR 2,367.85 million, emerged as the successful bidder after conclusion of the e-reverse auction.

A copy of the BEC certificate dated 06.07.2026 is annexed herewith and marked as **Annexure - H**.

15. Accordingly, the BPC issued the Letter of Intent ("**LoI**") dated 17.08.2026, bearing ref. no. RECPDCL/TBCB/Balsane/2026-27/2339, which was duly and unconditionally accepted. In terms of Clause 2.15.2 of the RfP, the selected bidder was required to acquire the SPV within 10 days of issuance of the LoI.

A copy of the LoI dated 17.08.2026 with its financial-bid schedule is annexed herewith and marked as **Annexure - I**.

16. Thereafter, *vide* letter dated 23.09.2026, the BPC intimated Resonia that the acquisition price payable for transfer of the SPV is INR 5,59,19,024/- (*Indian Rupees Five Crores Fifty-Nine Lakhs Nineteen Thousand and Twenty-Four Only*) and requested payment of the same.

A copy of the BPC letter dated 23.09.2026 intimating the acquisition price is annexed herewith and marked as **Annexure - J**.

17. On 28.09.2026, Resonia furnished a Surety Insurance Contract ("**SIC**") in favour of Maharashtra STU/ MSETCL in the sum of Rs. 63.60 crore (Rupees Sixty-Three Crores and Sixty Lakhs Only) as

contract performance security. The SIC bond number 93000056265100000012 issued on 25.09.2026 by New India Insurance Company Limited records the bond start date as 28.09.2026, the bond expiry on 30.06.2029 and the bond claim expiry date on 30.06.2030.

Copies of the letter dated 28.09.2026 issued by Resonia along with the SIC dated 25.09.2026 are annexed herewith and marked as **Annexure - K (Colly.)**.

18. It is stated that *vide* letter dated 17.09.2026, the MoP approved the transfer of shares held by the BPC in BPTL to the Successful Bidder/ Resonia.

A copy of the letter dated 17.09.2026 issued by MoP for approval of the transfer of shares is annexed herewith and marked as **Annexure - L**.

19. It is stated that the GoM on 21.04.2026 had also granted its approval for laying of overhead transmission lines under Section 68 of the Act for the implementation of the InSTS Project.

A copy of the Section 68 approval granted by GoM dated 21.04.2026 is annexed herewith and marked as **Annexure – M**.

20. As stated above, in terms of Clause 2.15.2 of the RfP, the selected bidder is required to acquire the SPV within 10 days of the issuance of the LoI. Thereafter, in terms of Clause 2.15.4 of the RfP, the successful bidder/ TSP is required to apply to this Hon'ble Commission, within five working days of acquiring the SPV, for the grant of Transmission Licence. In terms of the letter dated 26.09.2026, the BPC extended the validity of the LoI till 28.09.2026, and in terms of Clause 2.15.4, the

Petitioner was required to apply for Transmission Licence within 5 working days from the date of acquisition of SPV.

A copy of the letter dated 26.09.2026 issued by the BPC extending the LoI validity is annexed herewith and marked as **Annexure - N**.

21. In terms of the above, upon completing all procedural requirements as specified in the bid documents, Resonia acquired 100% equity shareholding in the Petitioner Company on 28.09.2026 upon the execution of the Share Purchase Agreement ("**SPA**") between the BPC, BPTL, and Resonia. Further, the Petitioner executed the TSA on 28.09.2026 with Maharashtra STU, being the Nodal Agency.

A copy of the SPA dated 28.09.2026 executed between the BPC, BPTL and Resonia is annexed herewith and marked as **Annexure – O**.

A copy of the TSA dated 28.09.2026 is annexed herewith and marked as **Annexure – P.**

22. It is humbly submitted that Section 14 of the Act provides that the Appropriate Commission may, on an Application/ Petition made under Section 15 of the Act, grant a licence to any person to transmit electricity as a transmission licensee, in any area as may be specified in the licence. The word 'person' has been defined in Section 2(49) of the Act to include any company or body corporate or association or body of individuals, whether incorporated or not, or an artificial juridical person. Therefore, the Petitioner, in accordance with the TSA and under Section 14 of the Act, is filing the present Petition, *inter alia,* seeking the grant of a Transmission Licence for the Project described above.

23. Further, Section 15(1) of the Act provides that every Application/ Petition under Section 14 shall be made in such manner and in such form as may be specified by the Hon'ble Commission. Regulation 4.1 of the Licence Regulations prescribes the form and accompanying documents and information in Schedule 1 of the Licence Regulations; Regulation 4.2 addresses the prescribed fee; and Regulation 4.3 requires the signed application to be addressed to the Secretary and submitted in accordance with the applicable petition-filing procedure. It is submitted that the Petitioner company, incorporated under the Companies Act, 2013, is a wholly owned subsidiary of Resonia, which has been selected through the TBCB process, in accordance with the TBCB Guidelines, and thus, is eligible for the issuance of a Transmission Licence. The Petitioner has been duly acquired by Resonia under the terms of the RfP. Accordingly, the Petitioner is eligible for the grant of licence under the Licence Regulations.

24. It is submitted that the grant of transmission licence is a condition under the TSA and is also a requirement in law, without which the Petitioner cannot proceed with the establishment of the Project.

25. It is submitted that in compliance with Regulation 6.2 of the Licence Regulations, a copy of the complete Petition shall be made available on the website of the Petitioner (*https://resonia.com*), in English, and the Petition shall remain on the Petitioner's website till the time the licence is issued to the Petitioner or the Petition is rejected by this Hon'ble Commission.

26. It is submitted that the Petitioner shall, in the future, comply with all the other requirements from time to time, as stipulated under the Act and the Licence Regulations, passed by this Hon'ble Commission, and

place a report of compliance with the same before this Hon'ble Commission.

27. The Petitioner is a project-specific SPV, fully owned and controlled by Resonia, a leading integrated power utility with extensive experience in transmission projects across India. The financial, technical and managerial capability of Resonia has already been evaluated by the BPC during the TBCB process, and therefore stands conclusively established for the purposes of grant of licence.

28. 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.

29. 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.

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

31. It is submitted that, simultaneously with the present Petition, the Petitioner has also filed another Petition before this Hon'ble Commission for the adoption of the transmission charges for the Project under Section 63 of the Electricity Act.

32. In view of the above, it is submitted that the Petitioner satisfies all the conditions for the grant of an Intra-State Transmission Licence under the Act and the Licence Regulations for the establishment of the

Project. Therefore, the Petitioner humbly prays that the aforementioned Petition be taken on record and its prayers be allowed.

A copy of the Board Resolution dated 29.09.2026 is annexed herewith and marked **Annexure – Q.**

33. The present Petition is made *bona fide* and in the interest of justice.

VII. SCHEDULE 1 APPLICATION UNDER THE LICENCE REGULATIONS

34. It is submitted that the duly filled Schedule 1 for Transmission Licence is annexed herewith and marked as **Annexure – R**.

35. The said Schedule 1 (Annexure R) encloses and certifies all information and documents required under the Licence 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 1 of the Licence Regulations.

36. The Petitioner has also complied with Regulations 5 and 6 of the Licence 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.

VIII. SCHEDULE 2 FORM OF LICENCE

37. The licnece sought herein is required to be issued in the format prescribed in Schedule 2 of the Licence Regulations, and the Petitioner undertakes to comply with all general and specific licence conditions specified therein.

IX. PUBLIC NOTICE FOR GRANT OF TRANSMISSION LICENCE

38. The Petitioner, as per Regulation 6 of the 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 – S**.

X. LIMITATION

39. The Petitioner declares that the present Petition has been filed without any delay and within the period of limitation.

XI. PRAYERS

40. In view of the facts and circumstances stated above, the Petitioner respectfully prays that this Hon'ble Commission may be pleased to:

a. Grant a transmission licence to Balsane Power Transmission Limited under Section 14 of the Electricity Act, 2003, in respect of establishment and operation of the intra-State transmission project titled "*Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)*", in accordance with law;

b. Issue the transmission licence in the format prescribed under Schedule-II of the MERC (Transmission Licence Conditions) Regulations, 2004, subject to such terms and conditions as this Hon'ble Commission may deem fit in accordance with the said Regulations;

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

(d) Pass such other or orders which are deemed fit and proper in the facts and circumstances of the case.

Balsane Power Transmission Limited

Balsane Power Transmission Limited
Mr. T. Amarendranath Reddy
Petitioner

Through

TRILEGAL
Advocates for the Petitioner
Prius Platinum, Wing A & B,
First Floor, D3, District Centre,
Saket, New Delhi-110017
E-mail ID: deep.rao@trilegal.com
Phone No. : +91 7042643321

Place: New Delhi
Date: 01/10/2026

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

CASE NO. OF 2026

IN THE MATTER OF:

Balsane Power Transmission Limited **...Petitioner**

Versus

Maharashtra State Electricity Transmission Company Limited & Anr. **...Respondents**

AFFIDAVIT VERIFYING THE PETITION ON BEHALF OF THE PETITIONER

I, T. Amarendranath Reddy, S/o. Shri T.S. Reddy, the Authorized Signatory of the Petitioner in the above Petition, having my office at RMZ Infinity, 5th Floor, Plot No. 15, Phase-IV, Udyog Vihar, Gurugram – 122015, presently at New Delhi, do hereby solemnly affirm and state as follows:

1. That I am the Authorized Signatory of the Petitioner and I am well conversant with the facts and the circumstances of the case, and therefore competent to swear this affidavit.

2. That the statements made in the paragraphs of the Petition are true to my knowledge and belief, and I believe them to be true.

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

4. That the annexures annexed to the Petition are correct and true copies of the respective originals.

Balsane Power Transmission Limited

DEPONENT

NOTARY 13 POOJA BHASIN (ADVOCATE) Reg. No.10651 GOVT. OF INDIA

VERIFICATION

Verified at New Delhi on this 1 OCT 2026 day of Sep October 2026, that the contents of my above noted affidavit are true and correct to my knowledge and no part of it is false and nothing material has been concealed therefrom.

Balasore Power Transmission Limited

DEPONENT

Prajeet Ghosh
D12723/2024
I Identify the deponent who has signed/put TI in my Presence

ATTESTED
Pooja Bhasin
NOTARY PUBLIC, INDIA

NOTARY
POOJA BHASIN
(ADVOCATE)
Reg. No. 10651
13
GOVT. OF INDIA

1 OCT 2026

ANNEXURE A

Proof of Service

Prajeet Ghosh

From:	Prajeet Ghosh
Sent:	Wednesday, October 7, 2026 5:11 PM
To:	co@recpdcl.in; vijay.kulkarni@recpdcl.in; pshariharan@recpdcl.in; tbcb@recpdcl.in; cestu@mahatransco.in; sesys@mahatransco.in; cepp@mahadiscom.in; nitin.lothe@tatapower.com; ranjeet.savardekar@adani.com; dcet@bestundertaking.com; nchunarkar@kraheja.com; Sudeep Rawat; nchunarkar@kraheja.com; ho@tuco.in; vemd@madcindia.org; nchunarkar@kraheja.com; nisar@eropower.in; bhagwansinkar@jnport.gov.in; vikas.patil@arshiyalimited.com; ranjeet.savardekar@adani.com; nisar@eropower.in; dgmelecpra@auric.city; dgmelecpra@auric.city; manish1.kumar@adani.com; anupam.patra@adani.com; dcemerc@bestundertaking.com; legal@eropower.in; krcpower.ho@kraheja.com; Sudeep Rawat; anilchopade@jnport.gov.in; krcpower.ho@kraheja.com; consult.ele@madcindia.org; dgmelecpra@auric.city; setrcmsedcl@gmail.com; krcpower.ho@kraheja.com; legal@eropower.in; regulatory@tuco.in; ameym@tatapower.com
Cc:	Team Deep Rao
Subject:	RE: Advance Service of Petition seeking grant of transmission licence and adoption of transmission charges on behalf of Balsane Power Transmission Limited before the MERC

Dear all,

We are the counsels for Balsane Power Transmission Limited (**BPTL**) in the following matters, to be re-filed before the Hon'ble Maharashtra Electricity Regulatory Commission:

1. Diary No. 437/2026: Application under Sections 14, 15 and 86(1)(d) of the Electricity Act, 2003, read with the Maharashtra Electricity Regulatory Commission (Transmission Licence Conditions) Regulations, 2004, as amended, and the Maharashtra Electricity Regulatory Commission (Transaction of Business and Fees and Charges) Regulations, 2022, seeking a transmission licence in respect of the intra-State transmission project titled "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"; and

2. Diary No. 438/2026: Petition under Section 63 of the Electricity Act, 2003, for the adoption of transmission charges with respect to the transmission system to be implemented by Balsane Power Transmission Limited.

By way of advance service, please see the links to access the above petitions:

1. BPTL TL Petition_01102026 v1.pdf
2. MERC S. 63 Petition BPTL (1).pdf

Request you to acknowledge receipt of this email.

Regards,
Prajeet Ghosh,
Counsel for the Petitioner

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

महाराष्ट्र शासन

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

उद्योग, ऊर्जा , कामगार व खनिकर्म विभाग,

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय , मुंबई-४०० ०३२

दिनांक: ०३ ऑक्टोबर, २०२५

वाचा :

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

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

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

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

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

६) MSETCL/CO/CE/STU-TBCB/EC/6th/६७१३ dtd. २७.०९.२०२४

७) MSETCL/CO/CE/STU-TBCB/EC/6th/८५१८ dtd. १२.१२.२०२४

८) MSETCL/CO/CE/STU-TBCB/EC/6th/००३२ dtd. ०१.०१.२०२५

९) MSETCL/CO/CE/STU-TBCB/EC/6th/०५१२ dtd. १७.०१.२०२५

१०) शासन निर्णय क्र. संकीर्ण-०१२५/प्र. क्र.३२/ऊर्जा-४ दिनांक १२.०२.२०२५

११) MSETCL/CO/CE/STU-TBCB/EC/7th/१८४१ dtd. ०६.०३.२०२५

१२) MSETCL/CO/CE/STU/३६० dtd. २१.०३.२०२५.

१३) MSETCL/CO/CE/STU/९९२ dtd. २१.०८.२०२५.

प्रस्तावना :-

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

सदर समितीची आठवी बैठक दि.०८.०७.२०२५ रोजी पार पडली. सदर बैठकीत ०७ प्रकल्पांकरीता निविदा प्रक्रिया समन्वयक (Bid Process Co-coordinator (BPC) नियुक्तीबाबत चर्चा झाली. त्यानुसार ०७ प्रकल्पांकरीता निविदा प्रक्रिया समन्वयक (Bid Process Coordinator) नियुक्ती करण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय : -

राज्यात नवीन पारेषण प्रकल्प उभारणीसाठी वीज दरावर आधारित स्पर्धात्मक निविदा प्रक्रिया राबविण्यासाठी अधिकार प्राप्त समितीने (Empowered committee) आठव्या बैठकीत

पुढील सात प्रकल्पांकरीता अनुक्रमे १) मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL) व २) मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL) यांना निविदा प्रक्रिया समन्वयक (Bid Process Coordinator) म्हणून केलेल्या नियुक्तीस शासनाची मान्यता देण्यात येत आहे.

Project-1 Establishment of 765 kV AIS Balsane (Dist. Nashik)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Balsane with 2 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	2 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 4 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	4 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	
3	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	40 km	
4	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)	150 km	
5	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	20 km	
6	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)	28 km	
7	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP)	12 km	
8	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	
9	Future Space Provision for 765 kV RE Generator end bays- 02 Nos		
10	Future Space provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
11	Space Provision for termination of 400 kV D/C line from Dhule PS 400 kV AIS end bays – 02 Nos.		
12	Future Space Provision for 400 kV RE Generator end bays- 04 Nos.		
13	Future Space Provision for 220 kV RE Generator end bays- 06 Nos.		

Project-2 Establishment of 765/400/220 kV AIS Apta (Dist. Raigad)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Apta with 3 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	3 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 2 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	2 x 500 MVA, 400/220 kV ICTs 400 kV,125 MVAr Bus Reactor-01 No.	
3	765 kV D/C from 765 kV AIS Apta to 765 kV Mahape (Proposed)	40 km	
4	765 kV D/C from 765 kV AIS Apta to 765 kV South Kalamb (Proposed)	85 km	
5	765 kV D/C from 765 kV AIS Apta to 765 kV Dolvi (Proposed)	30 km	
6	400 kV Spare End bays for Datacenter Load - 08 Nos		
7	220 kV D/C line from 765 kV AIS Apta to 220 kV Apta (Existing)	10 km	
8	Future Space provision for Connectivity to Green Hydrogen Plants at 765 kV level. 765 kV end bays -02 Nos.		
9	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	
10	Future Space Provision for 3 x 500 MVA, 400/220 kV ICT	3 x 500 MVA, 400/220 kV ICT	
11	Future Space Provision for connectivity to Datacenter consumers at 220 kV Level 220 kV end bays – 06 Nos		

Project-3 Establishment of 400/220 kV GIS Ambernath (Dist. Thane)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of GIS Ambernath with 4 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	4 x 500 MVA, 400/220 kV ICTs 400 kV ,125 MVAr Bus Reactor-01 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	LILO of 400 kV line from Padghe PG to Navi Mumbai (PG) & LILO of 400 kV line from Padghe PG to Kharghar at 400 kV GIS Ambernath	0.5 km	
3	220 kV M/C line (04 Ckts) from 400 kV GIS Ambernath to 220 kV Amazon Dombivli (Proposed)	0.3 km	
4	LILO on 220 kV S/C line from Anandnagar to Palava at 400 kV GIS Ambernath	5 km	

5	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
6	Future Space Provision for connectivity to Datacenter consumers 400 kV end bays- 06 Nos		
7	Future Space Provision for connectivity to Datacenter consumers 220 kV end bays- 06 Nos		

Project-4 Establishment of 220/132/33 kV AIS Musalgaon (Dist. Nashik)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Musalgaon with 2 x 100 MVA, 220/132 kV ICTs	2 x 100 MVA, 220/132 kV ICTs	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 2 x 50 MVA, 220/33 kV Power Transformers	2 x 50 MVA, 220/33 kV Power Transformers	
3	220 kV D/C line from 220 kV AIS Musalgaon to 400 kV Babhaleshwar (existing)	60 km	
4	220 kV D/C line from 220 kV AIS Musalgaon to 220 kV Raymond (existing)	60 km	
5	LILO of 132 kV S/C line from Khaparale to Akole at 220 kV AIS Musalgaon	8.35 km	
6	LILO of 132 kV S/C line from Khaparale to Sangamner at 220 kV AIS Musalgaon	8.35 km	
7	132 kV D/C line from 220 kV AIS Musalgaon to 132 kV Sinner (existing)	12 km	
8	33 kV AIS feeder Bays at 220 kV AIS Musalgaon -08 Nos		
9	Future Space for 220 kV bays at 220 kV AIS Musalgaon-02 Nos.		
10	Future Space for 132 kV bays at 220 kV AIS Musalgaon-02 Nos.		
11	Future Space for 33 kV bays at 220 kV AIS Musalgaon-04 Nos.		

Project-5 Establishment of 765/400/220 kV AIS Kandalgaon (Dist. Raigad)

Sl. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Kandalgaon with 3 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	3 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 2 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	2 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	

3	LILO on 765 kV D/C line from Satara (Proposed) to Pune-III (Proposed) at 765 kV AIS Kandalgaon	55 km	
4	LILO on 400 kV D/C line from Dabhol to Nagothane at 765 kV AIS Kandalgaon	20 km	
5	220 kV D/C line from 765 kV AIS Kandalgaon to 220 kV Kandalgaon (Existing)	10 km	
6	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	
7	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
8	Future Space provision for termination 2 x D/C 765 kV lines from 765 kV Dolvi (Proposed) 765 kV end bays- 04 Nos.		
9	Future Space Provision for connectivity to Pumped Storage Plants (PSP) 400 kV end bays- 04 Nos		
10	Future Space Provision for connectivity to Dighi Port 220 kV end bays – 02 nos.		

Project-6 Establishment of 765/400/220 kV AIS Dolvi (Dist. Raigad)

Sr. No.	**Details of Project**	**Tentative Route Length (km) / Capacity (MVA)**	**Bid Process Coordinator (BPC)**
1	Establishment of AIS Dolvi with 5 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	5 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	3 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	
3	765 kV 2 x D/C from 765 kV AIS Dolvi to 765kV AIS Kandalgaon (Proposed)	65 km	
4	LILO on Both circuit of 400 kV D/C line from Padghe to Nagothane at 765 kV AIS Dolvi.	30 km	
5	220 kV D/C line from 765 kV AIS Dolvi to 220 kV Wadkhal (Existing)	0.5 km	
6	LILO on 220 kV D/C line from Apta (Existing) to Uran (Existing) at 765 kV AIS Dolvi.	25 km	
7	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT bays	1 x 1500 MVA, 765/400 kV ICT	
8	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT bay	1 x 500 MVA, 400/220 kV ICT	
9	Future Space provision for termination of 765 kV D/C line from 765 kV AIS Apta 765 kV end bays-02 Nos		
10	Future Space provision for Connectivity to Green Hydrogen Plants 765 kV end bays -02 Nos		
11	Future Space provision for HVDC to Mumbai 400 kV end bays-04 Nos		
12	Future Space Provision for 220 kV bays- 04 Nos.		

Project-7 Establishment of 400/220/132 kV AIS Latur (Dist. Latur)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	3 x 500 MVA, 400/220 kV ICTs 400 kV ,125 MVAr Bus Reactor-01 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 3 x 315 MVA, 400/132 kV ICTs	3 x 315 MVA, 400/132 kV ICTs	
3	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)	65 km	
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)	35 km	
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)	20 km	
6	220 kV D/C line from 400kV AIS Latur to 220 kV Vairag (Existing)	60 km	
7	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)	40 km	
8	220 kV Connectivity to Solar Generators 220 kV End Bays – 06 nos.		
9	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)	40 km	
10	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)	30 km	
11	Space Provision for 400 kV Solar Generator end bays- 04 Nos		
12	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
13	Future Space Provision for 1 x 315 MVA, 400/132 kV ICT	1 x 315 MVA, 400/132 kV ICT	
14	Future Space Provision for termination 400 kV D/C line from 765 kV Parli (M) (Proposed) 400 kV end bays – 02 Nos.		
15	Space Provision for 220 kV Solar Generator end bays- 06 Nos		
16	Space Provision for 132 kV Solar Generator end bays- 06 Nos		

सदर १) मेसर्स पीएफसी कन्सल्टिंग लि. (PFCCL) व २) मेसर्स आरईसी पॉवर डेव्हलपमेंट आणि कन्सल्टिंग लि. (RECPDCL) हे दोन्ही निविदा प्रक्रिया समन्वयक (Bid Process Coordinator) हे केंद्रशासनाच्या अधिसूचित नमूद आहेत. तसेच सदर निविदा प्रक्रिया समन्वयकांची नियुक्ती या संदर्भात ऊर्जा मंत्रालय, भारत सरकार यांनी वेळोवेळी केलेल्या मार्गदर्शक सूचनांच्या व अटींच्या अधीन राहील.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०२५१००३१६२४३७२५१० असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

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(उ.र.दहिफळे)

सह सचिव, महाराष्ट्र शासन

प्रत:

१) मा. राज्यपाल यांचे सचिव, राजभवन, मलबार हिल, मुंबई-४०००३५
२) मा. मुख्यमंत्री, महाराष्ट्र राज्य यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई
३) मा.उपमुख्यमंत्री (नगर विकास) यांचे सचिव, मंत्रालय, मुंबई
४) मा. उप मुख्यमंत्री (वित्त व नियोजन), यांचे सचिव, मंत्रालय, मुंबई
५) मा.मंत्री (अपारंपारिक ऊर्जा) यांचे खाजगीसचिव, मंत्रालय, मुंबई
६) मा.राज्यमंत्री (ऊर्जा) यांचे खाजगी सचिव, मंत्रालय, मुंबई
७) मा. मुख्यसचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई.
८) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या. प्रकाशगंगा, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई-४०००५१
९) अप्पर मुख्य सचिव (ऊर्जा), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई
१०) अप्पर मुख्य सचिव, नियोजन विभाग, मंत्रालय, मुंबई
११) अप्पर मुख्य सचिव, वित्त विभाग, मंत्रालय, मुंबई
१२) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज वितरण कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई-४०००५१
१३) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज निर्मिती कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई-४०००५१
१४) निवड नस्ती (ऊर्जा-४), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई.

Regarding the appointment of Bid Process Coordinator (BPC) for implementing the Tariff Based Competitive Bidding process for setting up new transmission projects in the State.

Government of Maharashtra

Government Resolution No.: Sankirna-0125/C.R.32/Energy-4,

Industry, Energy, Labour and Mining Department,

Madam Cama Road, Hutatma Rajguru Chowk,

Mantralaya, Mumbai-400 032

Date: 03 October, 2025

Read :

1) Government Resolution No. Sankirna-2018/C.R.214/Energy-4 dated 04.01.2019
2) M.S.E.T.C.L./HO/5240 Dated- 13.08.2024
3) Government Resolution No. Sankirna 2018/C.R. 214/Energy-4 dated 21.08.2024
4) MSETCL/CO/STU/TBCB/5747 dtd. 23.08.2024
5) MSETCL/CO/STU/TBCB/5748 dtd. 23.08.2024
6) MSETCL/CO/CE/STU-TBCB/EC/6th/6713 dtd. 27.09.2024
7) MSETCL/CO/CE/STU-TBCB/EC/6th/8518 dtd. 12.12.2024
8) MSETCL/CO/CE/STU-TBCB/EC/6th/0032 dtd. 01.01.2025
9) MSETCL/CO/CE/STU-TBCB/EC/6th/0512 dtd. 17.01.2025
10) Government Resolution No. Sankirna-0125/C.R.32/Energy-4 dated 12.02.2025
11) MSETCL/CO/CE/STU-TBCB/EC/7th/1841 dtd. 06.03.2025
12) MSETCL/CO/CE/STU/360 dtd. 21.03.2025.
13) MSETCL/CO/CE/STU/992 dtd. 21.08.2025.

Preamble :-

An Empowered Committee has been constituted under the Government Resolution dated 04.01.2019 regarding the implementation of the Tariff Based Competitive Bidding (TBCB) process for establishing transmission projects in the State.

The eighth meeting of the said Committee was held on dated 08.07.2025. In the said meeting, discussions were held regarding the appointment of a Bid Process Co-

ordinator (BPC) for 07 projects. Accordingly, the matter of appointing a Bid Process Coordinator for 07 projects was under consideration of the Government.

Government Resolution :-

For implementing the Tariff Based Competitive Bidding process for establishing new transmission projects in the State, the Empowered Committee in its eighth meeting

Government approval is hereby granted for the appointment of 1) M/s PFC Consulting Ltd. (PFCCL) and 2) M/s REC Power Development and Consultancy Ltd. (RECPDCL) respectively as Bid Process Coordinators for the following seven projects.

Project-1 Establishment of 765 kV AIS Balsane (Dist. Nashik)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Balsane with 2 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	2 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 4 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	4 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	
3	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	40 km	
4	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)	150 km	
5	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	20 km	
6	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)	28 km	
7	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP)	12 km	
8	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
9	Future Space Provision for 765 kV RE Generator end bays- 02 Nos		
10	Future Space provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
11	Space Provision for termination of 400 kV D/C line from Dhule PS 400 kV AIS end bays – 02 Nos.		
12	Future Space Provision for 400 kV RE Generator end bays- 04 Nos.		
13	Future Space Provision for 220 kV RE Generator end bays- 06 Nos.		

Project-2 Establishment of 765/400/220 kV AIS Apta (Dist. Raigad)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Apta with 3 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	3 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 2 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	2 x 500 MVA, 400/220 kV ICTs 400 kV,125 MVAr Bus Reactor-01 No.	
3	765 kV D/C from 765 kV AIS Apta to 765 kV Mahape (Proposed)	40 km	
4	765 kV D/C from 765 kV AIS Apta to 765 kV South Kalamb (Proposed)	85 km	
5	765 kV D/C from 765 kV AIS Apta to 765 kV Dolvi (Proposed)	30 km	
6	400 kV Spare End bays for Datacenter Load - 08 Nos		
7	220 kV D/C line from 765 kV AIS Apta to 220 kV Apta (Existing)	10 km	

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
8	Future Space provision for Connectivity to Green Hydrogen Plants at 765 kV level. 765 kV end bays -02 Nos.		
9	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	
10	Future Space Provision for 3 x 500 MVA, 400/220 kV ICT	3 x 500 MVA, 400/220 kV ICT	
11	Future Space Provision for connectivity to Datacenter consumers at 220 kV Level 220 kV end bays – 06 Nos		

Project-3 Establishment of 400/220 kV GIS Ambernath (Dist. Thane)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of GIS Ambernath with 4 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	4 x 500 MVA, 400/220 kV ICTs 400 kV ,125 MVAr Bus Reactor-01 No	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	LILO of 400 kV line from Padghe PG to Navi Mumbai (PG) & LILO of 400 kV line from Padghe PG to Kharghar at 400 kV GIS Ambernath	0.5 km	
3	220 kV M/C line (04 Ckts) from 400 kV GIS Ambernath to 220 kV Amazon Dombivli (Proposed)	0.3 km	
4	LILO on 220 kV S/C line from Anandnagar to Palava at 400 kV GIS Ambernath	5 km	

5	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
6	Future Space Provision for connectivity to Datacenter consumers 400 kV end bays- 06 Nos		
7	Future Space Provision for connectivity to Datacenter consumers 220 kV end bays- 06 Nos		

Project-4 Establishment of 220/132/33 kV AIS Musalgaon (Dist. Nashik)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Musalgaon with 2 x 100 MVA, 220/132 kV ICTs	2 x 100 MVA, 220/132 kV ICTs	M/s. REC Power Development & Consultancy Ltd. (RECPDCL)
2	Establishment of 2 x 50 MVA, 220/33 kV Power Transformers	2 x 50 MVA, 220/33 kV Power Transformers	
3	220 kV D/C line from 220 kV AIS Musalgaon to 400 kV Babhaleshwar (existing)	60 km	
4	220 kV D/C line from 220 kV AIS Musalgaon to 220 kV Raymond (existing)	60 km	
5	LILO of 132 kV S/C line from Khaparale to Akole at 220 kV AIS Musalgaon	8.35 km	
6	LILO of 132 kV S/C line from Khaparale to Sangamner at 220 kV AIS Musalgaon	8.35 km	
7	132 kV D/C line from 220 kV AIS Musalgaon to 132 kV Sinner (existing)	12 km	
8	33 kV AIS feeder Bays at 220 kV AIS Musalgaon -08 Nos		
9	Future Space for 220 kV bays at 220 kV AIS Musalgaon-02 Nos.		
10	Future Space for 132 kV bays at 220 kV AIS Musalgaon-02 Nos.		
11	Future Space for 33 kV bays at 220 kV AIS Musalgaon-04 Nos.		

Project-5 Establishment of 765/400/220 kV AIS Kandalgaon (Dist. Raigad)

Sl. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Kandalgaon with 3 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	3 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 2 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	2 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	

3	LILO on 765 kV D/C line from Satara (Proposed) to Pune-III (Proposed) at 765 kV AIS Kandalgaon	55 km	

4	LILO on 400 kV D/C line from Dabhol to Nagothane at 765 kV AIS Kandalgaon	20 km	
5	220 kV D/C line from 765 kV AIS Kandalgaon to 220 kV Kandalgaon (Existing)	10 km	
6	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT	1 x 1500 MVA, 765/400 kV ICT	
7	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
8	Future Space provision for termination 2 x D/C 765 kV lines from 765 kV Dolvi (Proposed) 765 kV end bays- 04 Nos.		
9	Future Space Provision for connectivity to Pumped Storage Plants (PSP) 400 kV end bays- 04 Nos		
10	Future Space Provision for connectivity to Dighi Port 220 kV end bays – 02 nos.		

Project-6 Establishment of 765/400/220 kV AIS Dolvi (Dist. Raigad)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Dolvi with 5 x 1500 MVA, 765/400 kV ICTs with 240 MVAr Bus Reactor at 765 kV Level	5 x 1500 MVA, 765/400 kV ICTs 765 kV, 240 MVAr Bus Reactor -1 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	3 x 500 MVA, 400/220 kV ICTs 400 kV, 125 MVAr Bus Reactor -1 No	
3	765 kV 2 x D/C from 765 kV AIS Dolvi to 765kV AIS Kandalgaon (Proposed)	65 km	
4	LILO on Both circuit of 400 kV D/C line from Padghe to Nagothane at 765 kV AIS Dolvi.	30 km	
5	220 kV D/C line from 765 kV AIS Dolvi to 220 kV Wadkhal (Existing)	0.5 km	
6	LILO on 220 kV D/C line from Apta (Existing) to Uran (Existing) at 765 kV AIS Dolvi.	25 km	
7	Future Space Provision for 1 x 1500 MVA, 765/400 kV ICT bays	1 x 1500 MVA, 765/400 kV ICT	
8	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT bay	1 x 500 MVA, 400/220 kV ICT	
9	Future Space provision for termination of 765 kV D/C line from 765 kV AIS Apta 765 kV end bays-02 Nos		
10	Future Space provision for Connectivity to Green Hydrogen Plants 765 kV end bays -02 Nos		

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
11	Future Space provision for HVDC to Mumbai 400 kV end bays-04 Nos		
12	Future Space Provision for 220 kV bays- 04 Nos.		

Project-7 Establishment of 400/220/132 kV AIS Latur (Dist. Latur)

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
1	Establishment of AIS Latur with 3 x 500 MVA, 400/220 kV ICTs with 125 MVAr Bus Reactor at 400 kV Level	3 x 500 MVA, 400/220 kV ICTs 400 kV ,125 MVAr Bus Reactor-01 No	M/s. PFC Consulting Ltd. (PFCCL)
2	Establishment of 3 x 315 MVA, 400/132 kV ICTs	3 x 315 MVA, 400/132 kV ICTs	
3	400 kV D/C line from 400 kV AIS Latur to 400 kV Washi (Proposed)	65 km	
4	220 kV D/C line from 400 kV AIS Latur to 220 kV Harangul (Existing)	35 km	
5	220 kV D/C line from 400 kV AIS Latur to 220 kV Murud (Existing)	20 km	
6	220 kV D/C line from 400kV AIS Latur to 220 kV Vairag (Existing)	60 km	
7	220 kV D/C line from 400 kV AIS Latur to 220 kV Narangwadi (Existing)	40 km	
8	220 kV Connectivity to Solar Generators 220 kV End Bays – 06 nos.		
9	132 kV D/C line from 400 kV AIS Latur to 220 kV Tuljapur(Existing) (250 MW Each)	40 km	
10	132 kV D/C line from 400 kV AIS Latur to 132 kV Ausa (250 MW Each)	30 km	
11	Space Provision for 400 kV Solar Generator end bays- 04 Nos		

Sr. No.	Details of Project	Tentative Route Length (km) / Capacity (MVA)	Bid Process Coordinator (BPC)
12	Future Space Provision for 1 x 500 MVA, 400/220 kV ICT	1 x 500 MVA, 400/220 kV ICT	
13	Future Space Provision for 1 x 315 MVA, 400/132 kV ICT	1 x 315 MVA, 400/132 kV ICT	
14	Future Space Provision for termination 400 kV D/C line from 765 kV Parli (M) (Proposed) 400 kV end bays – 02 Nos.		
15	Space Provision for 220 kV Solar Generator end bays- 06 Nos		
16	Space Provision for 132 kV Solar Generator end bays- 06 Nos		

The said 1) M/s. PFC Consulting Ltd. (PFCCL) and 2) M/s. REC Power Development and Consultancy Ltd. (RECPDCL), both of these Bid Process Coordinators, are mentioned in the notification of the Central Government. Also, the appointment of the said Bid Process Coordinators will be subject to the guidelines and conditions issued from time to time by the Ministry of Power, Government of India in this regard.

This Government Resolution is available on the Government of Maharashtra website www.maharashtra.gov.in and its computer code is 202510031624372510. This order is being issued attested by digital signature.

By order and in the name of the Governor of Maharashtra,

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Date: 2025.10.03 16:25:42 +05'30'

(U. R. Dahiphale)
Joint Secretary, Government of Maharashtra

Copy to:

1) Secretary to the Hon. Governor, Raj Bhavan, Malabar Hill, Mumbai-400035
2) Additional Chief Secretary to the Hon. Chief Minister, State of Maharashtra, Mantralaya, Mumbai
3) Secretary to the Hon. Deputy Chief Minister (Urban Development), Mantralaya, Mumbai

4) Secretary to the Hon. Deputy Chief Minister (Finance and Planning), Mantralaya, Mumbai

5) Private Secretary to the Hon. Minister (Non-Conventional Energy), Mantralaya, Mumbai

6) Private Secretary to the Hon. Minister of State (Energy), Mantralaya, Mumbai

7) Hon. Chief Secretary, Government of Maharashtra, Mantralaya, Mumbai.

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

9) Additional Chief Secretary (Energy), Industries, Energy, Labour and Mining Department, Mantralaya, Mumbai

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

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

12) Chairman and Managing Director, Maharashtra State Electricity Distribution Company Ltd., Prakashgad, Bandra (East), Mumbai-400051

13) Chairman and Managing Director, Maharashtra State Power Generation Company Ltd., Prakashgad, Bandra (East), Mumbai-400051

14) Select File (Energy-4), Industries, Energy, Labour and Mining Department, Mantralaya, Mumbai.

ANNEXURE - C

MAHATRANSCO
Maharashtra State Electricity Transmission Co. Ltd.



MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN No.: U40109MH2005SGC153646

Office of the Chief Engineer (State Transmission Utility)
Prakashganga, 4th floor, 'A' wing, Plot C -19,
E - Block, BKC, Bandra (E), Mumbai – 400051.
Phone no: (O) 022 – 2659 5176, (P)022- 265 95175,
Email Id : cestu@mahatransco.in

MSETCL/CO/STU/CE/TBCB/RECPDCL/No. 0126 **Date:** 6 JAN 2026

To,

Shri Ganeswara Rao Jada **Director (PSPA-1)** Central Electricity Authority Room No. 403, 4th Floor (North) Sewa Bhawan, R.K Puram, Sector-1 New Delhi- 110066	**Shri Girish Pantoji** **Chief Engineer (In charge),** Maharashtra State Load Despatch Centre Thane-Belapur Rd. P.O. Airoli Navi Mumbai Pin 400708
Shri Sandip Patil **Chief Engineer (Power Purchase),** Maharashtra State Electricity Distribution Company Limited Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai–400051	**Shri Anil Nagendra Kalekar** **C.G.M. (F&A),** Maharashtra State Electricity Distribution Company Limited Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai–400051
Shri Rajesh Raj **Sr. General Manager & HoD** REC Power Development & Consulting Ltd. (RECPDCL) D Block, 1st Floor, REC World Headquarters, Plot No. 14,Sector 29, Gurgaon, Haryana - 122001	

Subject: Constitution of Bid Evaluation Committee (BEC) for Intra State Transmission Projects to be executed through TBCB in the State of Maharashtra.

Reference: MoM of 7th meeting of Empowered Committee held on 12th March, 2025

Sirs,

The Empowered Committee for execution of Transmission Projects under TBCB in its Seventh meeting held on 12.03.2025 approved the constitution of Bid Evaluation Committee for evaluating the bids of TBCB Projects as under:

1. Chief Engineer (STU)-Chairman
2. Representative from Central Electricity Authority (CEA)
3. Representative from Maharashtra Transmission Committee (MTC) - CE (SLDC)
4. Representative from Maharashtra Transmission Committee (MTC)-CE (Power Purchase), MSEDCL

5. Independent Finance Expert - CGM (F&A), MSEDCL
6. Representative from BPC

Based on the above, CE (STU) requested the CEA and RECPDCL (BPC) to nominate the member for constitution of Bid Evaluation Committee. Based on the nominations received, the Bid Evaluation Committee has been constituted for following projects for which RECPDCL is acting as BPC and RFP NIT for all project have been published.

Sr. No	Projects Name
1	**Establishment of 220/132/33 kV AIS Musalgaon (Dist.- Nashik)**
2	**Establishment of 765/400/220 kV AIS Apta (Dist Raigad)**
3	**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)**
4	**Establishment of 400/220 kV GIS Ambernath (Dist. Thane)**

The Bid Evaluation Committee for above projects is constituted as follows:

1. Shri Peeyush Sharma-Chief Engineer (STU)-Chairman
2. Shri Ganeswara Rao Jada,Director (PSPA-1),CEA
3. Shri Girish Pantoji-Chief Engineer -SLDC
4. Shri Sandip Patil-Chief Engineer (Power Purchase) - MSEDCL
5. Shri Anil Nagendra Kalekar-Chief General Manager (F&A) - MSEDCL
6. Shri Shri Rajesh Raj,Sr. General Manager & HoD – RECPDCL

The meeting of the Bid Evaluation Committee for the above projects will be convened once bids are received to undertake the evaluation of bids submitted in response to the RFP.

Thanking you,

Your's faithfully,

Peeyush Sharma
Chief Engineer – Maharashtra STU

ANNEXURE - D

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 BALSANE POWER TRANSMISSION LIMITED is incorporated on this EIGHTEENTH day of DECEMBER 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 **U42202DL2025GOI459987**

The Permanent Account Number (PAN) of the company is **AAOCB2277R***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELB31523C***

Given under my hand at Manesar this EIGHTEENTH day of DECEMBER TWO THOUSAND TWENTY FIVE

Document certified by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 2 <ROC.CRC@MCA.GOV.IN>.

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 2
Date: 2025.12.18 20:31:11 IST

JITHIN KRISHNAN B

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:

BALSANE POWER TRANSMISSION LIMITED

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

*as issued by Income tax Department

Form No. INC-33

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

सत्यमेव जयते

Form language

(•) English ( ) Hindi

ANNEXURE - E (Colly.)

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

BALSANE 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	VIJAY SHRIDHAR KULKARNI S/O SHRIDHAR GANESH KULKARNI NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O REGAL 501, MAPSKO ROYALE VILLE VATIKA INDIA NEXT, SECTOR-82, Narsinghpur GURGAON-122004 HARYANA OCCUPATION- SERVICE	1*3*7*8*	1 Equity,0 Preference		13/12/2025
2	MUKUL AGARWAL S/O 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 PALAMVIHAR, GURGAON-122017, HARYANA OCCUPATION-SERVICE	1*3*2*8*	1 Equity,0 Preference		13/12/2025
3	REC POWER DEVELOPMENT AND CONSULTANCY LIMITED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI-110003, THROUGH ITS CEO SAURABH RAGTOGI S/O PREM PRAKASH RASTOGI R/O TOWER J, G-04, PIONEER PARK, SECTOR-61, GURGAON-122001, HARYANA OCCUPATION-SERVICE	0*3*7*5*	49994 Equity,0 Preferenc		13/12/2025
4	JASPAL SINGH KUSHWAHA S/O MITHAI LAL KUSHWAHA NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O C-64/ FIRST FLOOR, JVTS GARDEN CHATTARPUR EXTENSION South West Delhi 110074 OCCUPATION-SERVICE	1*3*2*3*	1 Equity,0 Preference		13/12/2025
5	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	1*1*8*8*	1 Equity,0 Preference		13/12/2025
6	ARVIND KUMAR S/O NAND KISHOR SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O T4-8A, SAI VATIKA APARTMENT, SECTOR-63, FARIDABAD - 121004, OCCUPATION-SERVICE	1*3*2*3*	1 Equity,0 Preference		13/12/2025

7	ANIL KUMAR PERALA S/O VENKATESHAM PERALA 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		13/12/2025
Total shares taken			50000 Equity,0 Preference		

Signed before me

Membership type of the witness *(ACA/FCA/ACS/FCS/ACMA/FCMA)*	***Name of the witness**	***Address, Description and Occupation**	**DIN / PAN / Passport number / Membership number**	**DSC**	**Dated**
FCA	VINAY KUMAR	A-805, NX BYTET-3, NX ONE, TECH ZONE - IV, GREATER NOIDA WEST -201318	4*2*9*		13/12/2025

7 Shri / Smt _____ _____ Of _____ resident of

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

Form No. INC-34

e-AOA (e-Articles of Association)

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

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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	BALSANE 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 Act 2013 (b) the sealmeans the common seal of the company. (2) Unless the context otherwiserequires words or expressions contained in these regulations shall bear thesame meaning as in the Act or any statutory modification thereof in force atthe date at which these regulations become binding on the company. (3)Public company means a company which-(a) is not a private company (b)has a minimum paid-up share capital as may be prescribed Provided that acompany which is a subsidiary of a company not being a private company shallbe deemed to be public company for the purposes of this Act even where suchsubsidiary company continues to be a private company in its 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 daymanagement of the business of the Company shall be vested with the Board ofDirectors of the Company or such person(s) as may be authorized by the Boardfrom time to time. The Board may exercise all such powers of the Company and doall such acts deeds and things as are not prohibited by the Act or any otherlaw for the time being in force or by the Memorandum of Association of theCompany and without prejudice to the foregoing shall be responsible for allpolicy matters and the supervision direction and control of the conduct of thebusiness affairs and operations of the Company. (i) The first Directors of the Companyshall be 1.RAJESH RAJ 2. VIJAY SHRIDHAR KULKARNI 3. MUKUL AGARWAL (ii) At everyannual general meeting one-third of such of the directors for the time beingas are liable to retire by rotation or if their number is neither three nor amultiple of three then the number nearest to one-third shall retire fromoffice. (iii) The directors to retire by rotation at every annual generalmeeting shall be those who have been longest in

		60	office since their lastappointment but as between persons who became directors on the same day thosewho are to retire shall in default of and subject to any agreement amongthemselves be determined by lot. (iv) At annual general meeting at which adirector retires as aforesaid the company may fill up the vacancy byappointing the retiring director or some other person thereto. The Board ofDirectors of the Company shall consist of not less than 3 but not more than 15Directors. The appointment of Directors including the Chairman ManagingDirector Whole time Director Part-time Director shall be done in the GeneralMeetings in accordance with the provisions of the Companies Act 2013 and Rulesmade thereunder and shall be eligible for reappointment. However till theCompany is a Government Company REC Power Development and Consultancy Limited(RECPDCL)- the holding company shall have the full powers to recommend nominate the name of any Directors to be appointed on the Board of the Company.Further RECPDCL shall also have the power to remove any director from officeat any time in its absolute discretion. RECPDCL shall also have the right tofill any vacancies in the office of director caused by removal resignationdeath or otherwise. Subject to provisions of the Act the Company may bypassing the resolution in General Meeting increasedecrease the maximum numberof 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 thelaters absence for a period of not less than three months from India and suchappointment shall have effect and such appointee whilst he holds office as analternate director shall be entitled to notice of meeting of the Board and toattend and vote there at accordingly but he shall not require anyqualification and shall ipso facto vacate office if and when the absentDirector returns to India. Casual vacancies among Directors may be filled bythe Board of Directors at their meeting and any person so appointed shall holdthe office as per the provision of section 161 of the Act. Subject to theprovisions of Section 161 and other applicable provisions (if any) of the Actthe Board shall have power at any time and from time to time to appoint aperson as an Additional Director but so that the total number of Directorsshall not at any time exceed the maximum number fixed by these Articles. TheAdditional Director so appointed shall retire from Office at next annual GeneralMeeting but shall be eligible for election by the company at that meeting as aDirector.
☐	☐	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*3*7*5*	NEW DELHI		13/12/2025

	TED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI- 110003, THROUGH ITS CEO SAURABH RAGTOGI S/O PREM PRAKASH RASTOGI R/O TOWER J, G-04, PIONEER PARK, SECTOR-61, GURGAON-122001, HARYANA OCCUPATION-SERVICE				
2	JASPAL SINGH KUSHWAHA S/O MITHAI LAL KUSHWAHA NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O C-64/ FIRST FLOOR, JVTS GARDEN CHATTARPUR EXTENSION South West Delhi 110074 OCCUPATION-SERVICE	1*3*2*3*	NEW DELHI		13/12/2025
3	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	1*1*8*8*	NEW DELHI		13/12/2025
4	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		13/12/2025
5	ANIL KUMAR PERALA S/O VENKATESHAM PERALA 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		13/12/2025
6	VIJAY SHRIDHAR KULKARNI S/O SHRIDHAR GANESH KULKARNI NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O REGAL 501, MAPSKO ROYALE VILLE VATIKA INDIA NEXT, SECTOR-82, Narsinghpur GURGAON-122004 HARYANA OCCUPATION- SERVICE	1*3*7*8*	NEW DELHI		13/12/2025
7	MUKUL AGARWAL S/O RAJESH KUMAR NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O HOUSE NO. 767, SEC	1*3*2*8*	NEW DELHI		13/12/2025

	OND FLOOR, ANSAL C-2 BL OCK, NEAR WATER TANK A NSAL PLAZA SECTOR-3 PAL AMVIHAR, GURGAON-1220 17, HARYANA OCCUPATION -SERVICE				

Signed before me						
Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**	***Place**	**DSC**	**Dated**
FCA	VINAY KUM AR	A-805, NX BYTE T-3, NX ONE, TE CH ZONE - IV, G REATER NOIDA WEST -201318	4*2*9*	NEW DELH I		13/12/2025

(A wholly owned subsidiary of REC Limited, a Maharatna CPSE
under Ministry of Power, Govt. of India)

REC Power Development

संदर्भ सं: RECPDCL/Intra-State/TBCB/MSETCL/2025-26/4016 Date: 08.12.2025

सेक्रेटरी,

महाराष्ट्र विद्युत विनियामक आयोग

वर्ल्ड ट्रेड सेंटर नंबर 1

13वीं मंज़िल, कफ परेड

मुंबई-400005

Subject: Global Invitation for selection of Transmission Service Provider (TSP) to establish Intra-State Transmission Projects namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)", "Establishment of 765/400/220 kV AIS Apta (Dist. Raigad)" & "Establishment of 400/220 kV GIS Ambernath (Dist. Thane)" through Tariff Based Competitive Bidding process. - **Copy of RFP Documents**.

महोदय,

Kind reference is invited to the Govt. Order No. Sankirna-0125/P.R.32/Urja-4 dated 03.10.2025, issued by Government of Maharashtra wherein REC Power Development and Consultancy Limited has been appointed as Bid Process Coordinator (BPC) for selection of Transmission Service Provider to establish Intra-State Transmission system on Build, Own, Operate & Transfer (BOOT) basis.

In this regard, we would like to intimate that the RFP process for the subject projects have been initiated by way of Global Invitation in National/International newspapers i.e. Times of India Package, Navbharat Times and Financial Times Package on 08.12.2025.The important timelines in this regard are as below. :-

Sr. No.	Name of the Project	Last date of RFP Purchase	Last date for submission of response to RFP
1.	Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)	06.02.2025	09.02.2025 up to 1200 Hrs (IST)
2.	Establishment of 765/400/220 kV AIS Apta (Dist. Raigad)	06.02.2025	09.02.2025 up to 1400 Hrs (IST)
3.	Establishment of 400/220 kV GIS Ambernath (Dist. Thane)	06.02.2025	09.02.2025 up to 1600 Hrs (IST)

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

In this regard, Copy of Request for Proposal (RfP), Transmission Service Agreement (TSA), Share Purchase Agreement (SPA) along with copies of newspaper notification of the subject projects are enclosed herewith for your kind information and reference please.

धन्यवाद,

भवदीय,

(विजय कुलकर्णी)

वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (टी & डी)

संलग्न :जैसा कि ऊपर बताया गया है

(Under Ministry of Power, Govt. of India)

REC Power Development

संदर्भ सं: RECPDCL/Intra-State/TBCB/MSETCL/2025-26/4015

Date: 08.12.2025

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 (TSP) to establish Intra-State Transmission Projects namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)", "Establishment of 765/400/220 kV AIS Apta (Dist. Raigad)" & "Establishment of 400/220 kV GIS Ambernath (Dist. Thane)" through Tariff Based Competitive Bidding process. - **Copy of RFP Documents**

महोदय,

Kind reference is invited to the Govt. Order No. Sankirna-0125/P.R.32/Urja-4 dated 03.10.2025, issued by Government of Maharashtra wherein REC Power Development and Consultancy Limited has been appointed as Bid Process Coordinator (BPC) for selection of Transmission Service Provider to establish Intra-State Transmission system on Build. Own, Operate & Transfer (BOOT) basis.

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

In this regard, Copy of Request for Proposal (RfP), Transmission Service Agreement (TSA), Share Purchase Agreement (SPA) along with copies of newspaper notification of the subject projects are enclosed herewith for your kind information and reference please.

भवदीय,

8/12

(विजय कुलकर्णी)

वरिष्ठ महाप्रबंधक एवं विभागाध्यक्ष (टी & डी)

संलग्न :जैसा कि ऊपर बताया गया है

प्रतिलिपि:-

अध्यक्ष एवं प्रबंध निदेशक, महाराष्ट्र, राज्य विद्युत पारेषण कंपनी लिमिटेड, प्रकाशगंगा, प्लॉट नंबर सी-19, ईब्लॉक,बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (ई), मुंबई - 400 051

ट्रेड में 615 एक्ट अप्रेंटिस (फ्रेशर-246 और आईटीआई उत्तीर्ण-369) की नियुक्ति के लिए आवेदन आमंत्रित कर रहा है। अधिसूचना और आवेदन का प्रारूप यूआरएल के अंतर्गत चिरेका की आधिकारिक वेबसाइट **https://clw.indianrailways.gov.in (News & Recruitment → Act Apprentice→Notification for Engagement of Act Apprentices in CLW/Chittaranjan)** पर उपलब्ध है। आवेदन पंजीकृत डाक से भेजा जाना चाहिए या टेक्निकल ट्रेनिंग सेंटर, चिरेका/चित्तरंजन में रखे मुहरबंद बॉक्स में डाला जा सकता है। आवेदन जमा करने की अंतिम तिथि 02.01.2026 है।

एपीओ (राजपत्रित)

PR3/259 **कृते मुख्य कार्मिक अधिकारी/चिरेका/चित्तरंजन**

हमें: www.facebook.com/clwrailways पर लाइक करें

भारत पर्यटन विकास निगम लिमिटेड

(भारत सरकार का उपक्रम)

स्कोप कॉम्प्लेक्स, कोर – 8, छठा तल, 7 लोधी रोड, नई दिल्ली–110003

ई–निविदा सूचना

बृहदीश्वर मंदिर, गंगैकोण्ड चोलपुरम, अरियलूर, तमिल नाडु में संकल्पना प्रदीप्तिकरण कार्य के लिए खुली ई–निविदा आमंत्रित की जाती हैं।

अनुमानित लागत : ₹ 7,16,67,056/– **धरोहर राशि (ईएमडी) : ₹** 14,34,000/–

- **प्रकाशन की तारीख** : 08.12.2025
- **पूर्व–बोली बैठक** : 16.12.2025 को 1100 बजे से
- **जमा करने की अंतिम तारीख व समय** : 29.12.2025 को 1600 बजे तक
- **तकनीकी बोली खोलना** : 30.12.2025 को 1600 बजे

अधिक जानकारी के लिए कृपया **www.itdc.co.in** या **https://etenders.gov.in/eprocure/app** के माध्यम से देखें अथवा उप प्रधान प्रबंधक (इंजीनियरिंग) / सहायक प्रबंधक (ईएंडएम), आईटीडीसी, स्कोप कॉम्प्लेक्स, कोर–8, कमरा नंबर 615, 7 लोधी रोड, नई दिल्ली – 110003 से संपर्क करें। दूरभाष : 011–24307615 / 24307505

टिप्पणी : निविदा के संबंध में सभी शुद्धि–पत्र / तारीख बढ़ाने की सूचना, यदि कोई होगी, तो केवल उल्लिखित वेबसाइट पर ही प्रकाशित की जाएगी।

ध्वनि एवं प्रकाश शो, रोशनी, बुनियादी ढांचे और भूनिर्माण कार्यों के लिए एक–स्टॉप समाधान

www.itdc.co.in

सिडको

शहर बनाए, शहर बसाए.

निविदा आमंत्रण सूचना

प्लॉट नंबर 20, सेक्टर-15ए, सीबीडी-बेलापुर, नवी मुंबई में एमएएचए आवास डीआरएस आवास योजना का निर्माण। (रिकॉल)

महाराष्ट्र लिमिटेड की सिडको (CIDCO) ई-टेंडरिंग प्रक्रिया के माध्यम से "ऑनलाइन" आइटम रेट प्रतिशत आधार पर दो बोली प्रणाली (भाग-1 तकनीकी बोली और भाग-2 वाणिज्यिक बोली) में अनुभवी संभावित बोलीदाताओं से निविदाएं आमंत्रित करती है, जो अनिवार्य पात्रता मानदंड को पूरा करते हैं, सिडको लिमिटेड या केंद्र सरकार, या महाराष्ट्र राज्य सरकार और उसके उपक्रमों के साथ उपयुक्त श्रेणी और वर्ग में पंजीकृत हैं, और जिन्होंने समान प्रकृति का कार्य पूरा किया है:

1. [illegible] का नाम: प्लॉट नंबर 20, सेक्टर-15ए, सीबीडी-बेलापुर, नवी मुंबई में एमएएचए आवास डीआरएस आवास योजना का निर्माण। (रिकॉल) 2. सी. ए. सं.: 01/CIDCO/EE(HSG-VI)/2025-26 **3. बोली में लगाई गई लागत:** 610,10,26,353.64 रुपये (जीएसटी को छोड़कर) 609,40,35,451.08 रुपये (बोली योग्य) + 69,90,902.56 रुपये (गैर-बोली योग्य) **4. ई.एम.डी.:** 6.10 करोड़ रुपये **5. पंजीकरण का वर्ग:** वर्ग IA (बिना सीमा के) - सिविल कार्य **6. पूरा होने की अवधि:** बयालीस (42) महीने, जिसमें शामिल हैं 1) वैधानिक अनुमोदनों, पूर्व-निर्माण गतिविधियों और साइट की तैयारी, जिसमें मोबिलाइजेशन शामिल है, के लिए प्रारंभिक छह (06) महीने और 2) निर्माण कार्यों (मानसून सहित) के लिए बाद के छत्तीस (36) महीने। **7. निविदा प्रसंस्करण शुल्क:** 70,800.00 रुपये (18% जीएसटी सहित (गैर-वापसी योग्य))

बोली दस्तावेज बोली कार्यक्रम के साथ वेबसाइट **https://mahatenders.gov.in** पर 12/12/2025 को 17.01 बजे से उपलब्ध होगा।

अधीक्षण अभियंता (एचएसजी-I और एनटी)

CIN - U99999 MH 1970 SGC-014574

www.cidco.maharashtra.gov.in

सिडको/जनसंपर्क/४०३/२०२५–२६

एक महारत्न केंद्रीय सार्वजनिक उपक्रम) नीचे उल्लिखित पारेषण परियोजनाओं की स्थापना हेतु टी. बी. सी. बी. के अंतर्गत निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (बूट) के आधार पर प्रस्ताव हेतु अनुरोध (आरएफपी) एक चरण दो लिफाफे वाली प्रक्रिया के तहत प्रस्ताव आमंत्रित करता है। इच्छुक बोलीदाता कृपया हमारी वेबसाइट्स www.recindia.nic.in तथा www.recpdcl.in पर 08.12.2025 से उपलब्ध "प्रस्ताव हेतु अनुरोध" (आरएफपी) अधिसूचना तथा आरएफपी दस्तावेज का अवलोकन करें।

बोलीदाता, आरएफपी दस्तावेज सभी कार्य दिवसों में 10.30 बजे (भा.मा.स) से 16.00 बजे (भा.मा.स) के बीच (08.12.2025 से प्रस्ताव जमा करने की तिथि से एक दिन पहले तक) हमारी वेबसाइट्स www.recindia.nic.in और www.recpdcl.in पर उपलब्ध सम्बंधित परियोजनाओं के आरएफपी दस्तावेज में दिए गए विवरण के अनुसार प्रत्येक पारेषण परियोजनाओं के लिए अप्रतिदेय गैर-वापसी योग्य शुल्क (₹5,00,000/- (पांच लाख रुपए केवल) या $7000 (यूएस डालर सात हजार केवल) + 18% जीएसटी) के भुगतान पर प्राप्त कर सकते है।

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

क्रम. सं.	परियोजना का नाम	स्पष्टीकरण मंगवाने की अंतिम तिथि	आरएफपी के उत्तर में प्रस्ताव जमा की अंतिम तिथि	आरएफपी प्रस्ताव खोलने का विवरण
1.	765/400/220 केवी एआईएस बलसाणे (जिला धुले) की स्थापना	29.12.2025	09.02.2026, 1200 बजे तक (भा.मा.स)	09.02.2026 को 1230 बजे (भा.मा.स)
2.	765/400/220 केवी एआईएस आपटा (जिला रायगढ़) की स्थापना	29.12.2025	09.02.2026, 1400 बजे तक (भा.मा.स)	09.02.2026 को 1430 बजे (भा.मा.स)
3.	400/220 केवी जीआईएस अंबरनाथ (जिला ठाणे) की स्थापना	29.12.2025	09.02.2026, 1600 बजे तक (भा.मा.स)	09.02.2026 को 1630 बजे (भा.मा.स)

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

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

मुख्य कार्यपालक अधिकारी

आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड

कोर - 4, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003, भारत

बोली प्रक्रिया समन्वयक	पहलकर्ता	पहलकर्ता भागीदार
आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड	महाराष्ट्र सरकार	राज्य पारेषण उपक्रम महाराष्ट्र

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गुमशुदा की तलाश



सुभम उर्फ शैंकी

सर्वसाधारण को सूचित किया जाता है कि एक व्यक्ति जिसका नाम **सुभम उर्फ शैंकी पुत्र: विनोद निवासी: मकान नं. 30/5, हरिओम गली, बाबरपुर, वेलकम, दिल्ली** है जो अपने घर से दिनांक 08.11.2025 को सुबह 10:00 बजे से लापता है। जिसका ब्यौरा इस प्रकार है। **उम्र:** 28 वर्ष, **कद:** 5'8", **रंग:** साँवला, **शरीर:** सामान्य **चेहरा:** अण्डाकार, जिसने सफेद रंग की टी–शर्ट और काले रंग का लोअर पहना है। इस संदर्भ में **डीडी नं. 60ए, दिनांक 23.11.2025 को थाना वेलकम, दिल्ली में दर्ज है।**

हर संभव कोशिश के बाद भी इस व्यक्ति का कोई सुराग नहीं मिल पाया है। अगर किसी को इस व्यक्ति के बारे में कोई जानकारी मिले तो कृपया निम्नलिखित फोन नम्बरों पर सूचित करें।

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

थानाध्यक्ष
थाना: वेलकम, दिल्ली
DP/16501/NE/2025 **फोन: 8750870731, 8802940937**

पहचान की अपील



एतद्द्वारा सर्वसाधारण को सूचित किया जाता है कि एक अज्ञात व्यक्ति का शव जिसकी **उम्र:** 26–27 वर्ष, **कद:** 5'5", **रंग:** गेहुँआ, **पहचान का निशान:** दायें हाथ पर हिन्दी में "ओम" लिखा हुआ और बाजू पर दिल का टैटू गुदा हुआ, जिसने नीले रंग की शर्ट और काले रंग की जींस पहनी था जो होटल रेडिशन ब्लू के पास, डीडीए ग्राउन्ड, पश्चिम विहार वेस्ट, दिल्ली में मिला। इस संदर्भ में **DD No. 62A दिनांक 02.12.2025, थाना पश्चिम विहार वेस्ट, दिल्ली** में दर्ज है।

यदि किसी भी व्यक्ति को इस मृतक के बारे में कोई जानकारी या सुराग मिले तो अधोहस्ताक्षरी को निम्नलिखित पते या फोन नंबरों पर सूचित करने की कृपा करें।

थानाध्यक्ष
थाना पश्चिम विहार वेस्ट, दिल्ली
DP/16484/OD/2025 **फोन: 011-25268394, 9968571326**

2X12.2) CPA-KSJ, 198(9X18.3) CPA-KSJ, 227 (2X12.2) CPA-KSJ, 92 (3X12.2) RMU-LKU, 26(2X12.2) RMU-LKU; 40 (2X12.2) & 25(4X12) RMU-LKU के जंग लगे मेम्बरों का रिप्लेसमेन्ट/रिहैबिलिटेशन कार्य, **अनुमानित लागत** : ₹ 2,53,95,884.00, **बयाने की राशि** : ₹ 2,77,000.00, **निविदा प्रपत्र का मूल्य:** शून्य, **स्वीकृति पत्र जारी होने के तिथि से कार्य की समापन अवधि** : 18 (अट्ठारह) माह।

• ई-निविदा खुलने की तिथि दिनांक **30.12.2025** को 11.00 बजे। • ई-निविदा की प्राप्ति की तिथि दिनांक **30.12.2025** को 10.59 बजे। • ई-निविदा सूचना, योग्यता मापदण्ड, नियम एवं शर्तों का पूर्ण विवरण वेबसाइट www.ireps.gov.in पर उपलब्ध है।

मुजाधि/डब्ल्यू-358 उप मुख्य इंजीनियर/पुल लाईन

ट्रेनों में ज्वलनशील पदार्थ लेकर यात्रा न करें

पर्यटकों को लुभाता है। सरकार एवं पर्यटन विभाग ने ब्रज क्षेत्र को विकास एवं अवस्थापना के नए आकर्षण से जोड़ा है। ब्रज में आस्था, अर्थ एवं विकास के इन विभिन्न पहलुओं पर सोमवार को नवभारत टाइम्स की ओर से आयोजित 'ब्रज कॉन्क्लेव' पर विस्तार से बात होगी।

होटल हयात में आयोजित कॉन्क्लेव का उद्घाटन उपमुख्यमंत्री ब्रजेश पाठक करेंगे। इसके बाद पर्यटन एवं संस्कृति विभाग के प्रमुख सचिव अमृत अभिजात ब्रज की संस्कृति एवं पर्यटन के विकास की रूपरेखा पर प्रकाश डालेंगे। अगला सत्र

ब्रज कॉन्क्लेव
आस्था और विकास का उत्सव

'ब्रज : आस्था एवं अर्थ का संगम' पर केंद्रित होगा। इस दौरान ब्रज की सांस्कृतिक समृद्धि एवं इसके आर्थिक प्रभाव पर विशेषज्ञ मंथन करेंगे। इस सत्र में प्रमुख सचिव पशुधन एवं दुग्ध विकास मुकेश कुमार मेश्राम, इस्कॉन मंदिर के अध्यक्ष अपरिमेय श्याम दास, लखनऊ विश्वविद्यालय के अर्थशास्त्र

घरेलू पर्यटकों की आवक के मामले में यूपी देश में पहले पायदान पर है। इसमें ब्रज क्षेत्र का अहम योगदान है। इस क्षेत्र के विकास और पर्यटन के विस्तार के लिए हो रहे नए प्रयासों और संभावनाओं पर इस सत्र में चर्चा होगी। सत्र में विशिष्ट वक्ता के रूप में सीएम के सलाहकार और रिटायर्ड आईएएस अवनीश कुमार अवस्थी, पर्यटन अध्ययन संस्थान के पूर्व निदेशक प्रो.पीयूष भार्गव, संस्कृति विश्वविद्यालय मथुरा के चांसलर डॉ.सचिन गुप्ता और इंफिनिटी ग्रुप वृंदावन के चीफ मार्केटिंग ऑफिसर रविशंकर उपस्थित विभिन्न पहलुओं पर अपनी बात रखेंगे।

आज शुभम का इंतजार करेगी ED

NBT रिपोर्ट, लखनऊ : कोडीन युक्त कफ सिरप की अंतरराष्ट्रीय तस्करी के मामले में किंगपिन शुभम जायसवाल की सोमवार को ईडी के सामने पेशी होनी है। ईडी ने पूछताछ के लिए उसे तमाम दस्तावेजों के साथ पेश होने के लिए उसके घर पर नोटिस चस्पा किया था। अंडरग्राउंड चल रहे शुभम के पेश होने की उम्मीद कम ही बताई जा रही है। हालांकि, ईडी के अधिकारी उसके आने का इंतजार करेंगे। पेश न होने पर कार्रवाई होगी।

पेंशन निधि विनियामक और विकास प्राधिकरण
PENSION FUND REGULATORY AND DEVELOPMENT AUTHORITY

केंद्रीय अभिलेखपाल अभिकरण (CRA) के रूप में पंजीकरण के लिए अभिरुचि की अभिव्यक्ति (EOI)

पेंशन निधि विनियामक और विकास प्राधिकरण,योग्य संस्थाओं से राष्ट्रीय पेंशन प्रणाली (NPS) के तहत सभी अभिदाताओं के लिए केंद्रीकृत अभिलेखपाल, प्रशासन और ग्राहक सेवाएं प्रदान करने के लिए जिम्मेदार संस्था के तौर पर केंद्रीय अभिलेखपाल अभिकरण के रूप में पंजीकरण हेतु अभिरुचि की अभिव्यक्ति आमंत्रित करता है।

इच्छुक संस्थाएं अधिक जानकारी के लिए PFRDA की वेबसाइट **www.pfrda.org.in** देख सकती हैं। EOI जमा करने की अंतिम तिथि 07.01.2026 है।

महाप्रबंधक
विनियम प्रक्रिया प्रबंधन – CRA

सिडको
शहर बनाए, शहर बसाए.

निविदा आमंत्रण सूचना

प्लॉट नंबर 20, सेक्टर-15ए, सीबीडी-बेलापुर, नवी मुंबई में एमएएचए आवास डीआरएस आवास योजना का निर्माण। (रिकॉल)

महाराष्ट्र लिमिटेड की सिडको (CIDCO) ई-टेंडरिंग प्रक्रिया के माध्यम से "ऑनलाइन" आइटम रेट प्रतिशत आधार पर दो बोली प्रणाली (भाग-1 तकनीकी बोली और भाग-2 वाणिज्यिक बोली) में अनुभवी संभावित बोलीदाताओं से निविदाएं आमंत्रित करती है, जो अनिवार्य पात्रता मानदंड को पूरा करते हैं, सिडको लिमिटेड या केंद्र सरकार, या महाराष्ट्र राज्य सरकार और उसके उपक्रमों के साथ उपयुक्त श्रेणी और वर्ग में पंजीकृत हैं, और जिन्हों[illegible]मान प्रकृति का कार्य पूरा किया है:

1. कार्य का नाम: प्लॉट नंबर 20, सेक्टर-15ए, सीबीडी-बेलापुर, नवी मुंबई में एमएएचए आवास डीआरएस आवास योजना का निर्माण। (रिकॉल) 2. सी. ए. सं.: 01/CIDCO/EE(HSG-VI)/2025-26 **3. बोली में लगाई गई लागत:** 610,10,26,353.64 रुपये (जीएसटी को छोड़कर) 609,40,35,451.08 रुपये (बोली योग्य) + 69,90,902.56 रुपये (गैर-बोली योग्य) **4. ई.एम.डी.:** 6.10 करोड़ रुपये **5. पंजीकरण का वर्ग:** वर्ग IA (बिना सीमा के) - सिविल कार्य **6. पूरा होने की अवधि:** बयालीस (42) महीने, जिसमें शामिल हैं 1) वैधानिक अनुमोदनों, पूर्व-निर्माण गतिविधियों और साइट की तैयारी, जिसमें मोबिलाइजेशन शामिल है, के लिए प्रारंभिक छह (06) महीने और 2) निर्माण कार्यों (मानसून सहित) के लिए बाद के छत्तीस (36) महीने। **7. निविदा प्रसंस्करण शुल्क:** 70,800.00 रुपये (18% जीएसटी सहित (गैर-वापसी योग्य))

बोली दस्तावेज बोली कार्यक्रम के साथ वेबसाइट https://mahatenders.gov.in पर 12/12/2025 को 17.01 बजे से उपलब्ध होगा।

अधीक्षण अभियंता (एचएसजी-I और एनटी)

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सिडको/जनसंपर्क/४०३/२०२५-२६

भारत पर्यटन विकास निगम लिमिटेड
(भारत सरकार का उपक्रम)
स्कोप कॉम्प्लेक्स, कोर – 8, छठा तल, 7 लोधी रोड, नई दिल्ली–110003

ई–निविदा सूचना

बृहदीश्वर मंदिर, गंगैकोण्ड चोलपुरम, अरियलूर, तमिल नाडु में संकल्पना प्रदीप्तिकरण कार्य के लिए खुली ई–निविदा आमंत्रित की जाती हैं।

अनुमानित लागत : ₹ 7,16,67,056/– **धरोहर राशि (ईएमडी)** : ₹ 14,34,000/–

• प्रकाशन की तारीख	:	08.12.2025
• पूर्व–बोली बैठक	:	16.12.2025 को 1100 बजे से
• जमा करने की अंतिम तारीख व समय	:	29.12.2025 को 1600 बजे तक
• तकनीकी बोली खोलना	:	30.12.2025 को 1600 बजे

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टिप्पणी : निविदा के संबंध में सभी शुद्धि–पत्र / तारीख बढ़ाने की सूचना, यदि कोई होगी, तो केवल उल्लिखित वेबसाइट पर ही प्रकाशित की जाएगी।

ध्वनि एवं प्रकाश शो, रोशनी, बुनियादी ढांचे और भूनिर्माण कार्यों के लिए एक–स्टॉप समाधान।

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

वैश्विक आमंत्रण (इलेक्ट्रॉनिक बोली के माध्यम से)
टैरिफ के जरिए प्रतियोगिता बोली (टीबीसीबी) प्रक्रिया के माध्यम से 03 (तीन) अंत: राज्यीय पारेषण परियोजनाओं के निर्माण, स्वामित्व, प्रचालन और हस्तांतरण (बीओओटी) आधारित पारेषण सेवा प्रदाता के चयन के लिए

आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड, नई दिल्ली, भारत (आरईसी लिमिटेड के पूर्ण स्वामित्व की सहायक कंपनी - एक महारत्न केंद्रीय सार्वजनिक उपक्रम) नीचे उल्लिखित पारेषण परियोजनाओं की स्थापना हेतु टी. बी. सी. बी. के अंतर्गत निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (बूट) के आधार पर प्रस्ताव हेतु अनुरोध (आरएफपी) एक चरण दो लिफाफे वाली प्रक्रिया के तहत प्रस्ताव आमंत्रित करता है। इच्छुक बोलीदाता कृपया हमारी वेबसाइट्स www.recindia.nic.in तथा www.recpdcl.in पर 08.12.2025 से उपलब्ध "प्रस्ताव हेतु अनुरोध" (आरएफपी) अधिसूचना तथा आरएफपी दस्तावेज का अवलोकन करें।

बोलीदाता, आरएफपी दस्तावेज सभी कार्य दिवसों में 10.30 बजे (भा.मा.स) से 16.00 बजे (भा.मा.स) के बीच (08.12.2025 से प्रस्ताव जमा करने की तिथि से एक दिन पहले तक) हमारी वेबसाइट्स www.recindia.nic.in और www.recpdcl.in पर उपलब्ध सम्बंधित परियोजनाओं के आरएफपी दस्तावेज में दिए गए विवरण के अनुसार प्रत्येक पारेषण परियोजनाओं के लिए अप्रतिदेय गैर-वापसी योग्य शुल्क (₹5,00,000/- (पांच लाख रुपए केवल) या $7000 (यूएस डालर सात हजार केवल) + 18% जीएसटी) के भुगतान पर प्राप्त कर सकते है।

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

क्रम. सं.	परियोजना का नाम	स्पष्टीकरण मंगवाने की अंतिम तिथि	आरएफपी के उत्तर में प्रस्ताव जमा की अंतिम तिथि	आरएफपी प्रस्ताव खोलने का विवरण
1.	765/400/220 केवी एआईएस बलसाणे (जिला धुले) की स्थापना	29.12.2025	09.02.2026, 1200 बजे तक (भा.मा.स)	09.02.2026 को 1230 बजे (भा.मा.स)
2.	765/400/220 केवी एआईएस आपटा (जिला रायगढ़) की स्थापना	29.12.2025	09.02.2026, 1400 बजे तक (भा.मा.स)	09.02.2026 को 1430 बजे (भा.मा.स)
3.	400/220 केवी जीआईएस अंबरनाथ (जिला ठाणे) की स्थापना	29.12.2025	09.02.2026, 1600 बजे तक (भा.मा.स)	09.02.2026 को 1630 बजे (भा.मा.स)

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

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

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

बोली प्रक्रिया समन्वयक: आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड | पहलकर्ता: महाराष्ट्र सरकार | पहलकर्ता भागीदार: राज्य पारेषण उपक्रम महाराष्ट्र

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यकवाड दुसऱ्या स्थानी

केमी) भारताच्या भारतीने बाजी मारली. वेळ नोंदवली. दुसरा क्रमांक नाशिकच्या ला. रविनाने १ तास १५ मिनिटे व ५८ ग्नने तिसऱ्या क्रमांकावर राहिली.

वर्षांनी...

महिलांच्या ४२.१९५ किमी शर्यतीत मारली होती. मात्र, त्या वेळी व्हिसा ुळे केवळ एकच परदेशी धावपटू र्षांच्या शर्यतीत सहभागी झाला होता. या महिलांच्या शर्यतीत जेतेपदासाठी या वेळी ज्योती गवतेने ३ तास ६ मिनिटे मारली होती. आता तीन वर्षांनी पुन्हा मारली आणि तिही २ तास ४०

दुसरा क्रमांक मिळवला.

भारतीयांत तीर्थ सरस

पुरुषांच्या मॅरेथॉनमध्ये तिसरा आलेला तीर्थ भारतीयांत अव्वल स्थानी राहिला. त्याने २ तास २० मिनिटे व १७ सेकंद वेळ नोंदवली. विक्रम बी. याने दुसरा, कमलाकर लक्ष्मण देशमुखने तिसरा क्रमांक मिळवला. विक्रमने २ तास २५ मिनिटे व ०४ सेकंद, तर कमलाकरने २ तास २७ मिनिटे व ४६ सेकंद वेळ नोंदवली.

सचिन विजेता

पुरुषांच्या अर्धमॅरेथॉनमध्ये भारतीय धावपटूंचेच वर्चस्व पाहायला मिळाले. सचिन यादवने बाजी मारली. सचिनने १ तास ०३ मिनिटे व ४३ सेकंद वेळ नोंदवली. त्यापाठोपाठ राज तिवारीने दुसरा, तर मुकेशकुमारने तिसरा क्रमांक मिळवला. राजने १ तास ०३ मिनिटे व ४४ सेकंद, तर मुकेशने १ तास ०४ मिनिटे व ०३ सेकंद वेळ नोंदवली.

अभिषेक, कोमल जिंकले

पुरुषांच्या दहा किलोमीटरच्या शर्यतीत अभिषेक देवकातेने बाजी मारली. अभिषेकने ३२ मिनिटे व ११ सेकंद वेळ नोंदवली. त्यापाठोपाठ, अरविंदने ३२ मिनिटे व ४० सेकंद वेळेसह दुसरा, तर साहिल सागरने ३३ मिनिटे व १६ सेकंद वेळेसह तिसरा क्रमांक मिळवला. महिलांच्या दहा किलोमीटर शर्यतीत कोमल जगदाळे जिंकली. कोमलने ३४ मिनिटे व ४१ सेकंद वेळ नोंदवली. प्रियांका ओक्साने (३८ मि. १७ से.) दुसरा, तर साक्षी भंडारीने (३८ मि. ४२ से.) तिसरा क्रमांक मिळवला. पुरुषांच्या पाच किलोमीटर शर्यतीत सुहास सावरतकरने १४ मिनिटे व १० सेकंद वेळ नोंदवून प्रथम क्रमांक मिळवला. ओंकार कुंभारने दुसरा, तर शुभम दापकेने तिसरा क्रमांक मिळवला.

कोट्यवधी रुपयांचा गांजा जाळून नष्ट

शिरपूर तालुक्यात पोलिसांची कारवाई

म. टा. वृत्तसेवा, धुळे



शिरपूर तालुक्यातील जामण्यापाणी शिवारातील अतिदुर्गम वनप्रदेशात चोरून-लपून होत असलेल्या गांजाच्या मोठ्या शेतीचा पर्दाफाश करत शिरपूर तालुका पोलिसांनी मोठी कारवाई केली. सुमारे १ कोटी ६ लाख २५ हजार रुपये किमतीचा २ हजार १२५ किलो ओला गांजा जागेवरच नष्ट करण्यात आला. मात्र, ही लागवड नेमकी कोणी केली हे अद्याप समोर आलेले नाही.

शिरपूर तालुक्यात गेल्या काही वर्षांपासून दुर्गम भागाचा गैरफायदा घेत मोठ्या प्रमाणात गांजाची लागवड केली जाते. तालुका पोलिसांनी गांजा निर्मूलनासाठी जागरुकता मोहीम, पोस्टर, बॅनर लावून जनजागृती केली होती. परंतु तरीदेखील लागवडींमध्ये घट झाली नाही.

४० हजार चौरस फुटांत लागवड

वनक्षेत्रातील कंपार्टमेंट क्रमांक १०२० मधील भागात ४२ लाख ४५ हजार रुपये किमतीचा ओला गांजा तयार अवस्थेत सापडला. वनक्षेत्रातील गांजाची झाडे मुळासकट उपटून कार्यकारी दंडाधिकारी यांच्या उपस्थितीतच जाळून नष्ट करण्यात आली. तसेच कंपार्टमेंट क्रमांक १०४१ या दुसऱ्या ठिकाणी ८२ गुंठ्यांतून अज्ञात व्यक्तींनी पोलिसांच्या भीतीने गांजाची झाडे आधीच उपटून टाकलेली आढळली.

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 03 (THREE) 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 development 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. 08.12.2025.

The bidders may obtain the RFP documents on all working days between 1030 hours (IST) to 1600 hours (IST) from 08.12.2025 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 projects 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 projects 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.	Establishment of 765/400/220 kV AIS Balsane (Dist Dhule)	29.12.2025	09.02.2026 up to 1200 Hrs (IST)	09.02.2026 at 1230 Hrs (IST)
2.	Establishment of 765/400/220 kV AIS Apta (Dist Raigad)	29.12.2025	09.02.2026 up to 1400 Hrs (IST)	09.02.2026 at 1430 Hrs (IST)
3.	Establishment of 400/220 kV GIS Ambernath (Dist Thane)	29.12.2025	09.02.2026 up to 1600 Hrs (IST)	09.02.2026 at 1630 Hrs (IST)

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

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

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

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

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बोली मागविणारी सूचना

प्लॉट क्र. २०, सेक्टर-१५अ, सीबीडी-बेलापूर, नवी मुंबई येथे महा आवास डीआरएस गृहनिर्माण योजनेचे बांधकाम. (पुनर्मागणी)

सिडको महाराष्ट्र लिमिटेड खाली नमूद केलेल्या कामासाठी तत्सम स्वरुपाची कामे पूर्ण करणाऱ्या, सिडको लि. किंवा केंद्र सरकार किंवा सह किंवा महाराष्ट्र शासन किंवा त्यांच्या उपक्रमांत योग्य वर्ग श्रेणीमध्ये नोंदणीकृत, **अनुभवी संभाव्य बोलीदारांकडून दोन बोली प्रणाली (भाग I तांत्रिक बोली आणि भाग II व्यावसायिक बोली)** मध्ये ई-निविदा प्रक्रियेद्वारे "ऑनलाइन" बाब दर टक्केवारी बोली आमंत्रित करत आहेतः

१. कामाचे नाव : प्लॉट क्र. २०, सेक्टर १५-अ, सीबीडी-बेलापूर, नवी मुंबई येथे महा आवास डीआरएस गृहनिर्माण योजनेचे बांधकाम करणे. (पुनर्मागणी). २. सी.ए. क्र. : ०१/सिडको/ईई(एचएसजी-VI)/२०२५-२६. **३. बोलीसाठी ठरवलेली किंमत :** रु. ६१०,१०,२६,३५३.६४ (जीएसटी वगळून) रु. ६०९,४०,३५,४५१.०८ (बोली योग्य) + रु. ६९,९०,९०२.५६ (गैर-बोलीयोग्य). **४. इ.र.ठे.:** रु. ६.१० कोटी. **५. नोंदणी वर्ग :** वर्ग IA (अमर्यादित) - सिव्हिल कार्य. **६. पूर्तता कालावधी :** बेचाळीस (४२) महिने ज्यात समाविष्ट आहे : १) सुरुवातीचे सहा (०६) महिने वैधानिक मंजुरी, बांधकामपूर्व उपक्रम आणि साइट तयारीसाठी, ज्यात लोकांची जमवाजमव समाविष्ट आहे आणि २) त्यानंतरचे छत्तीस (३६) महिने बांधकाम कामांसाठी (पावसाळ्यासह). **७. निविदा प्रक्रिया शुल्कः** रु. ७०,८००.०० (१८% जीएसटीसह (ना-परतावा)

बोली कार्यक्रमासह बोली दस्तऐवज १२/१२/२०२५ रोजी १७.०१ वा. पासून संकेतस्थळ **https://mahatenders.gov.in** वर उपलब्ध असतील.

अधीक्षक अभियंता
(एचएसजी-I आणि एनटी)

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सिडको/जनसंपर्क/४०३/२०२५-२६

The move comes after Trump pressured Mexico's President Claudia Sheinbaum to curb Beijing's growing influence in her nation's economy and to support his migration and security policies. Mexico is the US's top trading partner and its imports from China — worth almost $130bn last year — have grown more than 75 per cent since 2020.

"This fundamentally has to do with the United States and the revision of the USMCA [US-Mexico-Canada free trade deal], which is approaching [and] Mexico's negotiations to get reductions and extensions to tariffs to access the US market," Oscar Ocampo, economic development director at the Mexican Institute for Competitiveness think-tank, told the Associated Press.

A review of the trade pact, agreed during Trump's first term, is due next year. The Office of the US Trade Representative is set to outline its position on whether to extend the USMCA agreement by another 16 years next month.

Mexico's 50 per cent levy — more than double the current 15 to 20 per cent tariff — was the maximum allowed under World Trade Organization rules.

Chinese goods make up a fifth of Mexican imports, official data show. Last month 20 per cent of cars sold in Mexico were imported from China, according to the Mexican Association of Automotive Distributors. China's ministry of commerce said the measures would "substantially harm the interests of relevant trading partners, including China".

Additional reporting by Cheng Leng and Joe Leahy

China Export juggern

THOMAS HALE — SHANGHAI
HAOHSIANG KO — HONG KONG

In a year dominated by US President Donald Trump's tariff war and a blizzard of tit-for-tat levies, China's $1tn trade surplus has made clear it remains an unstoppable export juggernaut.

While the country's surplus with the US is more than $100bn lower so far this year compared with last year's total, it has risen in a host of other destinations. The result is a historic global goods surplus that reached $1.08tn last month, driven by $3.41tn of exports and surpassing every previous full-year total.

This week in Beijing, Kristalina Georgieva, IMF managing director, warned of China's trade relation "imbalances", which days earlier Emmanuel Macron, French president, had said were becoming "unbearable".

The trade differential also reflects China's march up the manufacturing value chain, particularly in cars, adding to its dominance in phones, computers and lower-value goods.

"In the near term, the trade surplus will still continue to grow," said Michelle Lam, greater China economist at Société Générale. "It is a problem that is not going to go away any time soon."

China's export strength belies a weaker economic picture at home, where policymakers are grappling with muted consumer confidence and deflation. Imports have also declined, ing relations with trading partne raising the prospect of retaliation.

China's export growth to sout Asia is among the most striking fe of the emerging trade order — a that is being closely scrutinised relationship to Trump's tariff war.

China's surplus with the regio $245bn for the first 11 months year, well above the $191bn fo whole of last year. That was driv growth in the surplus with cou such as Vietnam, Thailand and M sia. Economists said a probable r for this was Chinese goods being "t shipped" through the region.

China's 11-month surplus with was up $27bn over the full-year figures. Its surplus with the EU w nearly $20bn, while for Latin Ame had risen $9bn.

The single largest incre to the came from cars. China's surplus fo sector was up $22bn in the fir months compared with the same p last year, taking its total to $66bn. is an extraordinary turnaround just three years ago, when the cou had a deficit with the rest of the wor

China also had a $64bn global t surplus in batteries over the fir months, reflecting a push into ele vehicles that has turned marques as BYD into global household name

Contracts & Tenders

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

GLOBAL INVITATION (Through e-bidding Only)
FOR SELECTION OF TRANSMISSION SERVICE PROVIDER THROUGH TARIFF BASED COMPETITIVE BIDDING (TBCB) PROCESS ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR 03 (THREE) 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 development 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. 08.12.2025.

The bidders may obtain the RFP documents on all working days between 1030 hours (IST) to 1600 hours (IST) from 08.12.2025 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 projects 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 projects 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.	Establishment of 765/400/220 kV AIS Balsane (Dist Dhule)	29.12.2025	09.02.2026 up to 1200 Hrs (IST)	09.02.2026 at 1230 Hrs (IST)
2.	Establishment of 765/400/220 kV AIS Apta (Dist Raigad)	29.12.2025	09.02.2026 up to 1400 Hrs (IST)	09.02.2026 at 1430 Hrs (IST)
3.	Establishment of 400/220 kV GIS Ambernath (Dist Thane)	29.12.2025	09.02.2026 up to 1600 Hrs (IST)	09.02.2026 at 1630 Hrs (IST)

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

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

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

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Economic conference

Beijing signal

JOE LEAHY — BEIJING

China's leaders have for the first t explicitly committed to reversing a in investment, one of main driver growth in the world's second-larg economy.

The pledge, made at the end of a t day economic policy conference of s ior Communist party officials, was first official indication that a sharp sl down in fixed-asset investment recent months is worrying leaders.

"We will promote the stabilisat and recovery of investment," sai report of the meeting, which w chaired by President Xi Jinping. T would be achieved by increasing cent government investment, implement key projects and stimulating priv investment, said the report publish by state news agency Xinhua.

SINGLE STAGE REQUEST FOR PROPOSAL DOCUMENT

FOR

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

TO

DEVELOP INTRA-STATE TRANSMISSION PROJECT FOR ESTABLISHMENT OF 765/400/220 KV AIS BALSANE (DIST. DHULE)

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: vijay.kulkarni@recpdcl.in, tbcb@recpdcl.in

08.12.2025

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 develop Intra-State Transmission Project i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" 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. Sankirna-0125/P.R.32/Urja-4 dated 03.10.2025 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 develop Intra-State Transmission Project i.e. **"Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"** 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 Project i.e. "**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)**" (hereinafter referred to as 'Project') on build, own, operate & transfer basis and to provide transmission service:

Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)		
Sl. No.	**Scope of the Transmission Scheme**	**Scheduled COD in months from Effective Date**
1.	Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level. • 765/400 kV, 1500 MVA, ICT- 2 Nos.(7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No.(4 x 80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No.	24 months from Effective Date

Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)		
Sl. No.	**Scope of the Transmission Scheme**	**Scheduled COD in months from Effective Date**
	• 400 kV Bus Reactor bay-1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No. **<u>Space Provision for Future Scope:</u>** • 1 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay- 2 Nos. • 220 kV ICT bay – 1 No • 765 kV line bay - 2 Nos. • 400 kV line bays-6 Nos. • 220 kV line bay – 6 Nos.	
2.	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	
3.	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos.	
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	
5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos.	
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	
Note: 1. *Space for 400 kV line bays at* Malegaon (Proposed), *220 kV line bays at Shivajinagar* (Existing) and *220 kV line bays at* Vikharan (Existing) *shall be provided by existing/Future Utility.* However, *In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations*. 2. *In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*		

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 Long-Term Transmission System Users (LTTSUs) in Indian Rupees through the Nodal Agency as per MERC MYT Regulations as amended from time to time. 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, vijay.kulkarni@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 06.02.2026. 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 08.12.2025 to 06.02.2026 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 1200 hours (IST) on 09.02.2026. Technical Bid will be opened by the Bid Opening Committee on the same day at 1230 hours (IST) in the office of Chief Engineer (Maharashtra STU), Mumbai, 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: vijay.kulkarni@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 or unconditional and irrevocable Insurance Surety Bond issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Payment on Order Instrument for **Rupees Twenty-Five Crore and Forty-Four Lakh (Rs. 25.44 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 (for Bank Guarantee) or Annexure 14A (for Insurance Surety Bond) or Annexure 14B (for Payment on Order)**;**

"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;

"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;

"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 State Transmission Utility (STU), which shall execute and implement the Transmission Service Agreement (TSA);

"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;

"Payment on Order Instrument" shall mean Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of Transmission Service Provider (TSP) in terms of tender conditions/ Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Nodal Agency on demand within stipulated time. TSPs can seek such Letter(s) by offering due security to the above-mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Nodal Agency shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.

"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 InSTS Licensee by the Long Term Transmission System Users (LTTSUs), and collected / disbursed by the Nodal Agency as per Transmission Service Agreement (TSA) / relevant MERC Regulations as amended from time to time;

"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

Nodal Agency 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. Sankirna-0125/P.R.32/Urja-4 dated 03.10.2025 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 Project i.e. **"Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"** 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 Project i.e. "**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"** (hereinafter referred to as 'Project') on build, own, operate and transfer basis, and to provide transmission service.

Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)		
Sl. No.	**Scope of the Transmission Scheme**	**Scheduled COD in months from Effective Date**
1.	Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level. • 765/400 kV, 1500 MVA, ICT- 2 Nos.(7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No.(4 x 80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No.	24 months from Effective Date

Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)		
Sl. No.	**Scope of the Transmission Scheme**	**Scheduled COD in months from Effective Date**
	• 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No. **<u>Space Provision for Future Scope:</u>** • 1 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay- 2 Nos. • 220 kV ICT bay – 1 No • 765 kV line bay - 2 Nos. • 400 kV line bays-6 Nos. • 220 kV line bay – 6 Nos.	
2.	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	
3.	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos.	
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	
5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at Shivajinagar (Existing)-02 Nos.	
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	

Note:

1. *Space for 400 kV line bays at* Malegaon (Proposed), *220 kV line bays at Shivajinagar* (Existing) and *220 kV line bays at* Vikharan (Existing) *shall be provided by existing/Future Utility.* However, *In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations*.
2. *In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*

1.3 **Project Description**

This project is planned for evacuation of power from Renewable Energy (RE) projects in the area. Balsane & surrounding region has RE potential of 3-4 GW. Mitigating demand growth in Nashik region with strong source of 765 kV substation and creation of 400 kV Network in Nashik region.

Creation of 765 kV network will strengthen the inter-connection of ISTS and InSTS network, enhance Power Transmission Capacity and address the existing transmission system.

Further, this will establish additional 400 kV transmission line network and the grid in Nashik region and evacuated bulk RE Power generated in the region will be facilitated.

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) 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.

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

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**. 1272 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. 254.40 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. 1272 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. 254.40 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**. 508.80 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 Nodal Agency and the BPC and/or the Nodal Agency 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 (4th) Bidder is shared by more than one (1) Bidder, then all such Bidders who share the rank of the fourth (4th) Bidder shall qualify to participate in the electronic reverse auction.

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

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

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

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

2.5.1 Bid Formats

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

2.5.2 Technical Bid comprising of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    OR

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

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

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

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

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

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

14. Bid Bond, as per the prescribed format at **Annexure 14** or Surety Bond for Bid Security as per the prescribed format at **Annexure 14A** or Payment on Order Instrument to be issued byIREDA/REC/PFC as per the prescribed format at **Annexure 14B.**

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 & Nodal Agency 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 **Nodal Agency**

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

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

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

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

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

2.6 Project Schedule

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

S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level. • 765/400 kV, 1500 MVA, ICT- 2 Nos.(7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor- 1 No.(4 x 80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor - 1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No. **<u>Space Provision for Future Scope:</u>**	24 months from Effective Date	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.

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 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay- 2 Nos. • 220 kV ICT bay – 1 No • 765 kV line bay - 2 Nos. • 400 kV line bays-6 Nos. • 220 kV line bay – 6 Nos.			
2.	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane.			
3.	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos.			
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane.			
5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at Shivajinagar (Existing)-02 Nos.			
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.			

Note:

1. *Space for 400 kV line bays at* Malegaon (Proposed), *220 kV line bays at Shivajinagar* (Existing) and *220 kV line bays at* Vikharan (Existing) *shall be provided by existing/Future Utility.* However, *In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations*.
2. *In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*

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: 24 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 1200 Hrs (IST) on 09.02.2026. 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
08.12.2025	Issuance of RFP
29.12.2025	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.
05.01.2026	Pre-Bid meeting(s)
15.01.2026	Issue of written clarifications and revised RFP documents
27.01.2026	Issue of final RFP Project Documents
09.02.2026	Submission of Bid (Online submission of Bid through electronic bidding portal)
09.02.2026	Opening of Technical Bid
17.02.2026	Shortlisting and announcement of Qualified Bidders on bidding portal
18.02.2026	Opening of Financial Bid - Initial Offer
19.02.2026	Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.
24.02.2026	Submission of original hard copies of Annexure 3, Annexure 4, Annexure 6, as applicable and Annexure 14 by the bidder with lowest Final Offer
27.02.2026	Selection of Successful Bidder and issue of LOI
09.03.2026	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 Nodal Agency the Contract Performance Guarantee for an amount of **Rs. 63.60 Crore (Rupees Sixty-Three Crore and Sixty Lakh Only)**. The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project and thereafter shall be dealt with in accordance with the provisions of the Transmission Service Agreement. The Contract Performance Guarantee shall be issued by any of the banks listed in Annexure-17 as per format given at Annexure- 15 or any of the insurance companies authorized by Insurance Regulatory and Development Authority of India as per format given at Annexure-15 A or PFC/ REC/ IREDA as per Payment on Order Instrument format given at Annexure-15B.

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 Chief Engineer (Maharashtra STU), in the online presence of Bidders' representatives who wish to attend:

Opening of Envelope (Technical Bid): 1230 hours (IST) on 09.02.2026.

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 1230 hours (IST) on 18.02.2026 in the office of Chief Engineer (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: vijay.kulkarni@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 Nodal Agency 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 Nodal Agency,
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 Nodal Agency 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 Nodal Agency may at any time, disclose the terms and conditions of the RFP and RFP Project Documents to any person, to the extent stipulated under the Law or the Bidding Guidelines.

2.17 Right of the BPC to reject any Bid

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

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

2.19 Fraudulent and Corrupt Practices

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

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

agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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

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

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

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

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

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

SECTION - 3

EVALUATION OF THE TECHNICAL AND FINANCIAL BID

SECTION 3

1. EVALUATION OF BID

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

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

3.2. STEP I – Responsiveness check

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

a) Technical Bid that are incomplete.

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

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

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

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

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

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

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

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

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

~~k)~~ Bid not accompanied by a valid Bid Bond~~;~~

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

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

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

o) Bidder having Conflict of Interest

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

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

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

s) Bid being conditional in nature.

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

3.3. STEP II - Compliance with submission requirements

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

3.4. STEP III -Evaluation of Technical Bid

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

3.4.1. Interpolation of financial data.

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

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

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

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

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

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

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

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

3.5. STEP IV - Evaluation of Financial Bids

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

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

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

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

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

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

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

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
15. Format for Contract Performance Guarantee
16. Checklist for Technical Bid submission requirements
22. Format for Affidavit

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

Financial Bid

21. Format for Financial Bid

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

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

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 Project i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" 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 or in the form of insurance surety bond no [Insert number of the Insurance Surety Bond] dated …….. [Insert Date of the Insurance Surety Bond] as per your proforma (Annexure-14A) from [Insert name of Insurance Company providing Insurance Surety bond] and valid up to in terms of Clause 2.11 of the RFP or in the form of Payment on Order Instrument no. …… [Insert number of the Instrument] dated ….... [Insert Date of the Instrument] as per your proforma (Annexure- 14B) from [Insert name of company issuing Payment on Order Instrument] 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 Project i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.**

We, the undersigned Member of …… (Insert name of the Bidding Consortium) have read, examined and understood the RFP document for the short-listing of Bidders as prospective TSP for "**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"** through tariff based competitive bidding process. We hereby confirm our concurrence with the Bid including in particular the Consortium Agreement submitted by ……. (Insert name of the Lead Member) in response to the RFP document.

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

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

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

The details of contact person are furnished as under:

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

Dated the ……. day of ……. of 20…

Thanking you,

Yours faithfully,

……
(Signature)

Name: …….
Designation: …….

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

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

POWER OF ATTORNEY

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

Know all men by these presents, We …….(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms……(name and residential address) who is presently employed with us and holding the position of ……. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection of Bidder as Transmission Service Provider for "**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"** through tariff based competitive bidding process in the country of India, including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RFP and signing of the Share Purchase Agreement by all the parties thereto.

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

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

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

……..
(Signature)

Name: …….
Designation: …….

Accepted

……..……
(Signature of the Attorney)

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

Specimen signatures of attorney attested by the Executant

……
(Signature of the Executant)

……..
(Signature of Notary Public)

Place: ……
Date: ……

Notes:

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

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

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

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

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

POWER OF ATTORNEY

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

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

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

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

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

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

For and on behalf of
Consortium Member

……

(Signature of the Authorized Signatory)

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

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

Accepted
Specimen signatures of attorney attested

…….
(Signature)

……

……

(Signature of Notary Public)
……

(Name, Designation and Address of the Attorney)

Place: ……
Date: …….

Notes:

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

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

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

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

1. Corporate Details:

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

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

Name: ……

Address: ……
……
……

Website Address: ……..

Country of Origin: ……

b. Year Organized: ……..

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

d. Status as a Bidder:

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

Note: tick the applicable serial number

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

…….
…….
…….

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

g. Telephone Number: …….

h. Email Address: …….

i. Telefax Number: …….

j. Please provide the following documents:

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

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

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

2. Details of Ownership Structure:

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

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

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

Notes:

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

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

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

……..
(Stamp)

Date: ……
Place: ……

FORMAT FOR AUTHORISATION

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

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by **_____[Name of BPC]** to verify our Bid for selection of Bidder as Transmission Service Provider for "**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"** 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 **Maharashtra State Transmission Utility (STU)**

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 Maharashtra State Transmission Utility (STU), 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 Maharashtra State Transmission Utility (STU). Over the term of the Transmission Service Agreement, the provisions of TSA and MERC Regulations as amended from time to time shall apply on the Consortium Members.

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

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

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 Maharashtra State Transmission Utility (STU).

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 Project i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" 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 Project i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Qualification Requirement							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
……		……. Project 1					
……		…….					
……		…….					
	Total (Rs. Crore)						

Yours faithfully

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

Name: ……..
Date: ……..
Place: ……..

……
(Signature and Stamp of statutory Auditors of Bidding Company/ Lead Member of Consortium)
Name: ……..
Date: ……..
Place: ……..

Date: …….

Notes:

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

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

2. In case the accounts for the financial year in which the project claimed for meeting qualification requirement has been commissioned are not audited, the Bidder shall give declaration in this regard duly certified by its statutory auditor. In such a case,

Bidder shall provide details of computation of capital expenditure of such project(s) duly certified by Statutory Auditor of the project company and the Statutory Auditor of the project company should also certify that the capital expenditure of projects commissioned or completed shall be capitalized in the books of accounts upon finalization.

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

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

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

To,

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

Dear Sir,

Sub: Bid for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission Project i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" 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 Project i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)".

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 08.12.2025 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute all the RFP Project Documents, as per the provisions of this RFP.

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

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

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

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

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

S. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level • 765/400 kV, 1500 MVA, ICT- 2 Nos.(7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No.(4 x 80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No.	24 months from Effective Date	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.

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
	• 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No. **<u>Space Provision for Future Scope:</u>** • 1 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay- 2 Nos. • 220 kV ICT bay – 1 No • 765 kV line bay - 2 Nos. • 400 kV line bays-6 Nos. • 220 kV line bay – 6 Nos.			
2.	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane			
3.	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)			
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane			
5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)			
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP)			

Note:

1. *Space for 400 kV line bays at* Malegaon (Proposed), *220 kV line bays at Shivajinagar* (Existing) and *220 kV line bays at* Vikharan (Existing) *shall be provided by existing/Future Utility.* However, *In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations*.

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
2. In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.				

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 …… (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 08.12.2025 ('RFP') issued by you for selection of Bidder as Transmission Service Provider for "**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)**".

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 "**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"**.

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 08.12.2025 ('RFP') issued by you regarding setting up of Intra-State transmission Project i.e. _____[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.

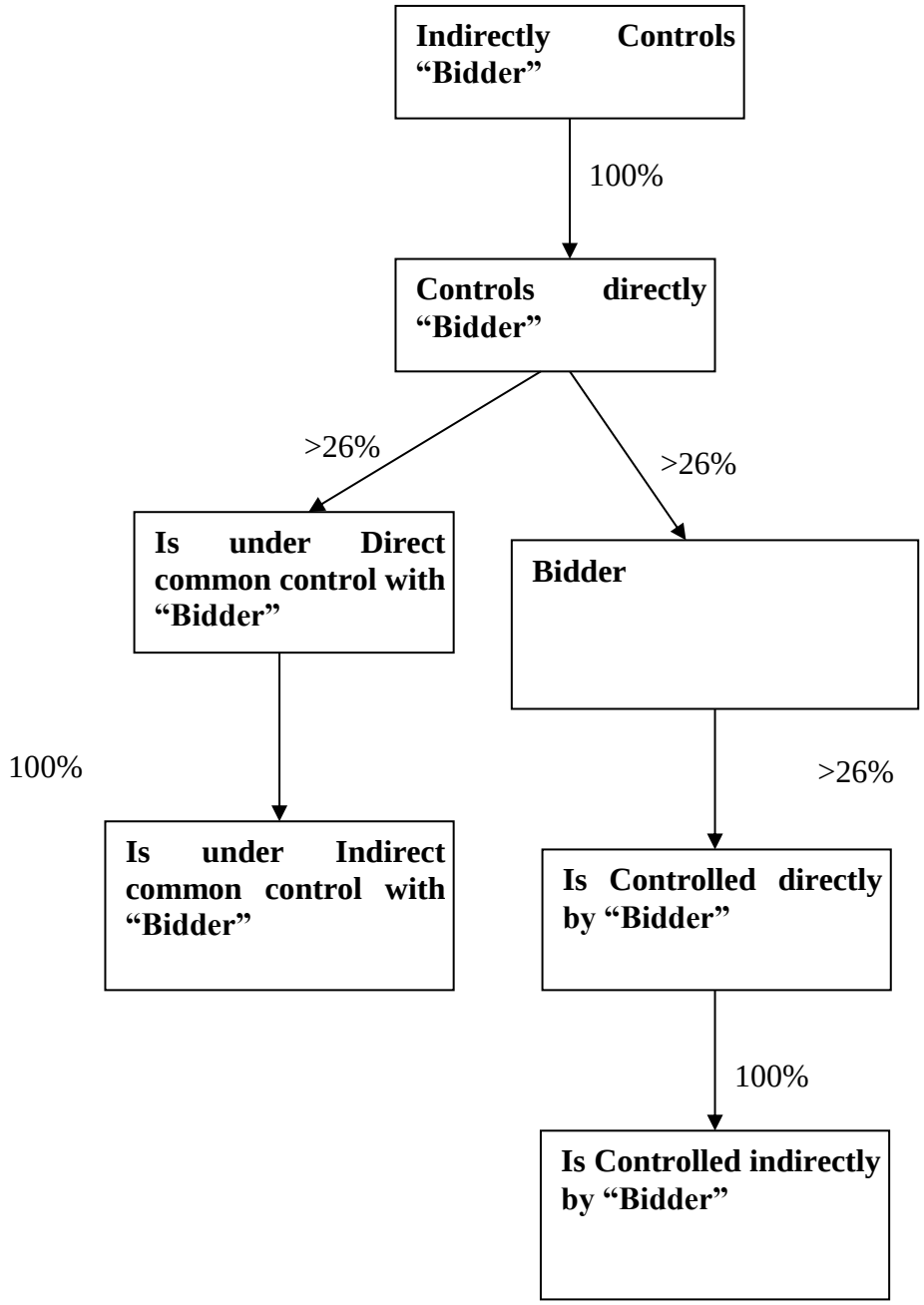
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law 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 Project i.e. _____[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 14A- FORMAT OF THE SURETY BOND FOR BID SECURITY FORMAT OF THE SURETY 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 of Surety Insurer issuing the surety bond and address of Head Office] (hereinafter referred to as "Surety Insurer") 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) (the "Surety Bond"),on behalf of M/s [Insert name of the Bidder].

This surety bond shall be valid and binding on the Surety Insurer 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 Surety Insurer 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 Surety Bond is restricted to Rupees Only (Rs Crore). The Surety Bond 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 Surety bond until [Insert Date, which is one hundred eighty (180) days after the date in the preceding sentence]. The Surety Insurer hereby expressly agrees that it shall not require any proof except for the written demand from [Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Surety Insurer, in order to make the said payment to [Name of BPC] or its authorized representative.

The Surety Insurer 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 Surety Insurer shall not require [Name of BPC] or its authorized representative to justify the invocation of this surety bond, nor shall the Surety Insurer have any recourse against [Name of BPC] or its authorized representative in respect of any payment made hereunder.

This Surety Bond shall be interpreted in accordance with the laws of India.

The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

This Surety Bond 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 Surety Insurer.
This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly [Name of BPC] or its authorized representative shall not be obliged before enforcing this Surety Bond 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.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond 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 one hundred eighty (180) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if [Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness where of:

Signature.....

Name: .....

Power of attorney No/ Employee No. as applicable.:……

For:
..... [Insert Name of the Surety-Insurance Company 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 Insurance Company.

ANNEXURE 14B - FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC

(to be submitted separately for each Project)

No. Date

…… [Insert name of BPC]

Reg: M/s (insert name of the bidding entity**)- Issuance of Payment on Order Instrument for an amount of Rs._____**

Dear Sir,

1. At the request of M/s (Insert name of the bidding entity), this Payment on Order Instrument (POI) for an amount of Rs..... (Rupees (In words)) is being issued by M/s. ..... (Insert Name of the POI issuing Agency) ('IREDA/REC/PFC'). This Payment on Order Instrument comes into force immediately.

2. In consideration of the ..... [Insert name of the Bidding Entity] (hereinafter referred to as 'Bidder') submitting the response to RFP issued by [Insert name of BPC] for the project ..... [Insert name of the project] and [Insert name of BPC] considering such response to the RfP of M/s..... [Insert the name of Bidding Entity] as per the terms of the RFP, the [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to [Insert name of BPC] at [Insert Name of the Place from the address of the BPC] forthwith without demur on demand in writing from [Insert name of BPC] or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Insert amount not less than the bid bond value indicated in RFP] only, on behalf of M/s. [Insert name of the Bidding Entity].

3. In consideration of the above facts, IREDA/REC/PFC, having its registered office at ..... agrees to make payment for the sum of Rs ..... (in words .....) to [Insert name of BPC] on the following conditions:

a. IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of days of receipt of request from ..... [Insert name of BPC] within the validity period of this letter as specified herein;

b. The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by them against [Insert name of BPC];

c. The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired, and discharged by virtue of change in its constitution and specific liability under this POI shall be binding on its successors or assignors;

d. The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/impaired/discharged by any extension of time or variation and alteration made, given or agreed with or without knowledge or consent of the parties ([Insert name of BPC] and Bidder), subject however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

e. This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;

f. IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by [Insert name of BPC] made in any format within the validity period. IREDA/REC/PFC shall not require [Insert name of BPC] to justify the invocation of the POI against the Bidder, to make any claim against or any demand against the Bidder or to give any notice to the Bidder;

g. The POI shall be the primary obligation of IREDA/REC/PFC and .....
[Insert name of BPC] shall not be obliged, before enforcing the POI, to take any action in any court or arbitral proceedings against the Bidder;

h. The POI shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other changes in constitution of IREDA/REC/PFC;

i. Neither the [Insert name of BPC] is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against the ..... [Insert name of BPC] in respect of the payment made under this POI.

4. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to [Insert the date of validity of the POI as per Clause 2.11.1 of the RFP], with an additional claim period of three hundred and sixty-five (365) days thereafter and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs..... and IREDA/REC/PFC shall in no case be liable for any interest, costs, charges, and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

5. In pursuance of the above, IREDA/REC/PFC and [Insert name of BPC] have signed an Umbrella Agreement dated setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to [Insert name of BPC] and the said terms and conditions shall be read as a part of this POI issued for the project of PP mentioned above.

Thanking you,

Yours faithfully For and on behalf of

M/s.....
(Name of the POI issuing agency)

( )
General Manager

Copy to

M/s…….. As per their request

( )
General Manager

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 Maharashtra State Transmission Utility (STU) 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 Maharashtra State Transmission Utility (STU) at…… [Insert Place and Address of the Maharashtra State Transmission Utility (STU) indicated in TSA] forthwith on demand in writing from the Maharashtra State Transmission Utility (STU) 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 Maharashtra State Transmission Utility (STU) 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 Maharashtra State Transmission Utility (STU), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Maharashtra State Transmission Utility (STU).

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 Maharashtra State Transmission Utility (STU) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Maharashtra State Transmission Utility (STU) 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 Maharashtra State Transmission Utility (STU) 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 Maharashtra State Transmission Utility (STU) 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 Maharashtra State Transmission Utility (STU) and may be assigned, in whole or in part, (whether absolutely or by way of security) by Maharashtra State Transmission Utility (STU) to any entity to whom the Maharashtra State Transmission Utility (STU) is entitled to assign its rights and obligations under the Transmission Service Agreement.

The Guarantor Bank hereby agrees and acknowledges that the Maharashtra State Transmission Utility (STU) 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 Maharashtra State Transmission Utility (STU) 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 15A - FORMAT FOR SURETY INSURANCE CONTRACT (ISB for CPG)
(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 of India)

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] (hereinafter referred to as the **'Principal Debtor'** for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated .....*I* to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal **('RFP')** and other RFP Project Documents, subject to the condition of providing a Performance Bank Guarantee or a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Maharashtra State Transmission Utility **(STU)** [herein after referred to as the Nodal Agency], the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as **"Surety")** hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs.....) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency, and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Nodal Agency.

The liability of the Surety under this Surety Insurance Contract is restricted to Rupees ..... Crores (Rs .....) only. The Surety Insurance Contract shall remain in force until [Insert the date of validity of the Surety Insurance Contract]. The Nodal Agency shall be entitled to invoke this Surety Insurance Contract up to three hundred sixty five (365) days after the last date of the validity of this Surety Insurance Contract.

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, containing the statement that the contractor has failed to meet its contractual obligations raised at the above mentioned address of the Surety (address of Surety office should be a place in NCR only) and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Nodal Agency on the Surety shall be conclusive and binding not withstanding any difference between the Nodal Agency and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenor(including Claim period) whichever is earlier.

The Surety shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person. The Surety shall not require the Nodal Agency to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Nodal Agency in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT 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 Surety.

In order to give effect to this surety Bond, the Nodal Agency shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or..... [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the

Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the 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 Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938

The Surety hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of nodal agency shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Nodal Agency in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so on behalf of the Surety

In witness where of:
Signature.....
Name: .....

Power of attorney No/ Employee No. as applicable. .....:

For:
..... [Insert Name of the Surety-Insurance Companyl
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 Insurance Company.

ANNEXURE 15B - FORMAT FOR ISSUANCE OF PAYMENT ON ORDER INSTRUMENT
(POI for CPG)
Format for Issuance of Payment on Order Instrument

Dear Sir,

1. Indian Renewable Energy Development Agency Limited ('IREDA")/PFC/REC has sanctioned a non-fund-based limit loan of Rs. (Rupees..... Only) to M/s. ..... [Insert name of SPV or selected Bidder] under the Loan Agreement executed on ..... to execute Transmission System Projects.

2. 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] for the purposes of this Payment on Order Instrument ("POI") having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated .....*I* to be executed as per the draft of the Model Transmission Service Agreement provided along with the Request for Proposal (,,RFP") and other RFP Project Documents, subject to the condition of providing a POI guaranteeing the due performance of the obligations under the Transmission Service Agreement to the Nodal Agency/ Maharashtra State Transmission Utility (STU), the.....[Insert name and address of the non-banking financial institutions(IREDA/PFC/REC) issuing the POI and address of the head office] (hereinafter referred to as **"Guarantor")** hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at ..... [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely ……..] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Guarantor at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees ..... Crores (Rs .....) only [Insert the amount of Payment on Order Instrument]

3. At the request of ..... and on behalf of M/s. ....., [Insert name of SPV or selected Bidder] this Payment on Order Instrument (POI) for an amount of Rs. ..... (Rupees .....) is being issued with IREDA/PFC/REC assuming the obligations to remit such amount to Maharashtra State Transmission Utility (STU) from the sanctioned loan.

4. This Payment on Order Instrument comes into force immediately and IREDA/PFC/REC confirms that it has sufficient amount out of the sanctioned loan and shall maintain the required amount to pay under this Payment on Order Instrument, during the validity and claim period of this Payment on Order Instrument.

5. This POI has been issued by IREDA/PFC/REC utilizing the credit limit of M/s.....[Insert name of SPV or selected Bidder] IREDA/PFC/REC confirms that its liability to pay under this Payment on Order Instrument shall

be primary and independent of whether at the time of invocation of Payment on Order Instrument, the sanctioned funds are available or not and notwithstanding, the status of M/s [Insert name of SPV or selected Bidder] at the relevant time and to whether IREDA/PFC/REC is able to recover the amount advanced by it to the said developer.

6. IREDA/PFC/REC and M/s.[Insert name of SPV or selected Bidder] hereby acknowledges, accepts and confirms that this Payment on Order Instrument shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

7. IREDA/PFC/REC liability under this POI is restricted to Rupees Crores (Rs.....) only. This POI shall remain in force until..... [Insert the date of validity of the POI]. The Nodal Agency shall be entitled to invoke this POI up to three hundred sixty-five (365) days after the last date of the validity of this POI. This POI shall be extended from time to time for such period, as may be desired by the TSP.

8. The Guarantor hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, raised at the above mentioned address of the Guarantor (address of Guarantor office should be in NCR only) and the Guarantor shall pay the amount to the Nodal Agency without reference to the TSP.

9. Any such demand made by the Nodal Agency on the Guarantor shall be conclusive and binding not withstanding any difference between the Nodal Agency and the TSP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Guarantor undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the POI herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenure or (including Claim period) whichever is earlier.

10. The Guarantor shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection or disputes raised by the TSP, namely, ... [Insert name of SPV], or [Insert name of the Selected Bidder], or..... [Insert name of the TSP] and/or any other person. The Guarantor shall not require the Nodal Agency to justify the invocation of this POI, nor shall the Guarantor have any recourse against the Nodal Agency in respect of any payment made hereunder.

11. This POI shall be interpreted in accordance with the laws of India.

12. The Guarantor represents that this POI Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor in the manner provided herein.

13. This POI 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.

14. This POI Contract shall be a primary obligation of the Guarantor as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this POI Contract to take any action in any court or arbitral proceedings against the TSP, namely, ... [Insert name of SPV], or..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be to make any claim against or any demand on the TSP, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to TSP, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the TSP, namely, ... [Insert name of SPV], or.[Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

15. The Guarantor acknowledges that this POI Contract is not personal to the 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.

16. The Guarantor hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this POI Contract either in part or in full, as it may deem fit. In case of invocation of this POI Contract in part, besides making payment for the part of POI Contract invoked, Guarantor at the request of Nodal Agency shall amend the value of POI Contract to the extent of balance amount.

IN WITNESS WHERE OF the non- banking financial institutions through its authorized officer, has set its hand and stamp on this..... day of.....at.....

Signature .....
Name:
.....
Power of attorney No.:
..... For:
..... [Insert Name of the non- banking financial institutions Company]
Seal and Full Address, including mailing address of the Head Office

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	
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. …….

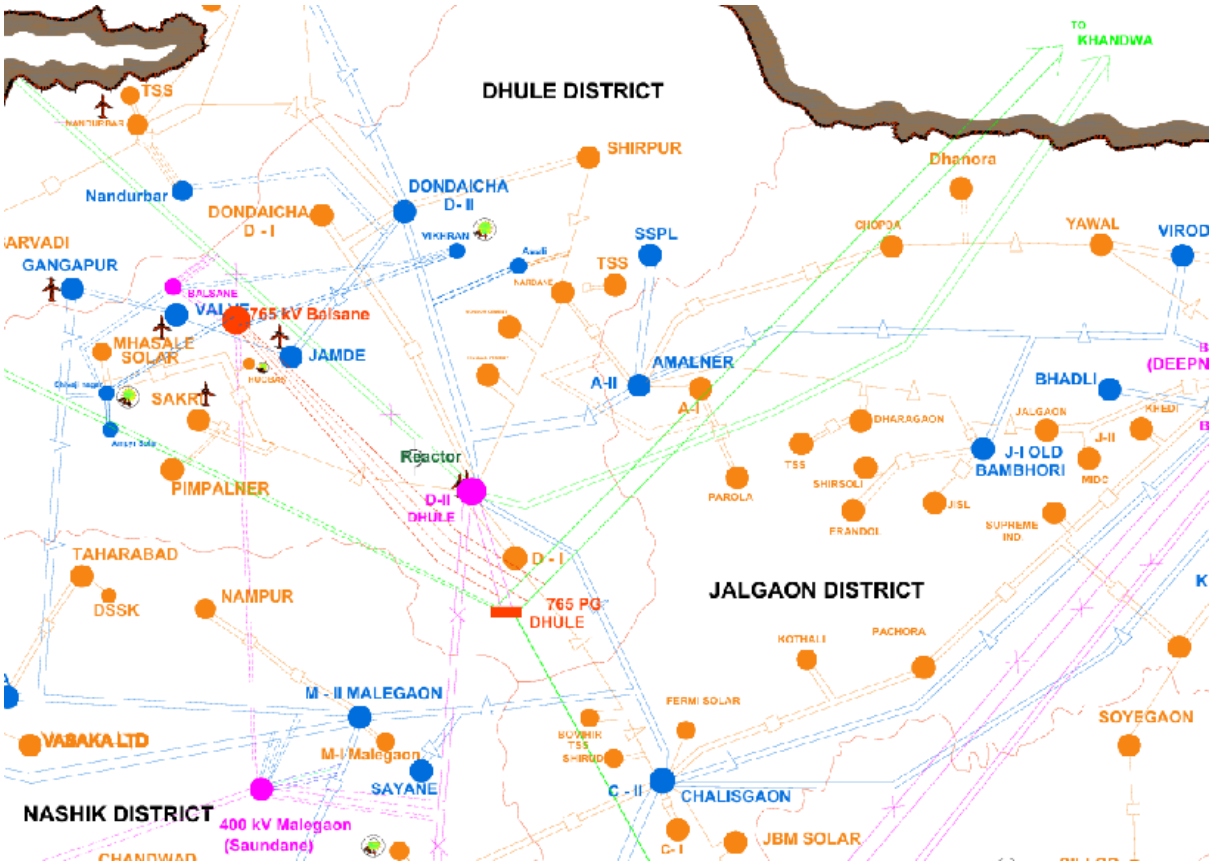
……..
(Signature of authorized signatory)

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 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 Project i.e. “Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)”, 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. 25.44 Crore 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) Name of the Officer Designation Name of the BPC with address Witness: 1._____ 2. _____	BIDDER Name of Whole time Director/Authorized Signatory Name of the Bidder with address Witness: 1._____ 2. _____

ANNEXURE C

Technical Specifications of Transmission System

A. SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

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

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

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

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

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

A.3.0 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.4.0 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.5.0 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.6.0 **For power line crossings, following should be followed:**

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 132kV and 220kV (or 230kV) 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 66kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of theprevailing site condition and line deviation requirement.

d) For crossing of railway track, national highways and state highways, the rules/Regulations of appropriate authorities shall be followed.

A.7.0 The relevant conductor configuration shall be as follows: -

(a) For all 765 kV lines under present scope

Type of conductor: ACSR / AAAC / AL59

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**
765 kV D/C (Hexa Bundle) Transmission Lines	**Zebra: Stranding** 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 mm^2, Aluminium area,	**Stranding details:** 61/3.19mm, 487.5 mm^2 Aluminium alloy area 28.71 mm diameter	**Stranding details:** 61/3.08mm, 454 mm^2 Aluminium alloy area 27.72 mm diameter	457 mm

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
	28.62 mm diameter Maximum DC Resistance at 20°C (Ω/km): 0.06868 Minimum UTS: 130.32 kN	Maximum DC Resistance at 20°C (Ω/km): 0.06815 Minimum UTS: 135.6 kN	Maximum DC Resistance at 20°C (Ω/km): 0.0653 Minimum UTS: 108 kN	

(b) For all 400 kV lines under present scope

Type of conductor: ACSR / AAAC / AL59

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing
400 kV D/C (Quad Bundle) transmission lines	**Moose: Stranding** 54/3.53mm-Al + 7/3.53 mm-Steel, 31.77 mm diameter	**Stranding details:** 61/3.55(61/3.66) mm 31.95 (32.94) mm diameter; 604 (640) mm^2	**Stranding details:** 61/3.31mm 29.79 mm diameter; 525 mm^2	457 mm

	528.5 mm^2, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 (0.0534) Minimum UTS: 159.80 (178.43) kN	Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	

(c) For all 200 kV lines under present scope

Transmission line	**ACSR Conductor specified**	**Equivalent AAAC conductor based on 53% conductivity of Al Alloy**	**Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy***	**Sub-conductor Spacing**
220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area	Stranding Details: 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	NA

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.8.0 The required phase to phase spacing and horizontal spacing for 765 kV and 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 765 kV and 400 kV voltage level under different insulator swing angles. However, the phase to

phase spacing for 765 kV line shall not be less than 15 m and for 400 kV line shall not be less than 8 m.

A.9.0 All Electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered:

I. **Minimum live metal clearances for 765 kV line:**

(i) Under stationary conditions

From tower body: For 765 kV D/C: 6.1 m

For 765 kV S/C: 5.6 m

(ii) Under swing conditions

Wind pressure Condition	**Minimum electrical clearance**
a) Swing angle (25º)	4.4 m
b) Swing angle (55º)	1.3 m

(iii) Minimum ground clearance for 765kV line: 18 m

(iv) Minimum mid span separation between earth-wire and conductor for 765 kV line: 9.0 m

II. Minimum live metal clearances for 400 kV line:

(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

(iii) Minimum ground clearance for 400kV line: 8.84 m

(iv) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0m

III. Minimum live metal clearances for 220 kV line:

(i) Under stationary conditions

From tower body: 2.13 m

(ii) Under swing conditions

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

(iii) Minimum ground clearance: 7.015 m

(iv) Minimum mid span separation between earth-wire and conductor: 8.5 m

A.10.0 Shielding angle shall not exceed 10 deg for 765 kV D/C and 20 deg for 400 kV D/C Line transmission line and shall not exceed 30 deg for 220 kV transmission lines.

A.10.01 Transposition is to be done for all transmission lines whose length is greater than 100 km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions. Transposition of the transmission line after construction of LILO shall be maintained by developer.

A.11.0 The Fault current for design of line shall be 50 kA for 1 sec for 765 kV, 63 kA for 1 sec for 400 kV and 50kA for 1sec for 220kV.

A.12.0 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 standard 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.13.0 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 kms distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.14.0 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.15.0 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.

A.16.0 Wherever, transmission lines are passing through cyclone prone areas i.e. areas upto 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 3km instead of conventional practice of 15 spans or 5km, 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.17.0 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 5mm 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 5mm 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 330kg/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 1.6kg/ m^2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat 20mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300mm 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 50mm coping portion as well as up to 350mm above CL portion.

A.18.0 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.19.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to STU/CTU and BPC by the TSP.

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

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

B. SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 765/400/220 kV Balsane Substation shall be conventional Air Insulated Switchgear (AIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

Location details of existing / proposed substations:

a. **765/400/220 kV AIS Balsane (Proposed)**: New substation which is to be implemented under proposed scheme. (Latitude-21°13'47.00"N ,Longitude-74°39'40.96"E)
b. **220 kV Shivajinagar(Existing):** Latitude -21°04'47"N, Longitude-74°20'48"E
c. **220 kV Vikhran (Existing):** Latitude 21°15'23"N, Longitude-74°36'26"E
d. **400 kV Malegaon (Proposed):** Latitude- 20º 26’52.78”N, Longitude-74º 22’7.73”E

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 & finalized in coordination with actual site.*

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	765/400/220 kV AIS Balsane		
		765 kV System	400 kV System	220 kV System
1.	System operating voltage	765 kV	400 kV	220 kV
2.	Maximum voltage of the system (rms)	800 kV	420 kV	245 kV
3.	Rated frequency	50 Hz	50 Hz	50 Hz
4.	No. of phase	3	3	3
5.	Rated Insulation levels			
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.)			

Sl. No.	Description of parameters	765/400/220 kV AIS Balsane		
		765 kV System	**400 kV System**	**220 kV System**
	- for Equipment other than Transformer and reactor - for Insulator String	2100 kVp 2100 kVp	1425 kVp 1550 kVp	1050 kVp 1050 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1425 kVp	1050 kVp	460 kVp
iii)	One minute power frequency dry withstand voltage (rms)	960 kV	650 kV	
6.	Corona extinction voltage	508 kV	320 kV	156 kV
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	2500 micro-volts at 508 kV rms	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	24800 mm (31 mm/kV)	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)
9.	Minimum creepage distance for switchyard equipment	24800 mm (31 mm/kV)	13020 mm (31 mm/kV)	6125 mm (25 mm/kV)
10.	Max. fault current	50 kA	63 kA	50 kA
11.	Duration o fault	1 sec	1 sec	1 sec

B.1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	**765 kV**	**400 kV**	**220 kV**
765/400/220 kV AIS Balsane	One and half breaker	One and Half breaker	Double Main and Transfer

Notes: -

i) *For one and half breaker switching scheme, any double circuit line consisting of two*

numbers of feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.

ii) Two transformers of same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same diameter.

iii) A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling 2 (two) numbers of feeders.

iv) Connection arrangement of Switchable Line reactors shall be such that it can be used as Line reactor as well as Bus reactor with suitable NGR bypass arrangement.

v) Space for 765 kV, 400 kV & 220 kV future line bays shall be kept considering provision of switchable line reactors.

vi) TSP shall plan distribution of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing thermal limit at any point of bus-bar.

vii) For AIS type substation, TSP shall keep space provisions for future elements such that interconnection arrangement to the corresponding future bays can be done with overhead AIS type connection without any cable/ GIS duct.

viii) **765/400/220 kV AIS balsane**

765 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT bay- Tie- Line bay	*2(two)*
Bus Reactor bay-Tie-Line bay	*1 (one)*
Future space for ICT bay- Tie- Line bay*	*1 (one)*
Future space-Tie- Future space for line **	*1 (one)*
Future space-Tie- Future space for line **	*1 (one)*

400 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT bay - Tie- Line bay	*6 (six)*
*Bus Reactor bay-Tie- Future space for line bay**	*1 (one)*
Future space for ICT- Tie- Future space for line bay**	*2 (two)*
Future space for line bay- Tie- Future space for line bay**	*1 (one)*
Future Space-Tie- Future space for line bay**	*1 (one)*

220 kV bay configurations (Double main and Transfer bus scheme) shall be as follows:

Configuration	*Number of Bays (Double Main and Transfer bus System)*
Main Bus-I	
a) ICT bay	*2 (two)*
b) line bay	*2 (two)*
*c) Space Provision for future line bay**	*3 (three)*
*d) Space Provision for future ICT bay**	*1 (one)*
Main Bus-II	
e) ICT Bay	*2 (two)*
f) line bay	*2 (two)*
*g) Space Provision for future line bay**	*3 (three)*

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**	**765/400/220 kV AIS Balsane**		
		765 kV	**400 kV**	**220 kV**
1.	Bus Bar	4000 A	4000 A	3000 A
2.	Line bay	3150 A	3150 A	1600 A
3.	ICT bay	3150 A	3150 A	1600 A
4.	Reactor bay	3150 A	3150 A	N/A
5.	Bus Sectionaliser bay	N/A	N/A	NA
6.	Bus Coupler Bay	N/A	N/A	3000 A
7.	Transfer Bus coupler bay	N/A	N/A	1600A

B.2.1 Power Transformers

B.2.1.1 (765/√3)/(400/√3) kV, Single Phase Autotransformer

500 MVA, (765/√3)/(400/√3) kV, 1-phase autotransformer (including arrangement for 3-phase bank formation of 1500 MVA) shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above voltage class)" as amended upto date available on CEA website.

Spare 1-phase Transformer unit shall be placed and connected in such a way that the spare unit can be utilized to replace any unit of any of the transformer banks (including for future transformer banks) without physically moving it.

B.2.1.2 Autotransformer

500 MVA, 400/220 kV 3-Phase Auto Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

B.2.2 Shunt Reactors

B.2.2.1 (765/√3) kV, Single Phase Shunt Reactor

80 MVAR, 765/√3 kV, 1-Phase Reactor (including arrangement for 3-phase bank formation of 240 MVAR) Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class)" as amended up to date available on CEA website.

400 kV, 3-Phase, Shunt Reactor

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

B.2.3 765 kV, 400 kV & 220 kV AIS Substation equipment (as applicable)

B.2.3.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 and shall be of SF6 Type. The circuit breakers shall be of class C2-M2 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40 ms for 765 (800) kV and 400 (420) kV circuit breakers and 60 ms for 220 kV circuit breakers. 765 (800) kV, 400 (420) kV and 220 kV Circuit breakers shall be provided with 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 765 kV lines shall be provided either with pre-insertion closing resistor of about 450 ohms maximum with 9 ms insertion time or with Controlled Switching Device. The Circuit breakers controlling 400 kV lines 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 same as the rated capacity and this is proposed to be achieved without use of opening resistors. The controlled switching device shall be provided in Circuit breakers of switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers of voltage class 400 kV and above.

B.2.3.2 Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general.765 Kv, 400 kV & 220 kV Isolator

design shall be double break or vertical break or knee-type. All Isolators and earth switches shall be motor operated. 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. 765 kV , 400 kV & 220 kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 765 kV, 400 kV shall have six (five for 400 kV) cores (four for protection and two for metering) and 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. Accuracy class for protection core shall be PX and for 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 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400 kV and less than 10 for CTs of 765 kV voltage class.

B.2.3.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive voltage transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements whereas the Capacitance of CVT for 765 kV shall be 8800 pF. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (AIS)

624 kV, 336 kV Station High (SH) duty gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/kV, 12 kJ/kV conforming to IEC 60099-4 in general shall be provided for 800 kV, 420 kV systems respectively. 336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type SurgeArresters with thermal energy (Wth) of minimum 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 220 kV systems respectively. 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. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief

devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

765 kV, 400 kV and 220 kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 765 kV, 400 kV and 220 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. 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 765 kV, 400 kV & 220 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 765 kV, 400 kV & 220 kV lines shall also be provided with two stages over 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 765 kV, 400 kV & 220 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

(400/220 kV ICTs shall have two differential protection relays. The second differential relay shall be provided on IV side C&R panel to avoid congestion on HV side C&R panel. The differential relay shall have different make and algorithm.)

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up Over-current and earth fault protection on High Voltage (HV) and Intermediate Voltage (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, 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) 765 kV and 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 765 KV, 400 kV & 220 kV buses. Duplicated bus bar protection is envisaged for 765 kV 400 kV & 220 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 765 kV, 400 kV & 220 kV 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 765 kV and 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.5 Substation Automation System

a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation system, where the controls shall be provided through Bay control units. The

Bay control unit is to be provided bay wise for voltage level 220 kV, 400 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the Relay Control Room.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in the Substation Automation System.
At new substations, the Substation Automation System (SAS) shall be suitable for 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 the operation and maintenance of substations as described below shall be provided at the new substation. In existing substation, these facilities have already been provided and will 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 765 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

For LT Supply at each new Substation, two (2) nos. of auxiliary Transformers (minimum 630 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of Transformer for drawing auxiliary supply at new substation.Such SEMs shall be provided by STU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by SLDC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 765/400/33 kV Transformer by local DISCOM for energy accounting.

ii) 2 sets of 220V 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.

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) 415V 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 No.
(f) 48 Volt DC distribution board – 2 No.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present andfuture bays. AC and DC distribution boards shall have equipped modules for all the feeders (including future as specified).

iv) At new Substation, one No. of DG set (minimum 250 kVA for substations with highest voltage rating as 400 kV and minimum 500 kVA for substations with highest voltage rating as 765 kV) shall be provided for emergency applications.

v) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).

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 amended from time to time.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of the firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.
At existing substations, the fire-fighting systems as available shall be 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.

The 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 the 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 the 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 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.3.7 Visual monitoring system (VMS) for watch and ward of substation premises:

Visual monitoring system for effective watch and ward of substation premises shall cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. In addition to the gates of the switchyard, the cameras shall also be located around the boundaries at suitable locations. The camera shall be high-definition color CCD camera with night vision feature. The VMS data partly/completely shall be recorded (minimum for 15 days) at least @25fps (or better) and stored on network video recorder. The system shall use video signals from various cameras installed at different locations, process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras. The VMS data should go only to the intended personnel/facility and not to the remote server of the Camera (VMS supplier).

Mouse/keyboard controllers shall be used for pan, tilt, zoom and other functions of the desired camera. The Visual Monitoring System shall have provision of WAN connectivity for remote monitoring.

All camera recordings shall have Camera ID and location/area of recording as well as date/time stamp. The equipment should generally conform to Electromagnetic compatibility requirement for outdoor equipment in EHV substation.

At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Hexa conductors for 765 kV and Quad for 400 kV) and Twin conductor for 220 kV 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. (if applicable)

e) In 765 kV and 400 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 the 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 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

C. SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION

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

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

The communication services viz. SCADA, AGC (wherever applicable), VoIP, AMR and PMU 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 SLDCs/RLDCs.

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 Maharashtra STU/CTU from time to time.

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall provide the following**:**

C.1.0 Establishment of 2x1500 MVA, 765/400/220 kV AIS Balsane with 240 MVAR bus Reactor at 765 kV level

i) TSP shall supply, install and commission one or more No. FODP (120 F or higher) along with panel and approach Cable (48F each), with all associated hardware fittings from

gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.

ii) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment along with panel/s supporting minimum Eleven (11) directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among 765/400/220 kV AIS Balsane 220 kV line bay. The suitable DC Power Supply and backup to be provided for communication equipment.

iii) FODP and FOTE equipment with panels shall be provided in Control Room of 765/400/220 kV AIS Balsane . FOTE and FODP Equipment can be accommodated in same panel to optimize space.

iv) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.

v) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.

vi) The maintenance of all the communication equipment including FOTE, FODP, PMU, approach cable, DCPS along with Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane

LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane, TSP shall supply, install and commission OPGW and earth wire as per Tower Configurations:

i) For Multi Circuit Tower Configuration: Two (2) No. OPGW cable containing 48 Fibers (48F) to be installed and commissioned by the TSP on both the Earth wire peaks

ii) For Double Circuit Tower configuration (for both Loop In and Loop Out portion): One (1) No. OPGW cable containing 48 Fibers (48F) on one earth wire peak and conventional earth wire on other E/W peak for both Loop In and Loop out Lines.

The TSP shall install OPGW cables from gantry of 765/400 kV AIS Balsane up to the LILO tower with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at 765/400 kV AIS Balsane . The transmission line length for LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane is 40 kms (approx.). If fiber length for links is above 225 kms then repeater shall be envisaged, otherwise line can be managed as a repeater less link.

TSP shall finalize the location of repeater station depending upon the actual site conditions. Further TSP shall comply to the requirements mentioned as per **Appendix-F.1**

Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.3.0 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)

i) On 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (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 400 kV malegaon (Proposed) up to the gantry of 765 kV AIS Balsane 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. The transmission line length is 150 km (approx.), where repeater may not be required to meet the link budget requirement of 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.4.0 LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane

LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane, TSP shall supply, install and commission OPGW and earth wire as per Tower Configurations:

i) For Multi Circuit Tower Configuration: Two (2) No. OPGW cable containing 48 Fibers (48F) to be installed and commissioned by the TSP on both the Earth wire peaks

ii) For Double Circuit Tower configuration (for both Loop In and Loop Out portion): One (1) No. OPGW cable containing 48 Fibers (48F) on one earth wire peak and conventional earth wire on other E/W peak for both Loop In and Loop out Lines.

The TSP shall install OPGW cables from gantry of 765/400/220 kV AIS Balsane up to the LILO tower with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at 765/400/220 kV AIS Balsane . The transmission line length for LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane line is 20 kms (approx**.).** If fiber length for links is above 225 kms then repeater shall be envisaged, otherwise line can be managed as a repeater less link.

TSP shall finalize the location of repeater station depending upon the actual site conditions. Further TSP shall comply to the requirements mentioned as per **Appendix-F.1**

Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP

C.5.0 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP)

i) On 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (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 220 kV Vikharan (Existing) up to the gantry of 765 kV AIS Balsane 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. The transmission line length is 12 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.6.0 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)

i) On 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (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 220 kV Shivajinagar (Existing) up to the gantry of 765 kV AIS Balsane 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. The transmission line length is 28 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.7.0 FOTE requirement for 765/400/220 kV Line bays at all remote end substations

i) TSP shall supply, install and commission 1 No. FODP (72F or higher) along with panel and required Approach Cable (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

ii) TSP shall supply, install and commission One STM-16 (FOTE) equipment along with panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between all remote end transmission lines to 765/400/220 kV Balsane. The suitable DC Power Supply and backup to be provided for communication equipment.

iii) FOTE/FODP panel shall be installed in the new Bay Kiosk/ Switchyard Panel Room (SPR). The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of all remote end substations which shall be communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.

In case spare optical direction is not available in the existing FOTE at the control room, the TSP shall coordinate with station owner to reconfigure the directions in existing FOTE at control room. Alternatively, The TSP may integrate the FOTE under the present scope with existing FOTE in the nearby Kiosk connected to the control room FOTE (if available with spare direction). For this purpose, TSP shall provide necessary FODP sub rack / Splice trays/ Patch cords etc. and suitable optical interfaces/ equipment in the existing FOTE/FODP panels in another Kiosk (SPRFOTE and FODP can be accommodated in same panel to optimize space.

iv) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment

shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.

The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMU, DCPS along with Battery Bank shall be the responsibility of TSP.

Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2 Nos. Next Generation Firewalls (NGFW); one No. Main and one No. Standby mode having electrical ethernet interfaces/ports and placed between FOTE and SAS gateway/s at the substation. All ethernet based applications shall be terminated in the firewall ports directly (e.g. PMU, AMR, VOIP, SAS/SCADA 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).

Minimum 16 Nos. of ports/interfaces in each firewall (i.e. Main and Standby). TSP can use 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)

NGFW shall have following features including but not limited to:

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

11. Firewall shall have features and be compatible with local as well as central authentication system (RADIUS, LDAP, or TACACS+) for user account and access right management. It shall also have Role Based User management feature.
12. Firewall shall have the capability to configure sufficient number of VLANs.
13. Firewall shall have the capability to support sufficient number of sessions.
14. Firewall shall have provision to configure multiple IP Sec VPNs, at least 100 Nos., (one-to-many or many-to-one). Shall support redundant operation with a similar router after creation of all the IP Sec VPN. IPSec VPN shall support encryption protocols as AES128, AES256 and hashing algorithms as MD5 and SHA1. IPSec VPN throughput shall support at least 300 Mbps
15. Firewall shall be capable of SNMP v3 for monitoring from Network Management system. It shall also have SNMPv3 encrypted authentication and access security
16. Firewall shall support in Active/Passive or Active-Active mode with High Availability features like load balancing, failover for firewall and IPsec VPN without losing the session connectivity.
17. Firewall should have integrated traffic shaping (bandwidth, allocation, prioritisation, etc.) functionality
18. Shall support simultaneous operation with both IPv4 and IPv6 traffic
19. Firewall shall be compatible with SNTP/NTP or any other standards for clock synchronization
20. Firewall shall have the features of port as well as MAC based security
21. Firewall shall support exporting of logs to a centralized log management system (e.g. syslog) for security event and information management.
22. Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.
23. Firewall product shall be provided with all applicable updates at least until 36 months since the applicable date of product shipping to the concerned utility.

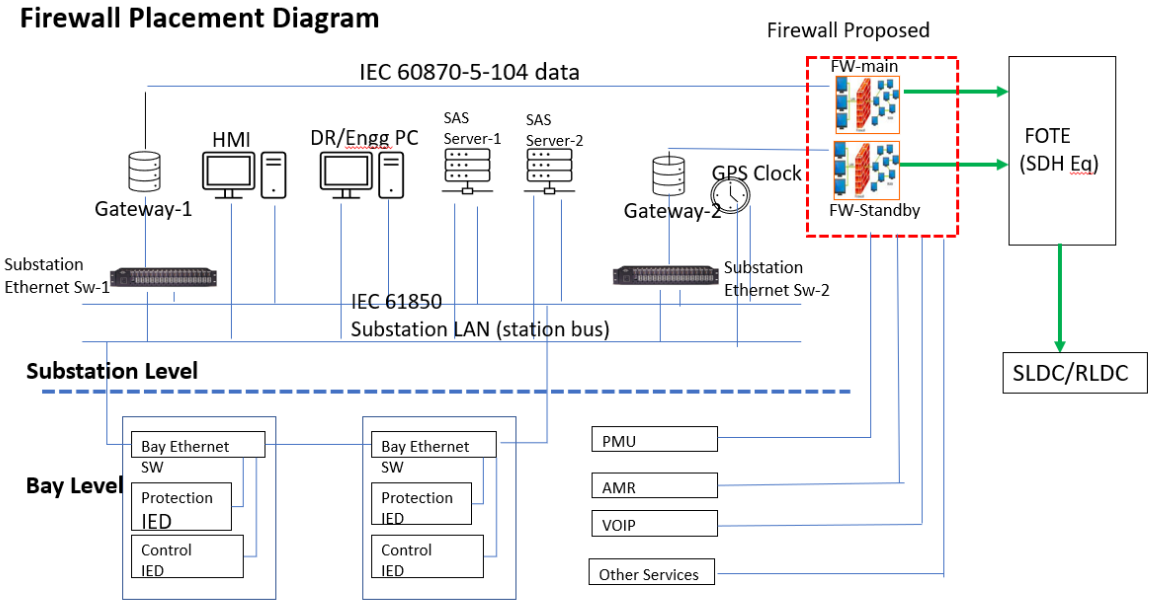

Firewall Placement Diagram
Firewall Proposed
IEC 60870-5-104 data
FW-main
FW-Standby
FOTE
(SDH Eq)
HMI
DR/Engg PC
SAS
Server-1
SAS
Server-2
GPS Clock
Gateway-1
Gateway-2
Substation
Ethernet Sw-1
Substation
Ethernet Sw-2
IEC 61850
Substation LAN (station bus)
SLDC/RLDC
Substation Level
Bay Level
Bay Ethernet
SW
Protection
IED
Control
IED
Bay Ethernet
SW
Protection
IED
Control
IED
PMU
AMR
VOIP
Other Services

Figure F.2

Annexure F.3

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

i) Coupling device, Coupling Filters, 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 lines 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 765 kV and 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 caseof 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 (consisting of one set of analog PLCC channel along with circuit protection coupler and one setof Digital protection coupler for both ends) shall be provided by TSP. CVT and Wave trap for all the line bays under present scope shall be provided by TSP.

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

viii) 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
3	All 765/400/220 kV transmission lines terminating at 765/400/220 kV Balsane	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.

ix) Further, CVT and Wave trap for all 765 kV and 400 kV line bays under present scope shall be provided by TSP.

x) TSP shall provide all PLCC equipment due to LILO of transmission lines (wherever applicable).

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

xii) Two (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 required.

Additional Clarifications dated 25.02.2026 on the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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.	Clarification dated 16.02.2026 & Annexure-A	220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos. 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos. Sl. No. 3, 5& 6 General Scope of work	Clarification dated 16.02.2026 sl. No. 121, BPC state that the available documents enclosed as annexure-A. However, SLD & Layout are missing in Annexure-A. BPC to share the existing SLD & Layout with marking on present scope of work for better clarity.			The clarification provided earlier are self-explanatory and shall prevail. The available information was already provided.
2.	Survey Report	Section 5	As per the BPC survey report, a 400 kV D/c Transmission line is proposed from the 765 kV AIS Balsane to 400 kV Malegaon substation. The coordinates of 400 kV Malegaon substation (proposed) has been indicated in the BPC survey report. Kindly confirm the type of the proposed 400kV Malegaon substation (Generation Pooling / Load Serving / Intermediate) to determine the possible radius, which is required for Transmission Line survey.		It will help bidder to quote as pre radius of the proposed 400kV Malegaon substation	The proposed 400 kV Malegaon Substation is Intermediate type i.e. the same shall be within 10 km radius of tentative location.

Financial 25/02/2026

(ROHIT ARORA)

Additional Clarifications dated 20.03.2026 on the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

<table>
<tr><th>Sl. No.</th><th>Name of the Document</th><th>Clause No. and Existing provision</th><th>Clarification Required</th><th>Suggested text for the amendment</th><th>Rationale for the Clarification or Amendment</th><th>RECPDCL Reply</th></tr>
<tr>
<td>1.</td>
<td>Clarification dated 16.02.2026 & Annexure-A

And

Clause no.2 of RFP regarding</td>
<td>
<table>
<tr><th>Sl. No.</th><th>Description</th><th>Parameters</th><th>Details</th></tr>
<tr><td>1.</td><td>Name of Substation</td><td>…… ……..</td><td>220 KV Shivajinagar SS</td></tr>
<tr><td>8.</td><td>Bays allotted for present scope</td><td>Bay No. …… for Line feeder …..

(Please indicate bay nos. and name for various feeders)</td><td>AIS= Space is available for 01 bay & Adjustent 01 no. of spare bay available at 220 KV Shivajinagar SS</td></tr>
</table>
</td>
<td>Bidder understands that as per details provided for "Bays allotted for present scope" under Annexure-A, 1 no. of new bay is to be constructed under present scope.

Further, '01 no. of spare bay available at 220 KV Shivajinagar SS' is complete with all bay equipment and same shall be utilized for termination of second circuit of 220kV Balsane-Shivajinagar transmission line under present scope.

We also understand that the equipment of subject spare bay are suitable for required current rating and are currently in healthy state.

Kindly confirm and issue suitable amendment for scope of 220 kV line</td>
<td></td>
<td>Bidder needs information for proper estimation</td>
<td>TSP shall procure bay equipments & construct the 02 No. of 220 kV line end bays at Shivajinagar (Existing) S/s as per Scope of project mentioned in RfP.

The equipments of existing 01 no. of spare bay available at 220 kV Shivajinagar will be utilized by existing substation utility/owner for some other project.

The land for construction of End Bays at 220kV Shivajinagar S/s will be provided on 'as-is where-is basis' by existing utility. TSP shall take necessary efforts to construct the bays in consultation with the existing utility.

Further, Bidders shall visit the site and get</td>
</tr>
</table>

Additional Clarifications dated 20.03.2026 on the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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<tr><td></td><td>"Scope of the Transmission Scheme"</td><td>220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)

• 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos</td><td>end bays at 220 kV Shivajinagar (Existing) as one (1) No. only.</td><td></td><td></td><td>acquainted themselves with the information. Please refer RFP clause 2.5.7.</td></tr>
<tr><td>2.</td><td>Clarification dated 16.02.2026 & Annexure-A</td><td><table><tr><th>Sl. No.</th><th>Description</th><th>Parameters</th><th>Details</th></tr><tr><td>1.</td><td>Name of Substation</td><td>…… ……..</td><td>220 KV Shivajinagar SS</td></tr><tr><td>8.</td><td>Bays allotted for present scope</td><td>Bay No. …… for Line feeder …..</td><td>AIS= Space is available for 01 bay &Adjustent 01 no. of</td></tr></table></td><td>Please provide GA and SLD drawings of 220kV Shivajinagar substation for identification of 1 no. of spare bay proposed to be utilized for bays under present scope.</td><td></td><td>Bidder needs information for proper estimation</td><td>The SLD of 220kV Shivajinagar S/s is provided as Annexure I.

Further, Bidders shall visit the site and get acquainted themselves with the information. Please refer RFP clause 2.5.7.</td></tr>
</table>

Additional Clarifications dated 20.03.2026 on the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

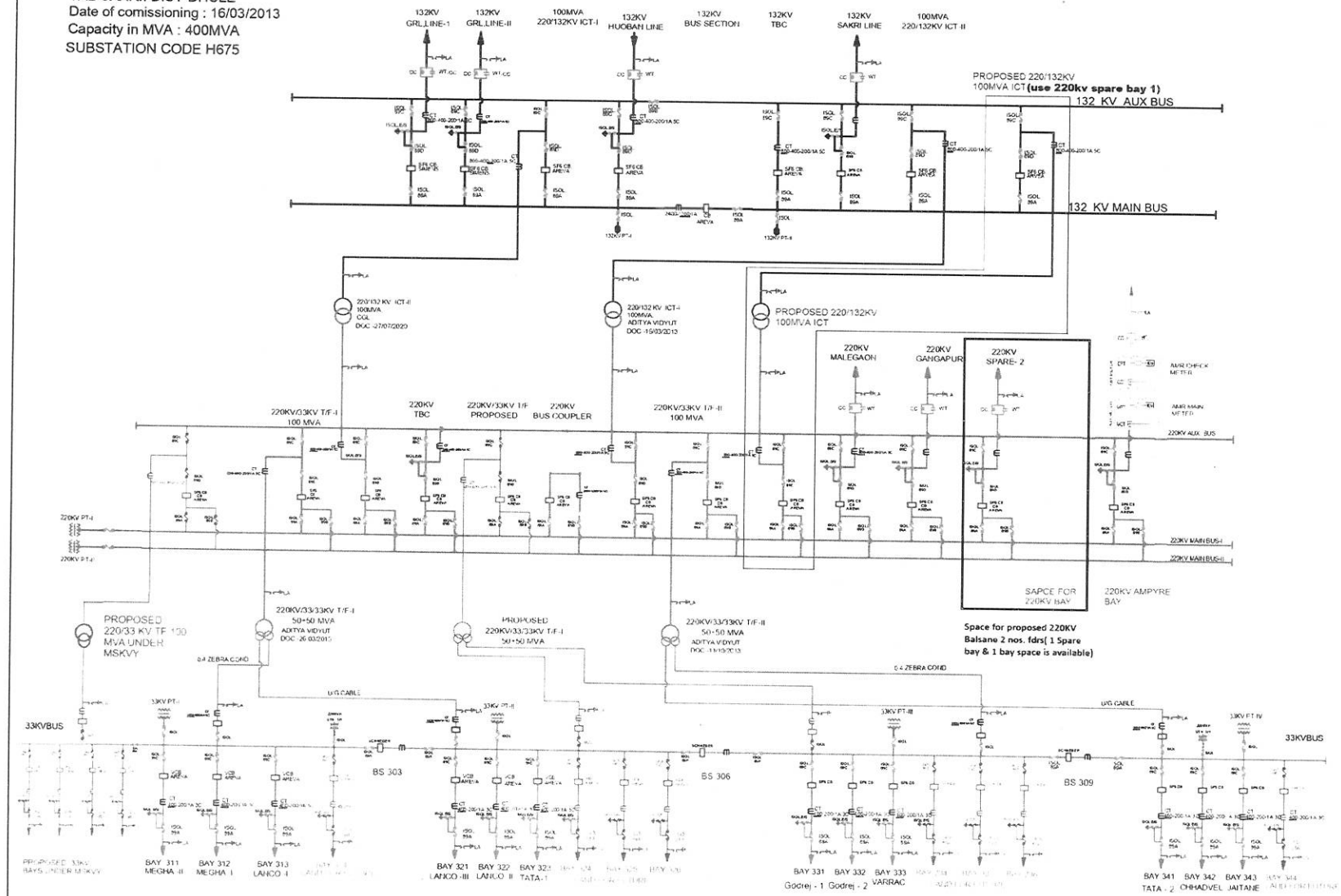
Sl. No.	Name of the Document	Clause No. and Existing provision				Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
				(Please indicate bay nos. and name for various feeders)	spare bay available at 220 KV Shivajinagar SS				

Amended

Annexure-I

220/132/33KV.SHIVAJINAGAR S/S

TAL-SAKRI. DIST-DHULE
Date of comissioning : 16/03/2013
Capacity in MVA : 400MVA
SUBSTATION CODE H675



ABBREVIATION

Sr.	Symb.	Equipment	Sr.		Equipment	Sr.	Symb.	Equipment		Equipment
1		LIGHT ARRESTER	4		CIRCUIT BRAKER	7		POTENTIAL T/F	10	132 KV FEEDER
2		WAVE TRAP	5		CURRENT T/F	8		STATION T/F	11	33 KV FEEDER
3		ISOLATER	6		POWER T/F	9		PROPOSED	12	11 KV FEEDER
								220KV	13	PROPOSED FUTURE

UPDATED DRAWING AS ON DATE. 28/11/2022

SINGLE LINE DIAGRAM OF 220/132/33KV.SHIVAJINAGAR S/S					
Scale: N.T.S	Checked by: S/S Incharge	APPROVED BY: EE/EHV	Updated as on:	DRAWING NO:	MAHA TRANSCO Maharashtra State Electricity Transmission Co. Ltd.

Amendment-I dated 22.12.2025 to the RFP Documents for selection of bidder as Transmission Service Provider for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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

Amendment-II dated 09.02.2026 to the RFP Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission project namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" to be implemented through tariff based competitive bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1</td><td>2.7.1 of RFP</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1200 hours (IST) on 09.02.2026. 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 1200 hours (IST) on 23.02.2026. 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>09.02.2026</td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td>09.02.2026</td><td>Opening of Technical Bid</td></tr><tr><td>17.02.2026</td><td>Short listing and announcement of Qualified Bidders on bidding portal</td></tr><tr><td>18.02.2026</td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td>19.02.2026</td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td>24.02.2026</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>27.02.2026</td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td>09.03.2026</td><td>Signing of RFP Project Documents and transfer of Balsane Power Transmission Limited</td></tr></table></td><td>Important timelines are mentioned below:
<table><tr><th>Date</th><th>Event</th></tr><tr><td>23.02.2026</td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td>23.02.2026</td><td>Opening of Technical Bid</td></tr><tr><td>03.03.2026</td><td>Short listing and announcement of Qualified Bidders on bidding portal</td></tr><tr><td>05.03.2026</td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td>06.03.2026</td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td>11.03.2026</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>16.03.2026</td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td>27.03.2026</td><td>Signing of RFP Project Documents and transfer of Balsane 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): 1230 hours (IST) on 09.02.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1230 hours (IST) on 18.02.2026 in the office of Maharashtra STU.</td><td>.....
Opening of Envelope (Technical Bid): 1230 hours (IST) on 23.02.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1230 hours (IST) on 05.03.2026 in the office of Maharashtra STU.</td></tr>
</table>

Amendment-III dated 23.02.2026 to the RFP Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission project namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" to be implemented through tariff based competitive bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1</td><td>2.7.1 of RFP</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1200 hours (IST) on 23.02.2026. 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 1200 hours (IST) on 05.03.2026. 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>23.02.2026</td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td>23.02.2026</td><td>Opening of Technical Bid</td></tr><tr><td>03.03.2026</td><td>Short listing and announcement of Qualified Bidders on bidding portal</td></tr><tr><td>05.03.2026</td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td>06.03.2026</td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td>11.03.2026</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>16.03.2026</td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td>27.03.2026</td><td>Signing of RFP Project Documents and transfer of Balsane Power Transmission Limited</td></tr></table></td><td>Important timelines are mentioned below:
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<tr><td>3</td><td>2.13.1 of RFP</td><td>.....
Opening of Envelope (Technical Bid): 1230 hours (IST) on 23.02.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1230 hours (IST) on 05.03.2026 in the office of Maharashtra STU.</td><td>.....
Opening of Envelope (Technical Bid): 1230 hours (IST) on 05.03.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1230 hours (IST) on 16.03.2026 in the office of Maharashtra STU.</td></tr>
</table>

Anandar 28/02/2026

23/2/2026
(ROHIT ARORA)

Amendment-IV dated 03.03.2026 to the RFP Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission project namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" to be implemented through tariff based competitive bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1</td><td>2.7.1 of RFP</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1200 hours (IST) on 05.03.2026. 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 1200 hours (IST) on 12.03.2026. 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>05.03.2026</td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td>05.03.2026</td><td>Opening of Technical Bid</td></tr><tr><td>13.03.2026</td><td>Short listing and announcement of Qualified Bidders on bidding portal</td></tr><tr><td>16.03.2026</td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td>17.03.2026</td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td>20.03.2026</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>25.03.2026</td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td>06.04.2026</td><td>Signing of RFP Project Documents and transfer of Balsane Power Transmission Limited</td></tr></table></td><td>Important timelines are mentioned below:
<table><tr><th>Date</th><th>Event</th></tr><tr><td>12.03.2026</td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td>12.03.2026</td><td>Opening of Technical Bid</td></tr><tr><td>20.03.2026</td><td>Short listing and announcement of Qualified Bidders on bidding portal</td></tr><tr><td>23.03.2026</td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td>24.03.2026</td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td>30.03.2026</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>01.04.2026</td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td>13.04.2026</td><td>Signing of RFP Project Documents and transfer of Balsane 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): 1230 hours (IST) on 05.03.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1230 hours (IST) on 16.03.2026 in the office of Maharashtra STU.</td><td>.....
Opening of Envelope (Technical Bid): 1230 hours (IST) on 12.03.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1230 hours (IST) on 23.03.2026 in the office of Maharashtra STU.</td></tr>
</table>

Additional Clarifications dated 12.03.2026 on the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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.	Clarification dated 16th Feb 2026	Sr no 127 &139, 148, 150 No charge is envisaged for Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) substation. However, In case of land constraints, it is up to the discretion of the TSP whether to opt for GIS bays or to Procure suitable land adjacent to the substations	As per BPC response it is mentioned that for "400 kV substation at Malegaon (Proposed), 220 kV substation at Shivajinagar (Existing) and 220 kV substation at Vikharan (Existing), in case of land constraints, it is up to the discretion of the TSP whether to opt for GIS bays or to Procure suitable land adjacent to the substations. Please note that above mentioned does not provide clarity on space availability and type of bays (AIS or GIS) for present scope of work at this existing and proposed substation. We request following: i. In view of the above BPC is requested to kindly explicitly confirm the **availability or non-availability of space** at each of the above substations. ii. It is also requested to explicitly confirm whether AIS or GIS to opt for any bay-extension. If, GIS has to consider, please share the Technical Specification for the same.		Bidder needs the information for proper estimation	i & ii. The required details are mentioned in Annexure-A of earlier reply. iii & iv. Bidders shall visit the site and get acquainted themselves with the information. Please refer RFP clause 2.5.7 v. Bidders understanding is correct. Regarding data communication to SLDC, bidders understanding is correct.

Additional Clarifications dated 12.03.2026 on the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
			iii. BPC is requested to provide clear demarcated bay location on overall lay-out of the respective sub-station. This is required to assess the feasibility of O/H Transmission Line termination and overall estimation. iv. BPC is requested to confirm that in case no adequate space for overhead line termination is available at existing and proposed substations then bidder need to opt HT Power Cable. Please confirm. If yes, please share the HT Power Cable & Termination kit's technical specification. v. We understand that in case of HT Power Cable, due to technological constraints, we don't have to provide PLCC for those respective lines. Please confirm. As understood from clarification, in existing S/Stns. Bidder's scope has been limited to integrate their Bays in existing SCADA and data will be reported to			

Additional Clarifications dated 12.03.2026 on the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
			respective SLDC through existing route only. Please confirm			
2.	**Clarification dated 16th Feb 2026**	Sr no 127 &139, 148, 150 No charge is envisaged for Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) substation. However, In case of land constraints, it is up to the discretion of the TSP whether to opt for GIS bays or to Procure suitable land adjacent to the substations	BPC is requested to confirm the following: i. We understand that proposed Malegaon S/Stn.is under bidding stage and no in-puts are available. However, for proper estimation we are considering that the concern TSP of Malegaon S/Stn. will provide the levelled land for bay construction and all common facilities will be made available like Road, Drain, Main Bus, Tie Bays, Earth mat, adjacent Tower is compatible for further extension, Cable Trench, feeder at ACDB and DCDB (220V & 48V), space for installation of CRP / PLCC / FOTE panels, etc. and for data communication Bidder's scope has been limited to integrate their Bays in existing SCADA and data will be reported to		Bidder needs the information for proper estimation	i. Space at existing / Proposeed substations shall be provided to TSP on an 'as-is, where-is' basis. As the 400kV Malegaon is Proposed S/Stn, other details cannot be provided at this point of time. And same shall be obtained from the TSP of the respective project at execution stage. ii. The Revised Element wise SCOD for 400 kV Tr. Line from Balsane to 400 kV Malegaon (Prop.) is 30 Months from effective date. With split tariff of 27% with pre-requisite of completion of rest of all scope at 765 kV Balsane and allied tr. Lines mentioned in RFP. Please Refer draft Amendment in this regard.

Additional Clarifications dated 12.03.2026 on the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
			respective SLDC through existing route only. Please confirm. ii. Further as there is no clarity of Drawings of Malegaon Sub-Station and the completion of the same sub-station, we are requesting to provide the completion schedule of main sub-station. Also, please split the Tariff and SCOD in two parts one for Bay-Extension at Malegaon Sub-Station along with associated Lines and another for rest of the elements. Also, please let us know how bidder will be compensated for cost & schedule overrun in case of delay in completion timelines of proposed Malegaon S/Stn., as the same is pre-requisite for completion of Bay-extension under this bid.			

Amendment-VI dated 27.03.2026 to the RFP Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission project namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" to be implemented through tariff based competitive bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1</td><td>2.7.1 of RFP</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1200 hours (IST) on 27.03.2026. 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 1400 hours (IST) on 07.04.2026. 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>27.03.2026</td><td>Submission of Bid (Online submission of Bid through electronic bidding portal)</td></tr><tr><td>27.03.2026</td><td>Opening of Technical Bid</td></tr><tr><td>06.04.2026</td><td>Short listing and announcement of Qualified Bidders on bidding portal</td></tr><tr><td>07.04.2026</td><td>Opening of Financial Bid - Initial Offer</td></tr><tr><td>08.04.2026</td><td>Electronic reverse auction (Financial Bid – Final Offer) for the Qualified Bidders.</td></tr><tr><td>13.04.2026</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>16.04.2026</td><td>Selection of Successful Bidder and issue of LOI</td></tr><tr><td>27.04.2026</td><td>Signing of RFP Project Documents and transfer of Balsane Power Transmission Limited</td></tr></table></td><td>Important timelines are mentioned below:
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<tr><td>3</td><td>2.13.1 of RFP</td><td>.....
Opening of Envelope (Technical Bid): 1230 hours (IST) on 27.03.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1230 hours (IST) on 07.04.2026 in the office of Maharashtra STU.</td><td>.....
Opening of Envelope (Technical Bid): 1430 hours (IST) on 07.04.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on 16.04.2026 in the office of Maharashtra STU.</td></tr>
</table>

Amendment-VII dated 07.04.2026 to the RFP Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission project namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" to be implemented through tariff based competitive bidding process.

<table>
<tr><th>Sl. No.</th><th>Clause No.</th><th>Existing Clause</th><th>New/Revised Clause</th></tr>
<tr><td>1</td><td>2.7.1 of RFP</td><td>The Bidders should submit the Bids online through the electronic bidding platform before the Bid Deadline i.e., on or before 1400 hours (IST) on 07.04.2026. 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 1400 hours (IST) on 20.04.2026. 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:
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Opening of Envelope (Technical Bid): 1430 hours (IST) on 07.04.2026
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Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on 16.04.2026 in the office of Maharashtra STU.</td><td>.....
Opening of Envelope (Technical Bid): 1430 hours (IST) on 20.04.2026
.....
Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on 29.04.2026 in the office of Maharashtra STU.</td></tr>
</table>

Amendment-VIII dated 20.04.2026 to the RFP Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission project namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" to be implemented through tariff based competitive bidding process.

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Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on 29.04.2026 in the office of Maharashtra STU.</td><td>.....
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Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on 14.05.2026 in the office of Maharashtra STU.</td></tr>
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Amendment-IX dated 05.05.2026 to the RFP Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission project namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" to be implemented through tariff based competitive bidding process.

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Opening of Envelope (Technical Bid): 1430 hours (IST) on <u>05.05.2026</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on <u>14.05.2026</u> in the office of Maharashtra STU.</td><td>…….

Opening of Envelope (Technical Bid): 1430 hours (IST) on <u>20.05.2026</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on <u>01.06.2026</u> in the office of Maharashtra STU.</td></tr>
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Amendment-X dated 19.05.2026 to the RFP Documents for selection of Bidder as Transmission Service Provider to establish Intra-State Transmission project namely "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" to be implemented through tariff based competitive bidding process.

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Opening of Envelope (Technical Bid): 1430 hours (IST) on <u>20.05.2026</u>
……..

Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on <u>01.06.2026</u> in the office of Chief Engineer (Maharashtra STU).</td><td>…….

Opening of Envelope (Technical Bid): 1430 hours (IST) on <u>03.06.2026</u>
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Opening of Initial Offer: Initial Offer shall be opened by the Bid Opening Committee in presence of the Bid Evaluation Committee at 1430 hours (IST) on <u>15.06.2026</u> in the office of Chief Engineer (Maharashtra STU).</td></tr>
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Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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	**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.
2.	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.
3.	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	Please provide copy of all bsuch document available with you from the State Government and/or Ministry of Power and/or kindly facilitate for State Support Agreement.			Pursuant to the selection of the TSP, the support will be provided on case-to-case basis, within applicable laws and regulatory framework.
4.	RFP	Clause 1.10 The Ministry of Power and the appropriate state government(s) shall provide their support to the TSP, on	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

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		best endeavor basis, in enabling the TSP to develop the Project.				applicable laws and regulatory framework.
5.	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 c) 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	BPC will appreciate that the completion of said activities by the Selected Bidder within ten (10) days after issuance of LoI is very stringent. Also, execution of SPV / signing of share purchase agreement is not within the control of TSP as it is dependent on certain regulatory approvals as well. We therefore request to consider at least 30 days' time for completion of these activities as well as provide a carve out for consequences if the delay is not on account of TSP.			Referred clause of the RFP documents issued dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		related assets and liabilities;				
6.	RFP	Clause 2.15.2 Stamp duties payable on purchase of one hundred percent (100%) of the equity shareholding of [Insert the name of the SPV], along with all its related assets and liabilities, shall also be borne by the Selected Bidder.	We request you to provide Applicable Stamp Duty Charges and Amount of Stamp Paper for the following agreements: i. Transmission Service Agreement ii. Share Purchase Agreement iii. Power of Attorney iv. Share Transfer Form It will be helpful if you can specify the name of 1st party and 2nd party for purchase of stamp papers.			Please refer Clause 2.5.7 of the RFP Document. Name of the 1st party and 2nd party would be as per respective document/ agreement.
7.	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	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	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
				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.	suggested text in RFP and TSA	
8.	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 PFC Consulting 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	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.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		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.				
9.	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.			Bidder's understanding is correct
10.	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.
11.	RFP	General	1) We request you to kindly accept the Board resolutions		The board meeting of	1) The RFP documents issued

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
			passed by Management Committees formed by the Board of Directors of Bidding Company and TEE / affiliate respectively and duly authorized by the Board of Directors for participation in various tenders issued by Govt. authorities in response to the RFP submission. 2) 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.		Bidding Company / TEE may not be scheduled till RFP submission. Thus, we request you to kindly consider the board resolution passed by the management committee formed by the board of directors' w.r.t. Authorization from Bidding Company and TEE.	dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. 2) The RFP/ TSA Documents are as per the Standard Bidding Documents (SBDs) and subsequent amendments issued by the Ministry of Power, GoI; however, wherever required, the provisions have been amended/ modified to align the same to meet the Intra State Rules and Regulations stipulated by the Government of Maharashtra and applicable to the Project.
12.	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			The declaration and details with respect to Clause 2.1.9 of RFP documents is to be

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
			Bidding company only if such an Affiliate / Parent company is being used for meeting financial / technical qualification requirements.			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.
13.	TSA	**Clause 1.6.1.5** The TSP shall seek approval under Section 164 of Electricity Act, from CEA after acquisition of [Insert the name of the SPV], The approval shall be granted by CEA generally within 30 days but in no case later than 45 days from the date of receipt of application (complete in all aspects).	It is requested you to kindly clarify whether process of obtaining authorization U/s 164 of Electricity Act, 2003 would be initiated by BPC.	It is suggested that BPC may initiate the process for obtaining approval U/s 164 based on the survey undertaken by BPC.	It may be appreciated that obtaining approval U/s 164 takes considerable time. In the interest of timely completion of project, it is suggested that BPC may initiate the process U/s 164.	Referred clause of the RFP documents issued dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. However, BPC will complete its responsibilities as listed in the RFP documents.
14.	TSA	**Article 3.3.1**	In view of the rationale provided here, it is requested to amend the provision regarding refund of		Additional CPG shall be recovered for the non-	This is as per SBD and amendments thereof, issued by the Ministry of Power and hence,

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		If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Long Term Transmission System Users additional Contract Performance Guarantee of Rupees Six Crore Thirty Six Lakh (Rs. 6.36 Crore Only) within two (2) Business Days of expiry of every Month. Such additional Contract Performance Guarantee shall be provided to Long Term Transmission System Users in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Long Term Transmission System Users shall be entitled to	additional CPG on fulfillment of Conditions Subsequent.		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.	no change is envisaged.

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		hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.				
15.	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 SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
16.	TSA	**Article 5.1.2** The TSP acknowledges and agrees that it shall not be relieved from any of its	TSP cannot be burdened with impact of unsuitability of the site or transmission line route due to reasons beyond control. Therefore,		There may be number of reasons for unsuitability of the site or	This is as per SBD and amendments thereof, issued by the Ministry of Power and

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		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).	suitable revision may be carried out in clause 5.1.2.		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.	hence, no change is envisaged. Futher bidders are requested to refer clause 2.5.7 of the RFP and Clause 1.6
17.	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	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 SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		other documents related to construction.				
18.	TSA	**Article. 6.4.1** Liquidated Damages for Delay in achieving COD of Project by TSP.	If the TSP fails to achieve COD for any Element of the Project or for the Project by SCOD, then the TSP is required to pay liquidated damages. It is noted that, Clause 6.4.1 of the TSA does not exclude delays caused due to a Force Majeure or Nodal Agency's default. This may well be a drafting oversight and may be clarified. The TSP should also not be liable to pay liquidated damages in the event the delay is not attributable to the TSP. Accordingly, it may be clarified that no damages will be payable in the event the delay is on account of Force Majeure or Nodal Agency's default.			Provisions of RFP documents are amply clear and this is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
19.	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		Underlined text may be added under Article 11.3 : A 'Force Majeure' means any event or circumstance or combination of	TSA	This is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		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:		events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party or **makes performance of obligation commercially unviable for the Affected Party** in the performance of its obligations/ roles under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the		

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				Affected Party had taken reasonable care or complied with Prudent Utility Practices:		
20.	**TSA & RFP**	**Provisions in TSA** *(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	Referred clause of the RFP documents issued dated 08.12.2025 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. **Provisions in RFP** *(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 done only after giving the bidder an opportunity for showing cause.			at risk of getting blacklisted. Further, TSA provides discretionary right to Nodal agency to decide whether TSP would be blacklisted. In case of discrepancy in submission, it is requested that BPC shall seek clarification from bidder and upon failure to provide clarification and complete investigation only, should construe such activity as fraudulent practice. Hence it is requested to include	

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		(*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.			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.	
21.	**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		**13.3 Procedure for Nodal Agency's non-**	The contract clauses as per TSA favors the Nodal Agency. All the termination rights are	Referred clause of the RFP documents issued dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry

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		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.		**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").	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	of Power and hence, no change is envisaged.

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					TSP, in case of mutual agreement to terminate, should be defined upfront.	
22.	TSA	3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in 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.		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. **In case the Force Majeure Event continues even after a period of one hundred and eighty**	In case of delay in SCOD due to FM event, the provision gives discretionary right to Nodal Agency to terminate TSA after occurrence of FM event. There should be gestation period of at least 6 months after start of FM event. Post completion of 6 months, both parties may decide to terminate the contract on mutual agreement. In case of FM, there should not	Referred clause of the RFP documents issued dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per 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		**(180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as** per the provisions of Article 13.4 by giving a Termination Notice to **the other party**, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the	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.	

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		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.		Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1. 4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. **In case the Force Majeure Event**		

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				continues even after a period of one hundred and eighty (180) days if deemed necessary, the Nodal Agency or TSP, upon mutual agreement may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the other party, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in		

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				accordance with Article 15.3 of this Agreement.		
23.	TSA	Clause 5.8 "Remedial Measures: The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or CEA and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or CEA and/ or the Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not 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**			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 documents issued dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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		and/ or the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement ."				
24.	**TSA**	13.7 Termination Payment 13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long Term Transmission 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 User			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	Referred clause of the RFP documents issued dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry of Power.

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		shall take over the Project Assets			event to be provided.	
25.	TSA	13.5 Termination or amendment due to non-requirement of any Element or Project during construction 13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal 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			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. For example, if 50% construction of an element is completed and that element is not required, how would the TSP be compensated	Referred clause of the RFP documents issued dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry of Power.

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		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.			for the capital cost of the element.	
26.	**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.

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27.	**TSA**	D)The TSP has agreed to make an application for a Transmission License to the Commission for setting up the Project on **build, own, operate and transfer basis.**		D)The TSP has agreed to make an application for a Transmission License to the Appropriate Commission for setting up the Project **on build, own, operate and maintain basis.**	As per revised TSA, asset to be transferred to Nodal agency post 35 years (BOOT). The assets created would be **Financial assets instead of Fixed assets**. Under IndAS accounting rules, **depreciation** of financial assets is **not allowed**. Further, TSP would be at risk of authorities levying 18% GST upfront on construction revenue recognized on COD. **Higher taxation** would impact the project economics	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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					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.	
28.	**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		5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement,	Clause 13.1.b of TSA allows upto 6 months' delay in commissioning of element after SCOD. 10% sequestration	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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		the Contract Performance Guarantee. 6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.		**beyond a period of 6 months (as per clause 13.1.b) unless extended by Nodal Agency due to FM/CIL as per provisions of this agreement,** shall lead to a sequestration of 10% of the Contract Performance Guarantee.	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 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	

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29.	TSA	**1.2 Computation of Monthly Transmission Charges** 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%; MTC = Tmn* (99.75 % /98.5 %);* *For Penalty* *d. If 95 % < AA < 98 % MTC = Tmn* (AA / 98 %);* *e. If AA < 95 %*		*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)* Target Availability: AC - 98% & HVDC - 95%	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	This is as per the SBD and amendments thereof, issued by the Ministry of Power together with the applicable laws in Maharashtra, MERC regulations and their amendments thereof in this regard. Hence, no change is envisaged.

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		MTC = Tmn (AA/98 %) – 0.02* (Tmn* (AA/98%))*			actual availability between 98% and 98.5%. Hence it is requested to continue with existing provisions for penalty and incentive calculation.	
30.	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 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**		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 to recover the**	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.	Referred clause of the RFP documents issued dated 08.12.2025 is as per 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.		**interest cost during construction corresponding for the period of FM/CIL event by adjustment in the Transmission Charges in accordance with Schedule 9.**	As large portion (70%) of project cost is funded through debt, repayment of which does not start till COD, any delay in SCOD leads to higher interest built up. This severely affects the project economics of developer. Hence it is requested to allow for recovery of interest cost during construction for entire period of FM/CIL event.	
31.	**TSA**	18. 1 The Nodal Agency shall appoint an agency/ company as Independent Engineer (IE)……. Responsibilities of IE include progress monitoring, ensuring quality, determine		-	It is requested to not appoint an external agency (Independent Engineer-IE) and the Nodal Agency to execute the	Referred clause of the RFP documents issued dated 08.12.2025 is as per SBD and Amendments thereof, issued by the Ministry of Power and hence,

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		costs of works/services, determine valuation of project assets, assist parties in dispute resolution.			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 expense which would eventually result in tariff increase.	no change is envisaged.
32.		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	As per revised TBCB Guidelines and SBDs issued by MOP, GoI, TSP on the date of acquisition of SPV from the BPC will enter into a Transmission Service

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					project acquisition by the project SPV in the interest of saving time. This will also facilitate early completion of the project critical activities	Agreement (TSA) with the Nodal Agency.
33.		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.
34.	SPA	Clause 3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the Shares of the Company by the Selected Bidder as per Clause 3.3, (a) the authority of the BPC in respect of the Bid Process shall forthwith	We understand that acquisition price towards acquisition of one hundred percent (100%) of the equity shareholding of the Company, communicated to bidder would include all liabilities pertaining to SPV prior to closing date. Please confirm			Bidder's understanding is generally in order.

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		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 Transmission Utility of India Limited as the case may be.				
35.	RFP	ANNEXURE C – Technical Specification of Transmission System A.15.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitant zones of endangered species and	As per the A.15.0 of Annexure C – BPC to provide access of GATISHAKTI Platform to optimize the route		Access to the Gati Shakti platform is required during the bid phase to ensure accurate route alignment, compliance with connectivity plans, and preparation of competitive proposals	GATISHAKTI portal is not being managed by BPC. Hence, the bidders may approach the appropriate authority

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		other protected species. Bird diverters, wherever required or mandated, shall be provided on the line				
36.	RFP	**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).	Please share the procedure for obtaining approval under Section 164 of the Electricity Act for a Transmission Service Provider (TSP). Additionally, kindly specify the role of the Bid Process Coordinator (BPC) in securing this approval.		This approval is very crucial before start the execution work.	Please refer Clause 2.5.7 of RFP Document.
37.	RFP	**Scope of Bid Process Coordinator (BPC)** 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.	Kindly provide the status of approval for laying of overhead transmission lines under Section 68 of Electricity Act for this project.		This approval is very crucial before start the execution work.	The approval u/s 68 of Electricity Act will be shared with the successful bidder.
38.	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	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		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

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		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;	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.			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.
39.	**RFP document and TSA**	**Provisions of RFP** Clause 1.5 …. The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to STU or its successors or an agency as decided by the State Government after 35 years from COD of project at zero cost and free from any encumbrance and 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.	Query-1 Treatment of tax application at the end of the life of assets. As per section 50C of Income tax act, in case sale consideration received or claimed to be received by seller on sale of land or building or both is less than value adopted by stamp valuation authority (SVA), such value adopted by SVA would become actual sale 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			Query-1, 2 and 5 The TSP shall ensure transfer of all project assets along with substation land, right of way and clearances to STU or its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability. Any taxes, stamp duties and liabilities, as may be applicable, has to be borne by the TSP.

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			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 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			Query-3 and 6 The transfer of all project assets along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project. All the expenditure till the transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP. Query-4 Definition of Project Assets is amply clear in this regard.
		Provisions of TSA Definitions: "Project Assets" shall mean				

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		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 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;"	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.			

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		2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to MSTU or its successors or an agency as decided by the Government of Maharashtra at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which MSTU or its successors or an agency as decided by the Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.				
40.	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		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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			requested to provide the updated dates of financial bid opening and date of conduction of e-RA etc., atleast 1 week prior to financial bid opening, to enable bidders to take appropriate action for participation in e-RA It is requested to kindly provide the updated table in case of extension in bid submission date/ delay in shortlisting of qualified bidders.			
41.	**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 Nodal Agency,	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	The role of BPC is as per the SBD and hence no change is envisaged. However, it may be noted that the BPC shall fulfil its responsibility of providing the certification from the Bid Evaluation Committee to enable the TSP to obtain Transmission license and adoption of Transmission charges. The details of the contractual

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					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.	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.
42.	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.
43.	RFP & TSA	Provision of RFP	Query-1	Within thirty (30) working days of		Query-1

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		2.15.4 Within five (5) working days of the issue of the acquisition of the SPV by the Successful Bidder, the TSP shall apply to the State Commission for grant of Transmission License and make an application to the State Commission for the adoption of Transmission Charges, as required under Section – 63 of The Electricity Act 2003 Provision of TSA 3.1.1.....The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the State Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act	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	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		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 Electricity Regulatory Commission i.e. MERC is functioning.
44.	**RFP**	2.15.6 If the TSP fails to obtain the Transmission License from the State	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	Provisions of 3.3 of TSA provides for	This is as per the SBD and amendments

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		Commission, it will constitute sufficient grounds for annulment of award of the Project.		Transmission License from the Appropriate Commission, the treatment shall be as per provisions 3.3 of the TSA.	consequences for non-fulfilment of conditions subsequent. The provisions of RFP as such have to be reflective of TSA.	thereof, issued by the Ministry of Power and hence, no change is envisaged.
45.	RFP	General	Kindly confirm: i) whether the Project / Elements are covered under "Generation linked Project" or "System Strengthening Project"			Refer Clause 1.3 of Section- 1 of RfP.
46.	RFP	General	Kindly confirm: i) 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.
47.	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 ?			Provisions of RFP Document is amply clear in this regard and shall prevail.

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			ii) what are the regulations in case of mismatch between the transmission projects/elements and between upstream or downstream?			
48.	**RFP and TSA**	**The definition of Contract Year in RFP is as under:** "Contract Year" shall mean the period beginning on the **Scheduled COD**, and ending on the immediately succeeding March 31 and thereafter each period of 12 …: And the definition of Contract Year in TSA is as under: "Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning **on the COD**, and ending on the immediately …"	As per RFP, the Contract Year shall start from the Scheduled CoD whereas as per TSA, the Contract Year shall start the CoD. As such, both the definitions are contradictory in nature. It is requested to clarify the correct definition of Contract Year.		To avoid ambiguity	The provisions of TSA are amply clear in this regard and shall prevail.
49.	**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).
50.	**TSA**	"Connection Agreement" shall mean the agreement	It is understood the transmission system is Intra-state, kindly confirm		For better clarity of Post Winning	Provisions of RFP Documents are amply

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		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;	whether the *Inter State Transmission System* as per the provisions of the IEGC shall be applicable for the subject Intra-state Transmission system as well.		activities to be carried out by the Successful bidder on behalf of TSP	clear in this regard and shall prevail. Please also refer Clause 2.5.7 of RFP Document.
51.	**TSA**	Clause no 2.3: Conditions prior to the expiry of the Transmission License 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.	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	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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		2.3.1 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.			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.	
52.	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), ... c) To submit to the Nodal Agency & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred	As per clause 3.1.3 (viii), the EPC contracts to be awarded in 6 months. Whereas as per clause 3.1.3 (iii), 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 120 days from effective date if the award of EPC contract is awarded after 120 days, but before 6 months period.		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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		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; and	As such, the timelines mentioned in above clauses are contradictory and the same may be reviewed.			
53.	**TSA**	Clause 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..... in accordance with the provisions of this Agreement		Suggested text to be added at the end of this Article: "..... The additional Contract Performance Guarantee, if any provided by the TSP for delay in fulfilment of condition subsequent, shall be returned by the STUIL on fulfilment of conditions	The additional CPG is for specific default(s) and once such default(s) cease to exist, this additional amount of CPG should be returned. Additional CPG cannot be held back by the STUIL till COD of the Project.	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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				subsequent by the TSP"		
54.	**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 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.	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	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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
					incurred by the TSP / Selected Bidder till such date of termination.	
55.	TSA	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 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	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.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		11.7 Available Relief for a Force Majeure Event ..... (e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost,.....				
56.	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 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.	It is understood that if interconnection facilities 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 entitled to all the benefits envisaged under the TSA.		For clarity.	The provisions of TSA are amply clear in this regard and shall prevail.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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		4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.				
57.	**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 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.	Clause 6.3.1 (ii) 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).			Referred clause is as per RFP and amendments thereof, and shall prevail.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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.	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.4 Any Disputed Bill, Default in payment by the LTTUs & Annual Reconciliation shall be governed as per MERC MYT Regulations and Transmission Pricing Framework in the State of Maharashtra	Article 10 i.e., Billing and payment of transmission charges is silent on parameters inter-alia **Payment Security Mechanism & Establishment of Letter of Credit.** In case of default in payment by LTTSU to TSP, kindly provide the detailed clauses Article 10 explicitly stating the parameters viz. **Payment Security Mechanism & Establishment of Letter of Credit** as generally being mentioned for Intra-state projects in Madhya Pradesh, Odisha etc.		To assess the risk of the project	The provisions of RFP Documents are amply clear and shall prevail. In this regard, Bidders are also requested to refer MERC regulations and amendments thereof, and clause 2.5.7 of the RFP document.
59.	TSA	11.4 Force Majeure Exclusions 11.4.1 (g) Any error or omission in the survey report provided by BPC during the bidding process.	The survey report furnished by BPC has to be accurate and any error or omission has to be owned by the BPC. Professional fees including fees for survey report is also claimed by BPC.			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
60.	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	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			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.

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 or any savings of the TSP....	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.			Please also refer Clause 2.5.7 of RFP Document.
61.	**TSA**	12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change: a. Taxes on corporate income; and; b. Withholding tax on income or dividends distributed to the shareholders of the TSP.	Any tax applied on the income or profits of the TSP need to be covered under change in law.		Tax is an element beyond the control of the TSP. Change in tax or introduction of any tax is covered under change in law. Tax rate applicable on the income or profits of the TSP is beyond the control of the TSP and to assume the same for 35 years shall be a	This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged. Please also refer Clause 2.5.7 of RFP Document.

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					risk which is best assumed by the LTTCs accordingly this is to be reviewed.	
62.	TSA	**Clause 13.7** 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 .	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.
63.	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	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:		For more clarity for submission of appropriate QR credentials	The provisions of RFP Document are amply clear in this regard and shall prevail.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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		USD (calculated as per provisions in Clause 3.4.1). However, the capital expenditure of each project shall not be less than Rs..... Crore or equivalent USD (calculated as per provisions in Clause 3.4.1). For this purpose, capital expenditure incurred on projects that have been commissioned/ completed at least seven (7) days prior to Bid Deadline shall be considered. The capital expenditure discussed above shall be as capitalized and reflected in the audited books of accounts of the Technically Evaluated Entity.....".	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.			
64.	RFP	Clause 2.11 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.	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		Bidder needs information for issuance of Bid Bond	Requisite details have already been provided in the RFP document.

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			- 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).			
65.	RFP	Annexure 14 (Format of the Bid Bond) Addressee details are not mentioned in the beginning of the format Annexure 14 (Format of the Bid Bond) "....In consideration of the....."	Addressee details to whom Bid Bond is to be addressed are not mentioned in the Bid Bond Format. It is requested to mention the followings at starting of the format: Annexure 14 (Format of the Bid Bond) ***" To,*** ***Designation of officer*** ***Name of BPC*** ***Address of BPC*** In consideration of the....."			This is as per the SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
66.	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	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	BPC will complete its responsibilities as listed in the RFP documents. Please also refer to Clause

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		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**			successful bidder.	1.6 & 2.5.7 of the RFP document.
67.	SPA	Clause 1.2 (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 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;	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. It is requested to BPC to furnish **audited financial statement within 15 days** of the closing date.		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 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.	Provisions of SPA shall prevail.
68.	ANNEXURE 3 - FORMAT	...Know all men by these presents, We	As per the format of Power of Attorney, the bidder is required to		For clarity and simplification of bidding process	PoA will be given on stamp paper of the

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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 EVIDENCE OF AUTHORIZED SIGNATORY'S AUTHORITY	.....(**name and address of the registered office of the Bidder**...	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?			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.
69.	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	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	This is as per the SBD and amendments thereof, issued by the Ministry of Power. Hence, no change is envisaged.

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		... ...		**15minutes** of the scheduled or extended bid time. Subsequently, it will be extended again by **15 minutes** from the latest received bid time. **In case e-Reverse Bidding is not completed by 20:00 Hrs (IST), then the e-Reverse Bidding shall 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**	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	

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				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 received bid time. **The above shall continue till the e-Reverse Bidding gets concluded.**	e-RA may be paused and resumed on the next working day as being followed by major eps providers including Mjunction etc.	

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				....		
70.	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 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.	RfP bid submission shall be scheduled accordingly.		For preparation and submission of RfP Bid on time.	Bidder's understanding is correct
71.	RFP	**2.3 Clarifications and Pre-Bid Meeting** **2.3.1** The Bidders may seek clarifications or suggest amendments to the RFP by sending an email to the BPC at the email id indicated in Clause 2.14 within the date and time mentioned in Clause 2.7.2. For any such clarifications or amendments, the Bidders should adhere to the format as per Annexure – 19.	The response for clarifications sought by prospective bidders shall be provided at least 2 weeks prior to bid deadline, so that price implications, if any, can be accounted for in the RfP bid.		For preparation and submission of RfP Bid on time.	Timelines as specified in the RFP Document shall prevail.

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72.	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.
73.	**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	Provisions of the RFP Documents are amply clear and shall prevail.
74.	RFP	Annexure C: Specific Technical Requirements for Transmission Line	Please note that for transmission line, no special requirement is specified for type of Insulator and creepage in RFP document. Hence it is understood that bidder can decide the type of insulator along with creepage requirement based on general CEA regulations and relevant standards. Kindly confirm.		Bidder needs the information for proper estimation	Bidder's understanding is generally in order.
75.	TSA	Clause 5.1.2	BPC to clarify, what are the determining factors/criteria for		Bidder needs the information	Provisions of RFP Document are amply

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		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).	deciding the unsuitability of site and transmission line route? BPC to clarify that in case of unsuitability of the spaces that are provided for the scope of work, who shall be held responsible?		for proper estimation	clear in this regard and shall prevail. Please also refer Clause 2.5.7 of the RFP document and Clause 5.1.4 of TSA document.
76.	TSA	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?		Bidder needs the information for proper estimation	The provisions of RFP Document are amply clear in this regard and shall prevail.
77.	TSA	Clause 2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to MSTU or its successors or an agency as decided by the Government of Maharashtra at zero cost	BPC to clarify the following: a. Who will be responsible for O&M of the Project post Expiry Date till the Project is transferred as the Agreement will automatically terminate on Expiry Date?		Bidder needs the information for proper estimation	The transfer of all project assets along with substation land, right of way and clearances shall be completed at the end of 35 years from COD of the Project. All the expenditure till the

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

<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>and free from any encumbrance and liability.
The transfer shall be completed within 90 days of expiry of this Agreement failing which MSTU or its successors or an agency as decided by the Government of Maharashtra shall be entitled to take over the Project Assets Suo moto</td><td>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?</td><td></td><td></td><td>transfer of all project assets along with substation land, right of way and clearances shall be borne by TSP.</td></tr>
<tr><td>78.</td><td>TSA</td><td>Clauses 4.1(f) and 4.2.1(e)
These clauses provide assistance by TSP to the Arbitrators as required for the performance of their duties and responsibilities.</td><td>BPC to provide the definition of Arbitrators used as defined term</td><td></td><td>Bidder needs the information for proper estimation</td><td>This is as per the SBD and amendments thereof, issued by the Ministry of Power.</td></tr>
<tr><td>79.</td><td>TSA and SPA</td><td>Execution of the TSA and SPA.</td><td>As per the provisions of the Indian Stamp Act, the execution of the Share Purchase Agreement ('SPA') and the Transmission Service Agreement ('TSA') should be made on the stamp papers of INR 1200 and INR 500 respectively. The relevant provisions of the Indian Stamp Act are provided below:
<table>
<tr><th>SN.</th><th>Document</th><th>Stamp Paper for</th><th>Indian Stamp Act, 1899 ('Act') read with Delhi</th></tr>
</table></td><td></td><td>Bidder needs the information for proper estimation</td><td>Kindly refer Clause 2.5.7 of the RFP 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
					Execution (in INR)	Schedule 1A ('Schedule')			
			1.	Share Purchase Agreement	1200	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/-.			
			2.	Transmission Service Agreement	500	Section 5 of Act read with (i) Item 5(c), agreement (other): Rs. 50/-, (ii) Item No. 37, guarantee: Rs. 50/-, (iii) Item No. 34,			

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			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.			
80.	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.	We request BPC to confirm the timelines within which the Government of Maharashtra shall grant the section 164 to the TSP. Further, in case of delay in grant of section 164 approval beyond the specified days by Government of Maharashtra, will this qualify as Force Majeure (FM) event under TSA, and we can get relief as per TSA.		Bidder needs the information for proper estimation	Referred clause of the RFP issued dated 08.12.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
81.	RFP for Selection of Bidder as Transmission Service	Section-2, clause no. 2.6. Project Schedule Percentage of Quoted Transmission Charges recoverable on Scheduled	Please note that there are 6 nos. of Transmission elements in the subject project. We understand that all elements of the scheme are required to be commissioned simultaneously as their utilization is dependent on		Bidder needs information for proper estimation.	Provision of the RFP & TSA is amply clear and shall prevail.

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	Provider & TSA	COD of the Element of the Project & TSA: Schedule-4 Computation of Transmission Charges	each other and hence considering the same percentage of quoted transmission charges are clubbed and mentioned as single percentage (100%) for all these elements. BPC will appreciate that during Operation of the of the asset, if any outages happen to any element/elements of said asset or any scenarios occurs which are illustrated in schedule-4 of TSA then it will be difficult to compute payment of Transmission Charges under various scenarios based on the availability of each element. In view of the above, BPC is requested to provide break-up of each element.			
82.	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	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 be 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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		without assigning any reasons whatsoever."				
83.	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.
84.	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	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 and hence, no change is envisaged.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		any other intermediary, in connection with this bid".				
85.	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	Referred clause of the RFP documents issued dated 08.12.2025 is as per SBD and amendments thereof, issued by the Ministry of Power and hence, no change is envisaged.
86.	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 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	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.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		shall take over the Project Assets..				
87.	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 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.	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.
88.	Transmission Service Agreement	TSA ARTICLE: 8 8.2 Target availability	As per previous TSA, target availability was at project level not for each element. We request BPC to		Bidder needs the information for proper estimation.	The provisions of TSA are amply clear in this regard and shall prevail.

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		The Target Availability of each Element and the Project shall be 98%.	maintain target availability at Project level only.			
89.	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 Nodal Agency 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 and shall prevail.
90.	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 to Force Majeure Event leading to extension of Scheduled COD for a period beyond one	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 Transmission Charges of 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 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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		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)]				
91.	RFP for Selection of Bidder as Transmission on 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.
92.	RFP for Selection of Bidder as Transmission on 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 STU or its successors or an agency as decided by the Government of Maharashtra	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		Bidder needs the information for proper estimation	Provisions of RFP documents are amply clear and shall prevail. The project assets along with substation land, right of way and clearances shall be transferred to STU or

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
		after 35 years from COD of Project at zero cost and free from any encumbrance and liability. The transfer shall be completed within 35 years from COD of Project failing which Government of Maharashtra/ Maharashtra STU shall be entitled to take over the project assets Suo moto.	Agreement for bidder's review and assessment.			its successors or an agency as decided by the Government of Maharashtra after 35 years from COD of project at zero cost and free from any encumbrance and liability and no elaborate process is required to be laid down. Further, other issues, if any, shall be dealt as per prevailing laws & regulations.
93.	TSA	12.1 Change in Law • 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;	1. We understand that any change in the guidelines related to Right of Way (RoW) / land compensation issued by the Central Government, State Government, District Magistrate, or any other Government Authority shall be treated as a Change in Law. Accordingly, the TSP shall be entitled to claim the resulting financial impact. 2. We understand that any change in MERC guidelines regarding SLDC/RLDC charges or any other regulatory charges shall also be		This will provide clarity / understanding to TSP upfront for potential impact of such changes.	Refer to Clause 12 which is clear. RFP provision to prevail.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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		• 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;	treated as a Change in Law, and the TSP shall be entitled to claim the impact. Kindly clarify.			
94.	RFP	Sr No. 12 of Clause No. 2.5.2 Technical Bid comprising 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	As per the requirement, the Format for Illustration of Affiliates (Annexure 12) must be submitted along with duly certified documentary evidence, such as the Register of Members, Demat Account Statement, Share Certificate, Annual Return filed with the ROC, etc. We are participating in the bid through our parent company; however, the entire amount is being invested by our affiliates/Wholly Owned Subsidiary. Therefore, we are required to submit the documents of our affiliate as mentioned above. We wish to inform you that our affiliate company was newly incorporated on 19.07.2025, and its first Financial Year will close on 31.03.2026. Accordingly, the Annual Return with the ROC has not yet			Yes, Bidder's understanding is correct for the given case.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

<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>been filed, and is therefore currently not available.

In this regard, we presume that the Annual Return is not applicable for submission at this stage, as it has not yet become due for filing. We will submit all the required documents except the Annual Return filed with the ROC.

Kindly confirm the same.</td><td></td><td></td><td></td></tr>
<tr><td>95.</td><td>ANNEXURE 8 - UNDERTAKING AND DETAILS OF EQUITY INVESTMENT</td><td>.... We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

<table><tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr><tr><td>Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at</td><td>24 MONTHS</td></tr></table></td><td>Kindly provide the element wise break up for determining the transmission charges based on availability.</td><td></td><td>For clarity and determination of tariff during operation.</td><td>All the elements are interdependent and therefore shall be commissioned simultaneously.</td></tr>
</table>

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level.... LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)				

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		220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP)				
96.	Cl. 5.1.4 of TSA	..... 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.	As per guidelines of revised policy issued by Govt of Maharashtra dated 02/11/2022 about giving compensation for land occupied for execution of very high-tension transmission lines in state: *1) The compensation should be given at the double rate of the average determined by district/ sub divisional level evaluation committee for the area occupied by high tension tower on the basis of rates prevailing at that time in that concerned area as per ready reckoner or the average rate of land sell purchase in last 3 years.* *2) The compensation should be given at the rate of 15% of the average determined by district/ sub divisional level evaluation committee for the area occupied by line corridor of very high-*		Bidder needs information for Proper estimation	Refer to Clause 2.5.7 of the RFP.

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			tension lines on the basis of rates prevailing at that time in that concerned area as per ready reckoner or the average rate of land sell purchase in last 3 year whichever is more. 3) *In addition to compensation mentioned in above 2, compensation should be given at the rate of 15% of the average determined by district/ sub divisional level evaluation committee for the area occupied by line corridor of very high-tension lines as 'No Use Allowance' on the basis of rates prevailing at that time in that concerned area as per ready reckoner or the average rate of land sell purchase in last 3 year whichever is more.* 4) *In brief, for the area occupied by line corridor of very high-tension lines 15% as per above 2 and additional 15 % as per above 3 thus total 30% compensation will be payable.* It is gathered that land sell purchase of last 3 years is not available,			

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			however, ready reckoner rate of concerned area is made available by Govt. of Maharashtra through https://igreval.maharashtra.gov.in/eASR2.0/frmMap.aspx. Accordingly, we understand that available ready reckoner rate of concerned area shall be considered while preparing the tariff bid. However, at the time of execution of project, in case of, increase in ready reckoner rate/ increase in average rate determined by district/ sub divisional level evaluation committee w.r.t. prevailing ready reckoner rate considered during bidding to determine the land compensation, the same shall be claimable under 'Change in law'. Kindly confirm our understanding.			
97.	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		Bidder needs the information for preparation of techno-commercial bid.	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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			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.			
98.	Transmission Service Agreement	TSA ARTICLE: 1 Definitions and Interpretations Independent Engineer" shall mean an agency/ company, appointed by Nodal Agency 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 Nodal Agency (MSTU), The fee and charges of the Independent Engineer shall be paid by MSTU 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	The provisions of TSA are amply clear in this regard and shall prevail.
99.	Transmission Service Agreement	TSA ARTICLE: 1 Definitions and Interpretations Definition of Nodal Agency Nodal Agency" shall mean Maharashtra State Transmission Utility (MSTU) , which shall execute and implement the Transmission Service Agreement (TSA);	The proviso to the definition states that while taking major decisions, MSTU shall consult CEA on technical matters and any other matter if it feels necessary. BPC is requested to provide clarity on what would constitute 'major decisions'; further, what would be the nature of consultation is not clear, whether such consultation would be binding or just advisory in nature? Further, there is an element of		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 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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			discretion as well on the part of MSTU, which should be done away with.			
100.	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 transmission charges to InSTS transmission licensees." Therefore, we request that for TSA also, the counter signing authority should be STU to collect payments and disburse to the selected TSP.		Bidder needs information for proper estimation	The provisions of TSA shall prevail
101.	General	General Queries	We have gone through the BPC report on various utilities payment track and have observed "C" rating for MSEDCL. Therefore, we request to kindly provide the payment security mechanism for TSP's.		Bidder needs information for proper estimation	Please refer to the clause 2.5.7 of the RFP Document.
102.	Transmission Service Agreement & MYT Regulation	Payment Security Mechanism	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Nodal Agency & 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		Bidder needs information for proper estimation	Please refer to the clause 2.5.7 of the RFP Document.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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			mechanism in MYT Regulations 2024.			
103.	Transmission Service Agreement & MYT Regulation	Payment Security Mechanism	As per the TSA, MYT Regulation 2024 shall govern the "Disputed Bills, Default in payment by Nodal Agency & Annual Reconciliation", however, TSA and MYT regulation 2024 doesn't specify any clause regarding the payment security mechanism in MYT. In view of the above, do we need to adopt the payment security mechanism for this project as adopted by MSEDCL by Transmission Open Access regulation? Further, what are the next steps if a beneficiary defaults in payments, how the TSPs payment can be secured?		Bidder needs information for proper estimation	The provisions of RFP Document are amply clear in this regard and shall prevail.
104.	Section-I of RFP And TSA	**6.1 Connection with the Inter-connection Facilities:** 6.1.1 The TSP shall give the Maharashtra SLDC/ RLDC/MSTU/CTU, 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	Reference is drawn to the Order of CERC 4/ADP/2016 dated 23.03.2016. Relevant extract of the Order is reproduced hereunder: "In the event the inter-connection facilities are not ready by SCOD or by revised SCOD (as may be revised by the petitioner and the LTTCs for the purpose of availing incentive as		Order of CERC 4/ADP/2016 dated 23.03.2016.	RFP documents are amply clear. Please refer the clause 2.5.7 of the RFP for the additional information and due diligence required to be performed by the bidders before

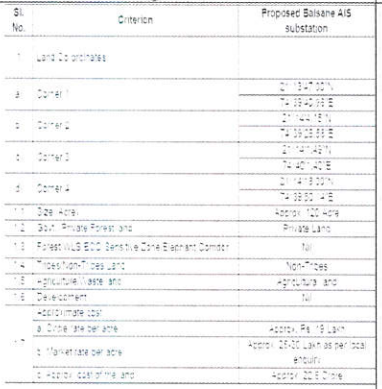
Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 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. ..... 6.2.1 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	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 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.			submission of their bids.

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		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.	Further, as per CERC order no. 104/MP/2018 dated 18th September 2018, downstream was directed to pay transmission charges to TSP.			
105.	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		Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on	As per clause 6.2 of the TSA, the TSP is eligible for payment of Transmission charges from the date of deemed COD.	The provisions of TSA Document are amply clear in this regard and shall prevail.

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		monthly basis as per the provisions of the 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.		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 Schedule 4 of this Agreement.		
106.	TSA	ARTICLE: 10 BILLING AND PAYMENT OF TRANSMISSION CHARGES 10.2 The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the	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	The provisions of TSA Document are amply clear in this regard and shall prevail.

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		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.	As per MERC (MYT Regulations), it is understood from the clause that rebate is limited to only 1%. Kindly confirm the same.			
107.	Survey Report		We understand that Circle rate/market rate of the land as mentioned in Survey Report shall be considered for estimation of Balsane Substation land cost for preparation of RfP bid. However, at the time of execution of project, in case of, increase in Circle rate/ market rate of land within 03 km of proposed location mentioned in Survey Report w.r.t. prevailing circle rate/ market rate (as mentioned in Survey Report) considered for estimation of land cost for Balsane Substation for preparation of RfP bid, the same shall be claimable under 'Change in law'.		Bidder needs information for Proper estimation	The circle/market rate of the land as mentioned in the survey report is indicative in nature. Bidders are requested to refer clause 2.5.7 of the RFP and carry out their own due diligence before submission of their bids

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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
			Kindly confirm our understanding.			
108.	Survey Report	Scope of work Sl. No-2: LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane.	We understand that LILO tapping point mentioned in survey report is tentative and bidder can choose tapping point at his discretion. Please confirm.		Bidder needs the information for proper estimation	The LILO tapping points provided in the survey report are indicative in nature. The exact coordinates of the LILO tapping points are to be obtained from the owner of the existing transmission line during execution stage. Bidder may also visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of the RFP.
109.	Survey Report	Scope of work Sl. No-3: 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)	1. We understand that coordinates provided in the survey report for the Malegaon (proposed) substation are firm and no		Bidder needs the information for proper estimation	400 kV Malegaon is proposed AIS substation with provision of space for termination of 400 kV

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			changes at later stage is envisaged. Please confirm. Further, if the coordinates are not fixed and any change during execution of the project, the coordinates shall be covered under change in law. Please confirm.			DC line from 765 kV Balsane. The required information regarding the same can be available after completion of bidding process.
110.	Survey Report	Scope of work Sl. No-3: 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)	BPC is requested to share the following details for Malegaon (Proposed) S/s 1.Firm Coordinates of proposed Malegaon S/s 2.GA drawing with the marking of terminating Bay inside the substation. 3.Soil investigation Report. 4.Earth Mat Layout. 5.SLD		Bidder needs the information for proper estimation	400 kV Malegaon is proposed AIS substation with provision of space for termination of 400 kV DC line from 765 kV Balsane. The required information regarding the same can be available after completion of bidding process.
111.	Survey Repot	Scope of work Sl. No-4 LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat)	We understand that LILO tapping point mentioned in survey report is tentative and bidder can choose tapping point at his discretion. Please confirm.		Bidder needs the information for proper estimation	The LILO tapping points provided in the survey report are indicative in nature.

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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
		at 765 kV AIS Balsane				The exact coordinates of the LILO tapping points are to be obtained from the owner of the existing transmission line during execution stage. Bidder may also visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of the RFP.
112.	Survey Repot	Scope of work Sl. No-5 : 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar	AP-1 has been identified at an approximate distance of 20 meters from the centerline of NH-753B. This location is not in compliance with the applicable NH guidelines. Accordingly, we request BPC to provide the revised survey report for further review.		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.

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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
						Bidder may visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of the RFP Document.
113.	**Survey Report**		i) As per information available on the **PM Gati Shakti Portal**, a **Flying Training Organisation (FTO)** namely **"Academy of Aviation"** is proposed to be established at a location approximately **3.2 km from the existing/ proposed 765 kV LILO transmission line**. In this regard, **BPC may kindly clarify the minimum statutory/ safety distance** or any other specific criteria required to be maintained between the subject line and the FTO area. Survey report may also be accordingly revised along with demarcation of FTO area.		The bidder can provide the realistic tariff bid.	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.

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						Please also refer Clause 2.5.7 of the RFP Document.
114.	Survey Report		Various solar and wind power generation projects are proposed in the vicinity of Balsane. Presently, renewable energy projects of MAHAGENCO and Tata are identified in the nearby areas. Accordingly, BPC may kindly arrange to furnish the **geographical boundaries / layout plans** of all upcoming solar and wind parks around Balsane, which are essential for **timely finalization of transmission corridors and avoidance of future constraints**.		The bidder can provide the realistic tariff bid.	The survey report is already issued to the bidders with all relevant details. For any further details, bidder may visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of RFP Document.
115.	Survey Report		It is observed that the 400 kV Dhule–Dhule (BDTCL) transmission line is crossing between AP-26 and AP-27 of the 400 kV Balsane–Malegaon transmission line. However, the same has not been considered / indicated in the BPC route alignment and survey report. In view of the above, it is requested that the said crossing may be duly incorporated and reflected in the		The bidder can provide the realistic tariff bid.	The survey report is already issued to the bidders with all relevant details. For any further details, bidder may visit the site and acquaint themselves with the site conditions.

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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
			BPC route alignment and survey report for completeness and to avoid any ambiguity.			Please also refer Clause 2.5.7 of RFP Document.
116.	Survey Report		As per PM Gati Shakti, A nation High speed corridor is coming in following lines. 1. Between AP23-AP24 in 400 kV D/C Balsane- Malegaon line. 2. Between AP18-AP19 in 220 kV D/c Shivaji Nagar-Balsane line. Same has not been considered in BPC route and survey report, Accordingly, Survey report may be revised.		The bidder can provide the realistic tariff bid.	The survey report is already issued to the bidders with all relevant details. For any further details, bidder may visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of RFP Document.
117.	Survey Report		As per PM Gati Shakti, the highways in the following sections are marked as national Highway whereas as per the survey report same is identified as State highway 1. Between AP5-AP6 in LILOIN. 2. Between AP14-AP15 in LILO OUT.		The bidder can provide the realistic tariff bid.	The survey report is already issued to the bidders with all relevant details. For any further details, bidder may visit the site and acquaint

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			The same may be clarified by BPC			themselves with the site conditions. Please also refer Clause 2.5.7 of RFP Document.
118.	Survey Report		03 nos. Houses are coming in section AP37-AP38 and AP38-AP39 in BPC route of 220 kV Shivajinagar-Balsane line (Shown in Yellow circle), same may be reviewed and any changes in route may be incorporated in survey report. 		The bidder can provide the realistic tariff bid.	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.
119.	Survey Report		With reference to the LILO works of the 765 kV D/C Dhule–Khandwa		The bidder can provide the	No major dismantling is envisaged.

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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>transmission line and the 400 kV D/C Sardar Sarovar transmission line, dismantling of existing transmission towers, conductors, and associated hardware fittings may be envisaged.

In this connection, BPC may kindly clarify the following for proper compliance and record:

1. Custodian/Owner: The authority/ agency to whom the dismantled tower material, conductors, insulators, and hardware fittings are to be formally handed over.
Designated Store/ Location: The designated store or storage yard (including name and location) where the dismantled materials are required to be deposited.</td><td></td><td>realistic tariff bid.</td><td>However, dismantling if envisaged by TSP any in future TSP shall be required to coordinate with the owner of the respective line for obtaining the required information.

Please also refer the clause 2.5.7 of the RFP.</td></tr>
<tr><td>120.</td><td>RfP</td><td>…. The TSP will be required to establish the following Intra State Transmission Project, i.e., Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule).. … ….
<table><tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr></table></td><td>Kindly confirm whether 765/400/220 kV AIS Balsane (Dist. Dhule) is generation pooling substation or load serving substation or intermediate Substation.</td><td></td><td>For clarity and determination of tariff.</td><td>The Substation (generation pooling sub-station) shall not be beyond 3 km radius of the proposed location.</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
		Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level. ..... 24 months ... . 1.6.1.1 ... ... Further, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) in the scope of TSP: • For a Generation Pooling Substation shall not be beyond 3 Km radius of the				

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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
		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.				
121.	RFP	Sl. No. 3, 5& 6 General Scope of work 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos. 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos. 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	BPC to share the existing SLD & Layout with marking on present scope of work for better clarity.			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** For further, information bidders are requested to visit the site and ascertain

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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
						the necessary details in coordination with the substation in charge. Please refer Clause no 2.5.7 of the RFP.
122.	RFP	B.2.4 d) 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos. 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos. 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	it is understood that existing busbar protection have provision for future bays and also PUs are available for future bays. BPC to confirm. Also provide the make and Model of Bus bar protection			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** For further, information bidders are requested to visit the site and ascertain the necessary details in coordination with the substation in charge. Please refer Clause no 2.5.7 of the RFP

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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
123.	RFP	B.3.1 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos. 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos. 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	It is understood that existing station having sufficient capacity of LT Trafo, DG set, Battery and battery charger to cater load of bays under present scope and TSP need not to consider New LT Trafo, DG set & Battey & Battery Charger. BPC to confirm the understanding			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** For further, information bidders are requested to visit the site and ascertain the necessary details in coordination with the substation in charge. Please refer Clause no 2.5.7 of the RFP
124.	RFP	B.4 a) 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos.	BPC to confirm whether the adjacent gantry is suitable for Bay extension or not.			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process.

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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
		220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos. 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.				The available information is enclosed as **Annexure A.** For further, information bidders are requested to visit the site and ascertain the necessary details in coordination with the substation in charge. Please refer Clause no 2.5.7 of the RFP
125.	RFP	B.3.1 iii) 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos. 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos. 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	BPC to confirm the availability of AC & DC feeder in existing ACDB & DCDB for present scope of work			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.**

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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 further, information bidders are requested to visit the site and ascertain the necessary details in coordination with the substation in charge. Please refer Clause no 2.5.7 of the RFP
126.	RFP	B.3.5 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos. 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos. 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	BPC to confirm Main cable trenches from the control room building to switchyard shall have adequate space provision for laying of cables under the present scope of work.			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** For further, information bidders are requested to visit the site and ascertain the necessary details in coordination with

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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
						the substation in charge. Please refer Clause no 2.5.7 of the RFP
127.	RFP	400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos. 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos. 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos. Note- a) Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/Future Utility. However, In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.	We request BPC to confirm that land for Malegaon, Shivajinagar & Vikharan SS will be provided free of cost to the TSP. Further, in case of any land constraints at Malegaon, Shivajinagar & Vikharan SS , BPC is expected to clarify to the TSP either to procure additional land or to consider opting for GIS.			No charge is envisaged for Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) substation. However, In case of land constraints, it is up to the discretion of the TSP whether to opt for GIS bays or to Procure suitable land adjacent to the substations.

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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
128.	RFP	Connection arrangement of Switchable Line reactors shall be such that it can be used as Line. reactor as well as Bus reactor with suitable NGR bypass arrangement. B.1.2 Note-iv)	As per note iv) 'Connection arrangement of Switchable Line reactors shall be such that it can be used as Line. reactor as well as Bus reactor with suitable NGR bypass arrangement.' As this project doesn't involve any line reactor this clause is not applicable for this project. BPC to confirm our understanding.			Bidders understanding is correct.
129.	RFP	Space for 765 kV, 400 kV & 220 kV future line bays shall be kept considering provision of switchable line reactors. B.1.2 Note-iv)	As per standard TBCB practice, line reactors are applicable only for voltage levels of 400 kV and above. Accordingly, space provision for future line reactor bays may not be relevant for 220kV voltage level. BPC to kindly review and revise the clause in line with standard TBCB practice.			Bidders understanding is correct.
130.	RFP	B.1.1 Insulation Coordination	As per Clause B.1.1 on Insulation Coordination, the creepage specified for 765 kV and 400 kV voltage levels is 31 mm/kV, whereas for 220 kV, 25 mm/kV has been mentioned. BPC to kindly recheck the requirement of creepage for 220kV voltage level.			The Minimum creepage distance for 765 kV , 400 kV and 220 kV voltage levels shall be 31 mm/kV.
131.	RFP	B.2.3.3 Current Transformers (AIS)	As per Current transformer specifications, Current Transformers (CT) for 765 kV, 400 kV shall have six			Bidders understanding is correct.

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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
			(five for 400 kV) cores (four for protection and two for metering) and 220 kV Current Transformers shall have five cores (four for protection and one for metering). However, the number of cores for the 400 kV system appears unclear. We understand that **(five for 400 kV)** is typo error. Current Transformers (CT) for 765 kV and 400 kV shall have six cores (four for protection and two for metering) and for 220kV five cores (four for protection and one for metering). BPC to confirm our understanding.			
132.	RFP	Clause 2.0, Page no 4.	BPC requested to provide conductor and OPGW parameters for following LILO lines as it is difficult to get existing line details for bidders officially from respective authorities.1. LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765kV AIS Balsane 2. LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane			Bidders are requested to visit the site and ascertain the necessary details in coordination with the Line/substation in charge. Please refer clause 2.5.7 of RFP
133.	RFP	Clause 2.0, Page no 4.	For LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765kV AIS Balsane, bidder can adopt ground clearance requirement			Specifications provided in RFP documents shall be followed.

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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 LILO connection, which maintained for existing line. BPC to clarify.			
134.	RFP	Clause 2.0, Page no 4.	Can TSP adopt suitable ACSR or AL59 conductor with twin configuration in place of single HPC for 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar (600 MW each)? BPC requested to clarify.			The Scope of RFP shall prevail.
135.	RFP	Clause 2.0, Page no 4. & ANNEXURE C A 7.0(b)	BPC requested to reconfirm Existing 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) is with twin or quad conductor per phase, which LILO connection required at 765 kV AIS Balsane. If existing line is with twin conductor, BPC requested to add conductor details in ANNEXURE C A 7.0(b).			Bidders are requested to visit the site and ascertain the necessary details in coordination with the line owner. For LILO lines, the technical specifications of Conductor and OPGW should be matching with existing line parameters. Please refer clause 2.5.7 of RFP
136.	RFP	C. SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION clause C.5.0 (i) & C.6.0 (i) page no. 165 & 166	For 220 kV D/C lines only one peak is required, and 1 OPGW with 48 fibber is sufficient on one peak. There is no any requirement of conventional earth wire on other E/W			Bidder Understanding is Correct.

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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
			peak. BPC request to correct the clause to avoid confusion.			
137.	RFP Balsane, Annexure F.3, C.5.0, PLCC	viii) 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: PLCC configuration - All 765/400/220 kV transmission lines terminating at 765/400/220 kV Balsane - 1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.	BPC to provide clarity for the requirement of PLCC panels for the LILO lines. Will there be any shifting of the existing PLCC panels required due to the LILO arrangements. Please confirm.			Requirement and shifting of PLCC panels for the LILO lines is in the scope of TSP(if required) However, bidders are advised to visit the site and acquaint themself with the provisions/facilities available at substation and the quantum of necessary work involved for accommodating the necessary bays in existing substations. These works shall be in the scope of the TSP. Please also refer Clause no 2.5.7 of the RFP Document.
138.	RFP Balsane, C. SPECIFIC	C 7.0 - FOTE requirement for 765/400/220 kV Line bays at all remote end substations	BPC to provide clarity for the requirement of FOTE panels for the LILO lines.			Requirement and shifting of PLCC panels for the LILO

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
	TECHNICAL REQUIREMENT FOR COMMUNICATION					lines is in the scope of TSP(if required) However, bidders are advised to visit the site and acquaint themself with the provisions/facilities available at substation and the quantum of necessary work involved for accommodating the necessary bays in existing substations. These works shall be in the scope of the TSP. Please also refer Clause no 2.5.7 of the RFP Document.
139.	RFP Balsane	Establishment of 765/400/220 kV AIS Balsane, Scope Table, Clause-2, Page - 3 & 4	BPC to firm the availability of space at respective location for bay extension works.			400 kV Malegaon is proposed AIS substation with provision of space for termination of 400 kV DC line from 765 kV Balsane.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
						The available information is enclosed as **Annexure A.** For further, information bidders are requested to visit the site and ascertain the necessary details in coordination with the substation in charge. Please refer Clause no 2.5.7 of the RFP
140.	RFP Balsane, B 1.2	Point- v), Space for 765 kV, 400 kV & 220 kV future line bays shall be kept considering provision of switchable line reactors.	Is Line reactor space required for 220kV future lines. BPC to provide clarity.			No.
141.	RFP Balsane	Existing drawings	BPC to provide the existing/proposed station 400/220kV substations layouts/elevations with present Bay termination marked – 1. 400 kV line bay at Malegaon (Proposed) 2. 220 kV line bay at Shivajinagar (Existing)			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
			3. 220 kV line bay at Vikharan (Existing)			enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document.
142.	RFP Balsane	Existing Auxiliary system drawings	It is understood that the existing/proposed 400 & 220kV substations (remote end) are designed with the additional ACDB & DCDB feeders required for the scope as per the RFP. Please confirm.			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
						coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document.
143.	RFP Balsane	Existing Auxiliary system drawings	It is understood that the existing/proposed 400 & 220kV substations (remote end) are having sufficient capacity of LT Trafo, DG set, battery and battery charger to cater the load requirement for the present scope. Please confirm.			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
144.	RFP Balsane	Existing Auxiliary system drawings	We understand that no new FFPH system is required on existing substations. TSP will extend the existing hydrant pipe for bays as per the scope.			The bidders' understanding is correct. Scope of work shall be as per RFP. For further information bidders are advised to visit the site and acquaint themself with the provisions/facilities available at substation and the quantum of necessary work involved for accommodating the necessary bays in existing substations. These works shall be in the scope of the TSP. Please also refer Clause no 2.5.7 of the RFP Document.
145.	RFP Balsane	Scope of Work	BPC to provide the following drawings for the existing (remote end) substations – a. SLD (with new bays assigned) b. Cable Trench layout			400 kV Malegaon is proposed substation information regarding the same can be available after

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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. Drain Layout d. Earthmat layout / Resistivity value e. Substation Automation system (Make/Model) f. PLCC/FOTE make/model in the existing substations g. FFPH system layout h. Existing Busbar make/model			completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document.
146.	RFP Balsane	Existing SCADA System	We have not considered HMI for the remote end substations. Please confirm.			Scope of work shall be as per RFP. However, bidders are advised to visit the site and acquaint themself with the provisions/facilities available at substation and the quantum of necessary work involved for accommodating the necessary bays in

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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 substations. These works shall be in the scope of the TSP. Please also refer Clause no 2.5.7 of the RFP Document.
147.	RFP Balsane	B.3.7 Visual monitoring system (VMS) for watch and ward of substation premises	BPC to provide the VMS make for the existing/proposed (remote end) substations.			400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

<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>148.</td>
<td>RfP</td>
<td>....The TSP will be required to establish the following Intra State Transmission System for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule).. ... .
<table>
<tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr>
<tr><td>Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level....</td><td rowspan="3">24 MONTHS</td></tr>
<tr><td>LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane</td></tr>
<tr><td>400 kV D/C line from 765 kV AIS</td></tr>
</table>
</td>
<td>Space for bay extension works at Malegaon S/s (Proposed), Shivajinagar S/s (Existing) and Vikharan S/s (Existing):

• Whether the space shall be provided on "free of cost basis" or "on lease basis".

• In case Space is provide 'on lease basis', what will be charges?

• In case Space is provide 'on lease basis', what will be terms & condition of lease agreement?

• The space for bay extension works at Malegaon S/s (Proposed), Shivajinagar S/s (Existing) and Vikharan S/s (Existing) will be provided to TSP on an 'as-is, where-is' basis or if the land will be levelled prior to transfer.

• What is the timeline for handling over of land for construction?

In case no clarity is provided, it is presumed that TSP shall be deemed to have completed its scope of works on the SCODs for other elements</td>
<td></td>
<td>For clarity and determination of tariff.</td>
<td>No charge is envisaged for Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) substation.

However, In case of land constraints it is up to the discretion of the TSP, whether to opt for GIS bays or Procure suitable land adjacent to the substations.

Space at existing substations shall be provided to TSP on an 'as-is, where-is' basis. For further details, TSP to coordinate with the substation incharge.</td>
</tr>
</table>

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		Balsane to 400 kV Malegaon (Proposed) LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) *Note:* *1. Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/*	and shall be entitled to receive transmission charges in case the land for bay extension works at Malegaon S/s (Proposed), Shivajinagar S/s (Existing) and Vikharan S/s (Existing) is not provided within 3 (three) months of acquisition of subject project SPV by the successful bidder.			

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

<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>Future Utility. However, in case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.
2. In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.</td><td></td><td></td><td></td><td></td></tr>
<tr><td>149.</td><td>RfP</td><td>....The TSP will be required to establish the following Intra State Transmission System for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule).. ... .
<table><tr><th>Name of the Transmission Element</th><th>Scheduled COD</th></tr><tr><td>Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus</td><td>24 MONTHS</td></tr></table></td><td>Kindly confirm whether O&M of bays at Malegaon S/s (Proposed), Shivajinagar S/s (Existing) and Vikharan S/s (Existing) are in the scope of TSP.

However, in case O&M is to be carried out by the existing owner on behalf of TSP, it is understood that TSP shall be liable to pay O&M Charges as per CEA guideline issued on 22/06/2023 in line with prevailing practice in ISTS TBCB projects. Kindly confirm.</td><td></td><td>The bidder can submit the realistic tariff bid.</td><td>O&M of bays at Malegaon S/s (Proposed), Shivajinagar S/s (Existing) and Vikharan S/s (Existing) are in the scope of TSP.

In case the O&M is done by the existing substation owner.

The O&M Charges shall be applicable as per the provisions of MERC Regulations as amended from time to time. Please refer MERC Order dated</td></tr>
</table>

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		Reactor at 400 kV level.... LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan				28.03.2025 in Case No. 178 of 2024.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		(MAHAGENCO Solar WIP) |				
		Note: *1. Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/ Future Utility. However, in case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.* *2. In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*				
150.	RfP Documents	….The TSP will be required to establish the following Intra State Transmission System for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule).. … …. **Name of the Transmission Element** | **Scheduled**	As per the provisions of RfP, *Space for* bay extension works at Malegaon S/s (Proposed), Shivajinagar S/s (Existing) and Vikharan S/s (Existing) shall be provided by existing/ Future Utility . *However, in case of land constraints TSP may opt for GIS bays / procure suitable land adjacent to the substations*		Bidder needs information for proper estimation	In case of land constraints it is up to the discretion of the TSP, whether to opt for GIS bays or Procure suitable land adjacent to the substations.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
			COD	Considering the uncertainty about the availability of land and uncertainty in scope of work, i.e, construction of AIS/GIS bays at Malegaon S/s (Proposed), Shivajinagar S/s (Existing) and Vikharan S/s, it will be very difficult to firm up the price for preparation of RfP bid. The same will also create undue advantage to some participants. In order to ensure level playing field for all the bidders, following may be clarified: (i) Based on availability of land area identified for bay extension works at Malegaon S/s (Proposed), Shivajinagar S/s (Existing) and Vikharan S/s the type of bays AIS or GIS shall be clearly defined in the scope of work. In case of GIS, technical specifications etc. may also be issued.			Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document.
			Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level....	24 MONTHS			
			LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane				
			400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)				
			LILO on 400 kV D/C line from Dhule				

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		(MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) *Note:* *1. Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/ Future Utility. However, in case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.*				

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

<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>2. In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.</td><td></td><td></td><td></td><td></td></tr>
<tr><td>151.</td><td>RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"</td><td>Clause No. 2
<table><tr><th>Sl. no.</th><th>Name of Transmission Element</th><th>Scheduled COD in months from effective date</th></tr><tr><td>3.</td><td>400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)

• 400 kV line end bays at 400 kV Malegaon (Propose</td><td>24 months</td></tr></table></td><td>1. In order to have equal platform for bidding it is requested BPC may specify requirement of AIS or GIS bays at existing substation.

We understand that at 400kV Malegaon S/S (proposed), 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP), AIS bays are envisaged and sufficient space for same is available which shall be provided by existing/future utility.

Kindly confirm our understanding.

Please provide clear and specific bay marking on the SLD / GA Drawing of 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations corresponding to the</td><td></td><td>Bidder needs information for proper estimation</td><td>In case of land constraints it is up to the discretion of the TSP, whether to opt for GIS bays or Procure suitable land adjacent to the substations.

The available information is enclosed as Annexure A.</td></tr>
</table>

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
				d)-02 Nos.	present scope of work envisaged at these substations.			
			5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajina gar with HPC conductor (600 MW each) • 220 kV line end bays at 220 kV Shivajina gar (Existing) -02 Nos.				

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		6. 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing) -02 Nos. **Note:** 1. Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/Future Utility. However, In case of land				

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

<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>constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.</td><td></td><td></td><td></td><td></td></tr>
<tr><td>152.</td><td>RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"

ANNEXURE- C

Clause No. B.1.2</td><td>Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:<table><tr><th>Substation</th><th>765 kV side</th><th>400 kV side</th><th>220 kV</th></tr><tr><td>765/400/220 kV AIS Balsane</td><td>One and half breaker</td><td>One and half breaker</td><td>Double Main and Transfer</td></tr></table></td><td>We understand following Switching Scheme to be followed for Extension of existing substations:<table><tr><th>Substation</th><th>400 kV side</th><th>220 kV</th></tr><tr><td>400 kV Malegaon (Proposed)</td><td>One and half breaker</td><td>-</td></tr><tr><td>220 kV Shivajinagar (Existing)</td><td>-</td><td>Double Main and Transfer</td></tr><tr><td>220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)</td><td>-</td><td>Double Main and Transfer</td></tr></table></td><td></td><td>Bidder needs information for proper estimation</td><td>400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process.

The available information is enclosed as Annexure A.

Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge.</td></tr>
</table>

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
						Please also refer Clause no 2.5.7 of the RFP Document.
153.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	**B.1.1 Insulation Coordination of SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION Page-148** **9.0 Given Parameters Minimum creepage distance for switchyard equipment:** • **765 kV - 31mm/kV** • **400 kV - 31mm/kV** **220 kV -25mm/kV**	1. We understand that same creepage is to be considered for all voltage class in one substation. Please clarify whether creepage distance of 25 mm/kV or 31 mm/kV is to be considered for 765/400/220kV Balsane S/S. 2. Further we understand that, creepage distance applicable for all equipments to be supplied at 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations shall be 25mm/kV. Please confirm.		Bidder needs information for proper estimation	1. Minimum creepage distance for 765/400/220 kV Balsane Ss shall be considered as 31 mm/kV. It shall be considered as 31mm/kV
154.	RFP to Establish Intra-State Transmissi	**B.1.1 Insulation Coordination of SPECIFIC TECHNICAL**	BPC is requested to provide the insulation coordination data for extension works at 400kV Malegaon, 220kV Shivajinagar and 220kV		Bidder needs information for proper estimation	CEA Technical Standards for Construction of Electrical Plants and

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
	on System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	**REQUIREMENTS FOR SUBSTATION**	Vikharan (MAHAGENCO Solar WIP) substations.			Electric Lines and its amendments thereof, shall be followed.
155.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	**B.1.1 Insulation Coordination of SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION**	The RFP specifies one-minute power frequency dry withstand voltages of 960 kV for 765 kV systems and 650 kV for 400 kV systems. However, as per CEA guidelines, these values are applicable to GIS only. For AIS, the power frequency dry withstand voltages are 830 kV and 630 kV respectively. Since 765/400/220kV Balsane is an AIS substation, the values should be revised accordingly.		Bidder needs information for proper estimation	CEA Technical Standards for Construction of Electrical Plants and Electric Lines and its amendments thereof, shall be followed.
156.	RFP to Establish Intra-State Transmission System for i.e.	**B.1.1 Insulation Coordination of SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION**	RFP specifies Switching impulse withstand voltage (250/2500 micro sec.) dry and wet for 220kV system as 460kVp. However, one-minute power frequency dry withstand		Bidder needs information for proper estimation	CEA Technical Standards for Construction of Electrical Plants and Electric Lines and its

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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>"Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"</td><td><table><tr><th>S. No.</th><th>Description of parameters</th><th>220 kV System</th></tr><tr><td>5 (ii)</td><td>Switching impulse withstand voltage (250/2500 micro sec.) dry and wet</td><td>460 kVp</td></tr><tr><td>5 (iii)</td><td>One minute power frequency dry withstand voltage (rms)</td><td>-</td></tr></table></td><td>voltage (rms) for 220kV system has not been specified.

We understand above is a typographical error and as per CEA guidelines, following shall be applicable for 220kV system:

<table><tr><th>Description of parameters</th><th>220 kV System</th></tr><tr><td>Switching impulse withstand voltage (250/2500 micro sec.) dry and wet</td><td>NA</td></tr><tr><td>One minute power frequency dry withstand voltage (rms)</td><td>460 kVp</td></tr></table></td><td></td><td></td><td>amendments thereof, shall be followed.</td></tr>
<tr><td>157.</td><td>RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"</td><td>Space for 765 kV, 400 kV & 220 kV future line bays shall be kept considering provision of switchable line reactors.</td><td>It is understood that provision of line reactors shall be applicable only for future 765kV & 400kV line bays. However, all future 220kV line bays shall be considered without any line reactor.

Further, bidder understands that this clause shall be applicable for the future lines mentioned to be with line reactor only. In case only line bay is mentioned this shall not be applicable.</td><td></td><td>Bidder needs information for proper estimation</td><td>Bidders understanding is correct.</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
			Please confirm.			
158.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	B.2.4 (d) *For existing substations, the existing bus bar protection shall be augmented as per requirement.*	For Extension of 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations kindly provide whether existing Busbar protection system is Centralised or De-centralised at existing substation. Please also confirm make & model of existing busbar. Further, we understand that existing Busbar protection system has adequate capacity to integrate Bays under present scope. Also, in case existing Busbar protection is De-centralized type, kindly confirm whether Peripheral units for Bays under present scope are to be provided by TSP or already existing at these SS. Kindly confirm.		Bidder needs information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document
159.	RFP to Establish Intra-State Transmission System	**Substation Automation System** .	For Extension of 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations, we assume that there is adequate provision in the existing		Bidder needs information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after

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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 i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" Annexure-C B.2.5	. *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*	Substation Automation System to integrate IEDs/Signals associated with the present scope bays extension works. Kindly confirm.			completion of bidding process. Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document
160.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" Annexure-C	All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 g/m2 , however, for coastal/creek regions it shall be at least 900 g/m2 . (if applicable)	We understand that proposed 765/400/220kV kV AIS Balsane S/S and existing 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations are non-coastal regions and accordingly provisions for coastal region does not apply. Kindly confirm.		Bidder needs information for proper estimation	Bidder understanding is correct Provisions of RFP documents are amply clear in this regard and shall prevail.

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Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
	B.4 (d)					
161.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" Annexure-C B.3.1 (vi)	***AC and DC power supplies*** *For substation extensions, existing facilities shall be augmented as required.*	For Extension of 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations, we understand that existing AC/DC Distribution Boards have adequate feeders for bays under present scope. Please also confirm existing DC control voltage at these substations. Kindly confirm.		Bidder needs information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document
162.	RFP to Establish Intra-State Transmission System for i.e. "Establish	*General Query for* Extension of 400 kV AIS Karjat (Existing) and 400 kV AIS Lonikand- II (existing) substations,	For Extension of 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations, we understand that land is fairly levelled for bays under present scope.		Bidder needs information for proper estimation	Bidders are requested to visit the site and ascertain the site condition in coordination with the substation owner.

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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
	ment of 765/400/220 kV AIS Balsane (Dist. Dhule)"		Kindly confirm.			Please also refer Clause no 2.5.7 of the RFP Document.
163.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	B.3.2 **Fire Fighting System** At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements	For Extension of 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations, we understand that existing Fire Fighting System/Panels have adequate capacity for integration works under present scope. Kindly confirm.		Bidder needs information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 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
164.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	B.3.7 **Visual monitoring system (VMS) for watch and ward of substation premises** At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.	For Extension of 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations, we understand that VMS system is present at existing substation and that the same have adequate capacity for augmentation of cameras under present scope. Please also confirm make and model of existing VMS. Kindly confirm.		Bidder needs information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document
165.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of	B.4 (b) *Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However,*	For Extension of 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations, we understand that the auxiliary system viz. LT Transformer, DG set, Battery, Battery chargers are of adequate capacity to meet the power supply requirement of present		Bidder needs information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process.

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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
	765/400/220 kV AIS Balsane (Dist. Dhule)"	*interface points shall be considered keeping in view the existing design/arrangement at the substation.*	scope bays also and there is no need of capacity enhancement thereof. Please confirm.			The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document
166.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	B.4 (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.*	Kindly provide the below mentioned existing drawings for extension of existing 400kV Malegaon SS: 1. SLD indicating present scope 2. General Arrangement indicating present scope 3. Electrical Layout Plan & Section 4. Earthmat layout 5. Structure Layout Plan & Section 6. VMS layout (with make & model) 7. SAS Architecture drawing (with make & model)		Bidder needs information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. Please also refer Clause no 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
			8. Scheme drawing for Bus bar protection system (with make & model) 9. Control Room Building layout 10. Cable trench layout 11. Existing Switchyard Panel Room Layout 12. Existing Fire Annunciation Panel Layout 13. Existing drawing of LT AC & DC system (220V & 48V) (marked with feeders to be used for present scope) 14. Soil Investigation Report 15. Drawings of existing Tower & Beams Gantry structures (that are required to extended for bays under present scope)			
167.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane	B.4 (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*	Kindly provide the below mentioned existing drawings for extension of existing 220kV Shivajinagar Substation: 1. SLD indicating present scope 2. General Arrangement indicating present scope 3. Electrical Layout Plan & Section 4. Earthmat layout		Bidder needs information for proper estimation	The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge.

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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
	(Dist. Dhule)"	*design/arrangement at the substation.*	5. Structure Layout Plan & Section 6. VMS layout (with make & model) 7. SAS Architecture drawing (with make & model) 8. Scheme drawing for Bus bar protection system (with make & model) 9. Control Room Building layout 10. Cable trench layout 11. Existing Switchyard Panel Room Layout 12. Existing Fire Annunciation Panel Layout 13. Existing drawing of LT AC & DC system (220V & 48V) (marked with feeders to be used for present scope) 14. Soil Investigation Report Drawings of existing Tower & Beams Gantry structures (that are required to extended for bays under present scope)			Please also refer Clause no 2.5.7 of the RFP Document
168.	RFP to	B.4 (b)	Kindly provide the below mentioned existing drawings for extension of		Bidder needs information for	The available information is

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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
	Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	*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.*	existing 220kV Vikharan (MAHAGENCO Solar WIP) Substation: 1. SLD indicating present scope 2. General Arrangement indicating present scope 3. Electrical Layout Plan & Section 4. Earthmat layout 5. Structure Layout Plan & Section 6. VMS layout (with make & model) 7. SAS Architecture drawing (with make & model) 8. Scheme drawing for Bus bar protection system (with make & model) 9. Control Room Building layout 10. Cable trench layout 11. Existing Switchyard Panel Room Layout 12. Existing Fire Annunciation Panel Layout 13. Existing drawing of LT AC & DC system (220V & 48V)		proper estimation	enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 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
			(marked with feeders to be used for present scope) 14. Soil Investigation Report Drawings of existing Tower & Beams Gantry structures (that are required to extended for bays under present scope)			
169.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	*General Query for* 400kV Malegaon, 220kV Shivajinagar and 220kV Vikharan (MAHAGENCO Solar WIP) substations	Please confirm if the existing Tower and Gantry Structures at interface point for bays under present scope is extendable or not. Kindly confirm.		Bidder needs information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process. The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge.

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						Please also refer Clause no 2.5.7 of the RFP Document
170.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	*General queries for 765 kV & 400 kV LILO D/C Line.*	As per Scope existing PLCC Panels are to be relocated at 765/400/220kV Balsane S/S for transmission for which LILO at Balsane is envisaged, this can't be assessed without knowing make and model of PLCC panels. Please provide make and model for existing PLCC panels of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS & 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat).		Bidder needs information for proper estimation	Bidders are requested to visit the site and ascertain the necessary details in coordination with the substation owner. Please also refer Clause no 2.5.7 of the RFP Document.
171.	RFP to Establish Intra-State Transmission System for i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"	*Location details of existing / proposed substations:* *a. 765/400/220 kV AIS Balsane (Proposed): New substation which is to be implemented under proposed scheme. (Latitude-21°13'47.00"N ,Longitude 74°39'40.96"E)* *b. 220 kV Shivajinagar(Existing): Latitude -21°04'47"N, Longitude-74°20'48"E*	Please also provide location details of following terminal substations: *i) Dhule (MSETCL)* *ii) Sardar Sarovar SSP (Gujarat)* *iii) Dhule (BDTCL)* *iv) Khandwa PS*		Bidder needs information for proper estimation	Please also refer Clause no 2.5.7 of the RFP Document

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		c. 220 kV Vikhran (Existing): Latitude 21°15'23"N, Longitude-74°36'26"E d. 400 kV Malegaon (Proposed): Latitude- 20o 26'52.78"N, Longitude-74o 22'7.73"E				
172.	Request for Proposal Notification	C.4.0 LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	Kindly confirm the total route length for ***Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat)*** *which is getting LILO at 765 kV AIS Balsan*			Bidders are requested to visit the site and ascertain the necessary details in coordination with the line owner. Please also refer Clause no 2.5.7 of the RFP Document.
173.	Request for Proposal Notification	C 2.0 LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	Kindly confirm the total route length for **Dhule (BDTCL) to Khandwa PS** *which is getting LILO at 765 kV AIS Balsan*			Bidders are requested to visit the site and ascertain the necessary details in coordination with the line owner. Please also refer Clause no 2.5.7 of the RFP Document.
174.	Request for Proposal	C 7.0 FOTE requirement for 765/400/220 kV Line bays at all remote end substations	We understand that FOTE is not required for following remote			Scope of work shall be as per RFP. However, bidders are advised to

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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
	Notification		substations from which lines are getting LILO for i) ***Dhule (MSETCL*** ii) ***Sardar Sarovar SSP (Gujarat)*** iii) **Dhule (BDTCL)** iv) **Khandwa PS** Kindly confirm our understanding			visit the site and acquaint themself with the provisions/facilities available at substation and the quantum of necessary work involved for accommodating the necessary bays in existing substations. These works shall be in the scope of the TSP. Please also refer Clause no 2.5.7 of the RFP Document.
175.	Request for Proposal Notification	Annexure-F.1 Next Generation Firewall (NGFW) TSP shall provide 2 NGFW one in Main and another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE and SAS gateway/s at the substation. All ethernet based applications shall be	Separate Firewalls/RCFs to be considered for SAS/SCADA data and data PMU, AMR,VOIP.	TSP shall provide 2 **Firewall/RCF** one in Main and another in Standby mode having electrical ethernet interfaces/ports and placed between FOTE and	Considering that NGFW requires centralized management for updates and connectivity to the Internet which is not feasible for air-gapped networks, RCF (Router cum	TSP shall deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/ notification and their amendments thereof.

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		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).		SAS gateway/s at the substation.	Firewall) should also be allowed. Also, the attack surface associated with SAS/SCADA system differs significantly from that of PMU, AMR, and VOIP system. SAS/SCADA system carries greater risk and impact because it's closely tied to core operational systems and has device controls. Accordingly, Firewall shall be segregated as per type of system being handled and the level of protection it demands.	

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176.	Request for Proposal Notification	Annexure-F.1 Next Generation Firewall (NGFW) 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.	Applicability of EAL 4+ Common Criteria certification for electrical Substation environment	Firewall shall be tested and certified for ISO15408 Common Criteria for least EAL4+. ***-This Clause to be deleted***	EAL 4+ certification is not available for OT environment Firewalls/RCF. The OT specific devices conform to IEC 62443-4- 1 standard.	TSP shall deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/ notification and their amendments thereof.
177.	Request for Proposal Notification	Annexure F.2 Specifications of Next Generation Firewall (NGFW) 1. ...Deep Packet Inspection...Anti-Virus, Anti-Spyware...		Deep Packet Inspection, Anti-Virus, Anti-Spyware ***-These features to be deleted***	The specified features (Deep Packet Inspection, Anti-Virus, Anti-Spyware etc.) are generally not available with OT specific ruggedized) firewalls/RCF as these features are not relevant in OT specific data	TSP shall deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/ notification and their amendments thereof.

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					communication protocols such as IEC 104. Further, these features require internet connection for signature updates, which shall defeat the requirement of Air-gap between OT & IT networks as envisaged in CEA cyber security guidelines.	
178.	Request for Proposal Notification	Annexure F.2 Specifications of Next Generation Firewall (NGFW) 3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline	Applicability of Anti-Virus feature	To be deleted	The Anti-Virus feature asked is not relevant in OT specific data communication protocols such as IEC 104. Further providing internet	TSP shall deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/

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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
					connection to S/s firewall is not practically feasible and defeats the core purpose of Air-gap between OT & IT networks as envisaged in CEA cyber security guidelines.	notification and their amendments thereof.
179.	Request for Proposal Notification	Annexure F.2 Specifications of Next Generation Firewall (NGFW) 6. Firewall shall be rack mounted in existing standard equipment cabinets	Mounting of Firewalls	Firewalls shall be rack/DIN mounted in existing standard equipment cabinets.	OT specific (ruggedized) firewalls/RCF usually come in DIN mounting. Both type of mounting should be allowed.	TSP shall deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/ notification and their amendments thereof. Scope of RfP shall prevail
180.		Annexure F.2	Support for ICCP, Sub-Station Automation System (IEC 61850) in	Firewall/RCF shall have	The Firewall acts as	TSP shall deploy Cyber Security

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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
		Specifications of Next Generation Firewall (NGFW) 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.	Firewall/RCF	support of SCADA applications (IEC-60870-5-104) and PMU (IEEE C37.118) protocols	perimeter security 21 towards RLDC/SLDC communicatio n rom substation. Hence, support of IEC-60870-5-104 is only to be specified. The Other specified protocols "IEEE C37.118, ICCP, IEC 61850, Ethernet and other substation environment protocols" are not relevant for this placement. Moreover, OT specific	System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/ notification and their amendments thereof. Scope of RFP Shall prevail.

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Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
					firewalls/RCF do not support all these specified protocols	
181.		Annexure F.2 Specifications of Next Generation Firewall (NGFW) Firewall time shall be kept synchronised to official Indian Timekeeping agency, time.nplindia.org.	Requirement of synchronization With time.nplindia.org	Firewall/RCF time shall be kept synchronized to GPS available at substation	The firewall shall be synchronized with GPS available in substation. The connectivity to time.nplindia.org is not feasible for OT Air gap network.	TSP shall deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation, from its date of publication/ notification and their amendments thereof.
182.	RFP	**Scope of the Transmission Scheme** Sl.no: 5. 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each).	1. For "220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)" transmission line, HPC conductor (600 MW each) is mentioned. It is assumed that 600 MW power shall be transmitted through each circuit and single conductor shall be used. Please confirm. Also, BPC is requested to provide details of the HPC conductor such as		Bidder needs the information for proper estimation	Bidders understanding is correct. A suitable conductor capable of transmitting 600 MW through each circuit shall be selected by the bidder.

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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
			Type, Diameter, Strands, Maximum DC Resistance, Minimum UTS, Ampacity values etc.			
183.	RFP	**Clause No A.9.0 of Annexure-C in RFP** Conductor bundle and for 220 kV D/C lines	Please note that since conductor bundle for 220kv lines is not given, it is assumed that single conductor shall be used. Kindly confirm. If twin bundle is to be used, kindly provide the bundle spacing.		Bidder needs the information for proper estimation	Bidders understanding is correct.
184.	RFP	**Clause No A.9.0 of Annexure-C in RFP** Phase to phase spacing for 220 kV D/C lines	BPC is requested to provide the phase to phase spacing for 220 kV D/C line. As per clause 7.3.1 of IS 5613 Part 2/ Sec1, minimum phase to phase for 220kV is mentioned as 4.9 m respectively. Kindly confirm whether tower tested with phase-to-phase clearances as per IS standard can be used in the subject bid.		Bidder needs the information for proper estimation	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.
185.	RFP	**Scope of the Transmission Scheme** 2. LILO of 765 kV D/C line from Dhule (BDTCL) to	Please specify the details of the below-mentioned existing lines such as Conductor, OPGW etc.,		Bidder needs the information for proper estimation	Bidders are requested to visit the site and ascertain the necessary details in

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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
		Khandwa PS at 765 kV AIS Balsane 4. LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane. Note: 2. In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.	765 kV D/C line from "Dhule (BDTCL) to Khandwa PS" 400 kV D/C line from "Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat)"			coordination with the line owner. Please also refer Clause no 2.5.7 of the RFP Document.
186.	RFP	Annexure - D	As per latest revision of IS 1893 (Part 1): 2025 (Design Earthquake Hazard and Criteria for Earthquake-Resistant Design of Structures — Code of Practice Part 1 General Provisions) There are major changes in earthquake zones (zone VI added with higher zone factors) further zone factors are also increased which shall have significant increase in foundation & RCC structure BOQs. Specially updates in liquefaction potential calculation of soil, most of the foundations will become heavier		Bidder needs the information for proper estimation	Specifications provided in RFP/relevant CEA guidelines to be followed.

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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
			requiring large diameter RCC piles, wherever soil is loose to medium dense. IS 1893 (Part 1): 2025: Issued in November 2025. IS 1893 (Part 8): Steel towers: Not issued yet. Please confirm whether IS 1893 (Part 1): 2025 to be strictly followed or IS 1893 (Part 1): 2016 can be followed till Part 8 Steel towers of latest code is issued.			
187.	RFP	Secttion-1, Clause 1.2 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos	BPC is requested to share the following drawings/documents for extension work at Malegaon (Proposed): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout Earthmat layout		Bidder needs the information for proper estimation	400 kV Malegaon is proposed substation information regarding the same can be available after completion of bidding process of the same. Please also refer Clause no 2.5.7 of the RFP Document
188.	RFP	Secttion-1, Clause 1.2 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos	Bidder understands that the TSP needs to follow RFP requirements only. TSP is not to follow any requirements based on SS owners standard outside RFP requirement.			Provisions of RFP documents shall prevail. Please also refer Clause no 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
189.	RFP	Secttion-1, Clause 1.2 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos.	BPC is requested to share the following inputs for the extension work at 220 kV Shivajinagar (existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench		Bidder needs the information for proper estimation	The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document
190.	RFP	Secttion-1, Clause 1.2 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos.	BPC is requested to share the following drawings/documents for extension work at 220 kV Shivajinagar (existing):		Bidder needs the information for proper estimation	The available information is enclosed as **Annexure A.**

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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
			1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout Earthmat layout			Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 2.5.7 of the RFP Document
191.	RFP	Secttion-1, Clause 1.2 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos.	Bidder understands that the TSP needs to follow RFP requirements only. TSP is not to follow any requirements based on SS owners standard outside RFP requirement.		Bidder needs the information for proper estimation	Provisions of RFP documents shall prevail. Please also refer Clause no 2.5.7 of the RFP Document.
192.	RFP	Secttion-1, Clause 1.2 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	BPC is requested to share the following inputs for the extension work at 220 kV Vikharan (existing): 1. Availability of space in existing Control room 2. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work		Bidder needs the information for proper estimation	The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge.

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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
			4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. 7. Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench			Please also refer Clause no 2.5.7 of the RFP Document
193.	RFP	Secttion-1, Clause 1.2 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	BPC is requested to share the following drawings/documents for extension work at 220 kV Vikharan (existing): 1. GA and SLD of the existing SS with scope of work clearly marked on it. 2. Soil investigation report 3. Cable trench layout Earthmat layout		Bidder needs the information for proper estimation	The available information is enclosed as **Annexure A.** Further, bidders are requested to visit the site and ascertain the necessary details in coordination with the substation incharge. Please also refer Clause no 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
194.	RFP	Secttion-1, Clause 1.2 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.	Bidder understands that the TSP needs to follow RFP requirements only. TSP is not to follow any requirements based on SS owners standard outside RFP requirement.		Bidder needs the information for proper estimation	Provisions of RFP documents shall prevail. Please also refer Clause no 2.5.7 of the RFP Document.
195.	RFP	Clause 1.2 :Note 1 Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/Future Utility. However, In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.	As the cost impact and technology requirement for AIS and GIS are significantly different, BPC is requested to clearly mention whether to proceed with GIS or AIS with additional land. In Case of GIS BPC is requested to clearly demarcate the allocated space inside existing substation along with GIS specification for feasibility assessment.		Bidder needs the information for proper estimation	400 kV Malegaon is proposed AIS substation with provision of space for termination of 400 kV DC line from 765 kV Balsane. The available information is enclosed as **Annexure A.** For further, information bidders are requested to visit the site and ascertain the necessary details in coordination with the substation in charge.

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						Please refer Clause no 2.5.7 of the RFP
196.	RFP	Clause B.1.2 Space for 765 kV, 400 kV & 220 kV future line bays shall be kept considering provision of switchable line reactors.	BPC is requested confirm whether the line reactors to be considered for 220 kV future line bays		Bidder needs the information for proper estimation	No, line reactors not to be considered for 220 kV future line bays.
197.	RFP	Secttion-1, Clause 1.2 LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	BPC is requested to confirm the existence of OPGW in the existing 765 kV D/C line from Dhule (BDTCL) to Khandwa PS and also share the make and model of FOTE equipment.		Bidder needs the information for proper estimation	Bidders are requested to visit the site and ascertain the necessary details in coordination with the line owner. Please also refer Clause no 2.5.7 of the RFP Document.
198.	RFP	Secttion-1, Clause 1.2 LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane.	BPC is requested to confirm the existence of OPGW in the existing 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) and also share the make and model of FOTE equipment.		Bidder needs the information for proper estimation	Bidders are requested to visit the site and ascertain the necessary details in coordination with the line owner. Please also refer Clause no 2.5.7 of the RFP Document.
199.	RFP	Secttion-1, Clause 1.2 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos	Bidder understands that 400 kV tie bays associated with the 2 Nos of lines bays under current extension at 400 kV Malegaon are already existing and shall be made available		Bidder needs the information for proper estimation	400 kV Malegaon is a proposed substation and TSP has to provide 400 kV Tie

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			to TSP. Hence Bidder need to consider only 2 Nos of 400 bays. Please confirm.			bay along with line bays under present scope at 400 kV Malegaon substation.
200.	RFP	Clause B.1.2	Bidder understands that under DMT schemes the configuration on main bus 1 & 2 are for the operation aspect. Please confirm.		Bidder needs the information for proper estimation	Bidders understanding is correct.
201.	RFP	Clause 1.2 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos	BPC is requested to confirm the status & SCOD of 400 kV Malegaon(Proposed) Sub-Station. Further, In the event of any delay in the completion of the Malegaon (proposed) substation and completion of 400 kV line end bays at 400 kV Malegaon (Proposed)-element by TSP it shall be considered under deemed commissioning and tariff of this element shall be released along with other elements upon commissioning of the other elements of project.		Bidder needs the information for proper estimation	400 kV Malegaon substation is proposed substation and bidding process is yet to start. The relevant provision of the TSA regarding deemed COD shall prevail.
202.	RFP	Clause 1.2 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos.	BPC to confirm the Data dumping point and Data reporting path for all the Stations under present bid to SLDC and RLDC (for PMU).		Bidder needs the information for proper estimation	The establishment of data communication link between Remote End Stations and SLDC is in the scope of TSP for 765 kV Balsane 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
		220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.				
203.	TSA	**Note:** 1. Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/Future Utility. However, In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.	BPC is requested to provide clarification on the following: 1. What is the timeline for providing the land by the Utility for present scope of work at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing)? 2. We understand that space shall be provided free of cost by existing utility/TSP for present scope of work at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing). If there is any delay in providing the land then who shall be held responsible and whether such delay shall be covered under Force Majeure?		Bidder needs the information for proper estimation	No charge is envisaged for Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) substation. For further details, TSP to coordinate with the substation owner.

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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
204.	**RFP**	Scope of Work :220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP)	BPC is requested to confirm the status & SCOD of 220 kV Vikharan (MAHAGENCO Solar WIP). Further, In the event of any delay in the completion of the 220 kV Vikharan (MAHAGENCO Solar WIP) and completion of 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan element by TSP it shall be considered under deemed commissioning and tariff of this element shall be released along with other elements upon commissioning of the other elements of project		Bidder needs information for proper estimation.	220 kV Vikhran S/Stn is commissioned on Date: 24.12.2025. Further, provisions of TSA are amply clear in this regard and shall prevail.
205.	RfP Documents	....The TSP will be required to establish the following Intra State Transmission System for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule).. ... . **Name of the Transmission Element** / **Scheduled COD**	**<u>Tendering/ Completion Schedule of Malegaon (proposed) S/s</u>:** • It is requested to provide tendering status and completion schedule of Malegaon (proposed) S/s? **<u>Space for bay extension work at Malegaon (proposed) S/s</u>** • As mentioned in RfP Documents, Space for 400 kV line bays at Malegaon (Proposed) shall be provided by Owner of Malegaon (proposed) S/s. It is understood that space at Malegaon (proposed)		For clarity and determination of tariff.	400 kV Malegaon substation is proposed substation and bidding process is yet to start. The relevant provision of the TSA regarding deemed COD shall prevail.

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Sl. No.	Name of the Document	Clause No. and Existing provision		Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level....	24 MONTHS	S/s will be provided for bay extension work just after acquisition of SPV for termination of 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed). In case of delay in handing over of space, the same shall be claimable under Change in law. Alternatively, bay extension work at Malegaon (proposed) may be deleted from the present scope and bays for termination of line shall be provided by owner of Malegaon (proposed) matching timelines of subject project.			
		LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane					
		400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)					
		LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane					

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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
		220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) *Note:* *1. Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/ Future Utility. However, in case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.* *2. In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*				

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206.	Rfp Documents	**Annexure – C SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES ClauseA7.0 –** The relevant conductor configuration shall be as follows: - **(a) For all 765 kV lines under present scope** Type of conductor: ACSR / AAAC / AL59 Basic parameters: …….. ……. **(b) For all 400 kV lines under present scope** Type of conductor: ACSR / AAAC / AL59 Basic parameters: ……..	Zebra Conductor for 765kV D/C line & Moose Conductor for 400kV D/C line with choice of ACSR, AL59 & AAAC Conductor has been mentioned. Further, for LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane and LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane, it is mentioned that technical specifications of Conductor and OPGW should be matching with existing line parameters. Further, technical specifications of existing line may also be specified. BPC may clarify.		The bidder can provide the realistic tariff bid as per standard Tower design practice.	Bidders are requested to visit the site and ascertain the necessary details in coordination with the line owner. Please also refer Clause no 2.5.7 of the RFP Document.
207.	RFP	Section-1, Clause 1.2 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos	BPC is requested to share the following inputs for the extension work at Malegaon (Proposed): 1. Availability of space in existing Control room		Bidder needs the information for proper estimation	400 kV Malegaon is proposed AIS substation with provision of space for termination of 400 kV DC line from 765 kV Balsane.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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. Availability of spare feeders in ACDB and DCDB 3. Availability of space in existing cable trench for extension work 4. Make and model of Busbar protection 5. Make and model of SAS and VMS 6. Availability of CU and PU for the bays under present scope of extension work. **7.** Sufficiency of existing battery, battery charger and LT transformer capacity for extension work Space in existing cable trench			
208.	RfP Documents	**Annexure – C** **SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES** **ClauseA7.0 –** The relevant conductor configuration shall be as follows: - **(c) For all 220 kV lines under present scope**	For 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar, requirement of 600MW per circuit has been mentioned that will require high-capacity Conductor whose details are not specified. Further, conductor bundle configuration (if required) for high-capacity Conductor may also be specified. BPC may clarify.		The bidder can provide the realistic tariff bid as per standard Tower design practice.	Bidder on its own may design configuration of HPC conductor suitable for power flow of 600 MW in each circuit as mentioned in RFP.

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
		Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*				
		220 kV D/C (Zebra) transmission lines	**Zebra: Stranding** 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	**Stranding details:** 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area	**Stranding details:** 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area				

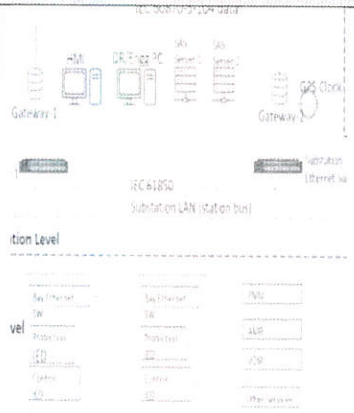
Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
		Minimum UTS : 89.67 kN				
209.	RFP	Survey Details of BPC for line, LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	For LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane, both circuits to be LILO at Balsane. There is approx. 3 kM line length portion between LILO points. We are considering uninstallation of existing towers of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS between two LILO points are not included in current scope of work after LILO connection of both circuits.			No major dismantling is envisaged. However, dismantling if envisaged by TSP any in future TSP shall be required to coordinate with the owner of the respective line for obtaining the required information. The transmission route mentioned in the survey report is indicative. Bidder shall finalize the route after their detailed survey considering the requirement of RFP.

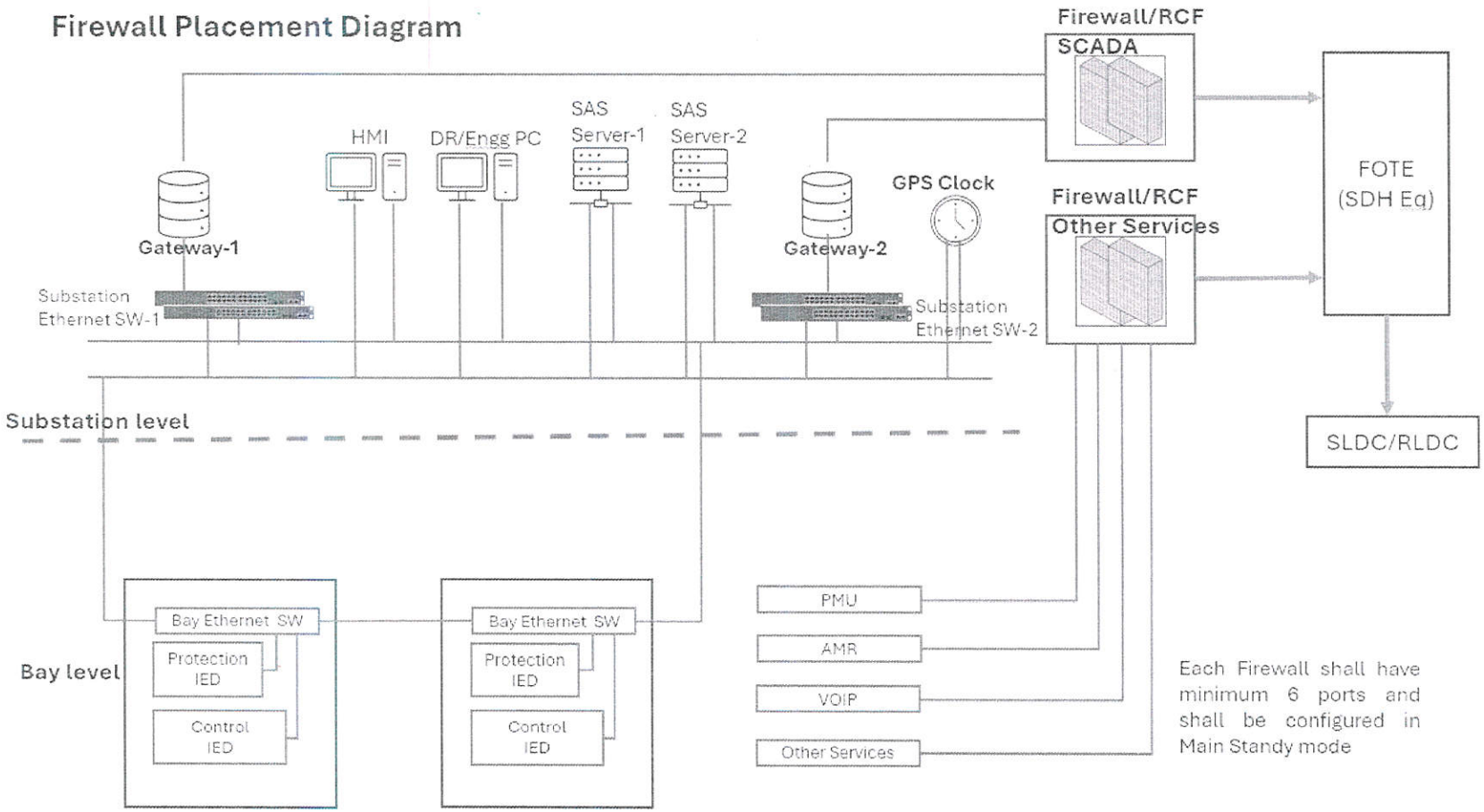
Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

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
						Bidder may visit the site and acquaint themselves with the site conditions. Please also refer Clause 2.5.7 of the RFP Document.
210.	RFP	Survey Details of BPC for line, 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed).	During a site visit to the proposed Malegaon substation location, it was observed that construction by Bazar Samiti is currently underway on the site. Preliminary local inquiries suggest the land belongs to Bazar Samiti, Malegaon. BPC is requested to re-verify the proposed site's availability. If a relocation of proposed substation is necessary, a revised survey should be provided by BPC, as a new location may affect the overall line length.			The provided location of substation is indicative in nature. TSP shall be required to finalize the substation site as per the provision of RFP Documents.
211.		Annexure F.2	Segregation of SCADA data and other type of data	Modified Firewall Placement diagram attached to Annexure F.2	Firewalls should be separated as per type of data being handled and the level of protection it demands.	TSP shall deploy Cyber Security System in compliance with CEA (Cyber Security in Power Sector) Guidelines, 2021 and CEA (Cyber Security in Power Sector) Regulation,

Clarifications dated 16.02.2026 to the RFP Documents for Selection of Bidder as Transmission Service Provider to establish Intra-State Transmission system for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process.

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment	RECPDCL Reply
					Accordingly, modified architecture is proposed.	from its date of publication/ notification and their amendments thereof.

Annexure F.2


Firewall Placement Diagram
Firewall/RCF
SCADA
FOTE
(SDH Eq)
SAS
Server-1
SAS
Server-2
HMI
DR/Engg PC
GPS Clock
Gateway-1
Gateway-2
Firewall/RCF
Other Services
Substation
Ethernet SW-1
Substation
Ethernet SW-2
Substation level
SLDC/RLDC
Bay level
Bay Ethernet SW
Protection
IED
Control
IED
Bay Ethernet SW
Protection
IED
Control
IED
PMU
AMR
VOIP
Other Services
Each Firewall shall have minimum 6 ports and shall be configured in Main Standy mode

ANNEXURE - H

Date: 06.07.2026

CERTIFICATE BY BID EVALUATION COMMITTEE

Subject: **Selection of Successful Bidder as Transmission Service Provider through Tariff Based Competitive Bidding Process for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)"**

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 Resonia Limited, with the lowest annual transmission charges of Rs. 2,367.85 million, emerged as the successful Bidder after the conclusion of electronic reverse auction.

c. The transmission charges of Rs. 2,367.85 million discovered after electronic reverse auction is acceptable.

(Peeyush Sharma)
Chief Engineer, STU,
MSETCL
Chairman, BEC

(Ganeswara Rao Jada)
Director (PSPA-I),
CEA
Member, BEC

(Girish Pantoji)
Chief Engineer (In-Charge),
MSLDC
Member, BEC

(Sandeep Patil)
Chief Engineer (Power Purchase), MSEDCL,
Member, BEC

(Rajesh Raj)
Chairman – SPV
Convener – Member, BEC

Ref. No.: RECPDCL/TBCB/Balsane/2026-27/2339 Date: 17.08.2026

ORIGINAL

ANNEXURE - I

M/s Resonia Limited
RMZ Infinity, 5th Floor,
Plot No.15, Phase-IV,
Udyog Vihar, Gurugram-122015

Kind Attention: Shri Chandan Dutt, AVP

Subject: "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through Tariff Based Competitive Bidding (TBCB) Process **– Letter of Intent.**

Dear Sir,

We refer to:

1. The Request for Proposal (RfP) dated 08.12.2025 comprising RfP, Draft Transmission Service Agreement, Share Purchase Agreement and Survey Report dated 19.12.2025 issued to M/s Resonia Limited, as regards participation in the Global Invitation for Bids for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" 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 22.12.2025,
   (ii) Amendment-II dated 09.02.2026,
   (iii) Clarification dated 16.02.2026,
   (iv) Amendment-III dated 23.02.2026,
   (v) Additional Clarification dated 25.02.2026,
   (vi) Amendment-IV dated 03.03.2026,
   (vii) Amendment-V and Additional Clarification dated 12.03.2026,
   (viii) Additional Clarification dated 20.03.2026,
   (ix) Amendment-VI dated 27.03.2026,
   (x) Amendment-VII dated 07.04.2026,
   (xi) Amendment-VIII dated 20.04.2026,
   (xii) Amendment-IX dated 05.05.2026,
   (xiii) Amendment-X dated 19.05.2026,

2. The offer of M/s Resonia Limited by way of a Technical Bid pursuant to (1) above submitted on 03.06.2026 in response to the Final RFP.

3. The Initial Price Offer of M/s Resonia Limited as submitted on 03.06.2026 in response to the Final RFP.

4. The Final offer of M/s Resonia Limited, discovered during e-Reverse Auction, conducted on 30.06.2026 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'.

REC Power Development and Consultancy Limited Gurugram

We are pleased to inform you that your proposal and offer received by way of the 'Bid' has been accepted and M/s Resonia Limited is hereby 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 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. 63.60 Crore (Rupees Sixty-Three Crore Sixty Lakh Only) within 10 (Ten) days from issue of this LoI, in favour of the Nodal Agency, 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 Resonia Limited with the REC Power Development and Consultancy Limited & Nodal Agency 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



(Ratnesh Kumar)
General Manager (Engg.)

Enclosures:

1. Schedule A: Quoted Transmission Charges and the scheduled COD of transmission element submitted in your Bid, as per Annexure 21 and Format-1 of Annexure-8 respectively of the Final RfP.

Copy for kind information to:

1. **Additional Chief Secretary (Energy), Government of Maharashtra, Industry, Energy, Labour and Mining Department,** Madam Cama Road, Hutama Rajguru Chowk, Mantralaya, Mumbai – 400 032.

2. **Secretary, Maharashtra Electricity Regulatory Commission,** World Trade Centre, Centre No. 1, 13th Floor, Cuffe Parade, Mumbai 400 005

3. **Chairman & Managing Director, Maharashtra State Electricity Transmission Company Limited,** 'Prakashganga', Plot No. C-19, E- Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

4. **Chief Engineer (STU), Maharashtra State Electricity Transmission Company Limited,** Prakashganga, 4th floor/ 'A' Wing, Plot C-19, E-block, BKC, Bandra (E), Mumbai-400 051



ANNEXURE 21 - FORMAT FOR FINANCIAL BID

Quoted Annual Transmission Charges: Rs. 2,367.85 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.



resonia

ANNEXURE 8: UNDERTAKING AND DETAILS OF EQUITY INVESTMENT

Format 1: Bidder's Undertaking

Date: 06.04.2026

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

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of Bidder as TSP to establish Intra State Transmission Project i.e. "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)".

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 **08.12.2025** 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 18.2 of the TSA. (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:

RESONIA LIMITED

REC Power Development and Consultancy Limited ★ Gurugram

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Sl. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are prerequired for declaring the commercial operation (COD) of the respective Element
1.	Establishment of AIS Balsane with 2 x 1500 MVA, 765/400 kV ICTs and 4 x 500 MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level. • 765/400 kV, 1500 MVA, ICT-2 Nos.(7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No.(4 x 80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No. • 220 kV Transfer Bus Coupler-1 set • 220 kV Bus Coupler-1 No. **Space Provision for Future Scope:**	24 months from Effective Date	73.00% (for Elements at Sl. No. 1,2,4,5 & 6	Elements at Sl. No. 1,2,4,5 & 6 are required to be commission ed simultaneou sly as their utilization is dependent on commissioni ng of each other.

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REC Power Development and Consultancy Limited Gurugram

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	• 1 x 1500 MVA, 765/400 kV ICT • 1 x 500 MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay- 2 Nos. • 220 kV ICT bay – 1 No • 765 kV line bay - 2 Nos. • 400 kV line bays-6 Nos. • 220 kV line bay – 6 Nos			
2.	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane			
3.	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 400 kV line end bays at 400 kV Malegaon (Proposed)- 02 Nos.	30 months from Effective Date	27.00%	Elements at Sl. No. 1,2,4,5 & 6 required to be commissione d prior to commissioni ng of Element at Sl. No. 3
4	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane.	24 months from Effective Date	73.00% (for Elements at Sl. No. 1,2,4,5 & 6)	Elements at Sl. No. 1,2,4,5 & 6 are required to be commission ed simultaneou sly as their utilization is dependent on commissioni ng of each other.
5	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at Shivajinagar (Existing)-02 Nos.			
6	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGEN CO Solar WIP) (Existing)-02 Nos.			

Note:

1. Space for 400 kV line bays at Malegaon (Proposed), 220 kV line bays at Shivajinagar (Existing) and 220 kV line bays at Vikharan (Existing) shall be provided by existing/Future Utility. However, In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.

2. In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.

RESONIA LIMITED

REC Power Development and Consultancy Limited Gurugram

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 for Elements at Sl. No. 1,2,4,5 & 6 above and 30 months from Effective Date for Element at Sl. No.3.

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 **"BALSANE POWER TRANSMISSION LIMITED"**, pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under Transmission Service Agreement, and relevant provisions of Transmission Service Agreement shall apply.

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

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

RESONIA LIMITED

.....

Signature and Name of the Authorized Signatory of the Company and Stamp of Bidding Company
Name : Nitin Kumar Jain

REC Power Development and Consultancy Limited
Gurugram

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

ANNEXURE - J

Ref No.: REC PDCL/FIN/BPTL/2026-27/211

Dated: 23.09.2026

To,

M/s. Resonia Limited
RMZ Infinity, 5th Floor,
Plot No.-15, Phase-IV,
Udyog Vihar, Gurugram-122008

Kind Attention: Sh. Chandan Dutt, AVP

Subject: Payment of Acquisition Price towards handing over of M/s. BALSANE POWER TRANSMISSION LIMITED.

Sir,

This is to inform that the acquisition price of M/s. Balsane Power Transmission Limited is **Rs 5,59,19,024/- (Rupees Five Crore Fifty-Nine Lakh Nineteen Thousand Twenty-Four only)** as per the breakup given below:

S No	Particulars	Amount (INR)
1	Professional Fee of BPC #	4,70,66,353
2	Reimbursement of cost incurred by BPC #	83,52,671
3	Share Capital of Balsane Power Transmission Limited	5,00,000
Acquisition Value/ Net Amount Payable by Bidder		**5,59,19,024**

including GST

Kindly credit the above total amount i.e., **Rs. 5,59,19,024/-** in the below mentioned Bank Account of REC Power Development and Consultancy Limited. TDS will be deposited by RECPDCL on behalf and under TAN of Balsane Power Transmission Limited.

The acquisition price may be credited to our account through RTGS as per the following:

Bank Name, Address & Branch	**IDFC First Bank Limited** Gurgaon Golf Course Road Branch, Ground Floor Unit no. CG-01A and 01B, Gurgaon - 122003
Bank Account Name	**REC Power Development and Consultancy Ltd**
Bank Account No	**10171707713**
Bank IFSC Code No	**IDFB0021001**

Thanking You,

Yours faithfully

(Sumit Mehra)
DGM (F&A), RECPDCL

resonia

Ref: Resonia/TBCB/2026-27/BA/Balsane/RA/ SPV **Date: 28.09.2026**

To,
Maharashtra State Transmission Utility,
Prakashganga, 4th Floor, 'A' Wing,
Plot No. C-19, E-Block, BKC Complex,
Bandra (E), Mumbai - 400051

Sub: Submission of Surety Insurance Contract (SIC) in favour of Maharashtra State Transmission Utility for "Balsane Power Transmission Limited"

Ref: Letter of Intent (LOI) no. RECPDCL/TBCB/Balsane/2026-27/2339 dated 17.08.2026 issued by REC Power development and Consultancy Limited

Dear Sir,

This is in reference to your above-referred letter regarding transfer of "**Balsane Power Transmission Limited**". In this regard, please find enclosed the original SIC in favour of Maharashtra State Transmission Utility for "**Balsane Power Transmission Limited**". The details of SIC are as under:

Surety Bond No.	93000056265100000012
Bond Start Date	September 28, 2026
Amount of Surety Bond	**INR 63.60 Crore (Indian Rupees Sixty Three Crore and Sixty Lakh only)**
Bond Expiry	June 30, 2029
Bond Claim Expiry	June 30, 2030

Kindly Acknowledge the receipt of the same.

Thanking You,

Yours Faithfully,

For Resonia Limited (formerly known as Sterlite Grid 32 Limited)

RESONIA LIMITED

Mahendra Kumar Sahu
(Authorised Signatory)

Copy to:

1. **Sh. Ratnesh Kumar, General manager (Engineering),** REC Power Development and Consultancy Limited, REC Corporate Head Quarrter, D Block, Ploy No. I-4, Sec-29, Gurugram, Haryana - 122001

Received the signed
28/9/26

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	:	IN-DL08335787278029Y
Certificate Issued Date	:	25-Sep-2026 03:52 PM
Account Reference	:	IMPACC (IV)/ dl914503/ DELHI/ DL-NWD
Unique Doc. Reference	:	SUBIN-DLDL91450313856887249621Y
Purchased by	:	THE NEW INDIA ASSURANCE CO LTD
Description of Document	:	Article Others
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	THE NEW INDIA ASSURANCE CO LTD
Second Party	:	MAHARASHTRA STATE TRANSMISSION UTILITY
Stamp Duty Paid By	:	THE NEW INDIA ASSURANCE CO LTD
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

₹500

Please write or type below this line IN-DL08335787278029Y

POLICY NO.: 93000056265100000012

दि न्यू इंडिया एश्योरेंस कं० लि० दिल्ली सी.बी.ओ 930000 तीसरी मंजिल लॉरेन्स रोड, दिल्ली-35

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.

Policy Number	93000056265100000012
Date of Issuance	25.09.2026
Start Date	28.09.2026
Expiry Date	30.06.2029
Claim Expiry Date	30.06.2030
Amount	₹ 63,60,00,000/- (**Rupees Sixty-Three Crore and Sixty Lakh only**)

In consideration of the **M/s Resonia Limited with its registered office at RMZ Infinity 5th Floor, Plot No 15, Phase IV, Udyog Vihar, Sector -18, Gurugram, Haryana-122015, India** (hereinafter referred to as the **'Principal Debtor'** for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated 28.09.2026 / to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal **('RFP')** and other RFP Project Documents, subject to the condition of providing a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Nodal Agency, The New India Assurance Company Limited, having its Head Office at New India Assurance Building, 87, Mahatma Gandhi Road, Fort, Mumbai – 400 001 and one of its branches located at New Delhi, Corporate Business Office-930000, 301, LSC, RG City Centre, Lawrence Road, Delhi-110035 (hereinafter referred to as **"Surety"**) hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at **Maharashtra State Transmission Utility (STU), Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-19, E-Block, BKC Complex, Bandra (E), Mumbai – 400051** forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding **Rupees Sixty Three Crore and Sixty Lakh only (Rs 63.60 Crore)**.

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency, and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Nodal Agency.

The liability of the Surety under this Surety Insurance Contract is restricted to **Rupees Sixty-Three Crore and Sixty Lakh only (Rs 63.60 Crore)**. The Surety Insurance Contract shall remain in force until **30th June 2029**. The Nodal Agency shall be entitled to invoke this Surety Insurance Contract up to three hundred sixty five (365) days after the last date of the validity of this Surety Insurance Contract.

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दि न्यू इंडिया एश्योरेन्स कं० लि० दिल्ली सी.बी.ओ 930000 तीसरी मंजिल लारेन्स रोड, दिल्ली-35

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, containing the statement that the contractor has failed to meet its contractual obligations raised at the above mentioned address of the Surety (**address of Surety office should be a place in NCR only**) and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Nodal Agency on the Surety shall be conclusive and binding not withstanding any difference between the Nodal Agency and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenor (including Claim period) whichever is earlier.

The Surety shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, **M/s Balsane Power Transmission Limited or M/s Resonia Limited** and/or any other person. The Surety shall not require the Nodal Agency to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Nodal Agency in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT 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 Surety.

In order to give effect to this surety Bond, the Nodal Agency shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged

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before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, **M/s Balsane Power Transmission Limited or M/s Resonia Limited** and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely, **M/s Balsane Power Transmission Limited or M/s Resonia Limited** and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely **M/s Balsane Power Transmission Limited or M/s Resonia Limited** and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, **M/s Balsane Power Transmission Limited or M/s Resonia Limited** and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the 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 Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938.

The Surety hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of nodal agency shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Nodal Agency in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so on behalf of the Surety

In witness where of:

Signature:

Vikas Srivastava
Regional Manager
The New India Assurance Co. Ltd.
(DELHI CBO : 930000)
301, 3rd Floor, L.S.C., R G City Centre, Block-B
Lawrence Road Delhi-110035

Name:

Power of attorney No: IN-DL11036646942154Y

For **The New India Assurance Company Limited**

Registered Office: New India Assurance Building, 87, Mahatma Gandhi Road, Fort, Mumbai - 400 001

Branch Office: Corporate Business Office-930000, 301, LSC, RG City Centre, Lawrence Road, Delhi - 110 035

दि न्यू इंडिया एश्योरेन्स कं० लि० ★ दिल्ली सी.बी.ओ 930000 तीसरी मंजिल ★ लारेन्स रोड, दिल्ली-35

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फा.सं./F. No. 27-44/1/2024-REC DESK
भारत सरकार/Government of India
विद्युत मंत्रालय/Ministry of Power
***

Shram Shakti Bhawan, Rafi Marg,
New Delhi, dated 17th September, 2026

To

The CEO, RECPDCL
Plot No. I-4, Sector-29,
Gurugram (Haryana)-122001.

Subject: Approval of the Government for transfer of shares held by RECPDCL in various SPVs, incorporated for development of Inter/Intra State transmission systems to the Successful Bidder(s), selected through Tariff-Based Competitive Bidding process.

Sir,

I am directed to refer to RECPDCL's letters SEC No. 1/219/2026/2567 dated 31.08.2026, and SEC No. 1/219/2026/2651 dated 03.09.2026 on the subject mentioned above and to convey the approval of Competent Authority for divesting the shareholding of RECPDCL and its nominee in following Special Purpose Vehicles(SPVs), incorporated for carrying out bidding of various Inter/Intra-State transmission projects under Tariff Based Competitive Bidding(TBCB) mode, to the respective successful bidder(s), as indicated in below table, with a view to facilitate transfer of the SPV to the successful bidder, as required under Ministry of Heavy Industries, Department of Public Enterprises O.M. No. 22(I)12009-GM dated 04.02.2010:

Sl. No.	Name of the Project	Name of SPV	Successful Bidder
1	Establishment of 400/220/132 kV AIS Sakoli (Distt. Bhandara)	Sakoli Power Transmission Limited	M/s Ashoka Buildcon Limited
2	Establishment of 765/400/220 kV AIS Balsane (Distt. Dhule)	Balsane Power Transmission Limited	M/s Resonia Limited
3	Construction of 220/132/33 kV AIS substation, Ranipur (Mau) and 220/132/33 kV AIS substation, Chunar (Mirzapur) with their associated lines	Ranipur Chunar Power Transmission Limited	M/s H G Infra Engineering Limited
4	Transmission System for Evacuation of Power Rajasthan REZ Ph-IV (Part-5: 6 GW) Barmer Complex, Barmer-II: 6 GW (Solar) (LCC Configuration)	Barmer HVDC Power Transmission Limited	M/s Power Grid Corporation of India Limited

5	Common Transmission system for evacuation of power from Lakadia (Phase-II: 7.5 GW), Jam Khambhaliya (Phase-II: 5.5 GW) and Jamnagar (Phase-I: 1GW)-Part B	Jam Khambhaliya Jamnagar Power Transmission Ltd	M/s Ceigall India Limited
6	Transmission system for Integration of Power from RE Projects in Lakadia REZ in Gujarat-Phase II (750 MW)	Lakadia II Power Transmission Limited	M/s Power Grid Corporation of India Limited

Yours faithfully,

(Nidhi Juneja)
Under Secretary to the Govt. of India
email: juneja.n13@nic.in /
sopfcrec-mop@gov.in
Tel: 011-23711302

Copy for information and necessary action to:

i. CMD, REC Ltd.

ii. US (Trans), MoP. with the request that transmission wing should also write to concerned states informing about the project for extending all possible help in assessment of compensation to be paid to landowners and also expediting forest clearance, if involved in the project.

iii. Sr. PPS to Secretary (Power)/JS (Distt. &Reforms)/Dir (Distt.), Ministry of Power

विद्युत अधिनियम, २००३ च्या कलम ६८ अन्वये बलसाणे पॉवर ट्रान्समिशन लिमिटेड या कंपनीस धुळे जिल्ह्यात बलसाणे येथे नवीन पारेषण वाहिन्या उभारण्यासाठी शासनाची पूर्व परवानगी देणेबाबत.

महाराष्ट्र शासन

उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग,

शासन निर्णय क्रमांक: संकीर्ण-२०२६/प्र.क्र.६७/ई-१५९३६९२/ऊर्जा-४

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय, मुंबई-४०००३२

दिनांक: २१ एप्रिल, २०२६

संदर्भ :

१) शासन निर्णय क्र.संकीर्ण-०१२५/प्र.क्र.३२/ऊर्जा-४, दि.०३.१०.२०२५.

२) बलसाणे पॉवर ट्रान्समिशन लिमिटेड यांचे क्र.बलसाणे-पी.टी.एल./ आय.एन.एस.टी. एस/ अप्रुवल/सेक्शन-६८/२०२५-२६/४७३५, दि.२२.०१.२०२६ रोजीचे पत्र.

३) मुख्य अभियंता, राज्य पारेषण उपक्रम यांचे क्र. एम.एस.ई.टी.सी.एल./सी.ओ./ सी.ई./एस. टी. यु./टी.बी.सी.बी./क्र.०१९०४, दि.०५.०३.२०२६ रोजीचे पत्र.

४) शासन निर्णय क्र.पावामो-२०२१/प्र.क्र.१७० (भाग-१)/ऊर्जा-४, दि.०२.११.२०२२ व दि.०१.१२.२०२२.

<u>प्रस्तावना :-</u>

महाराष्ट्रात सध्या वीजेची मागणी २९,००० मेगावॅट इतकी वाढली असुन सन २०२६-२७ मध्ये सदर मागणी ३४,००० ते ३५,००० मेगावॅट व सन २०३० मध्ये सदर मागणी ४२,००० ते ४५,००० मेगावॅट पर्यंत पोहचण्याची शक्यता आहे. ही वस्तुस्थिती लक्षात घेता वाढत्या वीजेच्या मागणीची पूर्तता करण्याकरिता पारेषण वाहिन्यांची क्षमता वाढविणे व पारेषण वाहिन्यांचे बळकटीकरण करणे अनिवार्य आहे. त्यानुषंगाने ७६५/४००/२२० के.व्ही. अति उच्चदाब उपकेंद्र व संबंधित जोड प्रणाली पारेषण वाहिन्या उभारणी, वीज दरावर आधारित स्पर्धात्मक निविदा प्रक्रिया व्दारे (TBCB-Tariff Based Competitive Bidding) करणे नियोजित आहे. सबब, बलसाणे पॉवर ट्रान्समिशन लिमिटेड या कंपनीकडून धुळे जिल्ह्यात बलसाणे येथे उभारण्यासाठी प्रस्तावित असलेल्या ७६५/४००/२२० के.व्ही. अति उच्चदाब उपकेंद्र व त्याकरीता उभारण्यात येत असलेल्या संबंधित जोड प्रणाली पारेषण वाहिनीस, विद्युत अधिनियम, २००३ च्या अंतर्गत कलम ६८ अन्वये पूर्व परवानगी प्रदान करण्याबाबतचा प्रस्ताव, शासन मान्यतेस्तव सादर करण्यात आला आहे. सदर प्रस्तावास मान्यता देण्याची बाब शासनाच्या विचाराधीन होती.

<u>शासन निर्णय :-</u>

धुळे जिल्ह्यात बलसाणे येथे ७६५/४००/२२० के.व्ही. बलसाणे उपकेंद्र (ए.आय.एस.) व संबंधित जोड प्रणाली (वाहिन्या) उभारण्यासाठी 'वीज दरावर आधारित स्पर्धात्मक निविदा' प्रक्रिया व्दारे (TBCB-Tariff Based Competitive Bidding) पारेषण सेवा पुरवठादार (TSP-Transmission Service Provider) बोलीधारकाची निवड करण्यासाठी REC Power Development and Consultancy Limited (RECPDCL) यांना बोली प्रक्रिया समन्वयक (BPC-Bid Process Coordinator) म्हणुन दि.०३.१०.२०२५ रोजीच्या शासन

निर्णयान्वये नियुक्त केले आहे. BPC ने बलसाणे पॉवर ट्रान्समिशन लिमिटेड ही विशेष हेतूसाठी स्थापित केलेली संस्था (SPV) आहे.

बलसाणे पॉवर ट्रान्समिशन लिमिटेड या कंपनीस, वीजदरावर आधारित स्पर्धात्मक बोली निविदा प्रक्रिया राबवून धुळे जिल्ह्यात, बलसाणे ४००/२२० के.व्ही. बलसाणे उपकेंद्र (ए.आय.एस.) व त्याकरीता उभारण्यात येत असलेल्या संबंधित जोड प्रणाली (वाहिन्या) उभारण्याकरिता, बलसाणे पॉवर ट्रान्समिशन लिमिटेड या कंपनीस, भारतीय विद्युत अधिनियम, २००३ च्या कलम ६८, अंतर्गत खालील अटी आणि शर्तींच्या अधीन राहुन मान्यता प्रदान करण्यात येत आहे.

१. सदर वीज प्रकल्प उभारणी, बलसाणे पॉवर ट्रान्समिशन लिमिटेड स्वखर्चाने, विहित केलेल्या प्रमाणित पध्दतीने आणि तज्ञांच्या मार्गदर्शनाखाली व पर्यवेक्षणाखाली करेल. या वीज वाहिनीचा वापर कंपनीने ज्या प्रयोजनार्थ करावयाचा ठरविला आहे; केवळ त्याच प्रयोजनासाठी करणे कंपनीस बंधनकारक राहील.

२. सदर प्रकल्पाचे कामाचे स्वरुप व प्रकल्पाचा तपशिल खालीलप्रमाणे आहे:-

Sr. No.	Scope of the Transmission Scheme
1.	**Establishment of AIS Balsane with 2 x 1500 MVA, 765/400 kV ICTs and 4 x 500 MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level.** • 765/400 kV, 1500 MVA, ICT- 2 Nos. (7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No.(4x80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor-1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No. • 220 kV Transfer Bus Coupler-1 set • 220 kV Bus Coupler - 1 No. **Space Provision for Future Scope:** • 1 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay-2 Nos • 220 kV ICT bay-1 No • 765 kV line bay-2 Nos • 400 kV line bays-6 Nos • 220 kV line bay-6 Nos
2.	**LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane.**
3.	**400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)** • 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos.
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane.

5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each). • 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos.
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.

३. या वीज वाहिन्या कार्यान्वित / प्रभारीत करण्यापूर्वी याबाबतच्या सक्षम प्राधिकाऱ्याकडून यथास्थिती मुख्य विद्युत निरिक्षक / मुख्य अभियंता (विद्युत) यांची पूर्व परवानगी घेणे आवश्यक राहील.

४. वीज वाहिन्यांचे संचलन व व्यवस्थापन बलसाणे पॉवर ट्रान्समिशन लिमिटेड ही कंपनी स्वत: करेल.

५. वीज वाहिनी उभारल्यानंतर संबंधित शेतकऱ्यांच्या / संबंधित जागा मालकांच्या जर काही तक्रारी असल्यास सक्षम प्राधिकाऱ्यांसमवेत विचारविनिमय करून त्या तक्रारींचे योग्यरित्या निराकरण करण्याची जबाबदारी बलसाणे पॉवर ट्रान्समिशन लिमिटेड या कंपनीची असेल.

६. सदर वीज वाहिनी उभारणे व कार्यान्वित ठेवणे यानुषंगाने आवश्यक असलेले सर्व परवाने मिळविणे, विहित केलेल्या निकषांची पूर्तता करणे तसेच शासनाची विविध प्राधिकरणे / विभाग / वीज नियामक आयोग इत्यादींचे इतर प्रचलित नियम त्याचप्रमाणे शासनाने वेळोवेळी विहित केलेले नियम व अटी आणि शर्ती कंपनीवर बंधनकारक राहतील.

७. सदर परवान्याचा कालावधी परवानापत्र दिल्यापासून ३५ वर्षांचा असेल. उक्त कालावधी संपुष्टात आल्यानंतर शासन सदर वाहिनीबाबत उचित आढावा घेऊन निर्णय घेईल.

८. विद्युत अधिनियम, २००३ च्या कलम ६८ मधील अटी आणि शर्ती व त्यामध्ये वेळोवेळी होणारे बदल, या विभागाचे शासन निर्णय क्र.पावामो-२०२१/ प्र.क्र.१७० (भाग-१) / ऊर्जा-४, दि.०२.११.२०२२ व दि.०१.१२.२०२२ मधील नमूद अटी आणि शर्ती तसेच राज्य शासन व केंद्र शासनाची अशा पारेषण वाहिन्या संबंधिची वेळोवेळी जाहीर झालेली / होणारी, धोरणे, मार्गदर्शक सुचना या पारेषण वाहिन्यांस लागू राहतील.

हा शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून, त्याचा संगणक संकेतांक क्रमांक २०२६०४२११७२४२२४७१० असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

UDDHAV RABHAJI DAHIPHALE

Digitally signed by UDDHAV RABHAJI DAHIPHALE
DN: c=IN, o=GOVERNMENT OF MAHARASHTRA, ou=Energy Department, 2.5.4.20=05B3CA49B9A0A924FD4D8743E6E254E74230BF02108527986E098AFC27201F30, postalCode=400032, st=Maharashtra, serialNumber=2D80774C9ED6SECA98E69006934BFB5C4CA32A80DC1A2EC574639845B8DFIC37, cn=UDDHAV RABHAJI DAHIPHALE
Date: 2026.04.21 17:25:28 +05'30'

(उ. र. दहिफळे)
सह सचिव, महाराष्ट्र शासन

प्रत:-

१) मा. राज्यपाल यांचे सचिव, राजभवन, मलबार हिल, मुंबई.
२) मा. मुख्यमंत्री, महाराष्ट्र राज्य यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई.
३) मा. उप मुख्यमंत्री (नगर विकास) यांचे सचिव, मंत्रालय, मुंबई.
४) मा. उप मुख्यमंत्री (राज्य उत्पादन शुल्क व क्रीडा) यांचे सचिव, मंत्रालय, मुंबई.

५) मा. मंत्री (अपारंपारिक ऊर्जा) यांचे खाजगी सचिव, मंत्रालय, मुंबई.
६) मा.राज्यमंत्री (ऊर्जा) यांचे खाजगी सचिव, मंत्रालय, मुंबई.
७) मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई.
८) अपर मुख्य सचिव, नियोजन विभाग, मंत्रालय, मुंबई.
९) अपर मुख्य सचिव, वित्त विभाग, मंत्रालय, मुंबई.
१०) अपर मुख्य सचिव (ऊर्जा), उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग, मंत्रालय, मुंबई.
११) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज वितरण कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई.
१२) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य वीज निर्मिती कंपनी मर्या, प्रकाशगड, वांद्रे (पूर्व), मुंबई.
१३) अध्यक्ष व व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या. प्रकाशगंगा, वांद्रे (पूर्व), मुंबई.
१४) बलसाणे पॉवर ट्रान्समिशन लिमिटेड, कोर-४, स्कोप कॉम्प्लेक्स ७, लोधी रोड, नवी दिल्ली.
१५) निवडनस्ती (ऊर्जा-४).

****

Regarding grant of prior approval of the Government under Section 68 of the Electricity Act, 2003, to the company Balsane Power Transmission Limited for the construction of new transmission lines at Balsane in Dhule district.

Government of Maharashtra

Industry, Energy, Labour and Mining Department,

Government Resolution No: Misc-2026/C.R.67/E-1593692/Energy-4

Madam Cama Road, Hutatma Rajguru Chowk,

Mantralaya, Mumbai-400032

Date: 21 April, 2026

Reference :

1) Government Resolution No. Misc-0125/C.R.32/Energy-4, dated 03.10.2025.
2) Letter of Balsane Power Transmission Limited No. Balsane-P.T.L./I.N.S.T.S./Approval/Section-68/2025-26/4735, dated 22.01.2026.
3) Letter of Chief Engineer, State Transmission Utility No. M.S.E.T.C.L./C.O./C.E./S.T.U./T.B.C.B./No. 01904, dated 05.03.2026.
4) Government Resolution No. Pavamo-2021/C.R.170 (Part-1)/Energy-4, dated 02.11.2022 and dated 01.12.2022.

Preamble :-

Presently, the demand for electricity in Maharashtra has increased to 29,000 MW, and in the year 2026-27, this demand is likely to reach 34,000 to 35,000 MW, and in the year 2030, this demand is likely to reach up to 42,000 to 45,000 MW. Considering this reality, it is imperative to increase the capacity of transmission lines and strengthen the transmission lines in order to fulfill the growing demand for electricity. Accordingly, it is planned to undertake the construction of 765/400/220 kV extra high voltage substation and related interconnection transmission lines through Tariff Based Competitive Bidding (TBCB) process. Therefore, the proposal regarding granting prior approval under Section 68 of the Electricity Act, 2003, for the 765/400/220 kV extra high voltage substation and the related interconnection transmission line being constructed for that purpose proposed to be constructed at Balsane in Dhule district by the company Balsane Power Transmission Limited, has been submitted for Government approval. The matter of granting approval to the said proposal was under consideration of the Government.

Government Resolution :-

For the construction of 765/400/220 kV Balsane Substation (GIS) and related interconnection system (lines) at Balsane in Dhule district, REC Power Development and Consultancy Limited (RECPDCL) was appointed as the Bid Process Coordinator (BPC) vide Government Resolution dated

has been appointed by decision. Balsane Power Transmission Limited is a Special Purpose Vehicle (SPV) established by BPC.

For the erection of Balsane 400/220 kV Balsane Substation (AIS) and the associated interconnection system (lines) being erected for the same in Dhule district by conducting a tariff-based competitive bidding process, approval is hereby granted to this company, Balsane Power Transmission Limited, under Section 68 of the Electricity Act, 2003, subject to the following terms and conditions.

1. The erection of the said power project will be carried out by Balsane Power Transmission Limited at its own cost, in the prescribed certified manner and under the guidance and supervision of experts. It shall be binding on the company to use this power transmission line solely for the purpose for which the company has decided to use it.

2. The scope of work and details of the said project are as follows:-

Sr. No.	Scope of the Transmission Scheme
1.	**Establishment of AIS Balsane with 2 x 1500 MVA, 765/400 kV ICTs and 4 x 500 MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level.** • 765/400 kV, 1500 MVA, ICT- 2 Nos. (7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No.(4x80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor-1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No. • 220 kV Transfer Bus Coupler-1 set • 220 kV Bus Coupler - 1 No. **Space Provision for Future Scope:** • 1 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay-2 Nos • 220 kV ICT bay-1 No • 765 kV line bay-2 Nos • 400 kV line bays-6 Nos

Sr. No.	Scope of the Transmission Scheme
	• 220 kV line bay-6 Nos
2.	**LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane.**
3.	**400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)** • 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos.
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane.
5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each). • 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos.
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos.

3. Before commissioning / energizing these transmission lines, it will be mandatory to obtain prior permission from the competent authority, as the case may be, the Chief Electrical Inspector / Chief Engineer (Electrical).

4. The operation and maintenance of the transmission lines will be carried out by Balsane Power Transmission Limited itself.

5. If there are any complaints from the concerned farmers / concerned land owners after the erection of the transmission line, it will be the responsibility of Balsane Power Transmission Limited to resolve those complaints appropriately in consultation with the competent authorities.

6. Obtaining all necessary permissions related to the erection and commissioning of the said transmission line, fulfilling the prescribed criteria, as well as complying with other prevailing rules of various authorities / departments of the Government / Electricity Regulatory Commission, etc., and rules and terms and conditions prescribed by the Government from time to time shall be binding on the company.

7. The validity period of the said permit shall be 35 years from the date of issuance of the permit letter. After the expiry of the said period, the Government will take an appropriate decision after reviewing the said transmission line.

8. The terms and conditions under Section 68 of the Electricity Act, 2003, and the changes made thereto from time to time, the terms and conditions mentioned in Government Resolution of this department No. PAVAMO-2021/ C.R.170 (Part-1) / Energy-4, dated 02.11.2022 and dated 01.12.2022, as well as policies and guidelines issued / to be issued from time to time by the State Government and Central Government regarding such transmission lines, shall be applicable to these transmission lines.

This Government Resolution is available on the website of the Government of Maharashtra: www.maharashtra.gov.in and its computer code number is 202404211724224710. This order is being issued attested with digital signature.

UDDHAV RABHAJI DAHIPHALE

Digitally signed by UDDHAV RABHAJI DAHIPHALE
DN: c=IN, o=GOVERNMENT OF MAHARASHTRA, ou=Energy Department, 2.5.4.20=0583CA4989A0A924FD4D8743E6E254E742308F02108527986E098AFC27201F30, postalCode=400032, st=Maharashtra, serialNumber=2D80774C9ED65ECA98E69006934BFB5C4CA32A80DC1A2EC57463984588DF1C37, cn=UDDHAV RABHAJI DAHIPHALE
Date: 2024.04.21 17:25:28 +05'30'

(U. R. Dahiphale)
Joint Secretary, Government of Maharashtra

Copy to:-

1) Secretary to Hon. Governor, Raj Bhavan, Malabar Hill, Mumbai.
2) Additional Chief Secretary to Hon. Chief Minister, Government of Maharashtra, Mantralaya, Mumbai.
3) Secretary to Hon. Deputy Chief Minister (Urban Development), Mantralaya, Mumbai.
4) Secretary to Hon. Deputy Chief Minister (State Excise and Sports), Mantralaya, Mumbai.
5) Private Secretary to Hon. Minister (Non-Conventional Energy), Mantralaya, Mumbai.
6) Private Secretary to Hon. Minister of State (Energy), Mantralaya, Mumbai.
7) Chief Secretary, State of Maharashtra, Mantralaya, Mumbai.
8) Additional Chief Secretary, Planning Department, Mantralaya, Mumbai.
9) Additional Chief Secretary, Finance Department, Mantralaya, Mumbai.
10) Additional Chief Secretary (Energy), Industries, Energy, Labour and Mining Department, Mantralaya, Mumbai.
11) Chairman and Managing Director, Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, Bandra (East), Mumbai.
12) Chairman and Managing Director, Maharashtra State Power Generation Co. Ltd., Prakashgad, Bandra (East), Mumbai.
13) Chairman and Managing Director, Maharashtra State Electricity Transmission Co. Ltd., Prakashganga, Bandra (East), Mumbai.
14) Balsane Power Transmission Limited, Core-4, SCOPE Complex 7, Lodhi Road, New Delhi.
15) Select File (Energy-4).

****

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/Balsane/2026-27/3131 **दिनांक**: 26.09.2026

M/s Resonia Limited
RMZ Infinity, 5th Floor,
Plot No.15, Phase-IV, Udyog Vihar,
Sector 18, Gurugram-122015

Kind Attention: Shri Chandan Dutt, AVP

विषय: "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" through tariff based competitive bidding process – **Extension of validity of LoI**- regarding

संदर्भ: Letter of Intent (LOI) No. RECPDCL/TBCB/Balsane/2026-27/2339, dated 17.08.2026

महोदय,

This is in reference to above referred Letter of Intent dated 17th August, 2026 issued to M/s Resonia Limited for "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)".

In this regard, in accordance with clause 2.15.2 of RFP, the validity of LoI is extended till 28.09.2026.

Further, as per clause 2.15.4 of RFP, the TSP shall apply to the Commission for grant of Transmission License and make an application to the Commission for adoption of Transmission Charges, as required under Section – 63 of the Electricity Act 2003, within 5 working days from the date of acquisition of SPV.

धन्यवाद।

भवदीय,

26/09/26

अनिल कुमार पेराला

उप महाप्रबंधक (अभियांत्रिकी)

Copy to:

1. **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 - O

SHARE PURCHASE AGREEMENT

BETWEEN

REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

AND

BALSANE POWER TRANSMISSION LIMITED

AND

RESONIA LIMITED

Dated: 28th September, 2026

RESONIA LIMITED

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL04009644127843Y
Certificate Issued Date	:	21-Sep-2026 09:51 AM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF05996619893494Y
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	:	BALSANE POWER TRANSMISSION LIMITED
Second Party	:	RESONIA LIMITED
Stamp Duty Paid By	:	BALSANE 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 28th day of September, 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;**

REC Power Development & Consultancy Limited Gurugram

Balsane Power Transmission Limited Core-4, Scope Complex, 7, Lodhi Road New Delhi 11003

RESONIA LIMITED

RECPDCL BPTL RL

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-DL04011253165188Y
Certificate Issued Date	:	21-Sep-2026 09:55 AM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF05999208943952Y
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	:	BALSANE POWER TRANSMISSION LIMITED
Second Party	:	RESONIA LIMITED
Stamp Duty Paid By	:	BALSANE 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

BALSANE POWER TRANSMISSION LIMITED a company incorporated under the Companies Act, 2013 vide CIN - U42202DL2025GOI459987, having its registered office at Core 4, SCOPE Complex, 7, Lodhi Road, New Delhi 110003, India (herein after referred to as "**Company**" which expression shall, unless repugnant to the context, mean and include its successors in interest) of the **SECOND PART**;

REC Power Development & Consultancy Limited Gurugram

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

RESONIA LIMITED

RECPDCL BPTL RL

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-DL04005943570140Y
Certificate Issued Date	:	21-Sep-2026 09:42 AM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF05990418128663Y
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	:	BALSANE POWER TRANSMISSION LIMITED
Second Party	:	RESONIA LIMITED
Stamp Duty Paid By	:	BALSANE 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-DL04005943570140Y

Please write or type below this line

AND

RESONIA LIMITED, a company incorporated under the Companies Act, 2013 vide CIN-U40106HR2022PLC103798 having its registered office at RMZ Infinity, 5th Floor, Plot No.15, Phase-IV, Udyog Vihar, Sector-18, Gurugram-122015 (herein after 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.

REC Power Development and Consultancy Limited Gurugram

Balsane Power Transmission Limited New Delhi 11003 Core-4, Scope Complex, 7, Lodhi Road

RESONIA LIMITED

RECPDCL BPTL RL

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 03.10.2025 has notified REC Power Development and Consultancy Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) for "**Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)**" through tariff based competitive bidding process (hereinafter referred to as the "Project").

B. In accordance with the Bidding Guidelines, the BPC had initiated a competitive bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in **Schedule 2** of the TSA. BPC had initiated this process in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).

C. BPC has incorporated the Company and has undertaken the preliminary studies, obtained certain approvals, etc. regarding the Project on behalf of the Company.

D. REC PDCL along with the Nominees hold one hundred per cent (100%) of the total issued and paid up equity share capital of the Company.

E. Pursuant to the said Bid Process, Resonia Limited has been identified as the Selected Bidder vide Letter of Intent dated 17th August, 2026 issued by the BPC in favour of the Selected Bidder.

F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

REC Power Development and Consultancy Limited Gurugram

Balsane Power Transmission Limited New Delhi 11003 Scope Complex, 7, Lodhi Road

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 5,59,19,024/- (Rupees Five Crore Fifty-Nine Lakh Nineteen Thousand Twenty-Four Only), which is the aggregate consideration payable by the Selected Bidder towards purchase of the Sale Shares at par and for taking over of all assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;

(ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by the Parties in writing;

(iii) **"Bid Process"** shall mean the competitive bidding process initiated by the BPC, by issuance of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;

(iv) **"Board"** shall mean the board of directors of the Company;

(v) **"Closing Date"** shall mean a mutually agreed date between the Parties falling within the period as mentioned in clause 2.15.2 of RFP or on failure of such mutual agreement between the Parties shall be the date falling on the last date of such period;

(vi) "**Encumbrance**" shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;

(vii) "**Letter of Intent**" shall have the meaning ascribed thereto under the Bid Documents;

(viii) **"Long Term Transmission System User"** or **"LTTSU"** shall mean a person availing or intending to avail access to the Intra-State Transmission System for a period up to twenty-five years or more.;

(ix) **"Nodal Agency"** shall mean Maharashtra STU;

REC Power Development and Consultancy Limited Gurugram

Balsane Power Transmission Limited New Delhi 11003 Unit-4, Scope Complex, 7, Lodhi Road

RESONANCE LIMITED

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

(xi) "**Party**" shall mean REC PDCL, Company and the Selected Bidder, referred to individually, and "**Parties**" shall mean REC PDCL, Company and the Selected Bidder collectively referred to, as relevant;

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

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

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

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

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

(xvi) "**Sale Shares**" shall mean 50,000 shares, representing one hundred percent (100%) of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in Annexure A attached hereto;

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

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

(xix) "**Transmission Service Agreement**" or "**TSA**" means the agreement titled 'Transmission Service Agreement' to be executed on 28th September, 2026 between the Nodal Agency and the TSP pursuant to which the TSP shall build, own, operate and transfer the Project and make available the assets of the Project to the Nodal Agency/Long Term Transmission System User(s) on a commercial basis, as may be amended from time to time.

1.3 Interpretation Clause

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

2. TRANSFER OF SHARES

2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares free from Encumbrances together with all assets and liabilities of the Company with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.

2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as nominees of the Shares Seller to the Nominees of Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms duly stamped with requisite amount of stamp duty payable on the transfer of the Sale Shares ("**Share Transfer Forms**").

3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares ("**Sale Share Certificates**") executed by the Shares Seller and the Nominees, simultaneously against the Selected Bidder handing over to the Shares Seller, demand drafts drawn in favour of the Shares Seller or by confirmation of RTGS transfer in favour of the Shares Seller, for the Acquisition Price payable to it.

Provided that prior to the handing over of the Sale Share Certificates to the Selected Bidder as mentioned above, the Selected Bidder shall provide satisfactory evidence to REC PDCL that on the Closing Date, the Selected Bidder has furnished the Contract Performance Guarantee to the Nodal Agency and is in a position to comply with all other requirements of Clause 2.15.2 of the RFP.

3.3 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Share Certificates with the Company along with the names of its nominees to be appointed on the Board of the Company. The new registered office address of the Company shall be within the jurisdiction of the RoC of New Delhi or within the jurisdiction of any other RoC, as required by selected bidder, by following the due process as may be required, 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:

REC Power Development and Consultancy Limited Gurugram

Balsane Power Transmission Limited New Delhi 11003 Core-4, Scope Complex, 7, Lodhi Road

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

(b) approving the **Resonia Limited** as the member of the Company and entering the name of the **Resonia Limited** and its nominees in the register of members.

(c) changing the address of the registered office of the Company to the new address within 15 days as per statutory provisions 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 **Resonia 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 **Resonia 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 **Resonia Limited** and its nominees, to the **Resonia 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.

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Balsane Power Transmission Limited New Delhi 11003 Room No. 4, Scope Complex, 7, Lodhi Road

RESONIA LIMITED

(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 Selected Bidder.

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;

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4.1.2 The execution, delivery and performance of this Agreement by the Selected Bidder (i) will not violate or contravene any provision of the Memorandum of Association or Articles of the Selected Bidder, (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which the Selected Bidder is bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or any contractual obligation assumed by the Selected Bidder, from purchasing the Sale Shares from the Shares Seller in the manner provided for in this Agreement.

4.2 The Shares Seller hereby represents and warrants to the Selected Bidder that;

4.2.1 The Shares Seller and the Nominees are the legal and beneficial owners of the Sale Shares, free and clear of any Encumbrance and the delivery to the Selected Bidder of the Sale Shares pursuant to the provisions of this Agreement will transfer to the Selected Bidder a good title to the Sale Shares.

4.2.2 The Shares Seller has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein. The execution, delivery and performance of this Agreement will not violate the Memorandum and Articles of Association of the Shares Seller or contravene any contract by which it is bound.

4.2.3 The Shares Seller has obtained requisite authorizations to sell and transfer the Sale Shares to the Selected Bidder. The Shares Seller also represent that it is not prevented from transferring and selling the Sale Shares. Also, to the best of its knowledge, the Sale Shares are not the subject matter of any claim or pending proceeding or threatened by any legal proceeding made by any third party.

4.3 Except as specified in Clause 4.2 above, the Shares Seller shall not be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares or Company, including but not limited to any implied warranty or representation as to the business or affairs of Company.

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4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.

4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for a period of one (1) year.

4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after the Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

6. MISCELLANEOUS

6.1 NOTICES

a) All notices to be given under this Agreement shall be in writing and in the English language.

b) All notices must be delivered personally or by registered or certified mail or by recognised courier to the addresses below:

Selected Bidder: **Resonia Limited,**
RMZ Infinity, 5th Floor, Plot No.15, Phase-IV, Udyog Vihar, Sector-18, Gurugram-122015

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

Company: **Balsane 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.

RECPDCL BPTL RL

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.

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6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by Mr. Tushar Chhabra, pursuant to an authorization granted to Mr. Tushar Chhabra through necessary Board resolutions. Further, Mr. Tushar Chhabra is also authorized by such resolutions to take any decision which may be required to be taken, do all acts and execute all documents which are or may be required by the Selected Bidder for the proper and effective fulfillment of the rights and obligations under this Agreement. Any action taken or document executed by Mr. Tushar Chhabra 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 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.

REC Power Development and Consultancy Limited Gurugram

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RESONANCE LIMITED

- Further, the Selected Bidder hereby indemnifies and holds harmless at all times the Shares Seller against all past, present and future third party claims and liabilities arising out of actions or decisions taken by any of the persons or bodies referred to in Clause 6.3 up to the Closing Date in furtherance of the Project referred to above or otherwise concerning the Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

- The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

6.17 SURVIVAL

The provisions of Clause 1 (Definitions and Interpretation), Clause 4 (Representations and Warranties), Clause 6.2 (Resolution of Disputes), Clause 6.7 (Termination), Clause 6.15 (Confidentiality), Clause 6.16 (Indemnification) and other representations, warranties, covenants and provisions contained herein that by their nature are intended to survive, shall survive the termination of this Agreement

6.18 FORCE MAJEURE

No party shall be liable for its inability or delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party including delay caused through flood, riot, Act of God, lighting civil commotion, storm, tempest and earthquake.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

REC Power Development and Consultancy Limited Gurugram

Balsane Power Transmission Limited New Delhi 11003 Pre-4, Scope Complex, 7, Lodhi Road

RESOURCES LIMITED

SIGNED AND DELIVERED by the within named **REC POWER DEVELOPMENT AND CONSULTANCY LIMITED** by the hand of Sh. Rajkumar Sonkar, HoD (CS)

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 27th August, 2026)

IN THE PRESENCE OF:

WITNESS:
(Name and address)

1. ANIL KUMAR PERALA
DGM (ENGG)
RECPDCL

2. RITAM BISWAS,
Dy. MANAGER (ENGG.),
RECPDCL

REC Power Development and Consultancy Limited
Gurugram

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

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

SIGNED AND DELIVERED by the within named **BALSANE POWER TRANSMISSION LIMITED** by the hand of Sh. Rajesh Raj, Chairman

(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 28th September, 2026)

WITNESS:
(Name and address)

Nirbhay Goel, DM (CS)
REC Limited

Mridumita Bhattacharya, Officer
REC Limited

Balsane Power Transmission Limited
New Delhi
11003
Core-4, Scope Complex, 7, Lodhi Road

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

Mridumita Bhattacharya

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

SIGNED AND DELIVERED by the within named **RESONIA LIMITED** by the hand of Mr. Tushar Chhabra



(Authorised pursuant to the resolution passed by its Board of Directors in its meeting held on 24th August, 2026)

WITNESS:
(Name and address)

Upasna, CS, Resonia Ltd.

RMZ Infinity, 5th Floor, Plot No.15, Phase-IV, Udyog Vihar, Sector-18, Gurugram-122015

ANKUL BARANWAL, CA, RESONIA LTD. FINANCE

RMZ Infinity, 5th Floor, Plot No.15, Phase-IV, Udyog Vihar, Sector-18, Gurugram-122015

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 Ratnesh Kumar*	1	0.002
5.	Smt. Navita Dubal*	1	0.002
6.	Shri Arvind Kumar*	1	0.002
7.	Shri Anil Kumar Perala*	1	0.002
	Total	50,000	100.000

*** Held as nominee of REC PDCL.**

REC Power Development and Consultancy Limited Gurugram

Balsane Power Transmission Limited New Delhi 11003 Cabra A, Scope Complex, 7, Lodhi Road

RESONIA



महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FE 712821

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००९४
- 7 SEP 2026
सक्षम अधिकारी
श्री राजेश पाटील

This forms part and parcel of the Transmission Service Agreement signed on 28th September 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 Balsane 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.

MSETCL

Balsane Power Transmission Limited
New Delhi
11003
Core-4, Scope Complex, 7, Lodhi Road

AGREEMENT

21 SEP 2026

21 SEP 2026

जोडपत्र -२ Annexure - II

दस्ताचा प्रकार	
दस्त नोंदणी करणार आहेत का	YES/NO
मिळकतीचे वर्णन -	
मुद्रांक विकत घेणाऱ्याचे नाव	
दुसऱ्या पक्षकाराचे नाव	
हस्तांतरणाचा स्वरूपाचा तपशील	
मुद्रांक शुल्क रक्कम	
मुद्रांक फिस नोंद दस्त असल्यास/नोंदणीक	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक: ८०००१४ मुद्रांक विक्रीचे ठिकाण/पत्ता: दि महाराष्ट्र मंत्रालय ऑफिस असोसिएशन को. ऑप. बँक लि मंत्रालय - ४०० ०३२.	सागर जगन्नाथ माने
ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला तोही त्या कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	

Maharashtra State Transmission Utility (STU)
Prakashganga, 4th Floor, 'A' Wing, Plot No.C-19,
E Block, BKC Complex, Bandra (E), Mumbai – 400051

Balsare Power Transmission Ltd

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING

FOR

ESTABLISHMENT OF 765/400/220 KV AIS BALSANE (DIST. DHULE)

BETWEEN THE

MAHARASHTRA STATE TRANSMISSION UTILITY (STU)
(NODAL AGENCY)

AND

BALSANE POWER TRANSMISSION LIMITED

28.09.2026





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Balsane Power Transmission Limited New Delhi 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 28th day of September 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, 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

Balsane 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 has submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of **Balsane Power Transmission Limited**, along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.

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D) The TSP has agreed to make an application for a Transmission License to the State Commission for setting up the Project on build, own, operate and transfer basis.

E) The TSP has further agreed to make an application to the State Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.

F) The TSP has agreed to execute the agreement(s) required, if any, under MERC MYT Regulations within fifteen (15) days from the date of grant of Transmission License from the State Commission.

G) The TSP agrees to the terms and conditions laid down under MERC MYT Regulations, for making available the intra-state Transmission System and charge the Transmission Charges in accordance with the terms and conditions of MERC MYT Regulations.

H) The billing, collection and disbursement of the Transmission Charges by the Nodal Agency to the Licensee shall be governed as per this agreement.

I) The terms and conditions stipulated in the Transmission License issued by the State Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the State Commission shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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ARTICLE: 1

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

1.1.1 The words / expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued / framed by the State Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

The words/expressions when used in this Agreement shall have the respective meanings as specified below:

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

"Act" or **"Electricity Act"** or **"Electricity Act 2003"** shall mean the Electricity Act, 2003 and any amendments made to the same or any succeeding enactment thereof;

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

i. controls or

ii. is controlled by or

iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and "**control**" means ownership by one entity of at least twenty six percent (26%) of the voting rights of the other entity;

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in 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;

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"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's registered office is located and the concerned TSP are located;

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

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

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

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

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"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;

"Central Government" or **"GOI"** shall mean the Government of India;

"Connection Agreement" shall mean the agreement between the CTU or MSTU 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, or insurance surety bond or Payment on Order Instrument 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

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Schedule 8 (for bank guarantee) or Schedule 8A (for insurance surety bond issued by any of the insurance companies authorized by Insurance Regulatory and Development Authority of India), or Schedule-8B (for Payment on Order Instrument issued by PFC/REC/IREDA, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee or insurance surety bond or Payment on Order Instrument 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;

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"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 Users/Nodal Agency;

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

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

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

"Independent Engineer" shall mean an agency/ company, appointed by Nodal Agency in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects.

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or CERC or MERC or tribunal or judicial or quasi-judicial body in India but excluding the CTU, Maharashtra STU, LTTSUs and TSP;

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"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 / InSTS Licensee's / Designated InSTS Customers substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipments not forming part of the Project;

"Invoice" shall mean a Monthly Transmission Charges Invoice or Monthly Bill comprising the Monthly Transmission Charges, as per Schedule 4 hereof, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

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

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

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

"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI), insurance companies registered with the Insurance Regulatory & Development Authority (IRDA), pension funds regulated by the Pension Fund Regulatory & Development Authority (PFRDA),mutual funds registered with Securities & Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

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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 MERC (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/Government of Maharashtra;

"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

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(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;

"Payment on Order Instrument" shall mean Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of Transmission Service Provider (TSP) in terms of tender conditions/ Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Nodal Agency on demand within stipulated time. TSPs can seek such Letter(s) by offering due security to the above-mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Nodal Agency shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.

"Preliminary Termination Notice" shall mean a Nodal Agency's Preliminary Termination Notice as defined in Article 13 of this Agreement;

"Project" shall mean Establishment of 765/400/220 kV AIS Balsane (Dist Dhule) in the state of Maharashtra as detailed in Schedule 1 of this Agreement;

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

(a) rights over the Site for substations, ROW for transmission lines;

(b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;

(c) project facilities situated on the Site;

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

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

(f) insurance proceeds; and

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

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

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

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

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

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

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

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

"RFP" shall mean Request for Proposal dated **08.12.2025** 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,

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

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"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 **Balsane Power Transmission Limited**, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the TSA and other RFP Project Documents;

"TSP's Preliminary Notice" shall mean a notice issued by the TSP in pursuant to the provisions of Article 13.3 of this Agreement;

"Target Availability" shall have the meaning as ascribed hereto in Article 8.2 of this Agreement;

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

"Termination Notice" shall mean a Nodal Agency's Termination Notice given by the Nodal Agency to the TSP pursuant to the provisions of Articles 3.3.2, 3.3.4, 4.4.2, 5.8, 13.2 and 13.3 of this Agreement for the termination of this Agreement;

"Term of Agreement" for the purposes of this Agreement shall have the meaning ascribed thereto in Article 2.2 of this Agreement;

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

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

"Transmission Service" shall mean making the Project available as per the terms and conditions of this Agreement;

"Unscheduled Outage" shall mean an interruption resulting in reduction of the Availability of the Element(s) / Project (as the case may be) that is not a result of a Scheduled Outage or a Force Majeure Event.

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

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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

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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 **Balsane 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 STU or its successors or an agency as decided by the Government of Maharashtra shall be entitled to take over the Project Assets Suo moto.

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 **Balsane Power Transmission Limited** from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of **Balsane 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. 63.60 Crores (Rupees Sixty Three Crore and Sixty Lakh Only).

3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

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

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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

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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 furnish to Maharashtra State Transmission Utility (STU) (being the Nodal Agency) additional Contract Performance Guarantee of Rupees Six Crore Thirty Six Lakh (Rs. 6.36 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 63.60 Crores (Rupees Sixty Three Crore

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and Sixty Lakh Only) only as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.

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

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.

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

3.4 Progress Reports

The TSP shall notify the Nodal Agency in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

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ARTICLE: 4

4. DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

Subject to the terms and conditions of this Agreement, the TSP at its own cost and expense shall observe, comply with, perform, undertake and be responsible:

a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:

- the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
- Central Electricity Authority (Grid Standard) Regulations, 2010;
- Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

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

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

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

c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.

d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;

e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;

f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;

g. to provide to the 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

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No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021- PPD(Pt.) dated 02.03.2021, OM No. F.7/10/2021-PPD dated 08.06.2021 and Order (Public Procurement No 4) bearing File No. F.7/10/2021- PPD dated 23.02.2023 as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

j. to submit to Nodal Agency information in the prescribed format [To be devised by Nodal Agency] for ensuring compliance to Article 4.1 i) above.

k. to comply with all its obligations undertaken in this Agreement.

4.2 Roles of the Nodal Agency in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, the Nodal Agency shall be the holder and administrator of this Agreement and shall inter alia:

a. appoint an Independent Engineer within 90 days of the Effective Date

b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;

c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and

d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc

e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and

f. perform any other responsibility (ies) as specified in this Agreement.

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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 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.

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4.6 Interconnection Facilities:

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

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- 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

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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.

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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

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shall lead to a sequestration of 10% of the Contract Performance Guarantee.

5.6 Site regulations and Construction Documents

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

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

5.7 Supervision of work:

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

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or Nodal Agency. However, such intimation by the Independent Engineer and/ or Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the Nodal Agency this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

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ARTICLE: 6

6. CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

6.1.1 The TSP shall give the RLDC(s)/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

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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.

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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

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prejudice to the other rights of the Nodal Agency under this Agreement.

6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rs. 63.60 Crores (Rupees Sixty Three Crore and Sixty Lakh Only), or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.

6.5.2 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Nodal Agency under this Agreement.

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ARTICLE: 7

7. OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the State Commission and CEA from time to time and provisions of the Act.

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ARTICLE: 8

8. AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per 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/or concerned 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

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the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

9.4 Effect on liability of the Nodal Agency/ Long Term Transmission System Users

9.4.1 The Nodal Agency and / or the 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 the Long Term Transmission System Users & Annual Reconciliation:

Any Disputed Bill, Default in payment by the LTTSUs & 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

- Nationalization or compulsory acquisition by any Indian

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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,

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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

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cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations/ roles under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations/ roles as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;

b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024 as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Annexure VI to the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2024, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Nodal Agency's personnel with access to the Project to carry out such inspections.

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e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

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ARTICLE: 12

12 CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the State Commission, under which the Transmission License for the Project was granted if made applicable by such State Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

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12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the 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

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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

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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 19.1 of this Agreement; or

f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the 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

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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 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.

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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.

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, and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the 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.

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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 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.

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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

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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

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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.

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(d) The TSP shall, at the Nodal Agency 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. 4.24 Crore (Rupees Four Crore and Twenty Four 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

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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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ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Nodal Agency

17.1.1 The Nodal Agency hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and authority to execute and consummate this Agreement;

b. This Agreement is enforceable against the Nodal Agency in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of Nodal Agency will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Nodal Agency is a Party or to which the Nodal Agency is bound, which violation, default or power has not been waived;

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Nodal Agency as follows and acknowledges and confirms that the Nodal Agency is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it, in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

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d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the Effective Date of this Agreement.

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ARTICLE: 18

18 INDEPENDENT ENGINEER

18.1 Appointment of Independent Engineer

The 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.

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18.4.2 If the TSP has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the 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.

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ARTICLE: 19

19 MISCELLANEOUS PROVISIONS

19.1 Equity Lock-in Commitment:

19.1.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of **Balsane 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 Balsane 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 Balsane 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 Balsane Power Transmission Limited shall be

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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 Balsane Power Transmission Limited, then holding of Selected Bidder A in Balsane 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 Balsane 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 Balsane 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.

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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.

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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,

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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.
- Agreement(s), if any, under MERC MYT Regulations.

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.

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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:

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Address	: Resonia Ltd, RMZ Infinity, Gurugram - 122015
Attention	: T. Amarendranath Reddy.
Email	: tan.reddy@sterlite.com
Fax. No.	:
Telephone No.	: 9310490976

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 State Transmission Utility (STU)

Address	: Prakashganga, 4th Floor/ 'A' Wing, Plot No.C-9, E-Block, BKC Complex, Bandra (E), Mumbai - 400051
Attention	: Chief Engineer (STU)
Email	: CESTU@MAHATRANSCO.IN
Fax. No.	:
Telephone No.	: 022 - 69545175

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

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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;

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(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

Chandan Dutt
.....
(First Vice President)
[Signature, Name, Designation and Address]

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2. For and on behalf of Maharashtra State Transmission Utility (STU) (being the Nodal Agency)

PEEYUSH. S. SHARMA
.....
CE, MSTU, PRAKASHGANGA, BKC, MUMBAI
[Signature, Name, Designation and Address]

WITNESSES:

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1. For and on behalf of

: BPC

Pavan kumar

.....

[Signature]

BALTHU PAVAN KUMAR
Officer (Engg). , RECPDCL-

.....

[Insert, Name, Designation and Address of the Witness]

2. For and on behalf of

: Maharashtra State Transmission Utility (STU) (being the Nodal Agency)

.....

[Signature]

PANKAJ P. KULKARNI, EE MSTU, MUMBAI.

.....

[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
1.	Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level. • 765/400 kV, 1500 MVA, ICT- 2 Nos.(7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No.(4 x 80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No. **Space Provision for Future Scope:** • 1 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay- 2 Nos. • 220 kV ICT bay – 1 No. • 765 kV line bay - 2 Nos. • 400 kV line bays-6 Nos. • 220 kV line bay – 6 Nos.	24 months from Effective Date
2.	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	

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Sl. No.	Scope of the Transmission Scheme	Scheduled COD
3.	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos	30 months from Effective Date
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	24 months from Effective Date
5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos	
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos	

Note:

1. *Space for 400 kV line bays at* Malegaon (Proposed), *220 kV line bays at Shivajinagar* (Existing) and *220 kV line bays at* Vikharan (Existing) *shall be provided by existing/Future Utility.* However, *In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.*
2. *In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*

Project Description

This project is planned for Evacuation of power from Renewable Energy (RE) projects in the area. Balsane & surrounding region has RE potential of 3-4 GW. Mitigating demand growth in Nashik region with strong source of 765 kV substation and creation of 400 kV Network in Nashik region.

Creation of 765 kV network will strengthen the inter-connection of ISTS and InSTS network, enhance Power Transmission Capacity and address the existing transmission system.

Further, this will establish additional 400 kV transmission line network and the grid in Nashik region and evacuated bulk RE Power generated in the region will be facilitated.

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A. SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

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

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

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

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

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

A.3.0 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.4.0 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.5.0 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.6.0 **For power line crossings, following should be followed:**

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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 132kV and 220kV (or 230kV) 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 66kV 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 track, national highways and state highways, the rules/Regulations of appropriate authorities shall be followed.

A.7.0 The relevant conductor configuration shall be as follows: -

(a) For all 765 kV lines under present scope

Type of conductor: ACSR / AAAC / AL59

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**
765 kV D/C (Hexa Bundle) Transmission Lines	**Zebra : Stranding** 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 mm^2, Aluminium area, 28.62 mm	**Stranding details:** 61/3.19mm, 487.5 mm^2 Aluminium alloy area 28.71 mm diameter	**Stranding details:** 61/3.08mm, 454 mm^2 Aluminium alloy area 27.72 mm diameter	457 mm

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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
	diameter Maximum DC Resistance at 20°C (Ω/km): 0.06868 Minimum UTS: 130.32 kN	Maximum DC Resistance at 20°C (Ω/km): 0.06815 Minimum UTS: 135.6 kN	Maximum DC Resistance at 20°C (Ω/km): 0.0653 Minimum UTS: 108 kN	

(b) For all 400 kV lines under present scope

Type of conductor: ACSR / AAAC / AL59

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing

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400 kV D/C (Quad Bundle) transmission lines	**Moose: Stranding** 54/3.53mm-Al 7/3.53mm-Steel, 31.77 mm diameter 528.5 mm^2, Aluminium area, Maximum DC Resistance at 20°C (Ω/km): 0.05552 Minimum UTS: 161.20 kN	**Stranding details:** 61/3.55(61 /3.66)mm 31.95 (32.94) mm diameter; 604 (640) mm Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.05506 (0.0534) Minimum UTS: 159.80 (178.43) kN	**Stranding details:** 61/3.31mm 29.79 mm diameter; 525 mm^2 Aluminium alloy area Maximum DC Resistance at 20°C (Ω/km): 0.0566 Minimum UTS: 124.70 kN	457 mm

(C) For all 220 kV lines under present scope

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53% conductivity of Al Alloy	Equivalent minimum size of AL59 conductor based on 59% conductivity of AL Alloy*	Sub-conductor Spacing

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220 kV D/C (Zebra) transmission lines	Zebra: Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	Stranding Details: 61/3.19 mm 28.71 mm diameter; 487.5 sq.mm Aluminum alloy area	Stranding Details: 61/3.08 mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	NA

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 operatingconductor temperature of 85 deg C.*

A.8.0 The required phase to phase spacing and horizontal spacing for 765 kV and 400 kV line shall be governed by the tower design as well as minimum live metal clearances for 765 kV and 400 kV voltage level under different insulator swing angles. However, the phase to phase spacing for 765 kV line shall not be less than 15 m and for 400 kV line shall not be less than 8 m. 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.

A.9.0 All Electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor as given below shall be considered:

I. **Minimum live metal clearances for 765 kV line:**

(i) Under stationary conditions

From tower body: For 765 kV D/C: 6.1 m

For 765 kV S/C: 5.6 m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance

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a) Swing angle (25°)	4.4 m
b) Swing angle (55°)	1.3 m

(iii) Minimum ground clearance for 765kV line: 18 m

(iv) Minimum mid span separation between earth-wire and conductor for 765 kV line: 9.0 m

II. Minimum live metal clearances for 400 kV line:

(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

(iii) Minimum ground clearance for 400kV line: 8.84 m

(iv) Minimum mid span separation between earth-wire and conductor for 400 kV line: 9.0 m

III. Minimum live metal clearances for 220 kV line:

(i) Under stationary conditions

From tower body: 2.13 m

(ii) Under swing conditions

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

(i) Minimum ground clearance: 7.015 m

(ii) Minimum mid span separation between earth-wire and conductor: 8.5 m

A.10.0 Shielding angle shall not exceed 10 deg for 765 kV D/C and 20 deg for 400 kV D/C Line transmission line and shall not exceed 30 deg for 220 kV transmission lines.

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A.10.01 Transposition is to be done for all transmission lines whose length is greater than 100 km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions. Transposition of the transmission line after construction of LILO shall be maintained by developer.

A.11.0 The Fault current for design of line shall be 50 kA for 1 sec for 765 kV, 63 kA for 1 sec for 400 kV and 50kA for 1sec for 220kV.

A.12.0 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 standard 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.13.0 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 kms distance for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.

A.14.0 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.15.0 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.

A.16.0 Wherever, transmission lines are passing through cyclone prone areas i.e. areas upto 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 3km instead of conventional practice

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of 15 spans or 5km, 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.17.0 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 5mm 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 5mm 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 330kg/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 1.6kg/ m^2 per coat shall be applied on all exposed faces of foundation (i.e. pedestal and base slab).

d) Double coat 20mm thick cement plaster shall be provided on all exposed concrete surface as well up to 300mm 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 50mm coping portion as well as up to 350mm above CL portion.

A.18.0 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).

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A.19.0 Routing of transmission line through protected areas of India shall be avoided to the extent possible. In case, it is not possible to avoid protected areas, the towers of the transmission line up to 400 kV level which are installed in protected areas shall be designed for Multi-circuit (4 circuits) configuration of same voltage level considering reliability level of at least two (2). The top two circuits of these multi-circuit towers shall be used for stringing of the transmission line under present scope and the bottom two circuits shall be made available for stringing of any future transmission line of any transmission service providers/ State transmission utilities/Central transmission utilities passing through the same protected area. Further, the configuration and coordinates of such transmission towers shall be submitted to STU/CTU and BPC by the TSP.

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

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

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B. SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 765/400/220 kV Balsane Substation shall be conventional Air Insulated Switchgear (AIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2022, as amended from time to time.

Location details of existing / proposed substations:

a. **765/400/220 kV AIS Balsane(Proposed)**: New substation which is to be implemented under proposed scheme. (Latitude-21°13'47.00"N ,Longitude-74°39'40.96"E)
b. **220 kV Shivajinagar(Existing):** Latitude -21°04'47"N, Longitude-74°20'48"E
c. **220 kV Vikhran (Existing) :**Latitude 21°15'23"N, Longitude-74°36'26"E
d. **400 kV Malegaon (Proposed) :** Latitude- 20° 26'52.78"N, Longitude-74° 22'7.73"E

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 & finalized in coordination with actual site.*

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	765/400/220 kV AIS Balsane		
		765 kV System	400 kV System	220 kV System
1.	System operating voltage	765 kV	400 kV	220 kV
2.	Maximum voltage of the system (rms)	800 kV	420 kV	245 kV
3.	Rated frequency	50 Hz	50 Hz	50 Hz

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Sl. No	Description of parameters	765/400/220 kV AIS Balsane		
		765 kV System	400 kV System	220 kV System
4.	No. of phase	3	3	3
5.	Rated Insulation levels			
i)	Lightning Impulse withstand voltage for (1.2/50 micro sec.) - for Equipment other than Transformer and reactor - for Insulator String	2100 kVp 2100 kVp	1425 kVp 1550 kVp	1050 kVp 1050 kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1425 kVp	1050 kVp	NA
iii)	One minute power frequency dry withstand voltage (rms)	830 kV	630 kV	460 KVp
6.	Corona extinction voltage	508 kV	320 kV	156 kV
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	2500 micro-volts at 508 kV rms	1000 micro-volts at 266 kV rms	1000 micro-volts at 156 kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	24800 mm (31 mm/kV)	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)
9.	Minimum creepage distance for switchyard equipment	24800 mm (31 mm/kV)	13020 mm (31 mm/kV)	7595 mm (31 mm/kV)
10	Max. fault current	50 kA	63 kA	50 kA
11	Duration of fault	1 sec	1 sec	1 sec

B.1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

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Substation	765 kV	400 kV	220 kV
765/400/220 kV AIS Balsane	One and half breaker	One and Half breaker	Double Main and Transfer

Notes: -

i) *For one and half breaker switching scheme, any double circuit line consisting of two numbers of feeders and originating from the same transmission or generating switchyard shall not be terminated in one diameter.*

ii) *Two transformers of same HV rating shall not be connected in the same diameter and similarly two bus reactors of same HV rating shall also not be connected in the same diameter.*

iii) *A diameter in one and half breaker scheme is a set of 3 circuit breakers with associated isolators, earth switches, current transformers etc. for controlling 2 (two) numbers of feeders.*

iv) *Connection arrangement of Switchable Line reactors shall be such that it can be used as Line reactor as well as Bus reactor with suitable NGR bypass arrangement.*

v) *Space for 765 kV& 400 kV future line bays shall be kept considering provision of switchable line reactors.*

vi) *TSP shall plan distribution of line and transformer feeders to bus bar in such a way that all power can be evacuated successfully without crossing thermal limit at any point of bus-bar.*

vii) *For AIS type substation, TSP shall keep space provisions for future elements such that interconnection arrangement to the corresponding future bays can be done with overhead AIS type connection without any cable/ GIS duct.*

viii) **765/400/220 kV AIS balsane**

765 kV bay configurations (one and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT bay- Tie- Line bay	*2(two)*
Bus Reactor bay-Tie-Line bay	*1 (one)*
Future space for ICT bay- Tie- Line bay*	*1 (one)*
Future space-Tie- Future space for line **	*1 (one)*
Future space-Tie- Future space for line **	*1 (one)*

400 kV bay configurations (One and half breaker scheme) shall be as follows:

Configuration	Numbers
ICT bay - Tie- Line bay	*6 (six)*

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*Bus Reactor bay-Tie- Future space for line bay**	*1 (one)*
Future space for ICT- Tie- Future space for line bay**	*2 (two)*
Future space for line bay- Tie- Future space for line bay**	*1 (one)*
Future Space-Tie- Future space for line bay**	*1 (one)*

220 kV bay configurations (Double main and Transfer bus scheme) shall be as follows:

Configuration	***Number of Bays (Double Main and Transfer bus System)***
Main Bus-I	
a) ICT bay	*2 (two)*
b) line bay	*2 (two)*
*c) Space Provision for future line bay**	*3 (three)*
*d) Space Provision for future ICT bay**	*1 (one)*
Main Bus-II	
e) ICT Bay	*2 (two)*
f) line bay	*2 (two)*
*g) Space Provision for future line bay**	*3 (three)*

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**	**765/400/220 kV AIS Balsane**		
		765 kV	**400 kV**	**220 kV**
1.	Bus Bar	4000 A	4000 A	3000 A
2.	Line bay	3150 A	3150 A	1600 A
3.	ICT bay	3150 A	3150 A	1600 A
4.	Reactor bay	3150 A	3150 A	N/A
5.	Bus Sectionaliser bay	N/A	N/A	NA
6.	Bus Coupler Bay	N/A	N/A	3000 A
7.	Transfer Bus coupler bay	N/A	N/A	1600A

B.2.1 Power Transformers

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B.2.1.1 (765/√3)/(400/√3) kV, Single Phase Autotransformer

500 MVA, (765/√3)/(400/√3) kV, 1-phase autotransformer (including arrangement for 3-phase bank formation of 1500 MVA) shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above voltage class)" as amended upto date available on CEA website.

Spare 1-phase Transformer unit shall be placed and connected in such a way that the spare unit can be utilized to replace any unit of any of the transformer banks (including for future transformer banks) without physically moving it.

B.2.1.2 Autotransformer

500 MVA, 400/220 kV 3-Phase Auto Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

B.2.2 Shunt Reactors

B.2.2.1 (765/√3) kV, Single Phase Shunt Reactor

80 MVAR, 765/√3 kV, 1-Phase Reactor (including arrangement for 3-phase bank formation of 240 MVAR) Reactor shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above Voltage Class)" as amended up to date available on CEA website.

400 kV, 3-Phase, Shunt Reactor

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

B.2.3 765 kV, 400 kV & 220 kV AIS Substation equipment (as applicable)

B.2.3.1 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 and shall be of SF6 Type. The circuit breakers shall be of class C2-M2 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40 ms for 765 (800) kV and 400 (420) kV circuit breakers and 60 ms for 220 kV circuit breakers. 765 (800) kV, 400 (420) kV and 220 kV Circuit breakers shall be provided with 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 765 kV lines shall be provided either with pre-insertion closing resistor of about 450 ohms

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maximum with 9 ms insertion time or with Controlled Switching Device. The Circuit breakers controlling 400 kV lines 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 same as the rated capacity and this is proposed to be achieved without use of opening resistors. The controlled switching device shall be provided in Circuit breakers of switchable line reactor bay and in Main and Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and Transformers of voltage class 400 kV and above.

B.2.3.2 Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general.765 Kv, 400 kV & 220 kV Isolator design shall be double break or vertical break or knee-type. All Isolators and earth switches shall be motor operated. 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. 765 kV , 400 kV & 220 kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

B.2.3.3 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 765 kV, 400 kV shall have six cores (four for protection and two for metering) and 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. Accuracy class for protection core shall be PX and for 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 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400 kV and less than 10 for CTs of 765 kV voltage class.

B.2.3.4 Capacitive Voltage Transformers (AIS)

Capacitive Voltage transformers shall comply with IEC 61869 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive voltage transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 400 kV and 220 kV shall be of 4400/8800 pF depending on PLCC requirements whereas the Capacitance of CVT for 765 kV shall be 8800 pF. The rated burden of cores shall be closer to the maximum burden requirement of metering and protection

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system (not more than 50 VA for metering core) for better sensitivity and accuracy.

B.2.3.5 Surge Arresters (AIS)

624 kV, 336 kV Station High (SH) duty gapless type Surge arresters with thermal energy (Wth) of minimum 13 kJ/kV, 12 kJ/kV conforming to IEC 60099-4 in general shall be provided for 800 kV, 420 kV systems respectively. 336 kV Station High (SH) duty and 216 kV Station Medium (SM) duty gapless type Surge Arresters with thermal energy (Wth) of minimum 12 kJ/kV and 7 kJ/kV conforming to IEC 60099-4 in general shall be provided for 220 kV systems respectively. 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. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

B.2.4 Protection Relaying and Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface and should have interoperability during integration of numerical relays to communicate over IEC61850 protocol with RTU/SAS/IEDs of different OEMs. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

765 kV, 400 kV and 220 kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. The fourth zone shall be the reverse zone. 765 kV, 400 kV and 220 kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. 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.

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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 10 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 765 kV, 400 kV & 220 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 765 kV, 400 kV & 220 kV lines shall also be provided with two stages over 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 765 kV, 400 kV & 220 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

(400/220 kV ICTs shall have two differential protection relays. The second differential relay shall be provided on IV side C&R panel to avoid congestion on HV side C&R panel. The differential relay shall have different make and algorithm.)

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up Over-current and earth fault protection on High Voltage (HV) and Intermediate Voltage (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

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(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) 765 kV and 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 765 KV, 400 kV & 220 kV buses. Duplicated bus bar protection is envisaged for 765 kV 400 kV & 220 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.

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e) **Local Breaker Back up Protection**

This shall be provided for each 765 kV, 400 kV & 220 kV 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 765 kV and 400 kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

B.2.5 Substation Automation System

a) For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation system, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 220 kV, 400 kV and above. All bay control units as well as protection units are normally connected through an Optical fiber high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the Relay Control Room.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in the Substation Automation System.
At new substations, the Substation Automation System (SAS) shall be suitable for 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

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Control Centre. In order to meet this requirement, suitable redundancy at port and card level need to be ensured by the TSP to avoid any single point of failure which may lead to interruption in real-time grid operation. 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 the operation and maintenance of substations as described below shall be provided at the new substation. In existing substation, these facilities have already been provided and will 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 765 kV) shall be provided which shall be fed from two independent sources as per the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

For LT Supply at each new Substation, two (2) nos. of auxiliary Transformers (minimum 630 kVA for substations with highest voltage rating as 400 kV) shall be provided which shall be fed from two independent sources as per CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33 kV tertiary of Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by STU at the

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cost of the TSP. Accounting of such energy drawn by the TSP shall be done by SLDC as part of Regional Energy Accounting.

Additionally, Active Energy Meters may be provided at the same point in the 33 kV tertiary of 765/400/33 kV Transformer by local DISCOM for energy accounting.

ii) 2 sets of 220V 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.

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) 415V 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 No.
(f) 48 Volt DC distribution board – 2 No.

Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC and DC distribution boards shall have equipped modules for all the feeders (including future as specified).

iv) At new Substation, one No. of DG set (minimum 250 kVA for substations withhighest voltage rating as 400 kV and minimum 500 kVA for substations with highest voltage rating as 765 kV) shall be provided for emergency applications.

v) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).

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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 amended from time to time.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of the firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.
At existing substations, the fire-fighting systems as available shall be 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.

The 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 the 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

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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 the 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 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.3.7 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.

3.

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.

4.

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At existing substations, the visual monitoring system if available shall be augmented as per existing or better specification as required.

B.4 General Facilities

a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Hexa conductors for 765 kV and Quad for 400 kV) and Twin conductor for 220 kV 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. (if applicable)

e) In 765 kV and 400 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 the 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

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perpendicular to the substation boundary for a stretch of 2-3 kms. Accordingly, TSP shall ensure that line terminations at substations are arranged in a manner to avoid hindrance to future line terminations at the substations.

C. SPECIFIC TECHNICAL REQUIREMENT FOR COMMUNICATION

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

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

The communication services viz. SCADA, AGC (wherever applicable), VoIP, AMR and PMU 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 SLDCs/RLDCs.

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 Maharashtra STU/CTU from time to time.

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

C.1.0 Establishment of 2x1500 MVA, 765/400/220 kV AIS Balsane with 240 MVAR bus Reactor at 765 kV level

i) TSP shall supply, install and commission one or more No. FODP (120 F or higher) along with panel and approach Cable (48F each), with all associated hardware fittings from gantry tower to Control Room for all the incoming lines / Bays envisaged under the present scope.

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ii) TSP shall supply, install and commission One or more STM-16 (FOTE) equipment along with panel/s supporting minimum Eleven (11) directions with MSP (Multiplex Section Protection – 1+1). These directions shall exclude protected (1+1) local patching among equipment (if any). Communication Equipment shall be provided with necessary interfaces to meet the voice and data communication requirement among 765/400/220 kV AIS Balsane 220 kV line bay. The suitable DC Power Supply and backup to be provided for communication equipment.

iii) FODP and FOTE equipment with panels shall be provided in Control Room of 765/400/220 kV AIS Balsane . FOTE and FODP Equipment can be accommodated in same panel to optimize space.

iv) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.

v) TSP shall supply, install and commission Firewall in redundant mode (1+1) in line with the specification attached at **Annexure F.1**.

vi) The maintenance of all the communication equipment including FOTE, FODP, PMU, approach cable, DCPS along with Battery Bank and Firewall shall be the responsibility of TSP.

C.2.0 LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane

LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane, TSP shall supply, install and commission OPGW and earth wire as per Tower Configurations:

i) For Multi Circuit Tower Configuration: Two (2) No. OPGW cable containing 48 Fibers (48F) to be installed and commissioned by the TSP on both the Earth wire peaks

ii) For Double Circuit Tower configuration (for both Loop In and Loop Out portion): One (1) No. OPGW cable containing 48 Fibers (48F) on one earth

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wire peak and conventional earth wire on other E/W peak for both Loop In and Loop out Lines.

The TSP shall install OPGW cables from gantry of 765/400 kV AIS Balsane up to the LILO tower with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at 765/400 kV AIS Balsane . The transmission line length for LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane is 40 kms (approx.). If fiber length for links is above 225 kms then repeater shall be envisaged, otherwise line can be managed as a repeater less link.

TSP shall finalize the location of repeater station depending upon the actual site conditions. Further TSP shall comply to the requirements mentioned as per **Appendix-F.1**

Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.3.0 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed)

i) On 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (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 400 kV malegaon (Proposed) up to the gantry of 765 kV AIS Balsane 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. The transmission line length is 150 km (approx.), where repeater may not be required to meet the link budget requirement of 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.4.0 LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane

LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane, TSP shall supply, install and commission OPGW and earth wire as per Tower Configurations:

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i) For Multi Circuit Tower Configuration: Two (2) No. OPGW cable containing 48 Fibers (48F) to be installed and commissioned by the TSP on both the Earth wire peaks

ii) For Double Circuit Tower configuration (for both Loop In and Loop Out portion): One (1) No. OPGW cable containing 48 Fibers (48F) on one earth wire peak and conventional earth wire on other E/W peak for both Loop In and Loop out Lines.

The TSP shall install OPGW cables from gantry of 765/400/220 kV AIS Balsane up to the LILO tower with all associated hardware including Vibration Dampers, mid-way and gantry Joint Boxes (called OPGW Hardware hereafter) and finally terminate in Joint Boxes at 765/400/220 kV AIS Balsane . The transmission line length for LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane line is 20 kms (approx.). If fiber length for links is above 225 kms then repeater shall be envisaged, otherwise line can be managed as a repeater less link.

TSP shall finalize the location of repeater station depending upon the actual site conditions. Further TSP shall comply to the requirements mentioned as per **Appendix-F.1**

Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP

C.5.0 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP)

i) On 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Vikharan (Existing) up to the gantry of 765 kV AIS Balsane 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. The transmission line length is 12 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

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C.6.0 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each)

i) On 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each), TSP shall supply, install and commission One (1) No. OPGW cable containing 48 Fibers (48F) on one E/W peak.

ii) The TSP shall install this OPGW from gantry of 220 kV Shivajinagar (Existing) up to the gantry of 765 kV AIS Balsane 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. The transmission line length is 28 km (approx.), where repeater may not be required to meet the link budget requirement of 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) link.

iii) Maintenance of OPGW Cable and OPGW Hardware shall be responsibility of TSP.

C.7.0 FOTE requirement for 765/400/220 kV Line bays at all remote end substations

i) TSP shall supply, install and commission 1 No. FODP (72F or higher) along with panel and required Approach Cable (48F) with all associated hardware fittings from gantry tower to Bay Kiosk and from the Bay Kiosk to Control room.

ii) TSP shall supply, install and commission One STM-16 (FOTE) equipment along with panel/s supporting minimum three (3) directions with MSP (Multiplex Section Protection – 1+1) with necessary interfaces to meet the voice and data communication requirement between all remote end transmission lines to 765/400/220 kV Balsane. The suitable DC Power Supply and backup to be provided for communication equipment.

iii) FOTE/FODP panel shall be installed in the new Bay Kiosk/ Switchyard Panel Room (SPR). The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of all remote end substations which shall be communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. and optical interfaces/equipment in the existing FOTE/FODP panels in control room for integration with the existing FOTE for onwards data transmission.

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In case spare optical direction is not available in the existing FOTE at the control room, the TSP shall coordinate with station owner to reconfigure the directions in existing FOTE at control room. Alternatively, The TSP may integrate the FOTE under the present scope with existing FOTE in the nearby Kiosk connected to the control room FOTE (if available with spare direction). For this purpose, TSP shall provide necessary FODP sub rack / Splice trays/ Patch cords etc. and suitable optical interfaces/ equipment in the existing FOTE/FODP panels in another Kiosk (SPRFOTE and FODP can be accommodated in same panel to optimize space.

iv) The new communication equipment under the present scope shall be compatible for integration with existing regional level centralized NMS. The local configuration of the new communication equipment shall be the responsibility of TSP. The configuration work in the existing centralized NMS for integration of new Communication equipment shall be done by Regional ULDC Team, however all the necessary support in this regard shall be ensured by TSP.

The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMU, DCPS along with Battery Bank shall be the responsibility of TSP.

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Annexure-F.1

Next Generation Firewall (NGFW)

TSP shall provide 2 Nos. Next Generation Firewalls (NGFW); one No. Main and one No. Standby mode having electrical ethernet interfaces/ports and placed between FOTE and SAS gateway/s at the substation. All ethernet based applications shall be terminated in the firewall ports directly (e.g. PMU, AMR, VOIP, SAS/SCADA 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).

Minimum 16 Nos. of ports/interfaces in each firewall (i.e. Main and Standby). TSP can use 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)

NGFW shall have following features including but not limited to:

1. Encryption through IPSec VPN (Virtual Private Network), Deep Packet Inspection (DPI), Denial of service (DoS) and Distributed Denial of Service (DDoS) prevention, Port Block/ Allow, rules/ policies for block/allow, IP (Internet Protocol) and Media Access Control (MAC) spoofing protection, threat detection, Intrusion Prevention System (IPS), Anti-Virus, Anti-Spyware, Man In The Middle (MITM) attack prevention.
2. The proposed firewall shall be able to handle (alert, block or allow) unknown /unidentified applications e.g. unknown TCP and UDP packets. It shall have the provision to define application control list based on application group and/or list.
3. Firewall shall have feature and also have capability to update the definition/ Signatures of Anti-Virus online as well as offline. Firewall shall also be compatible to update the definitions/signatures through CMC. There shall be a defined process for security patching and firmware up-gradation. There shall be a feature to field validate firmware checksum. The same shall also be validated before using the OEM provided file/binary in the process of firmware up-gradation and security patching
4. Firewall shall have Management Console port to configure remotely.
5. Firewall shall be EMI/EMC compliant in Substation environment as per IEC 61850-3.
6. Firewall shall be rack mounted in existing standard equipment cabinets.
7. Firewall shall have support of SCADA applications (IEC-60870-5-104), ICCP, PMU (IEEE C37.118), Sub-Station Automation System (IEC 61850), Ethernet and other substation environment protocols.
8. Client based Encryption/ VPN must support different Operating System platforms e.g. Windows, Linux and Mac.
9. The solution must have content and comprehensive file detection policies, blocking the files as function of their types, protocols and directions.

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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.

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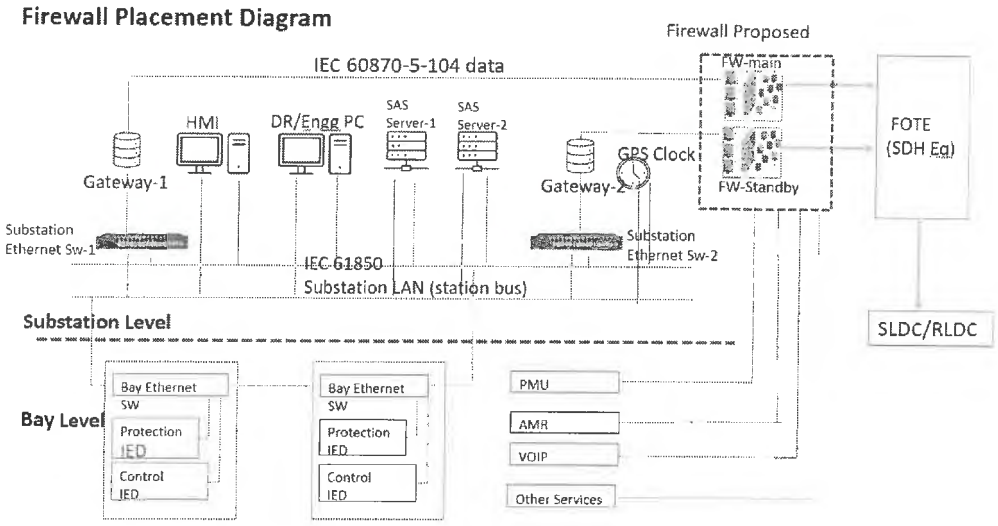


Figure F.2

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Annexure F.3

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

i) Coupling device, Coupling Filters, 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 lines 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 765 kV and 400 kV Transmission lines. The pass band of coupling devices shall have sufficient marginfor 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 caseof 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 (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT and Wave trap for all the line bays under present scope shall be provided by TSP.

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

viii) 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.	All 765/400/220 kV transmission lines terminating at 765/400/220 kV Balsane	1 set Analog PLCC + 1 set Digital Protection Coupler for each circuit at both ends.

ix) Further, CVT and Wave trap for all 765 kV and 400 kV line bays under present scope shall be provided by TSP.

x) TSP shall provide all PLCC equipment due to LILO of transmission lines (wherever applicable).

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

xii) Two (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 required.

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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	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level • 765/400 kV, 1500 MVA, ICT- 02 Nos.(7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No.(4 x 80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT- 4 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No.	24 months from Effective Date	73.00% (for Elements at Sl. No. 1,2,4,5 & 6)	Elements at Sl. No. 1,2,4,5 & 6 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.

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S. No	Name of the Transmission Element	Scheduled COD	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
	• 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No. **Space Provision for Future Scope:** • 1 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay- 2 Nos. • 220 kV ICT bay – 1 No • 765 kV line bay - 2 Nos. • 400 kV line bays-6 Nos. • 220 kV line bay – 6 Nos.			
2.	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane			
3.	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos	30 months from Effective Date	27.00%	Elements at Sl. No. 1,2,4,5 & 6 required to be commissioned prior to commissioning of Element at Sl. No. 3.
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	24 months from Effective	73.00% (for Elements at Sl. No.	Elements at Sl. No. 1,2,4,5 & 6 are required to be
5.	220 kV D/C line from 765 kV			

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S. No	Name of the Transmission Element	Scheduled COD	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
	AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos	Date	1,2,4,5 & 6)	commissioned simultaneously as their utilization is dependent on commissioning of each other.
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos			

Note:

1. *Space for 400 kV line bays at* Malegaon (Proposed), *220 kV line bays at Shivajinagar* (Existing) and *220 kV line bays at* Vikharan (Existing) *shall be provided by existing/Future Utility*. However, *In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.*
2. *In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*

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 for Elements at Sl. No. 1,2,4,5 & 6 above and 30 months from Effective Date for Element at Sl. No. 3.

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Schedule: 3

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 of this Agreement]

1: **Site Regulations and Safety:**

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed till expiry of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the 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

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Illustration-2: In case of extension of Scheduled COD as per Article 4.4.1 & 4.4.2 of this Agreement

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Jul-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Jun-18	--	0.00		--	0.00
1-Jul-18 to 30-Nov-18	140 X 25% X (153/365)	14.67		--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-3: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

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Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	20	1-Feb-2018	1-Dec-2018	25%
Element 2	28	1-Oct-2018	1-Dec-2018	75%

Tariff Payable as follows:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Feb-18 to 31-Mar-18	--	0.00		--	0.00
1-Apr-18 to 30-Sept-18	--	0.00		--	0.00
1-Oct-18 to 30-Nov-18	--	0.00	1-Oct-18 to 30-Nov-18	--	0.00
1-Dec-18 to 31-Mar-19	140 X 100% X (121/365)				46.41
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Nov)	140 X 100% X (244/365)				93.59

Illustration-4: In case of delay in achieving COD of Project & all individual Elements (COD of the Project achieved in Contract Year other than Contact Year 1)

Quoted Transmission Charges: **Rs. 140 Million**

Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-May-2020	25%

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Element 2	38	1-Oct-2019	1-May-2020	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			Transmission Charges for Element 2		
1-Oct-19 to 31-Mar-20	--	0.00	1-Oct-19 to 31-Mar-20	--	0.00
1-Apr-20 to 30-Apr-20	-	0.00	1-Apr-20 to 30-Apr-20	-	0.00
1-May-20 to 31-Mar-21	140 X 100% X (335/365)				128.49
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr to 30-Apr)	140 X 100% X (30/ 365)				11.51

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

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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

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Illustration-7: In case of early commissioning of an element

Quoted Transmission Charges: **Rs. 140 Million**
Completion Schedule:

Element No.	Completion Schedule in Months	Scheduled CoD of the Element	Actual CoD of the Element	% Charges recoverable on Scheduled CoD of the Element
Element 1	38	1-Oct-2019	1-Apr-2019	25%
Element 2	38	1-Jul-2019	1-Jul-2019	75%

Tariff Payment to be paid as:

Transmission Charges for Element 1			**Transmission Charges for Element 2**		
1-Apr-2019 to 30-Jun-19	140 X 25% X (91/365)	8.72	1-Apr-2019 to 30-Jun-19	--	0.00
1-July-19 to 31-Mar-20	140 X 100% X (274/ 365)				105.09
2	140 X 100% X 1				140
3	140 X 100% X 1				140
4	140 X 100% X 1				140
5	140 X 100% X 1				140
.....					
.....					
36 (1-Apr-30-Jun)	140 X 100% X (91/365)				34.91

The Transmission Charges shall be payable on monthly basis as computed above.

1.2 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

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%;

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Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 98.5% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98.5%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 98.5%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 98%and greater than or equal to 95.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%)

e. If Actual Transmission System Availability for the month m of contract year falls below 95%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 98%) - 0.02 * (Tmn * (AA/ 95%)

For DC System:

a. If Actual Transmission System Availability for the month m of contract year n is greater than or equal to 95% and less than or equal to 96%;

Monthly Transmission Charges MTC(m) = Tmn *1

b. If Actual Transmission System Availability for the month m of contract year n exceeds 96% and less than or equal to 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 96%)

c. If Actual Transmission System Availability for the month m of contract year n is greater than 99.75%;

Monthly Transmission Charges MTC(m) = Tmn * (99.75% / 96%)

d. If Actual Transmission System Availability for the month m of contract year n is less than 95% and greater than or equal to 92.00%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%)

e. If Actual Transmission System Availability for the month m of contract year falls below 92%;

Monthly Transmission Charges MTC(m) = Tmn * (AA/ 95%) - 0.02 * (Tmn * (AA/ 92%)

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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.

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Schedule: 5

Quoted Transmission Charges

Quoted Transmission Charges: Rs. 2,367.85 Million

Proportionate Transmission Charges payable for each Element of the Project:

S. No	Name of the Transmission Element	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of AIS Balsane with 2 x 1500MVA, 765/400kV ICTs and 4 x 500MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level • 765/400 kV, 1500 MVA, ICT- 2 Nos.(7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor-1 No. (4 x 80 MVA single phase units including one spare Reactor Unit) • 400/220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor -1 No. • 765 kV ICT bays-2 Nos. • 400 kV ICT bays -6 Nos. • 220 kV ICT bays -4 Nos. • 765 kV line bays -4 Nos. • 400 kV line bays -6 Nos. • 220 kV line bays - 4 Nos. • 765 kV Bus Reactor bay - 1 No. • 400 kV Bus Reactor bay-1 No. • 220 kV Transfer Bus Coupler- 1 set • 220 kV Bus Coupler-1 No. **Space Provision for Future Scope:**	73.00% (for Elements at Sl. No. 1,2,4,5 & 6)	Elements at Sl. No. 1,2,4,5 & 6 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.

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S. No	Name of the Transmission Element	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
	• 1 x 1500MVA, 765/400 kV ICT • 1 x 500MVA, 400/220 kV ICT • 765 kV ICT bay- 1 No • 400 kV ICT bay- 2 Nos. • 220 kV ICT bay – 1 No • 765 kV line bay - 2 Nos. • 400 kV line bays-6 Nos. • 220 kV line bay – 6 Nos.		
2.	LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane		
3.	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 400 kV line end bays at 400 kV Malegaon (Proposed)-02 Nos	27.00%	Elements at Sl. No. 1,2,4,5 & 6 required to be commissioned prior to commissioning of Element at Sl. No. 3.
4.	LILO on 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane	73.00% (for Elements at Sl. No. 1,2,4,5 & 6)	Elements at Sl. No. 1,2,4,5 & 6 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
5.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at 220 kV Shivajinagar (Existing)-02 Nos		
6.	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV		

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S. No	Name of the Transmission Element	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
	Vikharan (MAHAGENCO Solar WIP) (Existing)-02 Nos		

Note:

1. *Space for 400 kV line bays at* Malegaon (Proposed), *220 kV line bays at Shivajinagar* (Existing) and *220 kV line bays at* Vikharan (Existing) *shall be provided by existing/Future Utility.* However, *In case of land constraints TSP may opt for GIS bays /Procure suitable land adjacent to the substations.*
2. *In case of LILO lines the technical specifications of Conductor and OPGW should be matching with existing line parameters.*

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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) $= \sum_{i=1}^{o} \frac{W_i(T_i - T_{NA_i})}{T_i} \Big/ \sum_{i=1}^{o} W_i$

AVs (Availability of s no. of HVDC pole) $= \sum_{j=1}^{s} \frac{W_j(T_j - TNA_j)}{T_j} \Big/ \sum_{j=1}^{s} W_j$

AV$_q$ (Availability of q no. of ICTs) $= \sum_{k=1}^{q} \frac{W_k(T_k - T_{NA_k})}{T_k} \Big/ \sum_{k=1}^{q} W_k$

AV$_r$ (Availability of r no. of SVCs) $= \left[\sum_{j=1}^{r} \frac{0.5 W_j (T_{Rj} - T_{NA_j})}{T_j} + \sum_{l=1}^{r} \frac{0.5 W_l (T_l - A_l)}{T_l} \right] \Big/ \left[\sum_{j=1}^{r} 0.5 W_j + \sum_{l=1}^{r} 0.5 W_l \right]$

AVp (Availability of p no of Swatched Bus reactors) $= \sum_{m=1}^{p} \frac{W_m(T_m - T_{NA_m})}{T_m} \Big/ \sum_{m=1}^{p} W_m$

AVt (Availability of t no. of HVDC Back-to-back Blocks) $= \sum_{n=1}^{t} \frac{W_n(T_n - T_{NA_n})}{T_n} \Big/ \sum_{n=1}^{t} W_n$

Where W_i = Weightage factor for i^{th} transmission line

W_j = Weightage factor for j^{th} HVDC pole

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W_k	=	Weightage factor for k^{th} ICT
W_{Ll}&W_{Cl}	=	Weightage factors for inductive & capacitive operation of lth SVC
W_m	=	Weightage factor for m^{th} bus reactor
W_n	=	Weightage factor for n^{th} HVDC back to back block.

T_i, T_j, T_k, T_{Ll}, T_{Cl}, = T_m&T_n	The total hours of ith AC line, j^{th} HVDC pole, k^{th} ICT, l^{th} SVC (Inductive Operation), l^{th} SVC (Capacitive Operation), m^{th} Switched Bus Reactor &n^{th} HVDC back-to-back block during the period under consideration (excluding time period for outages not attributable to Transmission Licensee for reasons given in Para 6 of the procedure)
T_{NAi}, T_{NAj}, T_{NAk} = T_{NAl}, T_{NAm},	The non-availability hours (excluding the time period for T_{NAi}, outages not attributable to transmission Licensee taken as T_{NAn}, deemed availability as per Para 5 of the procedure) for i^{th} AC line, j^{th} HVDC pole, k^{th} ICT, l^{th} SVC (Inductive Operation), l^{th} SVC (Capacitive Operation), m^{th} Switched Bus Reactor and n^{th} HVDC back-to-back block.

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Schedule: 7

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached here

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Schedule: 8

Contract Performance Guarantee

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

In consideration of the .....[Insert name of the SPV or Selected Bidder on behalf of the TSP, or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the Transmission Service Agreement dated .....and the other RFP Project Documents and the Nodal Agency and the .....[Insert the name of the BPC], agreeing to execute the *RFP Project Documents* with the Selected Bidder, regarding setting up the Project, the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to ..... (being the Nodal Agency) at .....[Insert the Place from the address of the Nodal Agency indicated in the TSA] forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... Crores (Rs. .....) only [Insert the amount of the bank guarantee] on behalf of M/s. ..... [Insert name of the Selected Bidder or SPV].

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

Our liability under this Guarantee is restricted to Rs. ..... Crores (Rs. .....) only. Our Guarantee shall remain in force until ..... [Insert the date of validity of the Guarantee as per Article 3.1.2 of this Agreement]. The Nodal Agency shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from ..... (in its roles as the Nodal Agency), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Selected Bidder],

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..... [Insert name of the TSP] and / or any other person. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

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

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

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

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against ..... [Insert name of the SPV] or the Selected Bidder, as the case may be, to make any claim against or any demand on ..... [Insert name of the SPV] or the Selected Bidder, as the case may be, or to give any notice to ..... [Insert name of the SPV] or the Selected Bidder, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against ..... [Insert name of the SPV] or the Selected Bidder, as the case may be.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. ..... Crores (Rs. .....) only and it shall remain in force until .....[Date to be inserted on the basis of Article 3.1.2of the Transmission Service Agreement], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by ..... [Insert name of the Selected Bidder or Lead Member in case of the Consortium or SPV]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

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In witness where of:

Signature .....

Name: .....

Power of attorney No.: .....

For:

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

Banker's Seal and Full Address, including mailing address of the Head Office

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SCHEDULE 8A
(ISB for CPG)
FORMAT FOR SURETY INSURANCE CONTRACT

(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 of India)

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] (hereinafter referred to as the **'Principal Debtor'** for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal **('RFP')** and other RFP Project Documents, subject to the condition of providing a Performance Bank Guarantee or a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the Nodal Agency, the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as **"Surety")** hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at _____ [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs.....) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency, and

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shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Nodal Agency.

The liability of the Surety under this Surety Insurance Contract is restricted to Rupees ..... Crores (Rs) only. The Surety Insurance Contract shall remain in force until [Insert the date of validity of the Surety Insurance Contract]. The Nodal Agency shall be entitled to invoke this Surety Insurance Contract up to three hundred sixty five (365) days after the last date of the validity of this Surety Insurance Contract.

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, containing the statement that the contractor has failed to meet its contractual obligations raised at the above mentioned address of the Surety (address of Surety office should be a place in NCR only) and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Nodal Agency on the Surety shall be conclusive and binding not withstanding any difference between the Nodal Agency and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenor (including Claim period) whichever is earlier.

The Surety shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, ... [Insert name of SPV], or [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person. The Surety shall not require the Nodal Agency to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Nodal Agency in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

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This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT 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 Surety.
In order to give effect to this surety Bond, the Nodal Agency shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, ... [Insert name of SPV], or...[Insert name of the Selected Bidder], or ..[Insert name of the TSP] and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely, [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the 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

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is entitled to assign its rights and obligations under the Transmission Service Agreement Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938

The Surety hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of nodal agency shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Nodal Agency in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so on behalf of the Surety

In witness where of:

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

Power of attorney No/ Employee No. as applicable.: .....

For:

..... [Insert Name of the Surety-Insurance Company]

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 Insurance Company.

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SCHEDULE 8B
(POI for CPG)

Format for Issuance of Payment on Order Instrument

Dear Sir,

1. Indian Renewable Energy Development Agency Limited ('IREDA")/PFC/REC has sanctioned a non-fund based limit loan of Rs. (Rupees.....Only) to M/s. ..... [Insert name of SPV or selected Bidder] under the Loan Agreement executed on ..... to execute Transmission System Projects.

2. 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] for the purposes of this Payment on Order Instrument ("POI") having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the draft of the Model Transmission Service Agreement provided along with the Request for Proposal (,,RFP") and other RFP Project Documents, subject to the condition of providing a POI guaranteeing the due performance of the obligations under the Transmission Service Agreement to the Nodal Agency, the.....[Insert name and address of the non-banking financial institutions(IREDA/PFC/REC) issuing the POI and address of the head office] (hereinafter referred to as **"Guarantor")** hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at ..... [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely ... .] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Guarantor at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees ..... Crores (Rs) only [Insert the amount of Payment on Order Instrument]

3. At the request of .....and on behalf of M/s. ....., [Insert name of SPV or selected Bidder] this Payment on Order Instrument (POI) for an amount of Rs. ..... (Rupees .....) is being issued with IREDA/PFC/REC assuming the obligations to remit such amount to MSTU from the sanctioned loan.

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4. This Payment on Order Instrument comes into force immediately and IREDA/PFC/REC confirms that it has sufficient amount out of the sanctioned loan and shall maintain the required amount to pay under this Payment on Order Instrument, during the validity and claim period of this Payment on Order Instrument.

5. This POI has been issued by IREDA/PFC/REC utilizing the credit limit of M/s.....[Insert name of SPV or selected Bidder] IREDA/PFC/REC confirms that its liability to pay under this Payment on Order Instrument shall be primary and independent of whether at the time of invocation of Payment on Order Instrument, the sanctioned funds are available or not and notwithstanding, the status of M/s.....

   [Insert name of SPV or selected Bidder] at the relevant time and to whether IREDA/PFC/REC is able to recover the amount advanced by it to the said developer.

6. IREDA/PFC/REC and M/s. .....[Insert name of SPV or selected Bidder] hereby acknowledges, accepts and confirms that this Payment on Order Instrument shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

7. IREDA/PFC/REC liability under this POI is restricted to Rupees Crores (Rs.....) only. This POI shall remain in force until..... [Insert the date of validity of the POI]. The Nodal Agency shall be entitled to invoke this POI up to three hundred sixty-five (365) days after the last date of the validity of this POI. This POI shall be extended from time to time for such period, as may be desired by the TSP.

8. The Guarantor hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, raised at the above-mentioned address of the Guarantor (address of Guarantor office should be in NCR only) and the Guarantor shall pay the amount to the Nodal Agency without reference to the TSP.

9. Any such demand made by the Nodal Agency on the Guarantor shall be conclusive and binding not withstanding any difference between the Nodal Agency and the TSP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Guarantor undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency

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and further agrees that the POI herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenure or (including Claim period) whichever is earlier.

10. The Guarantor shall make payment hereunder within two (02) working days on first demand without restriction or conditions and notwithstanding any objection or disputes raised by the TSP, namely, [Insert name of SPV], or [Insert name of the Selected Bidder], or [Insert name of the TSP] and/or any other person. The Guarantor shall not require the Nodal Agency to justify the invocation of this POI, nor shall the Guarantor have any recourse against the Nodal Agency in respect of any payment made hereunder.

11. This POI shall be interpreted in accordance with the laws of India.

12. The Guarantor represents that this POI Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor in the manner provided herein.

13. This POI 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.

14. This POI Contract shall be a primary obligation of the Guarantor as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this POI Contract to take any action in any court or arbitral proceedings against the TSP, namely, ... [Insert name of SPV], or..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be to make any claim against or any demand on the TSP, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to TSP, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the TSP, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

15. The Guarantor acknowledges that this POI Contract is not personal to the 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

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is entitled to assign its rights and obligations under the Transmission Service Agreement.

16. The Guarantor hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this POI Contract either in part or in full, as it may deem fit. In case of invocation of this POI Contract in part, besides making payment for the part of POI Contract invoked, Guarantor at the request of Nodal Agency shall amend the value of POI Contract to the extent of balance amount.

IN WITNESS WHERE OF the non- banking financial institutions through its authorized officer, has set its hand and stamp on this..... day of.....at.....

Signature .....
Name:
.....
Power of attorney No.:
.....For:
.....[Insert Name of the non- banking financial institutions Company]
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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BALSANE POWER TRANSMISSION LIMITED

Registered Office : YC Co Working Space, 3rd Floor, Plot No. 94, Dwarka, Sector. 13 Opp. Metro, Radisson Blu, N.S.I.T. Dwarka, Dwarka Sec-6, South West Delhi, New Delhi, India, 110075

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF BALSANE POWER TRANSMISSION LIMITED ("THE COMPANY") IN ITS MEETING HELD ON SEPTEMBER 28, 2026

Authority for making petitions to Maharashtra Electricity Regulatory Commission ("MERC") and to deal on behalf of the Company

"**RESOLVED THAT** the directors of the Company and Mr. T. Amarendranath Reddy, **("Authorized Representative")** be and are hereby severally authorized to:

a) Make/file an application / petition/ appeals to **Maharashtra Electricity Regulatory Commission (**MERC) /Tribunals/APTEL/Courts for grant of transmission licence and adoption of tariff, approval for creation of security, adjudication or any other petition(s)/application(s)/appeal(s) under Electricity Act, 2003 and to execute all necessary applications, documents, undertakings in connection therewith and personally appear before MERC or any other related statutory authority as may be required from time to time on behalf of the Company;
b) File petitions before MERC from time to time on behalf of the Company;
c) Appoint any consultant and lawyers for representing before MERC, CERC, APTEL, CEA, MOP, MSETCL or any other Regulatory Authority;
d) Deal with Nodal Agency/ Maharashtra State Transmission Utility/STU/SLDC/MSETCL/CTUIL or any other statutory agency for the purpose of Transmission Licence Tariff Adoption, for authorization under Section 164 of the Electricity Act, 2003, Connection Agreements etc. including signing and submission of undertaking on behalf of the Company for the purpose of compliance pertaining to TSA or any other law;
e) Register and operate online account of the Company to be created on MERC Portal, NSWS Portal or Portal of any other statutory authority for e-filing of petitions/applications/ 164 applications; and
f) Do all such acts, deeds, matters and things necessary to give effect to this resolution for **Establishment of 765/400/200 KV AIS BALSANE (Dist. Dhule)** (hereinafter referred to as"Project") awarded to the Company by REC Power Development and Consultancy Limited, the Bid Process Coordinator, appointed by the Government of Maharashtra (Energy Department).

RESOLVED FURTHER THAT a certified true copy of this resolution be issued, as may be required, under the signatures of any one of the Directors of the Company.**"**

Certified true copy
For Balsane Power Transmission Limited

SANDIP MAITY

Digitally signed by SANDIP MAITY
DN: c=IN, postalCode=122002, st=HARYANA, street=1117A MARUTI VIHAR CHAKARPURGURGAONGURGAON 122002, l=GURGAON, cn=Personal, title=8374, serialNumber=d4d4585e0e5961aa44f4f4047c7af02890ef7c8ab5db933d8d885b0114b991938, pseudonym=5403417f06f5b9327709fdb9342c45, 2.5.4.20=ef6d527ed7ebbe61c65d835b414a8a8a2148ec12eb1af1bb6e8faa84a308814f86, email=SANDIP.MAITY@RELITE.COM, cn=SANDIP MAITY
Date: 2026.09.29 11:58:31 +05'30'

Sandip Maity
Additional Director
DIN: 10862280
Address: 1117A, Maruti Vihar, Chakarpur,
Gurugram - 122002, Haryana

Date: 29.09.2026
Place: Gurugram

ANNEXURE - R
SCHEDULE 1
FORM OF APPLICATION FOR LICENCE

To,
The Secretary,
Maharashtra Electricity Regulatory Commission,
World Trade Centre, Centre No. 1, 13th Floor, Cuffe Parade, Mumbai - 400 005.

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: **Balsane Power Transmission Limited**

2. Primary Contact:

    a. Name: **Mr. T. Amarendranath Reddy**

    b. Contact Address: **RMZ Infinity, 5th Floor, Plot No. 15, Phase-IV, Udyog Vihar, Sector 18, Gurugram, Haryana, India - 122015**

    c. Phone Number: **+91 124 456 2000**

    d. Fax Number: **Not applicable**

    e. E-mail address: **tan.reddy@sterlite.com**

INFORMATION ABOUT THE APPLICANT

Sl. No.	Particulars	Information Provided
3.	Full legal name of organisation	**Balsane Power Transmission Limited**
4.	Registration number under applicable statute	**Corporate Identity Number U42202DL2025GOI459987; Registration No. 459987**
5.	Date of incorporation and registration	**18 December 2025**

Sl. No.	Particulars	Information Provided
6.	Registered office address	**YC Co Working Space, 3rd Floor, Plot No. 94, Dwarka, Sector 13, Opp. Metro, Radisson Blu, N.S.I.T. Dwarka, Dwarka Sec-6, South West Delhi, New Delhi, India – 110075**
7.	Names of promoters, along with their respective ownership percentages	**Resonia 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 public limited company incorporated under the Companies Act, 2013.

    The Certificate of Incorporation, Memorandum of Association and Articles of Association are enclosed 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	Details	
a. Name of person	Mr. Dhiraj Chaddha	Mr. Sandipan Sen

Particulars	Details	
b. Position in the applicant organisation	Assistant Vice President - Projects	Manager - Projects/Planning
c. Qualification	Electrical Engineer & MBA	Electrical Engineer
d. Area of expertise	Execution expertise Operations, Projects, Commercials, Stakeholder Management	Operations, Projects, Commercials, Stakeholder Management
e. Experience	27 years	16

BPTL is a project-specific special purpose vehicle. The Applicant will draw upon the technical, project, commercial, finance, regulatory, human-resources and information-technology resources of its promoter, Resonia Limited, for implementation of the Project.

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.

The Applicant proposes to establish and operate the intra-State transmission system titled "Establishment of 765/400/220 kV AIS Balsane (Dist. Dhule)" in the State of Maharashtra on a build, own, operate and transfer basis. The Project comprises the following new transmission elements and associated works:

S. No.	Scope of Transmission Scheme	Scheduled COD (Months from Effective Date)
1	Establishment of AIS Balsane with 2 x 1500 MVA, 765/ 400 kV ICTs and 4 x 500 MVA, 400/220 kV ICTs along with 1 x 240 MVAR Bus Reactor at 765 kV level & 1 x 125 MVAR Bus Reactor at 400 kV level. • 765/ 400 kV, 1500 MVA, ICT – 2 Nos. (7x500 MVA single phase units including one spare ICT Unit) • 240 MVAr, 765 kV Bus Reactor – 1 No. (4 x 80 MVA single phase units including one spare Reactor Unit) • 400/ 220 kV, 500 MVA, ICT-4 Nos. • 125 MVAr, 400 kV Bus Reactor – 1 No.	24 months

S. No.	Scope of Transmission Scheme	Scheduled COD (Months from Effective Date)
	• 765 kV ICT bays – 2 Nos. • 400 kV ICT bays – 6 Nos. • 220 kV ICT bays – 4 Nos. • 765 kV line bays – 4 Nos. • 400 kV line bays – 6 Nos. • 220 kV line bays – 4 Nos. • 765 kV Bus Reactor bay – 1 No. • 400 kV Bus Reactor bay – 1 No. • 220 kV Transfer Bus Coupler – 1 set • 220 kV Bus Coupler – 1 No. **Space Provision for Future Scope** • 1 x 1500 MVA, 765/ 400 kV ICT • 1 x 500 MVA, 400/ 220 kV ICT • 765 kV ICT bay – 1 No. • 400 kV ICT bay – 2 Nos. • 220 kV ICT bay – 1 No. • 765 kV line bay – 2 Nos. • 400 kV line bays – 6 Nos. • 220 kV line bay – 6 Nos.	
2	LILO of the 765 kV D/C Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane	24 months
3	400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed) • 220 kV line end bays at 220 kV Shivajinagar (existing) – 02 Nos	30 months
4	LILO of the 400 kV D/C Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) line at 765 kV AIS Balsane.	24 months

S. No.	Scope of Transmission Scheme	Scheduled COD (Months from Effective Date)
5	220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar with HPC conductor (600 MW each) • 220 kV line end bays at 220 kV Shivajinagar (Existing) – 02 Nos.	24 months
6	220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikharan (MAHAGENCO Solar WIP) • 220 kV line end bays at 220 kV Vikharan (MAHAGENCO Solar WIP) (Existing) – 02 Nos.	24 Months

The proposed AIS Balsane substation is located at Village Methi, Taluka Sindkheda, District Dhule, Maharashtra. The proposed Malegaon endpoint is at Village Saundane, Taluka Malegaon, District Nashik, Maharashtra. The Project also interfaces with existing or proposed transmission facilities at Dhule, Khandwa, Sardar Sarovar, Shivajinagar and Vikharan.

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.

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 proposed area of transmission does not include 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. 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 crossing 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 was incorporated on 18 December 2025 as a project-specific special purpose vehicle and, therefore, does not have Accounting Statements and Auditors' Reports for the preceding three years.

    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.

    The SPV proposes to incur capital expenditure of about INR 2250 Crores 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 INR 5 lakhs has been paid vide UTR Number 7863284710529.

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 do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statement/particulars contained herein not misleading.

Baisane Power Transmission Limited

Place: New Delhi
Date: 1 October 2026

Sign: _____
Name: Mr. T. Amarendranath Reddy
Designation: Director

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 BALSANE POWER TRANSMISSION LIMITED is incorporated on this EIGHTEENTH day of DECEMBER 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 **U42202DL2025GOI459987**

The Permanent Account Number (PAN) of the company is **AAOCB2277R***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELB31523C***

Given under my hand at Manesar this EIGHTEENTH day of DECEMBER TWO THOUSAND TWENTY FIVE

Document certified by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 2 <ROC.CRC@MCA.GOV.IN>.

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 2
Date: 2025.12.18 20:31:11 IST

JITHIN KRISHNAN B

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:

BALSANE POWER TRANSMISSION LIMITED

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

*as issued by Income tax Department

Form No. INC-33

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

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Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

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

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

BALSANE 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

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remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub-Stations.
3.To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission and distribution of power.
4.To plan, promote, develop, erect and maintain, operate and otherwise deal in Telecommunication networks and services in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports: to purchase, sell, import, export, assemble, manufacture, install, commission, maintain, operate commercially whether on own or along with other, on lease or otherwise. These networks and for such purposes to set up and/ or install all requisite communications facilities and other facilities including fibre optic links, digital microwave links, communication cables, other telecommunication means, telephone and other exchanges, co-axial stations, microwave stations, repeater stations, security system databases, billing systems, subscriber management systems and other communication systems whether consisting of sound, visual impulse, or otherwise, existing or that may be developed or invented in the future and to

	manufacture, purchase, sell, import, export, assemble, take or give on lease/rental/subscription basis or by similar means or otherwise deal in all components and other support and ancillary hardware and software systems, accessories, parts and equipments etc. used in or in connection with the operation of the above communication systems and networks including to deal with telecommunication operations or directly with the general public, commercial companies or otherwise.
(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are	1. To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad. 2.To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members. 3.To enter into any agreement, contract or any arrangement for the implementation of the power generation, evacuation, transmission and distribution system and network with Power/ Transmission Utilities, State Electricity Boards, Vidhyut Boards, Transmission

Companies, Generation Companies,
Licensees, Statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.
4.To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other
organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through Letter of Credits/ESCROW and other security documents.
5.To coordinate with the Central Transmission Utility of electricity generated by it under the relevant provisions of Electricity Act 2003 and any amendments thereto.
6.Subject to provisions of Sections 73, 74, 179, 180 & 186 and other applicable provisions of the Companies Act, 2013 and rules made thereunder and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/ aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the

Company may deem fit and
To repay, redeem or pay off any such securities or charges.
7.To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or to deal with the same.
8.To own, possess, acquire by purchase, lease or otherwise rights, title and interests in and to, exchange or hire real estate, equipment, Transmission lines, lands, buildings, apartments, plants, equipment, machinery, fuel blocks and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, reorganize,
manage, lease, sell,
exchange or otherwise dispose of the whole or any part thereof.
9.Subject to applicable provisions of Companies Act, 2013, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any Government authority, Corporation or body or by any company or body of persons and any option or right in respect thereof.
10.To create any depreciation fund, reserve fund, sinking fund, insurance fund, gratuity, provident fund or any other fund, for depreciation or for repairing, improving extendingor

maintaining any of the properties of the Company or for any other purposes whatsoever conducive to the interests of the Company.

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

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

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

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

15(a).To negotiate and enter into agreements and contracts with domestic and foreign companies,

persons or other organizations, banks and financial institutions, in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.
15(b). To negotiate and enter into
agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.
16.Upon and for the purpose of any issue of shares, debentures or any other securities of the Company, to enter into agreement with intermediaries including brokers, managers of issue/commission agents and underwriters and to provide for the remuneration of such persons for their services by way of payment in cash or issue of shares, debentures or other securities of the Company or by granting options to take the same or in any other manner as permissible under the law.
17.To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.
18.To make arrangements for training of all categories of employees and to employ or otherwise engage experts, advisors, consultants etc. in the interest of achieving the Company's objects.
19.To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.
20.To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by
the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the

purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

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

22.To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.

23.To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made
in any such arbitration.

24.To pay
out of the funds of the Company all costs, charges, expenses and preliminary and

incidental to the promotion, formation, establishment and registration of the Company or other expenses incurred in this regard.
25.Subject to provisions of Sections 181, 182 & 183 of Companies Act, 2013 to contribute money or otherwise assist to charitable, benevolent, religious, scientific national, defense, public or other institutions or objects or purposes.
26.To open an account or accounts with any individual, firm or company or with any bank bankers or shroofs and to pay into and withdraw money from such account or accounts.
27.To accept gifts, bequests, devises and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.
28.To carry out all or any of the objects of the company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and either alone or in conjunction with others.
29.To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.
30.To aid peculiarly or otherwise, any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or trouble or

the promotion of industry or trade.

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

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

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

34.Subject to provisions of the Companies Act, 2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for

sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in cooperation with the business of the Company or to benefit the Company or to the activities for which the Company has been established.

35.To apply for purchase, or otherwise acquire any trade marks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.

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

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

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

5 Every member of the company undertakes to contribute:

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

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * [ ] rupees.

(iii) The share capital of the company is [500000] rupees, divided into

50000	Equity Share	Shares of	10	Rupees each	

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

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

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

Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	VIJAY SHRIDHAR KULKARNI S/O SHRIDHAR GANESH KULKARNI NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O REGAL 501, MAPSKO ROYALE VILLE VATIKA INDIA NEXT, SECTOR-82, Narsinghpur GURGAON-122004 HARYANA OCCUPATION- SERVICE	1*3*7*8*	1 Equity,0 Preference		13/12/2025
2	MUKUL AGARWAL S/O 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 PALAMVIHAR, GURGAON-122017, HARYANA OCCUPATION-SERVICE	1*3*2*8*	1 Equity,0 Preference		13/12/2025
3	REC POWER DEVELOPMENT AND CONSULTANCY LIMITED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI-110003, THROUGH ITS CEO SAURABH RAGTOGI S/O PREM PRAKASH RASTOGI R/O TOWER J, G-04, PIONEER PARK, SECTOR-61, GURGAON-122001, HARYANA OCCUPATION-SERVICE	0*3*7*5*	49994 Equity,0 Preferenc		13/12/2025
4	JASPAL SINGH KUSHWAHA S/O MITHAI LAL KUSHWAHA NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O C-64/ FIRST FLOOR, JVTS GARDEN CHATTARPUR EXTENSION South West Delhi 110074 OCCUPATION-SERVICE	1*3*2*3*	1 Equity,0 Preference		13/12/2025
5	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	1*1*8*8*	1 Equity,0 Preference		13/12/2025
6	ARVIND KUMAR S/O NAND KISHOR SINGH NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O T4-8A, SAI VATIKA APARTMENT, SECTOR-63, FARIDABAD - 121004, OCCUPATION-SERVICE	1*3*2*3*	1 Equity,0 Preference		13/12/2025

7	ANIL KUMAR PERALA S/O VENKATESHAM PERALA 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		13/12/2025
Total shares taken			50000 Equity,0 Preference		

Signed before me

Membership type of the witness *(ACA/FCA/ACS/FCS/ACMA/FCMA)*	***Name of the witness**	***Address, Description and Occupation**	**DIN / PAN / Passport number / Membership number**	**DSC**	**Dated**
FCA	VINAY KUMAR	A-805, NX BYTET-3, NX ONE, TECH ZONE - IV, GREATER NOIDA WEST -201318	4*2*9*		13/12/2025

7 Shri / Smt _____ _____ Of _____ resident of

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

Form No. INC-34

e-AOA (e-Articles of Association)

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

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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	BALSANE 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 Act 2013 (b) the sealmeans the common seal of the company. (2) Unless the context otherwiserequires words or expressions contained in these regulations shall bear thesame meaning as in the Act or any statutory modification thereof in force atthe date at which these regulations become binding on the company. (3)Public company means a company which-(a) is not a private company (b)has a minimum paid-up share capital as may be prescribed Provided that acompany which is a subsidiary of a company not being a private company shallbe deemed to be public company for the purposes of this Act even where suchsubsidiary company continues to be a private company in its 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 daymanagement of the business of the Company shall be vested with the Board ofDirectors of the Company or such person(s) as may be authorized by the Boardfrom time to time. The Board may exercise all such powers of the Company and doall such acts deeds and things as are not prohibited by the Act or any otherlaw for the time being in force or by the Memorandum of Association of theCompany and without prejudice to the foregoing shall be responsible for allpolicy matters and the supervision direction and control of the conduct of thebusiness affairs and operations of the Company. (i) The first Directors of the Companyshall be 1.RAJESH RAJ 2. VIJAY SHRIDHAR KULKARNI 3. MUKUL AGARWAL (ii) At everyannual general meeting one-third of such of the directors for the time beingas are liable to retire by rotation or if their number is neither three nor amultiple of three then the number nearest to one-third shall retire fromoffice. (iii) The directors to retire by rotation at every annual generalmeeting shall be those who have been longest in

		60	office since their lastappointment but as between persons who became directors on the same day thosewho are to retire shall in default of and subject to any agreement amongthemselves be determined by lot. (iv) At annual general meeting at which adirector retires as aforesaid the company may fill up the vacancy byappointing the retiring director or some other person thereto. The Board ofDirectors of the Company shall consist of not less than 3 but not more than 15Directors. The appointment of Directors including the Chairman ManagingDirector Whole time Director Part-time Director shall be done in the GeneralMeetings in accordance with the provisions of the Companies Act 2013 and Rulesmade thereunder and shall be eligible for reappointment. However till theCompany is a Government Company REC Power Development and Consultancy Limited(RECPDCL)- the holding company shall have the full powers to recommend nominate the name of any Directors to be appointed on the Board of the Company.Further RECPDCL shall also have the power to remove any director from officeat any time in its absolute discretion. RECPDCL shall also have the right tofill any vacancies in the office of director caused by removal resignationdeath or otherwise. Subject to provisions of the Act the Company may bypassing the resolution in General Meeting increasedecrease the maximum numberof 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 thelaters absence for a period of not less than three months from India and suchappointment shall have effect and such appointee whilst he holds office as analternate director shall be entitled to notice of meeting of the Board and toattend and vote there at accordingly but he shall not require anyqualification and shall ipso facto vacate office if and when the absentDirector returns to India. Casual vacancies among Directors may be filled bythe Board of Directors at their meeting and any person so appointed shall holdthe office as per the provision of section 161 of the Act. Subject to theprovisions of Section 161 and other applicable provisions (if any) of the Actthe Board shall have power at any time and from time to time to appoint aperson as an Additional Director but so that the total number of Directorsshall not at any time exceed the maximum number fixed by these Articles. TheAdditional Director so appointed shall retire from Office at next annual GeneralMeeting but shall be eligible for election by the company at that meeting as aDirector.
☐	☐	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

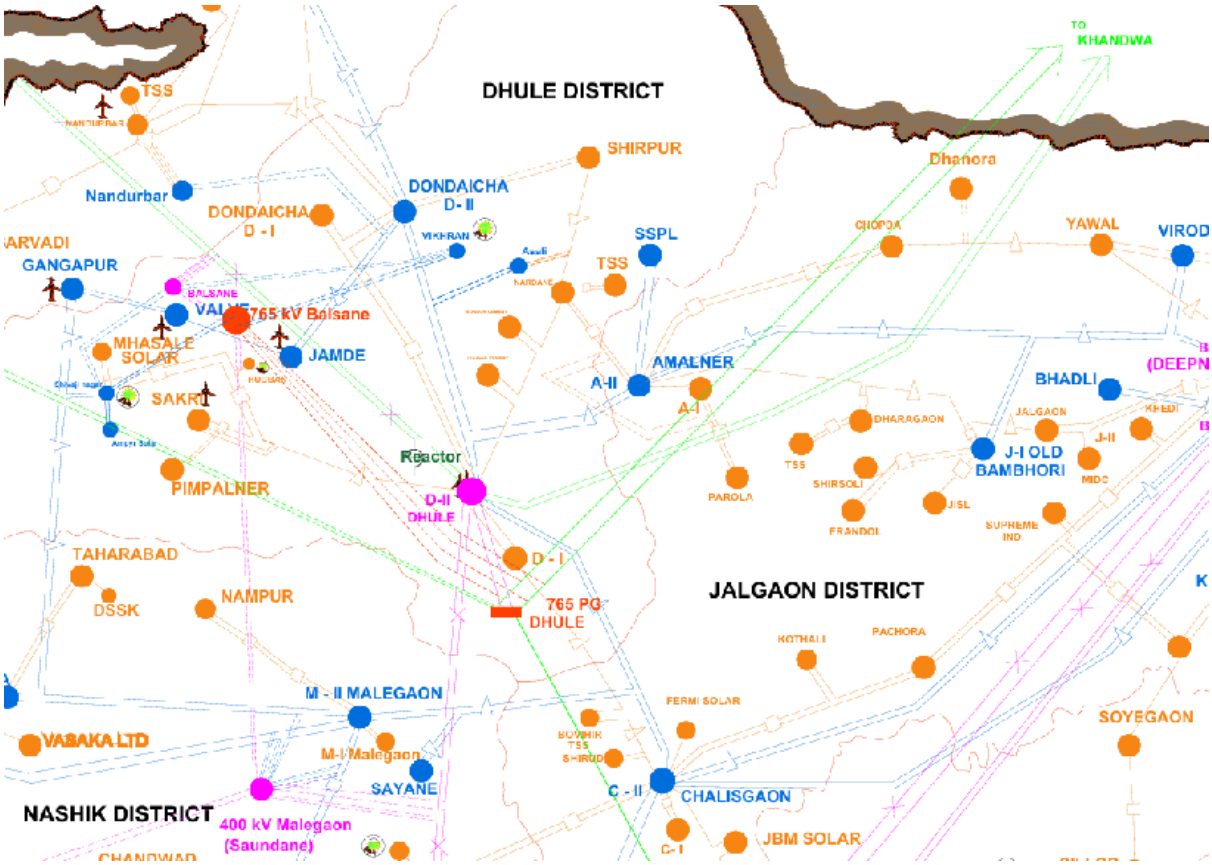
S. No.	Subscriber Details				
	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	***Place**	**DSC**	**Dated**
1	REC POWER DEVELOPMENT AND CONSULTANCY LIMI	0*3*7*5*	NEW DELHI		13/12/2025

	TED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI- 110003, THROUGH ITS CEO SAURABH RAGTOGI S/O PREM PRAKASH RASTOGI R/O TOWER J, G-04, PIONEER PARK, SECTOR-61, GURGAON-122001, HARYANA OCCUPATION-SERVICE				
2	JASPAL SINGH KUSHWAHA S/O MITHAI LAL KUSHWAHA NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O C-64/ FIRST FLOOR, JVTS GARDEN CHATTARPUR EXTENSION South West Delhi 110074 OCCUPATION-SERVICE	1*3*2*3*	NEW DELHI		13/12/2025
3	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	1*1*8*8*	NEW DELHI		13/12/2025
4	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		13/12/2025
5	ANIL KUMAR PERALA S/O VENKATESHAM PERALA 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		13/12/2025
6	VIJAY SHRIDHAR KULKARNI S/O SHRIDHAR GANESH KULKARNI NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O REGAL 501, MAPSKO ROYALE VILLE VATIKA INDIA NEXT, SECTOR-82, Narsinghpur GURGAON-122004 HARYANA OCCUPATION- SERVICE	1*3*7*8*	NEW DELHI		13/12/2025
7	MUKUL AGARWAL S/O RAJESH KUMAR NOMINEE OF REC POWER DEVELOPMENT AND CONSULTANCY LIMITED R/O HOUSE NO. 767, SEC	1*3*2*8*	NEW DELHI		13/12/2025

	OND FLOOR, ANSAL C-2 BL OCK, NEAR WATER TANK A NSAL PLAZA SECTOR-3 PAL AMVIHAR, GURGAON-1220 17, HARYANA OCCUPATION -SERVICE				

Signed before me						
Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**	***Place**	**DSC**	**Dated**
FCA	VINAY KUM AR	A-805, NX BYTE T-3, NX ONE, TE CH ZONE - IV, G REATER NOIDA WEST -201318	4*2*9*	NEW DELH I		13/12/2025

GRID MAP OF THE PROJECT



PUBLIC NOTICE

Balsane Power Transmission Limited

Registered Office: YC Co Working Space, 3rd Floor, Plot No. 94, Dwarka, Sector. 13 Opp. Metro, Radisson Blu, N.S.I.T. Dwarka, Dwarka Sec-6, South West Delhi, New Delhi, India, 110075

CIN: U42202DL2025GOI459987

Inviting Suggestions/Objections on Balsane Power Transmission Limited's Application for Grant of Transmission License

1. Balsane Power Transmission Limited has filed an Application for grant of Transmission License before the Maharashtra Electricity Regulatory Commission ("MERC"/ "Hon'ble Commission") under the provisions of Sections 14 and 15 of the Electricity Act, 2003 and the Maharashtra Electricity Regulatory Commission (Transmission License Conditions) Regulations, 2004, as amended from time to time. The Hon'ble Commission has admitted the Application on [●] and directed Balsane Power Transmission Limited to publish a Public Notice under Section 15(2) of the Electricity Act, 2003.

2. Balsane Power Transmission Limited has been incorporated as a Special Purpose Vehicle for establishment of the 765/400/220 kV AIS Balsane (Dist. Dhule) long with the associated lines, bays, LILO arrangements and scope of future expansion in the State of Maharashtra. The Project is planned for evacuation of power from Renewable Energy (RE) projects in Balsane and the surrounding region, having RE potential of around 3–4 GW, and for mitigating demand growth in the Nashik region through establishment of a strong 765 kV source and creation of a 400 kV network. The Project has been awarded through Tariff Based Competitive Bidding process conducted by REC Power Development and Consultancy Limited (RECPDCL), notified as the Bid Process Coordinator by the Government of Maharashtra.

3. The Project consists of establishment of AIS Balsane with 2 × 1500 MVA, 765/400 kV ICTs and 4 × 500 MVA, 400/220 kV ICTs, along with associated bus reactors, bays and provision for future expansion; LILO of 765 kV D/C line from Dhule (BDTCL) to Khandwa PS at 765 kV AIS Balsane; 400 kV D/C line from 765 kV AIS Balsane to 400 kV Malegaon (Proposed); LILO of 400 kV D/C line from Dhule (MSETCL) to Sardar Sarovar SSP (Gujarat) at 765 kV AIS Balsane; 220 kV D/C line from 765 kV AIS Balsane to 220 kV Shivajinagar; and 220 kV D/C line from 765 kV AIS Balsane to 220 kV Vikhiran (MAHAGENCO Solar WIP), along with associated line bays. The Applicant has been

acquired by the successful bidder pursuant to the bidding process and is required to obtain Transmission License for establishment, operation and maintenance of the said intra-State Transmission System in the State of Maharashtra. Accordingly, Balsane Power Transmission Limited has applied for grant of Transmission License.

4. The Hon'ble Commission has directed Balsane 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 are as under:

   a. **Name: Mr. T. Amarendranath Reddy**

   b. **Address from which to obtain the Application copy for inspection or purchase:** 5th Floor, RMZ Infinity, Plot No. 15, Udyog Vihar – IV, Gurugram - 122015, Haryana, India

   c. **Timing for inspection or purchase:** During working days between 10:00 hrs to 18:00 hrs.

   d. Detailed Application Documents (in English) along with CD on payment of ₹(100) in cash or by DD/Cheque drawn on "Balsane Power Transmission Limited" payable at New Delhi.

   e. Website address from where the copy of Application may be downloaded free of cost: https://www.resonia.com/

5. In response to the Public Notice published, every person who intends to file suggestions/objections can submit the same in English or Marathi language in writing by uploading it through 'E-Public Consultation' Tab on MERC website (www.merc.gov.in/epublic-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. T. Amarendranath Reddy (Director), Balsane Power Transmission Limited, 5th Floor, RMZ Infinity, Plot No. 15, Udyog Vihar – IV, Gurugram - 122015, Haryana, India, Email: tan.reddy@sterlite.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. Balsane Power Transmission Limited shall reply to each of the objections/comments received within three days of receipt of the same, but not later than [●], for all the objections/comments received till [●].

Place:
Date

sd/-
T. Amarendranath Reddy
(Director)

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

Filing No.
Case No.

IN THE MATTER OF:

Balsane Power Transmission Limited **...Petitioner**

VERSUS

Maharashtra State Electricity Transmission Company Limited & Anr. **...Respondents**

MEMO OF AUTHORIZATION

I, Mr. T. Amarendranath Reddy, authorized signatory of the Petitioner, do hereby appoint Mr. Deep Rao Palepu [D/1368/2014], Mr. Arjun Agarwal [D/6412/2018], Mr. Rajesh Jha [D/8199/2021] Ms. Shikha Sood [D/8487/2021], Ms. Iqra Khan [D/14731/2023], Mr. Karthikeyan M. [MS/3333/2023] and Mr. Prajeet Ghosh [D/2723/2024] Advocate(s) to hereby act, appear, plead and appoint counsel for us and on our behalf in the above captioned matter.

IN WITNESS WHEREOF we have set and subscribed our hands to this writing on this 1st day of October 2026.

Balsane Power Transmission Limited

Balsane Power Transmission Limited
Mr. T. Amarendranath Reddy
Petitioner

M. Karthikeyan
MS/3333/2023

Place: New Delhi
Date: 01/10/2026

TRILEGAL
Advocates for the Petitioners
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First Floor, D3, District Centre,
Saket, New Delhi-110017
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Phone No.+917042643321

Deep Rao Palepu
(D/1368/2014)

Prajeet Ghosh
D/2723/2024

Rajesh
D/8199/2021

Shikha
D/8487/2024

Iqra Khan
(D/14731/2023)

A Agarwal

Arjun Agarwal
(D/6412/2018)

BALSANE POWER TRANSMISSION LIMITED

Registered Office : YC Co Working Space, 3rd Floor, Plot No. 94, Dwarka, Sector. 13 Opp. Metro, Radisson Blu, N.S.I.T. Dwarka, Dwarka Sec-6, South West Delhi, New Delhi, India, 110075

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF BALSANE POWER TRANSMISSION LIMITED ("THE COMPANY") IN ITS MEETING HELD ON SEPTEMBER 28, 2026

Authority for making petitions to Maharashtra Electricity Regulatory Commission ("MERC") and to deal on behalf of the Company

"**RESOLVED THAT** the directors of the Company and Mr. T. Amarendranath Reddy, **("Authorized Representative")** be and are hereby severally authorized to:

a) Make/file an application / petition/ appeals to **Maharashtra Electricity Regulatory Commission (**MERC) /Tribunals/APTEL/Courts for grant of transmission licence and adoption of tariff, approval for creation of security, adjudication or any other petition(s)/application(s)/appeal(s) under Electricity Act, 2003 and to execute all necessary applications, documents, undertakings in connection therewith and personally appear before MERC or any other related statutory authority as may be required from time to time on behalf of the Company;

b) File petitions before MERC from time to time on behalf of the Company;

c) Appoint any consultant and lawyers for representing before MERC, CERC, APTEL, CEA, MOP, MSETCL or any other Regulatory Authority;

d) Deal with Nodal Agency/ Maharashtra State Transmission Utility/STU/SLDC/MSETCL/CTUIL or any other statutory agency for the purpose of Transmission Licence Tariff Adoption, for authorization under Section 164 of the Electricity Act, 2003, Connection Agreements etc. including signing and submission of undertaking on behalf of the Company for the purpose of compliance pertaining to TSA or any other law;

e) Register and operate online account of the Company to be created on MERC Portal, NSWS Portal or Portal of any other statutory authority for e-filing of petitions/applications/ 164 applications; and

f) Do all such acts, deeds, matters and things necessary to give effect to this resolution for **Establishment of 765/400/200 KV AIS BALSANE (Dist. Dhule)** (hereinafter referred to as"Project") awarded to the Company by REC Power Development and Consultancy Limited, the Bid Process Coordinator, appointed by the Government of Maharashtra (Energy Department).

RESOLVED FURTHER THAT a certified true copy of this resolution be issued, as may be required, under the signatures of any one of the Directors of the Company.**"**

Certified true copy
For Balsane Power Transmission Limited

SANDIP MAITY

Digitally signed by SANDIP MAITY
DN: c=IN, postalCode=122002, st=HARYANA, street=1117A MARUTI VIHAR CHAKARPURGURGAONGURGAON 122002, l=GURGAON, cn=Personal, title=8374, serialNumber=d4d685ba0e5961aa44f4f4047c7af02890ef7c8abfcdb933d8d8850011469919138, pseudonym=5403417f06f5b9327709fdb9342c45, 2.5.4.20=ef6d527ed7ebbe61c65d8350414a8a0a214bc12eb1af1bb6e9faa84a308814f86, email=SANDIP.MAITY@TATAELITE.COM, cn=SANDIP MAITY
Date: 2026.09.29 11:58:31 +05'30'

Sandip Maity
Additional Director
DIN: 10862280
Address: 1117A, Maruti Vihar, Chakarpur,
Gurugram - 122002, Haryana

Date: 29.09.2026
Place: Gurugram