

BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY

COMMISSION, NEW DELHI

PETITION NO. /TL/2024

IN THE MATTER OF:

Gadag Transmission Limited

...Applicant

Versus

Central Transmission Utility of India & Ors.

...Respondents

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Through



TRILEGAL
Advocates for the Applicant
1st Floor, A & B Wing,
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Saket, New Delhi – 110017

Place: New Delhi
Date: 17.01.2024

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI
PETITION NO. /TL/2024**

IN THE MATTER OF:

Gadag Transmission Limited ...Applicant

Versus

Central Transmission Utility of India & Ors. ...Respondents

MEMO OF PARTIES

Gadag Transmission Limited

138, Ansal Chambers – II,

Bhikaji Cama Place,

New Delhi-110066

...Applicant

Versus

1. Central Transmission Utility of India

Through its Chairman

“Saudamini”, Plot No-2,

Sector-29, Gurgaon

Haryana – 122001.

...Respondent No. 1

2. Kerala State Electricity Board Limited

Through its Authorised Representative

Vaidhyuthi Bhawan, Pattom,

Thiruvananthapuram, Kerala- 695004

...Respondent No. 2

**3. Tamil Nadu Generation and Distribution
Company Limited**

Through its Authorised Representative

NPKRR Maaligai, 144,

Anna Salai, Chennai- 600002

...Respondent No. 3

**4. Southern Power Distribution Company of
Andhra Pradesh Limited**

- Through its Authorised Representative
D. NO:19-13-65/A,
Srinivasapuram Tiruchanoor Road,
Tirupati – 517503 ...Respondent No. 4
5. **Eastern Power Distribution Company of Andhra Pradesh Limited**
Through its Authorised Representative
P&T Colony, Seethammadhara,
Visakhapatnam- 530017 ...Respondent No. 5
6. **Southern Power Distribution Company of Telangana Limited**
Through its Authorised Representative
6-1-50, Mint Compound,
Hyderabad-500 063 ...Respondent No. 6
7. **Northern Power Distribution Company of Telangana Limited**
Through its Authorised Representative
2-5-31/2 Vidyuth Bhavan, Nakkalgutta,
Hanamkonda, Warangal-506001 ...Respondent No. 7
8. **Bangalore Electricity Supply Company Limited**
Through its Authorised Representative
K.R. Circle, Bengaluru-560001 ...Respondent No. 8
9. **Gulbarga Electricity Supply Company Limited**
Through its Authorised Representative
Station Road, Kalaburagi, Karnataka 585102 ...Respondent No. 9
10. **Hubli Electricity Supply Company Limited**
Through its Authorised Representative
Navanagar, P.B. Road, Hubli-580025 ...Respondent No. 10
11. **Mangalore Electricity Supply Company Limited**
Through its Authorised Representative
MESCOM Bhavan, Kavoov Cross Road,

- Bejai, Mangalore – 575004 ...Respondent No. 11
12. **Chamundeshwari Electricity Supply Corporation Limited**
Through its Authorised Representative
No. 29, Vijaynagar 2nd Stage,
Hinkal, Mysore- 570017 ...Respondent No. 12
13. **Electricity Department, Govt of Puducherry**
Through its Authorised Representative
137, NSC Bore Road, Electricity Department,
Puducherry- 605001. ...Respondent No. 13

Through



TRILEGAL
Advocates for the Applicant
1st Floor, Wing A&B, Prius Platinum,
D-3, District Centre,
Saket, New Delhi-110017

Place: New Delhi

Date: 17.01.2024

BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY

COMMISSION, NEW DELHI

PETITION NO. /TL/2024

IN THE MATTER OF: *Application under Sections 14, 15, 79(l)(e) of the Electricity Act, 2003 read with Regulation 7 of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking Transmission License for Gadag Transmission Limited for the Transmission Project to be constructed through regulated tariff mechanism (RTM)*

IN THE MATTER OF:

Gadag Transmission Limited ...Applicant

versus

Central Transmission Utility of India & Ors. ...Respondents

APPLICATION UNDER SECTIONS 14, 15, 79 (1)(e) OF THE ELECTRICITY ACT, 2003 FOR GRANT OF TRANSMISSION LICENSE

I. CONSPECTUS

1. Gadag Transmission Limited (“**Applicant**” / “**GTL**”) has filed the present petition under Section 14, 15 and 79 (1) (e) of the Electricity Act, 2003 (“**Electricity Act**”) read with Regulation 7 of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 (“**CERC Transmission Licence Regulations**”) for grant of Transmission Licence in order to undertake the “Augmentation of transformation capacity at 400/200kV Gadag PS in Karnataka by 1x500 MVA, 400/200 kV ICT (6th)” (“**Project**”) in line with Office Order dated 28.10.2021 (“**Office Order dated 28.10.2021**”) issued by Ministry of Power (“**MoP**”) and under the Regulated Tariff Mechanism (“**RTM**”).

2. It is submitted that Central Transmission Utility of India Limited (“**Respondent No. 1**” / “**CTUIL**”) vide its Office Memorandum dated 02.01.2024 (“**CTUIL OM dated 02.01.2024**”) has approved the Transmission System for GTL to be implemented under RTM in terms of MoP’s Office Order dated 28.10.2021. As per MoP’s Office Order dated 28.10.2021, CTUIL has been empowered to approve inter-State Transmission Systems along with their mode of implementation, which costs less than or equal to Rs. 100 Crores.

3. As per S. No 8 of Annexure 1 to CTUIL’s OM dated 02.01.2024, the scope of work of GTL is as under: -

“8. Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220kV ICT (6th)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Augmentation of Transformation Capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6th)	<ul style="list-style-type: none"> • 1x500 MVA, 400/220 kV ICT • 400kV ICT bay- 1 No. • 220kV ICT bay- 1 No. 	18 months from the date of issue of OM by CTUIL
Total Estimated Cost:			₹ 57.59 Crore

4. In order to augment the transformation capacity at Gadag PS by 1 x 500 MVA, GTL is approaching this Hon'ble Commission in terms of Sections 14 and 15 of the Electricity Act read with CERC Transmission License Regulations for grant of transmission license. Hence, the present petition seeking grant of transmission license.

II. DESCRIPTION OF PARTIES

5. The Petitioner / Applicant, Gadag Transmission Limited, is a company incorporated under Companies Act, 2013, having its registered office at 138, Ansal Chambers – II, Bhikaji Cama Place, New Delhi-110066, and is the Transmission Service Provider (“**TSP**”) for implementing the Project viz. “Augmentation of transformation capacity at 400/200kV Gadag PS in Karnataka by 1x500 MVA, 400/200 kV ICT (6th)”. GTL is a Special Purpose Vehicle (“**SPV**”) acquired by ReNew Transmission Ventures Private Limited (“**RTVPL**”) to establish “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka -Part A”, on Build, Own, Operate and Maintain basis under TBCB mechanism.

6. Respondent No. 1 is Central Transmission Utility of India Ltd., the Central Transmission Utility within the meaning of Section 38 of the Electricity Act, 2003 undertaking transmission of electricity through Inter State Transmission System and discharging inter-alia functions of planning co-ordination relating to ISTS with all concerned authorities.
7. Respondent No. 2 is Kerala State Electricity Board Limited, a distribution licensee supplying power to the State of Kerala, having its office at Vaidhyuthi Bhawan, Pattom, Thiruvananthapuram, Kerala- 695004.
8. Respondent No. 3 is Tamil Nadu Generation and Distribution Company Limited, a power generation and distribution public sector undertaking owned by the Government of Tamil Nadu, having its office at NPKRR Maaligai, 144, Anna Salai, Chennai- 600002.
9. Respondent No. 4 is Southern Power Distribution Company of Andhra Pradesh Limited, a distribution licensee in the State of Andhra Pradesh, having its office at D. NO:19-13-65/A, Srinivasapuram Tiruchanoor Road Tirupati – 517503.
10. Respondent No. 5 is Eastern Power Distribution Company of Andhra Pradesh Limited, a distribution licensee in the State of Andhra Pradesh, having its office at P&T Colony, Seethammadhara, Visakhapatnam- 530017.
11. Respondent No. 6 is Southern Power Distribution Company of Telangana Limited, a distribution licensee in the State of Telangana, having its corporate office at 6-1-50, Mint Compound, HYDERABAD-500 063.
12. Respondent No. 7 is Northern Power Distribution Company of Telangana Limited, a distribution licensee in the State of Telangana, having its corporate office at 2-5-31/2 Vidyuth Bhavan, Nakkalgutta, Hanamkonda, Warangal-506001.
13. Respondent No. 8 is Bangalore Electricity Supply Company Limited, one of the four distribution licensees operating in the State of Karnataka, having its corporate office at K.R. Circle, Bengaluru-560001.
14. Respondent No. 9 is Gulbarga Electricity Supply Company Limited, one of the four distribution licensees operating in the State of Karnataka, having its office at Station Road, Kalaburagi, Karnataka 585102.

15. Respondent No. 10 is Hubli Electricity Supply Company Limited, one of the four distribution licensees operating in the State of Karnataka, having its corporate office at Navanagar, P.B. Road, Hubli-580025.

16. Respondent No. 11 is Mangalore Electricity Supply Company Limited, one of the four distribution licensees operating in the State of Karnataka, having its corporate office at MESCOM Bhavan, Kavour Cross Road, Bejai, Mangalore – 575004.

17. Respondent No. 12 is Chamundeshwari Electricity Supply Corporation Limited, a successor entity to Karnataka Power Transmission Corporation Limited and MESCOM in respect of Distribution and retail supply of Electric power for five districts of Karnataka (Mysore, Chamarajanagar, Mandya, Hassan and Kodagu), having its office at No. 29, Vijaynagar 2nd Stage, Hinkal, Mysore- 570017.

18. Respondent No. 13 is Electricity Department, Govt of Puducherry, a deemed licensee under Section 14 of Electricity Act, 2003 carrying on the business of Transmission, Distribution and retail supply of Electricity in Puducherry, Karaikal, Yanam and Mahe Regions of the Union Territory of Puducherry, having its office at 137, NSC Bore Road, Electricity Department, Puducherry- 605001.

III. FACTUAL BACKGROUND

19. On 28.10.2021, MoP vide its Office Order No. 15/3/2018-Trans-Pt (5) re-constituted the National Committee on Transmission ("NCT"). Relevant terms of reference of the NCT as detailed in the Office Order dated 28.10.2021 are reproduced below:

“2. Terms of Reference (ToR) of the NCT are as under: The NCT shall evaluate the functioning of the National Grid on a quarterly basis. The Central Transmission Utility (CTU), as mandated under the Electricity Act, 2003, is to carry out periodic assessment of transmission Requirement under Inter-State Transmission System (ISTS). The CTU shall also make a comprehensive presentation before the NCT every quarter for ensuring development of an efficient; co-ordinated and economical ISTS for smooth flow of electricity. The CTU, in the process, may also take inputs from the markets to identify constraints and congestion in the transmission system.

...

viii The NCT shall recommend to Ministry of Power (MoP) for implementation of the ISTS for projects with cost more than Rs 500 crore, along with their mode of

implementation i.e. Tariff Based Competitive Bidding (TBCB) / Regulated Tariff Mechanism (RTM), as per the existing Tariff Policy. However, the NCT shall approve the ISTS costing between Rs 100 crore to Rs.500 crore or such limit as prescribed by MoP from time to time, along with their mode of implementation under intimation to MoP. The ISTS costing less than or equal to Rs. 100 crores. or such limit as prescribed by MoP from time to time, will be approved by the CTU along with their mode of implementation under intimation to the NCT and MoP. After approval of the ISTS by the NCT or the CTU as the case may be, the TBCB project shall be allocated to Bid Process Coordinators through Gazette Notification, while the RTM project shall be allocated to CTU."

A copy of MoP's Office Order dated 28.10.2021 is annexed hereto and marked as **Annexure P-1**.

20. On 10.12.2021, GTL entered into a Transmission Service Agreement (“**TSA date 10.12.2021**”) with its Long-Term Transmission Customers ("LTTCs") i.e. Vena Energy Vidyuth Private Limited and Renew Solar Power Private Limited for implementation of the transmission system on Build, Own, Operate and Maintain (“**BOOM**”) basis through Tariff Based Competitive Bidding (“**TBCB**”) Process. A copy of the TSA dated 10.12.2021 is annexed hereto and marked as **Annexure P-2**.

21. On 18.07.2022, this Hon’ble Commission vide Order in Petition No. 105/TL/2022 titled **Gadag Transmission Limited v. Renew Solar Power Pvt. Ltd. & Ors.** granted transmission license to GTL to undertake establishing of “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka -Part A”, on BOOM basis (“**Transmission System**”), through TBCB Process, consisting of the following elements: -

<i>Sl. No.</i>	<i>Name of the Transmission Element</i>	<i>Scheduled COD from Effective Date</i>
<i>1</i>	<i>Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1X125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 2 nos. 400 kV ICT bays – 2 nos. 220 kV ICT bays – 2 nos. 400 kV line bays – 2 nos.</i>	<i>18 Months</i>

	<p>220 kV line bays – 4 nos. 125 MVAR, 420 kV reactor – 1 no. 420 kV reactor bay – 1 no. 220 kV bus coupler (BC) bay -1 no. 220 kV transfer bus coupler(TBC) bay- 1 no.</p> <p>Future provisions:</p> <p>400 kV :</p> <ul style="list-style-type: none"> • Space for 400 kV Line bay with switchable line reactor: 8 nos. • 400/220kV ICT along with associated bay: 4 nos. <p>220kV :</p> <ul style="list-style-type: none"> • Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus) • Bus coupler bay: 1 nos. • Transfer Bus coupler bay: 1 nos. • Space for future 400/220kV ICT bay: 4 nos. • Space for future line bay: 8 nos 	
2	Gadag PS - Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/c line	
3	400 kV GIS line bays at Narendra (new) for Gadag PS-Narendra (New) PS 400 kV D/c Line 400 kV GIS line bays – 2 nos	

A copy of the order dated 18.07.2022 passed in Petition No. 105/TL/20212 granting transmission license to GTL for establishment of Transmission System under Tariff Based Competitive Bidding is annexed hereto and marked as **Annexure P-3**.

22. On 18.07.2022, this Hon'ble Commission issued transmission license i.e., License No. 76/Transmission/2022/CERC to GTL to undertake establishing of the Transmission

System through TBCB Process. The Transmission License was forwarded by this Hon'ble Commission to GTL by way of a cover letter dated 08.09.2022. A copy of License No. 76/Transmission/2022/CERC dated 18.07.2022 along with the cover letter dated 08.09.2022 is annexed hereto and marked as **Annexure P-4**.

23. On 29.09.2023, the proposal of CTU was discussed in 23rd Consultation Meeting for Evolving Transmission Scheme (CMETS) in SR held on 29.09.2023. In the said meeting CTU informed the SR constituents that the 'Manual on Transmission Planning Criteria, 2023' issued by CEA has come into effect from 01.04.2023 wherein it was specified that N-1 reliability criteria may be considered for ICTs at the ISTS / STU pooling stations for renewable energy-based generation of more than 1000 MW after considering the capacity factor of renewable generating stations. Accordingly, for meeting the N-1 reliability criteria, augmentation of 1x500 MVA, 400/220 kV ICT (6th) at Gadag PS is required. After detailed deliberations, augmentation of transformation capacity by 1x500 MVA (6th), 400/220 kV ICT at Gadag PS was agreed, the relevant portion is extracted as under:

“CTU informed that presently, Gadag PS is under implementation with transformation capacity of 2500 MVA (5x500 MVA, 400/220kV ICTs) and 2x500 MVA ICTs are expected by Dec '23 & 3x500 MVA ICTs are expected by May '24. Further, connectivity of 2385 MW has been granted at Gadag PS which have already crossed the ICT capacity considering the power factor. Further for meeting the N-1 reliability criteria as per CEA's revised Planning Criteria, augmentation of 1x500 MVA, 400/220 kV ICT (6th) at Gadag PS is required. After detailed deliberations, augmentation of transformation capacity by 1x500 MVA (6th), 400/220 kV ICT at Gadag PS was agreed.”

A copy of the relevant extracts of the Minutes of the 23rd Consultation Meeting for Evolving Transmission Scheme (CMETS) in SR held on 29.09.2023 is annexed hereto and marked as **Annexure P-5**.

24. On 02.01.2024, CTUIL issued Office Memorandum (in pursuance to Office Order dated 28.10.2021 issued by MoP) and *inter alia* approved implementation of the present Project to be established by GTL under RTM. Relevant portion of the Office Memorandum dated 02.01.2024 is reproduced below:

“

OFFICE MEMORANDUM

Sub: Inter-State Transmission Schemes (costing up to Rs.100 Cr.) to be taken up for implementation under Regulated Tariff Mechanism (RTM).

The undersigned is directed to inform that CTU has approved the implementation of the following ISTS costing less than or equal to Rs.100 Cr. in line with the MoP office order dated 28.10.2021 under the Regulated Tariff Mechanism (RTM) mode by the implementing agencies as indicated in the table below:

Sl.No.	Name of Transmission Scheme	Implementing Agency
...		
Southern Region		
...		
8.	Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220 kV ICT (6th)	Gadag Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.)

...

The detailed scope of works for the above transmission schemes is given at **Annexure I**.

The above transmission schemes are awarded to the Implementing Agency for its implementation under RTM mode. The implementing agency shall enter into a concession agreement with CTU for the implementation of the above-mentioned transmission schemes through the Regulated Tariff Mechanism (RTM).

This issues with the approval of Competent Authority.

...

Southern Region

...

8. Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220kV ICT (6th)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Augmentation of Transformation Capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6th)	<ul style="list-style-type: none"> • 1x500 MVA, 400/220 kV ICT • 400kV ICT bay- 1 No. • 220kV ICT bay- 1 No. 	18 months from the date of issue of OM by CTUIL

<i>Total Estimated Cost:</i>	<i>₹ 57.59 Crore</i>
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A copy of the OM dated 02.01.2024 issued by CTUIL pertaining to inter-state transmission schemes to be implemented under Regulated Tariff Mechanism is annexed hereto and marked as **Annexure P-6**.

IV. SUBMISSIONS

25. It is submitted that in the aforementioned estimated cost provided by CTUIL, the cost components towards Incidental Expenditure During Construction (“**IEDC**”), Interest During Construction (“**IDC**”) and any other contingency provisions have not been shown separately. As CTUIL has not provided any detailed cost break-up for this scope of work awarded to GTL, GTL craves leave to submit the "Completed Cost" for the above scope including the cost components towards IEDC and IDC and any other contingency as a part of petition to be filed for Determination of Tariff, in line with the provisions of the Regulations for determination applicable at that time. The final completion cost of the Project shall be based on the actual capital expenditure incurred by the project developer by employing prudent utility practices including competitive bidding process for procurements. The same shall be subject to prudence check by this Hon'ble Commission at the time of tariff determination.

26. It is submitted that in terms of CTUIL’s OM dated 02.01.2024 approving implementation of the ISTS Scheme to be undertaken by GTL under RTM, GTL is taking steps to implement the said Project. For this purpose, GTL will sign a Concession Agreement with CTUIL. GTL craves leave to submit the signed Concession Agreement before this Hon'ble Commission as and when the same is executed.

27. It is submitted that the said Project has been granted to GTL which was incorporated as an SPV by ReNew Transmission Ventures Private Limited to establish “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka -Part A”, on Build, Own, Operate and Maintain basis under TBCB mechanism. The Certificate for Incorporation for GTL was issued by Registrar of Companies, Manesar, Rajasthan on 02.06.2020. A copy of GTL’s Certificate of Incorporation dated 02.06.2020 is annexed hereto and marked as **Annexure P-7**.

Copies of the Memorandum of Association and Articles of Association of GTL is annexed herewith and marked as **Annexure P-8 (Colly)**.

28. It is submitted that GTL is already a Transmission Licensee in terms of the Electricity Act and is in the process of establishing the Transmission System, implementation of which was awarded through TBCB route. However, since additional augmentation work has been awarded to GTL by CTUIL as part of the Project to be implemented through RTM, GTL is approaching this Hon'ble Commission for a separate license to implement the Project awarded by CTUIL under RTM. Copy of the SLD Diagram of the Gadag Pooling Station outlining the scope of TBCB works and the augmentation scheme awarded under RTM is attached hereto and marked as **Annexure P-9**.

29. It is submitted that the above approach of GTL is consistent with the directions of this Hon'ble Commission in the Order dated 21.10.2021 in Petition No. 604/MP/2020 titled ***NRSS XXXI (A) Transmission Limited, (now known as Powergrid Kala Amb Transmission Limited) vs. UPPCL & Ors.*** wherein this Hon'ble Commission had directed the transmission license applicant (who already held a transmission license for a TBCB transmission project) to apply for a separate license for its transmission project being implemented through RTM. Relevant findings and directions of this Hon'ble Commission are extracted hereunder: -

“22. As we have already observed, the provisions of the Act do not put any restriction for issuing a second licence to a person, in case it fulfils all necessary requirements specified in the Act and Transmission Licence Regulations. During the course of hearing, the representative of the Applicant has fairly admitted that the Applicant as such has no objection if the Commission considers to issue a separate licence for RTM based assets/ elements instead of amending the existing licence issued to the Petitioner to include such RTM based assets/ elements. The learned counsel appearing on behalf of CTUIL also submitted during the hearing that the Commission may take a considered view in the subject matter as more such situations are likely to come up in the near future.

...

24. In view of the foregoing discussions, we are of the view that the Applicant may approach the Commission for grant of a separate transmission licence for the RTM based assets/ elements. Accordingly, the Applicant is granted liberty to approach the Commission for obtaining a separate transmission licence for implementation of 125 MVAR, 420 kV Bus Reactor at Kala Amb on the RTM route by way of a separate Petition in accordance with law. The filing fees

deposited in the instant Petition shall be adjusted against the Petition to be filed by the Applicant in terms of the liberty granted as above.”

30. It is submitted that Section 14 of the Electricity Act provides that the Appropriate Commission may, on an application made under Section 15 of the Act, grant licence to any person to transmit electricity as a transmission licensee in any area as may be specified in the Licence. The word 'person' has been defined in Section 2(49) of the Electricity Act to include any company or body corporate or association or body of individuals, whether incorporated or not, artificial or juridical person. Therefore, in terms of Sections 14, 15 & 79 (1) (e) of the Electricity Act, GTL is filing the present Petition/Application seeking grant of Transmission Licence for Project being implemented through RTM.

31. Further, it is submitted that Section 15(1) of the Electricity Act provides that every application under Section 14 shall be made in such manner and in such form as may be specified by the Appropriate Commission and shall be accompanied with such fees as may be prescribed. To this effect, this Hon'ble Commission has notified the CERC Transmission Licence Regulations. This Hon'ble Commission in the said CERC Transmission Licence Regulations has prescribed the form of Application and also the amount of fee for making an application for grant of Transmission Licence. Accordingly, GTL is submitting the present Application in such prescribed format along with the fees as per Regulation 7(1) of the said Regulations. A copy of duly filled Form-I is enclosed herewith and marked as **Annexure P-10**.

32. It is submitted that the grant of transmission license is a pre-condition under Section 12 of the Electricity Act, and GTL cannot proceed with the establishment of the Project unless license is granted to it.

33. It is submitted that a copy of the Application for grant of Transmission Licence is being forwarded to each of the Respondents in terms of Regulation 7(4) of CERC Transmission Licence Regulations.

34. It is further submitted that GTL is simultaneously submitting/furnishing a copy of the instant Application to Central Transmission Utility, as required under Section 15 (3) of the Electricity Act and Regulation 7(6) of CERC Transmission Licence Regulations, 2009 seeking appropriate recommendations, if any, in accordance with Section 15 (4) of the Act. In addition, CTUIL is also a Respondent in the present petition.

35. The present Application/Petition for grant of Transmission Licence is being posted/hosted on its website: <https://www.renew.com/renew-india> as per Regulation 7(5) of CERC Transmission Licence Regulations so as to facilitate the access of the Application by any person through internet.

36. GTL further craves leave of this Hon'ble Commission to submit relevant information/ documents as and when required to comply with the obligations under the provisions of law.

37. GTL undertakes to comply with all the other requirements as provided in the CERC Transmission License Regulations read with Order dated 22.01.2022 passed in Petition No.1/SM/2022 in relation to the publication of notices, service on the beneficiaries of the Petitioner's Project. Accordingly, the Petitioner shall place on record the compliance reports before the Hon'ble Commission.

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

39. It is submitted that Section 14 of the Electricity Act, 2003 empowers the Appropriate Commission to grant License.

V. PRAYER

40. In view of the above, it is most respectfully prayed that this Hon'ble Commission may be pleased to: -

- (a) Issue/Grant the Transmission License to the Gadag Transmission Limited, for establishing, operating and maintaining the Transmission System of "Augmentation of transformation capacity at 400/200kV Gadag PS in Karnataka by 1x500 MVA, 400/200 kV ICT (6th)" comprising of assets/elements as detailed in the present petition, in terms of Sections 14, 15 and 79 (1) (e) of the Electricity Act;
- (b) Condone any inadvertent errors/omissions/shortcomings and permit GTL to add/change/modify/alter these pleadings and make further submissions as may be required at a future date;

(C) Pass such other orders as this Hon'ble Commission deems fit.



Gadag Transmission Limited
Petitioner

Through

A handwritten signature in blue ink, appearing to read "Trilegal".

Trilegal
Advocates for the Petitioner
1st Floor, Wing A&B, Prius Platinum,
D-3, District Centre,
Saket, New Delhi-110017

Place: New Delhi

Date: 17.01.2024

BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION, NEW DELHI

PETITION NO. .../TL/2024

IN THE MATTER OF:

Gadag Transmission Limited ...Petitioner

Versus

Central Transmission Utility of India Limited & Ors. ...Respondents

AFFIDAVIT

I, Mohit Jain son of Shri Rajender Parshad Jain aged 39 years residing at B-324, Majlis Park, New Delhi-110033 do solemnly affirm and say as follows:

1. I state that I am the Authorised Signatory of Gadag Transmission Limited, the Petitioner in the above matter and am competent and duly authorized to swear and depose the present Affidavit.

2. That I have read and understood the contents of the accompanying Petition and I say and submit that the facts stated therein are true and correct to the best of my knowledge based on the records maintained by the Petitioner and the submissions made therein are on legal advice which I believe to be true. No part of it is false and nothing material has been concealed therefrom.

3. I say that the annexures annexed to the accompanying Petition are true copies of its respective originals.

Gadag Transmission Limited DEPONENT Mohit

NOTARY POOJA BHASIN ADVOCATE Regd No.:10651 GOVT. OF INDIA

24/1/24 VERIFICATION: Pooja Bhasin ADVOCATE Regd No.:10651 GOVT. OF INDIA

Verified at New Delhi on this 16 day of JAN 2024 that the contents of the above Affidavit are true to the best of my knowledge and belief and nothing material has been concealed therefrom.

NOTARY PUBLIC Pooja Bhasin

Gadag Transmission Limited DEPONENT Mohit

I identify the deponent who has signed/put T.I in my presence

16 JAN 2024

ANNEXURE P-1

No.15/3/2018-Trans-Pt(5)
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi

Dated, the 28th October 2021

OFFICE ORDER

Subject: - Re-constitution of the “National Committee on Transmission” (NCT) - reg.

In super-session of this Ministry's Office Order No. 15/3/2017-Trans dated 04.11.2019, regarding constitution of the National Committee on Transmission (NCT) and subsequent amendment issued vide this Ministry's Office Order No. 15/3/2018-Trans Pt(5) dated 20.05.2021, the undersigned is directed to state that the composition and terms of reference of the existing NCT are amended as mentioned below:

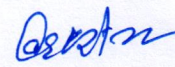
1. Composition of NCT

1	Chairperson, Central Electricity Authority (CEA)	Chairman
2	Member(Power System), CEA	Member
3	Member(Economic & Commercial), CEA	Member
4	Joint Secretary level officer nominated by Secretary, MNRE	Member
5	Director(Trans), M/o Power, Govt. of India	Member
6	Chief Operating Officer, Central Transmission Utility	Member
7	CMD POSOCO	Member
8	Advisor(Energy) , NITI Aayog	Member
9	Two experts from Power Sector to be nominated by MoP*	Members
10	Chief Engineer (from Power System Wing), CEA	Member Secretary

* Will be nominated for a maximum period of two years from the date of their nomination.

2. Terms of Reference (ToR) of the NCT are as under:

- i. The NCT shall evaluate the functioning of the National Grid on a quarterly basis.
- ii. The Central Transmission Utility (CTU), as mandated under the Electricity Act, 2003, is to carry out periodic assessment of transmission requirement under Inter-State Transmission System (ISTS). The CTU shall also make a comprehensive presentation before the NCT every quarter for ensuring development of an efficient, co-ordinated and economical ISTS for smooth flow of electricity. The CTU, in the process, may also take inputs from the markets to identify constraints and congestion in the transmission system.

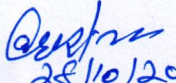

28/10/2021

- iii. The CTU after consulting Regional Power Committee(s) [RPC(s)] shall submit the proposal for expansion of ISTS to the NCT for their consideration. For proposal upto Rs. 500 crores, prior consultation with RPC would not be required.
 - iv. As per provision of Electricity (Planning, Development and Recovery of ISTS charges) Rules 2021, the CTU shall also prepare a five-year rolling plan for ISTS capacity addition every year. The Annual Plan shall be put up to the NCT six months in advance, e.g. The Annual Plan for FY 2023-24 will be put up before the NCT by 30th September 2022..
 - v. After considering the recommendations of the CTU and views of the RPCs, the NCT shall propose expansion of ISTS after assessing the trend of growth in demand and generation in various regions, constraints, if any, in the inter- State, inter- Region transfer of power, which are likely to arise in the near term/ medium term, so that transmission does not constrain the growth.
 - vi. The NCT shall formulate the packages for the proposed transmission schemes for their implementation.
 - vii. The NCT shall estimate the cost of transmission packages and may constitute a cost committee for this purpose.
 - viii. The NCT shall recommend to Ministry of Power (MoP) for implementation of the ISTS for projects with cost more than Rs 500 crore, along with their mode of implementation i.e. Tariff Based Competitive Bidding (TBCB) / Regulated Tariff Mechanism (RTM), as per the existing Tariff Policy. However, the NCT shall approve the ISTS costing between Rs 100 crore to Rs.500 crore or such limit as prescribed by MoP from time to time, along with their mode of implementation under intimation to MoP. The ISTS costing less than or equal to Rs. 100 crores, or such limit as prescribed by MoP from time to time, will be approved by the CTU along with their mode of implementation under intimation to the NCT and MoP. After approval of the ISTS by the NCT or the CTU (as the case may be), the TBCB project shall be allocated to Bid Process Coordinators through Gazette Notification, while the RTM project shall be allocated to CTU.
 - ix. The NCT shall allocate the task of carrying out survey amongst the CTU and Bid Process Coordinators by maintaining a roster.
3. The NCT meetings shall be held every quarter, and on monthly basis, if required.
 4. While making their recommendations,
 - i. the NCT shall keep in mind the relevant Act, Rules, Regulation, policies and guidelines such as but not limited to - Electricity Act 2003, National Electricity Policy, Tariff Policy, Electricity (Transmission System Planning, Development and Recovery of Inter-State Transmission Charges) Rules, 2021, Guidelines for Encouraging Competition in Development of Transmission Projects, Tariff based Competitive Bidding Guidelines for Transmission Service and any specific advice received from MoP.
 - ii. For enabling growth of Renewable Energy (RE) capacity, areas which have high solar/wind energy potential, as identified by Ministry of New and Renewable Energy

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28/10/2021

(MNRE), need to be connected to ISTS, so that the RE capacity can come up there. This is a national mission as a part of our energy transition goal.

5. This issues with the approval of the Hon'ble Minister of Power and New & Renewable Energy.


28/10/2021
(Bihari Lal)

Under Secretary to the Govt. of India

Telefax: 23325242


Email: transdesk-mop@nic.in

To

1. All Members of NCT.
2. Secretary, Ministry of New & Renewable Energy, Govt. of India.
3. Chairperson, CEA, New Delhi.
4. Secretary, CERC
5. CMDs of all CPSUs under the Ministry of Power, Govt. of India.
6. Heads of all autonomous bodies under the Ministry of Power, Govt. of India.
7. Finance/ Budget Section, Ministry of Power.
8. Power/ Energy Secretaries of all States/UTs.
9. Chief Executives of all State Power Transmission Utilities.
10. CEO, NITI Aayog, New Delhi.

Copy to:

- i. PS to Hon'ble MoP/ PS to Hon'ble MoSP/Sr PPS/ PPS/ PS to Secretary(Power)/ AS&FA/ AS(SKGR)/ AS(VKD)/ all Joint Secretaries/ Economic Advisor/ Chief Engineer(Th)/ all Directors/ Dy. Secretaries, Ministry of Power.
- ii. Technical Director, NIC, M/o Power, for publishing this order on the website of M/o Power.


28/10/2021

ANNEXURE P-2

TRANSMISSION SERVICE AGREEMENT

FOR

**PROCUREMENT OF TRANSMISSION
SERVICES**

**FOR TRANSMISSION OF ELECTRICITY
THROUGH TARIFF BASED COMPETITIVE
BIDDING FOR**

TRANSMISSION SYSTEM FOR

**TRANSMISSION SCHEME FOR SOLAR
ENERGY ZONE IN GADAG (2500 MW),
KARNATAKA - PART A**

BETWEEN

VENA ENERGY VIDYUTH PRIVATE LIMITED

RENEW SOLAR POWER PRIVATE LIMITED

AND

GADAG TRANSMISSION LIMITED

10.12.2021

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SCHEDULES

Schedule : 1	List of Long Term Transmission Customers
Schedule : 2	Project Description and Scope of Project
Schedule : 3	Scheduled COD
Schedule : 4	Safety Rules and Procedures
Schedule : 5	Computation of Transmission Charges
Schedule : 6	Transmission Charges
Schedule : 7	Escalation Index
Schedule : 8	List of Articles
Schedule: 9	Appendix II & III of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019
Schedule : 10	Entire Bid (both financial bid and technical bid) of the Selected Bidder
Schedule : 11	Contract Performance Guarantee
Schedule : 12	Supplementary Agreement



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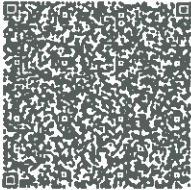
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL61760858990111T
 Certificate Issued Date : 10-Dec-2021 11:04 AM
 Account Reference : IMPACC (IV)/ dl775803/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL77580315791984340729T
 Purchased by : GADAG TRANSMISSION LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : GADAG TRANSMISSION LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : GADAG TRANSMISSION LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते



₹ 100

Please write or type below this line

IN-DL-6176085

THIS TRANSMISSION SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 10th of December of Two Thousand and Twenty One

Between:

Persons whose names, addresses and other details are provided in Schedule 1 of this Agreement (collectively referred to as the "Long Term Transmission Customers" and individually referred to as the "Long Term Transmission Customer" respectively), which

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.

Abhishek

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

And

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

(Each of the “Long Term Transmission Customer” or “Long Term Transmission Customers” and “TSP” are individually referred to as “Party” and collectively as the “Parties”)

AND WHEREAS:

- A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-Reverse bidding process through issuance of RFP for selecting a Successful Bidder to build, own, operate and maintain the Project comprising of the Elements mentioned in Schedule 2 (hereinafter referred to as the Project)
- B) Pursuant to the said e-Reverse bidding process, the BPC shall identify the Selected Bidder as the TSP, who will be responsible to set up the Project on build, own, operate and maintain basis and to provide Transmission Service to the Long Term Transmission Customers on the terms and conditions contained in this Agreement and the Transmission License.
- C) The Selected Bidder will acquire one hundred percent (100%) of the equity shareholding of Gadag Transmission Limited along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement;
- D) The TSP has agreed to make an application for a Transmission License to the Appropriate Commission for setting up the Project on build, own, operate and maintain basis.
- E) The TSP has further agreed to make an application to the Appropriate Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.
- F) The Long Term Transmission Customers agree, on the terms and subject to the conditions of this Agreement, to use the available transmission capacity of the Project and pay to TSP the Transmission Charges as determined in accordance with the terms of this Agreement.
- G) The terms and conditions stipulated in the Transmission License issued by the Appropriate 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 Appropriate Commission shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SETFORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE: 1**1 DEFINITIONS AND INTERPRETATIONS****1.1 Definitions:**

- 1.1.1 The words/expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued/framed by the Appropriate 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 company of at least twenty six percent (26%) of the voting rights of the other company;

“Agreed Form” in relation to any document shall mean the form of the document most recently agreed to by the Parties and initialled by them for identification;

“Allocated Project Capacity” shall mean, for each Long Term Transmission Customer, the sum of the generating capacities allocated to such Long Term Transmission Customer from the ISGS and the contracted power, if any, as adopted by CERC from time to time in determining sharing of transmission charges between the Long Term Transmission Customers;

“Appropriate Commission” shall mean the Central Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, or the State Regulatory Commission referred to in Section 82 of the Electricity Act or the Joint Commission referred to in Section 83 of the Electricity Act, as the case may be;


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“Arbitration Tribunal” shall mean the tribunal constituted under Article 16 of this Agreement;

“Availability” in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Appendix –II to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 attached herewith in Schedule 9;

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

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

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

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

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

“Bidding Guidelines” shall mean the “Tariff Based Competitive Bidding Guidelines for Transmission Service” and “Guidelines for Encouraging Competition in Development of Transmission Projects” issued by Government of India, Ministry of Power dated 13th April 2006 under Section – 63 of the Electricity Act and as amended from time to time;

“Bid Process Coordinator” or **“BPC”** shall mean a person or its authorized representative as notified by the Government of India / concerned State Government, responsible for carrying out the process for selection of Transmission Service Provider;

“Business Day” shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the concerned Long Term Transmission Customers’ registered office is located;

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

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under Section-76 of the Electricity Act, 2003 or its successors;


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“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;

Provided that the COD shall not be a date prior to the Scheduled COD mentioned in the TSA, unless mutually agreed to by all Parties;

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

“Connection Agreement” shall mean the agreement between the CTU/STU and the TSP, setting out the terms relating to the connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System as per the provisions of the IEGC / 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 Termination Notice or a Long Term Transmission Customer’s Preliminary Termination Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any Indian Governmental Instrumentality 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 TSA up to (but not including) the COD of the Element of the Project in relation to an Element and up to (but not including) the COD of the Project in relation to the Project;

“Contractors” shall mean the engineering, procurement, construction, operation & maintenance contractors, surveyors, advisors, consultants, designers, suppliers to the TSP and each of their respective sub-contractors (and each of their respective successors and permitted assigns) in their respective capacities as such;

“Contract Performance Guarantee” shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Long Term Transmission Customers from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 11, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;


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Page 8 of 140

“**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 mean the utility notified by the Central Government under Section-38 of 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 a Long Term Transmission Customer and the TSP or between the Long Term Transmission Customers (jointly) and the TSP, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

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

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

“**Electrical Inspector**” shall mean a person appointed as such by the Appropriate 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, which has a separate Scheduled COD as per Schedule 3 of this Agreement and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 6 of this Agreement;

“**Escalable Transmission Charges**” shall mean the charges as specified in Schedule 6 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 35 (thirty five) years from the Scheduled 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 Customers:

“Financial Year” shall mean a period of twelve (12) months at midnight Indian Standard Time (IST) between 1st April & 31st March:

“Force Majeure” and **“Force Majeure Event”** shall have the meaning assigned thereto in Article 11:

“GOI” shall mean Government of India:

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of sub-section (1) of Section 86 of the Electricity Act 2003, as applicable:

“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 Appropriate Commission or tribunal or judicial or quasi-judicial body in India but excluding TSP and Long Term Transmission Customers:

“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 / Long Term Transmission Customer's substations (as the case may be) which shall include, without limitation, all other





transmission lines, gantries, sub-stations and associated equipments not forming part of the Project;

“Invoice” shall mean a Monthly Transmission Charges Invoice, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

“Invoice Dispute Notice” shall have the same meaning as defined in Article 10.9.2 of this Agreement;

“Late Payment Surcharge” shall have the meaning ascribed thereto in Article 10.8;

“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 Appropriate Commission;

“Lead Long Term Transmission Customer” shall have the meaning as ascribed hereto in Article 18.1.1 of this Agreement;

“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;

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

“Lenders” means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI), mutual funds, etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the TSP of its obligations to the Long Term Transmission Customers under this Agreement in any manner and shall also does not lead to an increase in the liability of any of the Long Term Transmission Customers;

“Lenders Representative” shall mean the person notified by the Lenders in writing as being the representative of the Lenders and such person may from time to time be replaced by the Lenders pursuant to the Financing Agreements by written notice to the TSP;


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“Long Term Transmission Customer(s)” shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five (25) years or more, and for the purposes of this Project, shall refer to entities listed in Schedule 1 of this Agreement or any such other person who executes a Supplementary Agreement for availing Transmission Service as per the provisions of the TSA;

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

“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 for the relevant Contract Year as specified in Schedule 5 of this Agreement;

“Monthly Transmission Charges Invoice” or “Monthly Bill” shall mean a monthly invoice comprising the Monthly Transmission Charges, as per Schedule 5 hereof;

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

“Non-Escalable Transmission Charges” shall mean the charges as specified in column (4) of Schedule 6 of this Agreement;

“Notification” shall mean any notification, issued in the Gazette of India;

“O & M Contractor” shall mean the entity appointed from time to time by the TSP to operate, maintain & repair any of the Element(s) of the Project;

“Open Access Customer” shall mean a consumer permitted by the State Commission to receive supply of electricity from a person other than distribution licensee of his area of supply or a generating company (including captive generating plant) or a licensee, who has availed of or intends to avail of open access;

“Operating Period” for any Element of the Project shall mean the period from (and including) the COD of such Element of the Project, up to (and including) the Expiry Date and for the Project, shall mean the period from (and including) the COD of the Project, up to (and including) the Expiry Date;

“Parent Company” shall mean a Company 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;



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“Preliminary Termination Notice” shall mean a Long Term Transmission Customers’ Preliminary Termination Notice or TSP’s Preliminary Termination Notice, as the case may be, as defined in Article 13 of this Agreement;

“Project” shall mean transmission system for “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka - Part A”, as detailed in Schedule 2 of this Agreement;

“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;

“RFP” shall mean Request For Proposal dated 09.09.2021 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of 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. TSA; and
- b. Share Purchase Agreement

“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;

“Rated Voltage” shall mean the manufacturers design 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 Long Term Transmission Customers;


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“**Rebate**” shall have the meaning as ascribed to in Article 10.7 of this Agreement;

“**Scheduled COD**” in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 3 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 3 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 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 herewith as Schedule 10 on or prior to the Effective Date;

“**Share Purchase Agreement**” shall mean the agreement amongst REC Power Development and Consultancy Limited, Gadag Transmission Limited and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the Gadag Transmission Limited for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

“**Short Term Transmission Customer(s)**” shall mean a transmission customer other than the Long Term Transmission Customer;

“**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;

“**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 to acquire one hundred percent (100%) equity shares of Gadag 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 maintain basis as per the terms of the TSA and other RFP Project Documents;

“**Supplementary Agreement**” shall mean the agreement as annexed hereto in Schedule 12 of this Agreement;

“**Supplementary Bill**” or “**Supplementary Invoice**” shall mean a bill other than a Monthly Bill raised by any of the Parties in accordance with Article 10.10;



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“Target Availability” shall have the meaning as ascribed hereto in Article 8.2 of this Agreement;

“Technically Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in RFP;

“Termination Notice” shall mean a Long Term Transmission Customer Termination Notice or TSP Termination Notice, as the case may be given by Parties pursuant to the provisions of Articles 3.3.2, 3.3.4, 13.3 and 13.4 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 Commission, payable to the TSP by the Long Term Transmission Customers, as per the provisions of TSA ;

“Transmission Customer(s)” shall mean any person using the Project, including the Open Access Customers;

“Transmission License” shall mean the license granted by the Appropriate Commission in terms of the relevant regulations for grant of such license issued under the Electricity Act;

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

“Transmission Lines” shall mean all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switchgear and other works;

“Transmission Service” shall mean making the Project available for use by the Transmission Customers as per the terms and conditions of this Agreement;

“Transmission Service Provider” or **“TSP”** shall mean the Gadag Transmission Limited, which has executed this Transmission Service Agreement and has been / shall be acquired by the Selected Bidder;

“Transmission System” shall mean a line with associated sub-stations or a group of lines inter-connected together along with associated sub-stations and the term includes equipment associated with transmission lines and sub-stations;


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“Unscheduled Interchange” shall have the meaning ascribed thereto in Rule 24 of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2009, as amended from time to time;

“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 a company 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 company;

“Week” means a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

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;



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"person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

"subsidiary" of a company or corporation (the holding company) shall be construed as a reference to any company or corporation:

- (i) which is controlled, directly or indirectly, by the holding company, or
- (ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (iii) which is a subsidiary of another subsidiary of the holding company, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, re-organization, dissolution, arrangement, protection or relief of debtors.

- 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.


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- 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 10 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 (f) 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 Agreement is executed and delivered by the Parties; 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 Gadag Transmission Limited along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, and
- c. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement.

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.2 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 unless extended by the Appropriate Commission for such period and on such terms and conditions as the Appropriate Commission may specify in this regard in terms of the procedures laid down by the Appropriate Commission for such matters.

2.2.2 This Agreement shall terminate before the Expiry Date:

- a. If a Termination Notice is served in accordance with Article 13
 - i. by the Majority Long Term Transmission Customers following a TSP Event of Default; or
 - ii. by the TSP following the Long Term Transmission Customers' Event of Default;
- b. If the Long Term Transmission Customers or the TSP serves a Termination Notice in accordance with Article 3.3.2 and 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 Appropriate Commission at least two years before the date of expiry of the Transmission License, seeking the Appropriate Commission's approval for extension of the term of Transmission License upto the Expiry Date.



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2.3.2 The TSP shall timely comply with all the requirements as may be laid down by the Appropriate Commission for extension of the term of the Transmission License beyond the initial term of 25 years and the TSP shall keep the Long Term Transmission Customers fully informed about progress on its application for extension of the term of Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations 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 for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 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 18 (Miscellaneous).



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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, on behalf of the TSP shall provide the Contract Performance Guarantee, acquire for the Acquisition Price, one hundred percent (100%) equity shareholding of Gadag Transmission Limited from REC Power Development and Consultancy Limited, who shall sell to the Selected Bidder, the equity shareholding of Gadag Transmission Limited along with all its related assets and liabilities, and apply to the Appropriate Commission for grant of Transmission License.

The Selected Bidder on behalf of the TSP will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rupees Nine Crore and Seventy Five Lakh only (Rs 9.75 Crore), which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees one Lakh (Rs. 100,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up)

- 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, unless such completion is affected due to the Long Term Transmission Customers' failure to comply with their obligations under Article 3.2 of this Agreement or by any Force Majeure Event, or if any of the activities is specifically waived in writing by the Majority Long Term Transmission Customers:

- a. To obtain the Transmission License for the Project from the Appropriate Commission;



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- b. To obtain the order for adoption of Transmission Charges by the Appropriate Commission, as required under Section 63 of the Electricity Act 2003;
- c. To submit to the Lead Long Term Transmission Customer and CEA the Project Execution Plan, within one hundred and twenty (120) days from the Effective Date. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 3 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, commissioning to commercial operation, necessary to demonstrate a complete and accurate understanding of the Project, as well as the TSP's knowledge of procedures and prevailing conditions in India. Submission of a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;
- d. To achieve Financial Closure;
- e. 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
- f. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of towers for the Project and shall have given to such Contractor an irrevocable notice to proceed.

3.2 Satisfaction of conditions subsequent by the Long Term Transmission Customers

- 3.2.1 The Long Term Transmission Customers shall provide, within six (6) months from the Effective Date, an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents

3.3 Consequences of non-fulfilment of conditions subsequent

- 3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a weekly basis, be liable to furnish to the Long Term Transmission Customers additional Contract Performance Guarantee of Rupees One Crore and Twenty Four Lakh Only (Rs 1.24 Crore) within two (2) Business Days of expiry of every such Week. Such additional Contract Performance Guarantee shall be provided to each Long Term Transmission Customer 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. The Long Term Transmission Customers shall be entitled to hold and/or invoke the Contract Performance


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Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

- (i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Long Term Transmission Customers in accordance with Article 3.3.1 hereof; or
- (ii) the TSP furnishes additional Performance Guarantee to the Long Term Transmission Customers in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

the Majority Long Term Transmission Customers, as per Article 18.1.5, 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 Appropriate Commission and the Lenders' Representative.

3.3.3 If the Long Term Transmission Customers elect to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Long Term Transmission Customers an amount of Rupees Nine Crore and Seventy Five Lakh only (Rs 9.75 Crore) only as liquidated damages. The Long Term Transmission Customers shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of Rupees Nine Crore and Seventy Five Lakh only (Rs 9.75 Crore) which shall be provided separately to each of the Long Term Transmission Customers on the basis of their Allocated Project Capacity in MW as on the dated seven (7) days prior to the Bid Deadline, and shall then return the balance Contract Performance Guarantee, if any, to the TSP. If the Long Term Transmission Customers are unable to recover the said amount of Rupees Nine Crore and Seventy Five Lakh only (Rs 9.75 Crore) or any part thereof from the Contract Performance Guarantee, the shortfall in such amount not recovered from the Contract Performance Guarantee, if any, shall be payable by the TSP to the Long Term Transmission Customers within ten (10) days after completion of the notice period.

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, shall be extended for a period of such Force Majeure Event, subject to a maximum extension period of three (3) Months, continuous or non-continuous in aggregate. Thereafter, this Agreement may be terminated by the Majority Long Term Transmission Customers or the TSP on mutually agreeable basis by giving a notice of at least seven (7) days, in writing to the other Party, with a copy to the Appropriate Commission and the Lenders' Representative and the Contract Performance Guarantee shall be returned as per


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the provisions of Article 6.5.2.

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. No adjustments to the Transmission Charges shall be allowed on this account.

- 3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Lead Long Term Transmission Customer shall approach the Appropriate Commission within seven (7) days of such termination for further necessary directions as per the provisions of the Electricity Act 2003.

3.4 Progress Reports

The TSP and the Lead Long Term Transmission Customer shall notify one another in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3 and 3.2.



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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 2 of this Agreement in accordance with:
 - i. the Grid Code, the grid connectivity standards applicable to the Transmission Line and the sub-station as per 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) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 and as amended from time to time,
 - ii. Prudent Utility Practices and the Law;

not later than the Scheduled COD as per Schedule 3 of this Agreement;
- c. for entering into a Connection Agreement with the CTU/STU (as applicable) 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;



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- g. to provide to the Long Term Transmission Customers with a copy to CEA, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with Agreed Form) to enable the Long Term Transmission Customers / CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities.
- h. To procure the products associated the Transmission System as per provisions of Public Procurement (Preference to Make in India) order issued by Ministry of Power vide order No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

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

- i. to comply with all its obligations undertaken in this Agreement.

4.2 Long Term Transmission Customers' obligations in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, Long Term Transmission Customers, at their own cost and expense, undertake to be responsible:

- a. for assisting and supporting the TSP in obtaining the Consents, Clearances and Permits required for the Project and in obtaining any applicable concessions for the Project, by providing letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time;
- b. for arranging and making available the Interconnection Facilities to enable the TSP to connect the Project;
- c. for complying with all their obligations under this Agreement, and
- d. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities.

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 3 of this Agreement.


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- 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 prevented from performing its obligations under Article 4.1 (a), (b) and (e) by the stipulated date, due to any Long Term Transmission Customers' Event of Default, the Scheduled COD shall be extended, by a 'day for 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 for day' basis, for a maximum period of one hundred and eighty (180) days. In case the Force Majeure Event continues even after the maximum period of one hundred and eighty (180) days, the TSP or the Majority Long Term Transmission Customers may choose to terminate the Agreement as per the provisions of Article 13.5.
- 4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5 Metering Arrangements:

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



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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, completing and commissioning each Element of the Project by the Scheduled COD in accordance with 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) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 and as amended from time to time, Prudent Utility Practices and other applicable Laws.

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 by reason of the unsuitability of the Site or Transmission Line route(s) for whatever reasons. The TSP further acknowledges and agrees that it shall not be entitled to any financial compensation in this regard.

5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits relating but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (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 Article 5.1.1 in particular and shall furnish to the Lead Long Term Transmission Customer promptly with copy/ies of each Consents, Clearances and Permits, which it obtains. The Long Term Transmission Customers shall assist and support the TSP in obtaining the Consents, Clearances and Permits required for the Project and in obtaining any applicable concessions for the Project, by providing letters of recommendation to the concerned Indian Governmental Instrumentality, as may be reasonably required from time to time.

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 (if required);
- (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 costs, including payment of any crop 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 Long Term Transmission Customers liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the Long Term Transmission Customers, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with Agreed Form) to enable the Long Term Transmission Customers to monitor and co-ordinate the development of the Project, matching with the Interconnection Facilities.

A copy of such monthly report shall also be sent by the TSP to the CEA.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanlike manner using sound engineering and construction practices, and using only materials and equipment that are new and of international – utility grade quality such that, the useful life of the Project will be till the Expiry Date.

The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards and only in case they are not applicable under certain conditions, the other equivalent internationally recognised Standards and Codes shall be followed.

5.5 Inspection by the Lead Long Term Transmission Customer:

The Lead Long Term Transmission Customer shall designate, from time to time by a written notice to the TSP, at the most three (3) employees from any of the


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Long Term Transmission Customers, who shall have access at all reasonable times to the Site and to all such places where the Project is being executed for the purpose of inspecting the progress of the Project, at its own cost and expenses.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 4 of this Agreement

The TSP shall retain at the Site and make available for inspection to the Lead Long Term Transmission Customer 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 CEA. However, such intimation by the CEA and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. CEA 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, it may refer the same to the Appropriate Commission for appropriate action.



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ARTICLE: 6**6 CONNECTION AND COMMISSIONING OF THE PROJECT****6.1 Connection with the Inter-Connection Facilities:**

6.1.1 The TSP shall give the RLDC(s), CTU/ STU, as the case may be, the Long Term Transmission Customers 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 be not earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 of this Agreement, unless the Lead Long Term Transmission Customer otherwise agrees.

6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be) or the Lead Long Term Transmission Customer may, for reasonable cause, including failure to arrange for Interconnection Facilities as per Article 4.2, 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 30 days. Further, the Scheduled COD would be extended as required, for all such deferments on day for 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 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.

6.2 Commercial Operation:

6.2.1 An Element of the Project shall be declared to have achieved COD seventy two (72) hours following the connection of the Element with the Interconnection Facilities 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 or seven (7) days after the date of deferment, if any, pursuant 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 3 of this Agreement, have been declared to have achieved their respective COD.


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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, shall be eligible for payment of the Monthly Transmission Charges applicable for such Element.

6.3 Liquidated Damages for delay due to Long Term Transmission Customer Event of Default or Direct Non Natural Force Majeure Events or Indirect Non Natural Force Majeure Events or Natural Force Majeure Event (affecting the Long Term Transmission Customer)

6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the Long Term Transmission Customer(s) of the date of intention to connect the Element(s) of the Project, where such date is on or 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 a Long Term Transmission Customer Event of Default or due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer) provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) has continued for a period of more than three (3) continuous or non-continuous Months, the TSP shall, until the effects of the Long Term Transmission Customer Event of Default or of Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) 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 on account of the Long Term Transmission Customer Event of Default, the Long Term Transmission Customer(s) shall make payment to the TSP of Non Escalable Transmission Charges in proportion to their Allocated Project Capacity, calculated on Target Availability for and during the period of such delay.
- b. In case of delay due to Direct Non Natural Force Majeure Event, the Long Term Transmission Customer(s) shall make payments to the TSP of Non Escalable 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 (d) below.
- c. In case of delay due to Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer(s)), the Long Term Transmission Customer(s) shall make payment to the TSP for debt service, subject to a maximum of Non Escalable Transmission Charges calculated on Target Availability, which


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is due under the Financing Agreements for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (d) below.

- d. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event (or Natural Force Majeure Event affecting the Long Term Transmission Customer(s)), the Long Term Transmission Customer(s) shall be liable to make payments mentioned in (b) and (c) above, after commencement of Transmission Service, in the form of an increase in Non Escalable Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event (or Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Long Term Transmission Customer(s) from the TSP.

Provided such increase in Non Escalable Transmission Charges shall be determined by Appropriate Commission on the basis of putting the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (b) and (c) above in a situation where the Force Majeure Event had not occurred.

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

6.4 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 as extended under Articles 4.4.1 and 4.4.2, then the TSP shall pay to the Long Term Transmission Customer(s), as communicated by the Lead Long Term Transmission Customer, in proportion to their Allocated Project Capacity as on the date seven (7) days prior to the Bid Deadline, 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 Long Term Transmission Customers' any rights 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.


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- 6.4.3 The TSP shall make payment 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 within the said period of ten (10) days, the Long Term Transmission Customers shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Long Term Transmission Customers under this Article 6.3, the TSP shall be liable to forthwith pay the balance amount.

6.5 Return of Contract Performance Guarantee

- 6.5.1 If the TSP fails to achieve COD of any of the Elements on their respective Scheduled COD specified in this Agreement, subject to conditions mentioned in Article 4.4, the Long Term Transmission Customers shall have the right to encash the Contract Performance Guarantee and appropriate in their favour as liquidated damages an amount specified in Article 6.4.1, without prejudice to the other rights of the Long Term Transmission Customers under this Agreement.

- 6.5.2 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.1 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Long Term Transmission Customers, the Long Term Transmission Customers shall release the Contract Performance Guarantee if any, remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Long Term Transmission Customers shall also return/release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rupees Nine Crore and Seventy Five Lakh only (Rs 9.75 Crore) or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.

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


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ARTICLE: 7

7 OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

- 7.1.1 The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the Indian Electricity Grid Code (IEGC) / State Grid Code (as applicable), Transmission License, directions of National Load Despatch Centre / RLDC / SLDC (as applicable), Prudent Utility Practices, other legal requirements including the terms of Consents, Clearances and Permits and is made available for use by the Transmission Customers as per the provisions of applicable regulations including but not limited to the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009, Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, and the Central Electricity Authority (Grid Standards) of Operation and Maintenance of Transmission Lines Regulations, 2010 as amended from time to time and provisions of this Agreement..
- 7.1.2 The TSP shall operate and maintain the Project in an efficient, coordinated and economical manner and comply with the directions issued by the National Load Despatch Centre, RLDC or the SLDC, as the case may be, in line with the provisions of the Electricity Act 2003 and Rule 5 of the Electricity Rules, 2005, and as amended from time to time.
- 7.1.3 The TSP shall be responsible to provide non-discriminatory open access to the Project as per the provisions of the Electricity Act 2003, Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008, Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-state Transmission and related matters) Regulations, 2009 (as amended from time to time) and applicable regulations of the relevant State Electricity Regulatory Commission, as the case may be, as amended from time to time. The Long Term Transmission Customers agree with the TSP to provide such access to the Open Access Customers.
- 7.1.4 If the TSP fails to comply with the directions issued by the Appropriate Commission or the RLDC / SLDC, as the case may be and is liable to pay a penalty under the provisions of the Electricity Act 2003, such penalties shall be borne by the TSP and cannot be claimed from any of the Long Term Transmission Customers.
- 7.1.5 The TSP may, with prior intimation to the Appropriate Commission and the Lead Long Term Transmission Customer, engage in any business for the optimum utilisation of the assets, subject to the provisions of Section 41 of the Electricity Act 2003 and Transmission License.



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7.1.6 The TSP shall abide by the Safety Rules and Procedures during the Operation Period as mentioned in Schedule 4 of this Agreement.

7.2 **Scheduled Outage**

7.2.1 In line with the provisions of the Grid Code, as amended from time to time, the TSP shall provide its annual outage plan, and shall be governed by the decisions of the RPC in this regard.

7.3 **Unscheduled Outage**

7.3.1 In the event of an Unscheduled Outage, the TSP shall inform, in writing to the concerned RLDC/SLDC, as the case may be, and the Lead Long Term Transmission Customer, the reasons and the details of occurrence of such Unscheduled Outage. The TSP shall further inform about, the nature of the work to be carried out, the estimated time required to complete it and the latest time by which in its opinion the work should begin consistent with the Prudent Utility Practices.

7.3.2 The TSP shall use its reasonable endeavours consistent with Prudent Utility Practices to carry out the maintenance in minimum time schedule to address such Unscheduled Outage and bring the Element/Project back in operation.


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ARTICLE: 8**8 AVAILABILITY OF THE PROJECT****8.1 Calculation of Availability of the Project:**

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Appendix II of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019, as applicable seven (7) days prior to the Bid Deadline and as appended in Schedule 9

8.2 Target Availability:

The Target Availability of the Project shall be 98%.


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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, Insurances against such risks, with such deductibles and endorsements and co-beneficiary/insured, as may be necessary under

- a. any of the Financing Agreements,
- b. the Laws, and
- c. in accordance with Prudent Utility Practices.

The Insurances shall be taken effective from a date prior to the date of the Financial Closure till the Expiry Date.

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Lead Long Term Transmission Customer copies of certificates and policies of the Insurances as soon as they are effected and renewed by or on behalf of the TSP from time to time in 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 to the TSP and the Long Transmission Customers shall have no claim on such proceeds of the Insurance.

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



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9.4 **Effect on liability of the Long Term Transmission Customers**

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


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ARTICLE: 10**10 BILLING AND PAYMENT OF TRANSMISSION CHARGES**

10.1 Subject to provisions of this Article 10, the Long Term Transmission Customers shall pay to the TSP, in Indian Rupees, on monthly basis, the Monthly Transmission Charges from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier, in line with the provisions of Schedule 5 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year shall be calculated in accordance with the provisions of Schedule 5 of this Agreement.

10.3 Incentive Payment

Incentive payment, on account of Availability being more than the Target Availability shall be payable by the Long Term Transmission Customer(s), in line with Clause 1.2.2 of Schedule 5 of this Agreement and shall be paid on an annual basis. The annual incentive amount payable to the TSP shall be shared by the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

10.4 Payment of Penalty

The TSP shall pay a penalty on account of Availability being less than Ninety Five percent (95%) in any Contract Year in respect of the Element(s) having achieved COD or in case of the Project, after COD of the Project, to be computed in line with Clause 1.2.3 of Schedule 5 of this Agreement and paid on an annual basis. This penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

10.5 Delivery of Invoices:**10.5.1 TSP's Invoices**

a. Commencing with the month following the month in which the COD of an Element (which is first Commissioned) occurs, the TSP shall submit to Long Term Transmission Customers by the fifth day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day) an Invoice in the Agreed Form (the "Monthly Transmission Charge Invoice") signed by the authorised signatory of the TSP setting out the computation of the Monthly Transmission Charges to be paid by the Long Term Transmission Customers to the TSP in respect of the immediately preceding month in accordance with this Agreement.



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- b. Each Monthly Transmission Charge Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation and information as Long Term Transmission Customers may reasonably require / request, from time to time.

10.5.2 Long Term Transmission Customers Invoices

- a. Long Term Transmission Customers shall (as and when any amount becomes due to be paid by TSP), on the fifth day of the month (or, if such day is not a Business Day, the immediately following Business Day) submit to the TSP an Invoice in the Agreed Form (the "Long Term Transmission Customers Invoice") setting out the computation of any amount that may be payable to it by the TSP for the immediately preceding month pursuant to this Agreement.
- b. Each Long Term Transmission Customer's Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation as the TSP may reasonably require/request, from time to time.

10.6 Payment of Invoices:

10.6.1 Pursuant to Article 10.4, any amount payable under an Invoice shall be paid in immediately available and freely transferable clear funds, for value on or before the Due Date, to such account of the TSP or Long Term Transmission Customers as shall have been previously notified to Long Term Transmission Customers or the TSP, as the case may be.

10.6.2 Where in respect of any month there is both:

- a. an amount payable by the Long Term Transmission Customers to TSP pursuant to a Monthly Transmission Charge Invoice and
- b. an amount payable by the TSP to Long Term Transmission Customer pursuant to a Long Term Transmission Customer's Invoice as per provisions of this Agreement,

the two amounts, to the extent agreed to be set off by the TSP may, be set off against each other and the balance, if any, shall be paid by Long Term Transmission Customers to the TSP or by TSP to Long Term Transmission Customers, as the case may be.

10.6.3 The Long Term Transmission Customers shall pay the amount payable under the Monthly Transmission Charge Invoice and the Supplementary Bill on the Due Date to such account of the TSP, as shall have been previously notified by the TSP to the Long Term Transmission Customers in accordance with Article 10.6.6 below.


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10.6.4 All payments made by the Long Term Transmission Customers shall be appropriated by the TSP in the following order of priority:

- i. towards Late Payment Surcharge, payable to the TSP, if any;
- ii. towards earlier unpaid Monthly Transmission Charge Invoice, if any;
- iii. towards earlier unpaid Supplementary Bill, if any;
- iv. towards the then current Monthly Transmission Charge Invoice, if any; and
- v. towards the then current Supplementary Bill.

10.6.5 All payments required to be made under this Agreement shall only include any deduction or set off for:

- i. deductions required by the Law; and
- ii. amounts claimed by the Long Term Transmission Customers from the TSP, through an Invoice duly acknowledged by the TSP, to be payable by the TSP, and not disputed by the TSP within thirty (30) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that the Long Term Transmission Customers shall be entitled to claim any set off or deduction under this Article, after expiry of the said thirty (30) day period.

Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customers taken together (proportionate to their Allocated Project Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed Rupees Eight Crore and Twenty Five Lakh only (Rs 8.25 Crore), except on account of payments under sub Article (i) above.

10.6.6 The TSP shall open a bank account at [Insert identified place or account] (the "Designated Account") for all payments to be made by the Long Term Transmission Customers to the TSP, and notify the Long Term Transmission Customers of the details of such account at least ninety (90) days before the Scheduled COD of the first Element to the Long Term Transmission Customers. The Long Term Transmission Customers shall, on the day of payment, notify the TSP of the payment made to the Designated Account. The Long Term Transmission Customers shall also designate a bank account at [Insert identified place] for payments to be made by the TSP to Long Term Transmission Customers and notify the TSP of the details of such account ninety (90) days before the Scheduled COD of the first Element.



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10.7 Payment of Rebate:

10.7.1 In case the Long Term Transmission Customer pays to the TSP through any mode of payment in respect of a Monthly Transmission Charge Invoice or Supplementary Bill, the following shall apply:

- a. For payment of Invoices through any mode of payment, a Rebate of 2% shall be allowed on the Monthly Transmission Charge Invoice or Supplementary Bill for payments made in full within one Business Day of the receipt of the Invoice; or
- b. For payment of Invoices subsequently, but within the Due Date, a Rebate of 1% shall be allowed on the payments made in full.
- c. Applicable rate of Rebate at (a) and (b) above shall be based on the date on which the payment has been actually credited to the TSP's account. Any delay in transfer of money to the TSP's account, on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the Long Term Transmission Customers.
- d. No Rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties and cess;

Provided that if any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice/ Supplementary Bill or part thereof within and including the Due Date, the TSP shall recover such amount as per provisions of Article 10.11.1 (f).

10.8 Surcharge

10.8.1 Any amount due from one Party to the other, pursuant to this Agreement and remaining unpaid for thirty (30) days after the Due Date, shall bear Late Payment Surcharge @ 1.25% per month on the unpaid amount. Such Late Payment Surcharge shall be calculated on simple rate basis and shall accrue from the Due Date until the amount due is actually received by the payee.

10.9 Disputed Invoices

10.9.1 If either Party does not question or dispute an Invoice within thirty (30) days of receiving it, the Invoice shall be considered correct, complete and conclusive between the Parties.

10.9.2 If either Party disputes any item or part of an item set out in any Invoice then that Party shall serve a notice (an "Invoice Dispute Notice") on the other Party setting out (i) the item or part of an item which is in dispute, (ii) its estimate of what such item or part of an item should be, (iii) and with all written material in support of its claim.



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- 10.9.3 If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.9.2, the invoicing Party shall revise such Invoice within seven (7) days of receiving such notice from the disputing Party and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party, such excess amount within fifteen (15) days of receiving such notice. In such a case, the excess amount shall be refunded along with interest at the same rate as the Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund.
- 10.9.4 If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.9.2, it shall, within fifteen (15) days of receiving the Invoice Dispute Notice, furnish a notice to the disputing Party providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all written material in support of its counter-claim.
- 10.9.5 Upon receipt of notice of disagreement to the Invoice Dispute Notice under Article 10.9.4, authorised representative(s) or a director of the board of directors/member of board of each Party shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the Invoice Dispute Notice.
- 10.9.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to Article 10.9.4, the matter shall be referred to Appropriate Commission for Dispute resolution in accordance with Article 16.
- 10.9.7 If a Dispute regarding a Monthly Transmission Charge Invoice or a Supplementary Invoice is settled pursuant to Article 10.7 or by Dispute resolution mechanism provided in this Agreement in favour of the Party that issues the Invoice Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of the Dispute either being amicably resolved by the Parties pursuant to Article 10.9.5 or settled by Dispute resolution mechanism, along with interest (at the same rate as Late Payment Surcharge) or Late Payment Surcharge from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.
- 10.9.8 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the concerned Long Term Transmission Customer shall, without prejudice to its right to Dispute, be under an obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) months Invoices (being the undisputed portion of such three months Invoices) and (b) Monthly Invoice which is being disputed, provided such Monthly Invoice has been raised based on the Allocated Project Capacity and in accordance with this Agreement.



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10.10 Payment of Supplementary Bill

10.10.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

- i. adjustments (if any) required by the Regional Energy Account ; or
- ii. quarterly or annual reconciliation as per Article 10.13; or
- iii. Change in Law as provided in Article 12,

and such Bill shall be paid by the other Party.

10.11 Payment Security Mechanism:**10.11.1 Establishment of Letter of Credit:**

- (a) Not later than one (1) Month prior to the Scheduled COD of the first Element of the Project, each Long Term Transmission Customer shall, through a scheduled bank, open a Letter of Credit in favour of the TSP, to be made operative from a date prior to the Due Date of its first Monthly Transmission Charge Invoice under this Agreement and shall be renewed annually.
- (b) The draft of the proposed Letter of Credit shall be provided by each Long Term Transmission Customer to the TSP not later than the Financial Closure of the Project and shall be mutually agreed between the Parties.
- (c) The Letter of Credit shall have a term of twelve (12) Months and shall be for an amount:
 - i. for the first Contract Year or for each subsequent Contract Year, equal to one point one (1.1) times the estimated average Monthly Transmission Charges based on Target Availability of the Elements or Project with Scheduled COD in such Contract Year, as the case may be;
 - ii. Provided that, the TSP shall not make any drawl before the Due Date and shall not make more than one drawal in a month.

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.11.1, otherwise than by reason of drawal of such Letter of Credit by the TSP, the relevant Long Term Transmission Customer shall restore such shortfall within seven (7) days.

- (d) Long Term Transmission Customers shall cause the scheduled bank issuing the Letter of Credit to intimate the TSP, in writing regarding establishing of such Letter of Credit.


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- (c) In case of drawal of the Letter of Credit by the TSP in accordance with the terms of this Article 10.11.1, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.
- (f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.9.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Long Term Transmission Customers, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.8 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i. a copy of the Monthly Transmission Charge Invoice/Supplementary Bill which has remained unpaid by such Long Term Transmission Customer;
 - ii. a certificate from the TSP to the effect that the Invoice at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date; and
 - iii. calculations of applicable Late Payment Surcharge, if any.

Provided that failure on the part of the TSP to present the documents for negotiation of the Letter of Credit shall not attract any Late Payment Surcharge on the Long Term Transmission Customers.

- (g) Each Long Term Transmission Customer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.
- (h) All costs relating to opening and maintenance of the Letter of Credit shall be borne by the Long Term Transmission Customers. However, the Letter of Credit negotiation charges shall be borne and paid by the TSP.
- (i) If a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of seven (7) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit,
- (i) the TSP shall issue a notice to such Long Term Transmission Customer within seven (7) days from such period, with a copy to each of the other Long Term Transmission Customers, highlighting the nonpayment of such amount by such Long Term Transmission Customer;





- (ii) If such Long Term Transmission Customer still fails to pay such amount within a period of thirty (30) days after the issue of notice by TSP as mentioned in (i) above, the TSP shall approach the RLDC / SLDC (as the case may be) requesting for the alteration of the schedule of dispatch of the lowest cost power of such Long Term Transmission Customer(s) from the Central Generating Stations, and the RLDC / SLDC shall continue to reschedule the lowest cost power till all the dues of the TSP are recovered;

- Provided that in this case, the quantum of electricity and the corresponding period in which it would be rescheduled for dispatch shall be corresponding to the amount of default. This electricity will then be dispatched to other utilities by the concerned RLDC/SLDC, as the case may be, during the peak hours, i.e., 7pm to 10 pm. The price of this electricity will be determined as per the UI rate;

- Provided further that the revenue from such diverted power would be used to pay the dues first of the generating company (which would include the capacity charges as well as the energy charges) and the remainder would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Long Term Transmission Customer.

10.12 Payment Intimation

Long Term Transmission Customers shall remit all amounts due under an Invoice raised by the TSP to the TSP's account by the Due Date and notify the TSP of such remittance on the same day. Similarly, the TSP shall pay all amounts due under an Invoice raised by Long Term Transmission Customers by the Due Date to concerned Long Term Transmission Customer's account and notify such Long Term Transmission Customers/s of such payment on the same day.

10.13 Quarterly and Annual Reconciliation

- 10.13.1 Parties acknowledge that all payments made against Monthly Bill(s) and Supplementary Bill(s) shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account Regional Energy Account, adjustments in Transmission Charges payments, Rebates, Late Payment Surcharge, Incentive, Penalty, or any other reasonable circumstance as may be mutually agreed between the Parties.

- 10.13.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, is available and has been finally verified and adjusted, the TSP and each Long Term Transmission Customer shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the TSP or Long Term Transmission


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Customers, as the case may be, shall raise a Supplementary Bill for the payments as may be due as a result of reconciliation for the relevant quarter/ Contract Year and shall make payment of such Supplementary Bill for the adjustments in Transmission Charges payments for the relevant quarter/Contract Year.

- 10.13.3 Interest / Late Payment Surcharge shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16



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ARTICLE: 11**11 FORCE MAJEURE****11.1 Definitions**

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any of the Long Term Transmission Customers or the TSP whose performance has been affected by an event of Force Majeure.

11.2.2 An event of Force Majeure affecting the CTU/STU or any agent of the Long Term Transmission Customers, which has affected the Interconnection Facilities, shall be deemed to be an event of Force Majeure affecting the Long Term Transmission Customers.

11.2.3 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 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:

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,

(b) Non-Natural Force Majeure Events:**i. Direct Non-Natural Force Majeure Events**

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the TSP; or


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- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the TSP to perform their obligations under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- radioactive contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
- industry wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- (a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;
- (b) Delay in the performance of any Contractors or their agents;
- (c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;
- (d) Strikes or labour disturbance at the facilities of the Affected Party;


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- (c) 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.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations 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 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


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- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event.
- (b) every Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations under this Agreement.
- (c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Appendix II to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019, as on seven (7) days prior to the Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Appendix II to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2019, then only the Non Escalable Transmission Charges, as applicable to such Element(s) in the relevant Contract Year, shall be paid by the Long Term Transmission Customers as per Schedule 5, for the duration of such event(s).
- (d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Lead Long Term Transmission Customer may, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Lead Long Term Transmission Customer's personnel with access to the Project to carry out such inspections, subject to the Lead Long Term Transmission Customer's personnel complying with all reasonable safety precautions and standards.



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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 date, which is seven (7) days prior to the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any income to 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;
- 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 Appropriate Commission, under which the Transmission License for the Project was granted if made applicable by such Appropriate Commission to the TSP;
- any change in the Acquisition Price; 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. on account of regulatory measures by the Appropriate Commission including calculation of Availability; and
- b. in any tax applied on the income or profits of the TSP.

12.2 Relief for Change in Law**12.2.1 During Construction Period:**

During the Construction Period, the impact of increase/decrease in the cost of the Project in the Transmission Charges shall be governed by the formula given below:



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- For every cumulative increase/decrease of each Rupees One Crore Twenty Two Lakh Only (Rs. 1.22 Crore) in the cost of the Project up to the Scheduled COD of the Project, the increase/decrease in Non-Escalable Transmission Charges shall be an amount equal to Zero Point Three One Three percent (0.313%) of the Non-Escalable Transmission Charges.

12.2.2 During the Operation Period:

During the Operation Period, the compensation for any increase/decrease in revenues shall be determined and effective from such date, as decided by the Appropriate Commission whose decision shall be final and binding on both the Parties, subject to rights of appeal provided under applicable Law.

Provided that the above mentioned compensation shall be payable only if the increase/decrease in revenues or cost to the TSP is in excess of an amount equivalent to one percent (1%) of Transmission Charges in aggregate for a Contract Year.

12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Long Term Transmission Customers and the Appropriate Commission documentary proof of such increase/decrease in cost of the Project/revenue for establishing the impact of such Change in Law.

12.2.4 The decision of the Appropriate Commission, with regards to the determination of the compensation mentioned above in Articles 12.2.1 and 12.2.2, and the date from which such compensation shall become effective, shall be final and binding on both the Parties subject to rights of appeal provided under applicable Law.

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 Lead Long Term Transmission Customer of such Change in Law as soon as reasonably practicable after becoming aware of the same.

12.3.2 The TSP shall also be obliged to serve a notice to Lead Long Term Transmission Customer even when it is beneficially affected by a Change in Law.

12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its effect on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through Supplementary Bill as mentioned in Article 10.10. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Monthly Invoice to be raised by the TSP 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 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 a breach by the Long Term Transmission Customers of their obligations under this Agreement, the Long Term Transmission Customers Event of Default or a Force Majeure Event:

- a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Lead Long Term Transmission Customer in this regard;
- b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD;
- c. If the TSP:
 - i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
 - ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
 - is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;
- d. If:
 - i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or
 - ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or


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- 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 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 Appropriate Commission as per the provisions of Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2009 or as amended from time to time; or

- e. Revocation of the Transmission License of TSP; or
- f. Non-payment of i) an amount exceeding Rupees Fifty (50) lakhs required to be paid to the Long Term Transmission Customers under this Agreement within three (3) months after the Due Date of an undisputed Invoice raised by the said Long Term Transmission Customer(s) on the TSP or ii) an amount up to Rupees Fifty (50) lakhs required to be made to the Long Term Transmission Customers under this Agreement within six (6) months after the Due Date of an undisputed Invoice; or
- g. Failure on the part of the TSP to comply with the provisions of Article 18.2 of this Agreement; or
- h. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Lead Long Term Transmission Customer in this regard; or
- i. 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
- j. 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
- k. the TSP fails to complete/fulfil all the activities/conditions within the specified period as per Article 3 ; or



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- l. except where due to any Long Term Transmission Customer's failure to comply with its obligations, 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 Majority Long Term Transmission Customers; or
- m. 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 Long Term Transmission Customers' Event of Default

The occurrence and continuation of any of the following events shall constitute a Long Term Transmission Customers' Event of Default, unless any such Long Term Transmission Customers' Event of Default occurs as a result of a breach by the TSP of its obligations under this Agreement, a TSP Event of Default or a Force Majeure Event:

- a. a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of ninety (90) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit; or
- b. the Long Term Transmission Customer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the TSP in this regard; or
- c. except where due to the TSP's failure to comply with its obligations, the Long Term Transmission Customers are in material breach of any of their obligations under this Agreement and such material breach is not rectified by the Long Term Transmission Customer within thirty (30) days of receipt of notice in this regard from the TSP to all the Long Term Transmission Customers; or
- d. any of the representations and warranties made by the Long Term Transmission Customers in Article 17 of this Agreement being found to be untrue or inaccurate; or
- e. If:
 - i. any Long Term Transmission Customer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or
 - ii. any winding up or bankruptcy or insolvency order is passed against the Long Term Transmission Customer; or


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- iii. the Long Term Transmission Customer 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 it shall not constitute a Long Term Transmission Customer Event of Default where such dissolution or liquidation of such Long Term Transmission Customer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement, similar to such Long Term Transmission Customer and expressly assumes all obligations of such Long Term Transmission Customer under this Agreement and is in a position to perform them;

13.3 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 Majority Long Term Transmission Customers, through the Lead Long Term Transmission Customer, may serve notice on the TSP, with a copy to the Appropriate Commission and the Lenders' Representative, of their intention to terminate this Agreement (a "Long Term Transmission Customer's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Long Term Transmission Customer's Preliminary Termination Notice.
- b. Following the issue of a Long Term Transmission Customer's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Lead Long Term Transmission Customer.
- d. Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Long Term Transmission Customers Preliminary Termination Notice shall have ceased to exist or shall have been remedied, the Long Term Transmission Customers may terminate this Agreement by giving written notice of thirty (30) days ("Long Term Transmission Customers' Termination Notice") to the TSP, with a copy to the Lenders' Representative and the Appropriate Commission. Unless the Lenders have exercised their rights of substitution as per the provisions of Article 15.3 of this Agreement and the Appropriate Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Appropriate



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Commission, this Agreement shall terminate on the date of expiry of such Long Term Transmission Customers' Termination Notice. Upon termination of the Agreement, the Lead Long Term Transmission Customer shall approach the Appropriate Commission seeking revocation of the Transmission License and further action as per the provisions of the Electricity Act, 2003.

13.4 Termination Procedure for Long Term Transmission Customers Event of Default

- a. Upon the occurrence of a Long Term Transmission Customers Event of Default under Article 13.2, the TSP may serve notice on Long Term Transmission Customers, with a copy to the Appropriate Commission and the Lenders' Representative, of its intention to terminate this Agreement (a "TSP's Preliminary Termination Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such TSP's Preliminary termination Notice.
- b. Following the issue of a TSP's Preliminary Termination 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 Event of Default 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 under this Agreement.
- e. Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed or the circumstances giving rise to the TSP Preliminary Termination Notice shall have ceased to exist or shall have been remedied, the TSP may terminate this Agreement by giving written notice of thirty (30) days ("TSP's Termination Notice") to the Lead Long Term Transmission Customer, with a copy to the Lenders' Representative and the Appropriate Commission. Unless the Lenders have exercised their rights for substitution as per provisions of Article 15.3 of this Agreement and the Appropriate Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Appropriate Commission, this Agreement shall terminate on the date of expiry of such Termination Notice.

13.5 Termination due to Force Majeure

In case the Parties could not reach an agreement pursuant to Article 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, either Party shall have the right to cause termination of the Agreement. The Long Term Transmission Customers shall also have the right to cause termination of the Agreement and to approach the Appropriate Commission to seek further


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directions in this regard. In such an event, subject to the terms and conditions of the

Financing Agreements, this Agreement shall terminate on the date of such Termination Notice. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.2.

- 13.5.1 In case of termination of this Agreement, the TSP shall provide to the Lead Long Term Transmission Customer the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Long Term Transmission Customers within 30 (thirty) days of Termination Notice.

13.6 Revocation of the Transmission License

- 13.6.1 The Appropriate Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the TSP. In the event of the revocation of the Transmission License, the Appropriate Commission would take necessary steps as per the provisions of the Electricity Act, 2003. Further the Long Term Transmission Customers reserve the right to terminate the Agreement in the event of the revocation of the Transmission License of the TSP by the Appropriate Commission.



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ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold each Long Term Transmission Customer harmless against:

- (a) any and all third party claims, actions, suits or proceedings against the Long Term Transmission Customers for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Long Term Transmission Customers, its contractors, servants or agents; and
- (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Long Term Transmission Customers from third party claims arising by reason of:
 - i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Long Term Transmission Customers, its contractors, servants or agents or
 - ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 Each of the Long Term Transmission Customers shall indemnify, defend and hold the TSP harmless against:

- (a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Long Term Transmission Customers of any of their 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 breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and
- (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ("Indemnifiable Losses") actually suffered or


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incurred by the TSP from third party claims arising by reason of:

- i. a breach by the Long Term Transmission Customers of any of their obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Long Term Transmission Customers, for which specific remedies have been provided for under this Agreement), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or
- ii. any of the representations and warranties of the Long Term Transmission Customers under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

- (a) The TSP shall, subject to the Long Term Transmission Customers compliance with Article 14.2.1 (b), indemnify and hold harmless the Long Term Transmission Customers and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Long Term Transmission Customers may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with any other equipment, plant or materials not supplied by the TSP, pursuant to the Agreement.

- (b) If any proceedings are brought or any claim is made against the Long Term Transmission Customers arising out of the matters referred to in Article 14.2.1 (a), the Lead Long Term Transmission Customer shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Lead Long Term Transmission Customer of all actions taken in such proceedings or claims.



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- (c) If the TSP fails to notify the Lead Long Term Transmission Customer within twenty-eight (28) days after receipt of such notice from the Long Term Transmission Customers under Article 14.2.1 (b) above, that it intends to attend any such proceedings or claim, then the Long Term Transmission Customers shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Lead Long Term Transmission Customer within the twenty eight (28) days period, the Lead Long Term Transmission Customer shall make no admission that may be prejudicial to the defence of any such proceedings or claims.
- (d) The Lead Long Term Transmission Customer shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

14.2.2

- (a) The Long Term Transmission Customers, subject to the TSP's compliance with Article 14.2.2 (b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.
- (b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Lead Long Term Transmission Customer a notice thereof, and the Long Term Transmission Customers shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Lead Long Term Transmission Customer shall promptly notify the TSP of all actions taken in such proceedings or claims.
- (c) If the Lead Long Term Transmission Customer fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2 (b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission Customers. Unless the Lead Long Term Transmission Customer has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
- (d) The TSP shall, at the Long Term Transmission Customers request, afford all available assistance to the Long Term Transmission Customers in attending to such proceedings or claim, and shall be reimbursed by the Long



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Term Transmission Customers 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. 1.65 Crore (Rupees One Crore and Sixty Five Lakh Only). With respect to each Long Term Transmission Customer, the above limit of Rs. 1.65 Crore (Rupees One Crore and Sixty Five Lakh Only) shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.

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 settled in favour of the Indemnified Party.

- 14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.
- 14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an


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independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Long Term Transmission Customers nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Long Term Transmission Customers, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Long Term Transmission Customers shall have no recourse against any officer, director or shareholder of the TSP or any Affiliate of the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of Long Term Transmission Customers, or any Affiliate of Long Term Transmission Customers 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 15.2.4.

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, Letter of Credit or the other 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 carrying out 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 carrying out the Project; or
- c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP carrying out the Project.

15.2.4 Neither the TSP nor any of the Long Term Transmission Customers can relinquish or transfer its rights and obligations, without prior approval of the Appropriate Commission.



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15.3 Substitution Rights of the Lenders

- 15.3.1 The TSP would need to operate and maintain the Project under the provisions of the Transmission License granted by the Appropriate Commission and the provisions of this Agreement and can not 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 Appropriate Commission.
- 15.3.2 However, in the case of default by the TSP in debt repayments, the Appropriate Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2009 or 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 New Delhi, India.

16.2 Amicable Settlement:

16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:

- (i) a description of the Dispute;
- (ii) the grounds for such Dispute; and
- (iii) all written material in support of its claim.

16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:

- (i) counter-claim and defences, if any, regarding the Dispute; and
- (ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1 if the other Party does not furnish any counter claim or 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:**16.3.1 Where any Dispute**

- i. arises from a claim made by any Party regarding any provisions of this Agreement, or



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- ii. relates to any matter agreed to be referred to the Appropriate Commission, including those under Articles, 2.2.1, 2.3.1, 3.3.5, 5.1.2, 7.1.4, 7.1.5, 9.3.3, 10.9.6, 12.1.1, 12.2, 13, 15.2.4, 15.3, 16.3.3, and 18.17.1 hereof,

such Dispute shall be submitted to adjudication by the Appropriate Commission.

Appeal against the decisions of the Appropriate Commission shall be admissible only as per the provisions of the Electricity Act, 2003, as amended from time to time.

16.3.2 The obligations of the Long Term Transmission Customers under this Agreement towards the TSP shall not be affected in any manner by reason of inter-se disputes amongst the Long Term Transmission Customers.

16.3.3 Where any dispute is referred by the Appropriate Commission to be settled through arbitration process, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article.

- (i) The Arbitration Tribunal shall consist of three arbitrators to be appointed in accordance with the Indian Council of Arbitration Rules
- (ii) The place of arbitration shall be New Delhi, India. The language of the arbitration shall be English.
- (iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- (iv) The award shall be enforceable in any court having jurisdiction, subject to the applicable Laws.
- (v) The provisions of this Article shall survive the termination of this Agreement for any reason whatsoever.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.


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ARTICLE: 17

17 REPRESENTATION AND WARRANTIES**17.1 Representation and warranties of the Long Term Transmission Customers**

17.1.1 Each Long Term Transmission Customer hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

- a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement.
- b. This Agreement is enforceable against the said Long Term Transmission Customer in accordance with its terms;
- c. The consummation of the transactions contemplated by this Agreement on the part of said Long Term Transmission Customer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the said Long Term Transmission Customer is a Party or to which the said Long Term Transmission Customer is bound, which violation, default or power has not been waived;
- d. The said Long Term Transmission Customer is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the said Long Term Transmission Customer;
- e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the said Long Term Transmission Customer's knowledge, threatened in writing against the said Long Term Transmission Customer 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 judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement;

17.1.2 Each of the said Long Term Transmission Customer makes all the representations and warranties above to be valid as on the date of this Agreement.

17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Long Term Transmission Customers as follows and acknowledges and confirms that the Long



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Term Transmission Customers is relying on such representations and warranties in connection with the transactions described in this Agreement:

- a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;
- b. This Agreement is enforceable against it in accordance with its terms;
- c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;
- d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;
- e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.
- f. deleted.
- g. The TSP makes all the representations and warranties above to be valid as on the date of this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the date of this Agreement.



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ARTICLE: 18

18 MISCELLANEOUS PROVISIONS**18.1 Lead Long Term Transmission Customer:**

18.1.1 The Long Term Transmission Customers hereby appoint and authorise "Renew Solar Power Private Limited" [hereinafter referred to as the "Lead Long Term Transmission Customer"] to represent all the Long Term Transmission Customers for discharging the rights and obligations of the Long Term Transmission Customers, which are required to be undertaken by all the Long Term Transmission Customers. All the Long Term Transmission Customers shall follow and be bound by the decisions of the Lead Long Term Transmission Customer on all matters specified in the Schedule 8 of this Agreement. Accordingly, each Long Term Transmission Customer agrees that any decision, communication, notice, action or inaction of the Lead Long Term Transmission Customer on such matters shall be deemed to have been on its/his behalf and shall be binding on each of the Long Term Transmission Customer. The TSP shall be entitled to rely upon any such action, decision or communication or notice from the Lead Long Term Transmission Customer. It is clarified that provisions under this Article 18.1 are not intended to and shall not render the Lead Long Term Transmission Customer liable to discharge Transmission Charges payments due to TSP from the other Long Term Transmission Customers.

18.1.2 The Long Term Transmission Customers hereby also appoint and authorise "Vena Energy Vidyuth Private Limited" [hereinafter referred to as the "Alternate Lead Long Term Transmission Customer"], to act as Lead Long Term Transmission Customer as per the provisions of this Article 18.1.2, on the occurrence of any Event of Default specified in Article 13 by the Lead Long Term Transmission Customer. In such an event, the TSP may, at its option, within a period of fifteen (15) days from the date of issue of the TSP's Preliminary Termination Notice referred to in Article 13 and if the said default by the Lead Long Term Transmission Customer subsists, specify in writing to all the Long Term Transmission Customers that the Alternate Lead Long Term Transmission Customer shall thereafter act as the Lead Long Term Transmission Customer. In such a case, if the TSP so notifies, the Alternate Lead Long Term Transmission Customer shall, thereafter, act as Lead Long Term Transmission Customer for the purposes of this Agreement, and the Lead Long Term Transmission Customer earlier appointed under Article 18.1.1 shall automatically cease to be the Lead Long Term Transmission Customer. It is clarified that all decisions taken by the "Renew Solar Power Private Limited" appointed under Article 18.1.1, in its capacity as Lead Long Term Transmission Customer before such change, shall continue to be valid, in accordance with this Agreement.

18.1.3 In the event of "Vena Energy Vidyuth Private Limited" becoming the Lead Long Term Transmission Customer as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "Renew Solar Power Private Limited" appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and



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thereafter the provisions of Article 18.1.2 shall be applicable.

- 18.1.4 Notwithstanding anything contained above, any decision which is required to be taken by the Long Term Transmission Customers jointly under the provisions of Article 13, shall be taken by all the Long Term Transmission Customers and in case of difference amongst the Long Term Transmission Customers, the said decision shall be taken by the Majority Long Term Transmission Customers, as defined in Article 18.1.5 below.
- 18.1.5 Any decision taken by Long Term Transmission Customers, who taken together constitute sixty five percent (65%) of the Allocated Project Capacity and constitute in number at least fifty percent (50%) of the total number of Long Term Transmission Customers (hereinafter referred to as "Majority Long Term Transmission Customers"), shall be binding on the Lead Long Term Transmission Customer and all other Long Term Transmission Customers. Majority Long Term Transmission Customers shall also have the right to replace the Lead Long Term Transmission Customer by any other Long Term Transmission Customer of their choice. All decisions taken by the Majority Long Term Transmission Customers in this Agreement shall be conveyed by the Lead Long Term Transmission Customer.

18.2 Equity Lock-in Commitment:

- 18.2.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of Gadag Transmission Limited shall not be less than Fifty-one percent (51%) up to a period of (1) one 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 in (a) and (b) 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.

- 18.2.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, subject to the second proviso to Article 18.2.1, then such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in Gadag 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.





18.2.3 Subject to Article 18.2.1, all transfer(s) of shareholding of Gadag Transmission Limited by any of the entities referred to in Article 18.2.1 and 18.2.2 above, shall be after prior written permission from the Lead Long Term Transmission Customer.

18.2.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in Gadag Transmission Limited shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in Gadag Transmission Limited, then holding of Selected Bidder A in Gadag 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 Gadag Transmission Limited, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in Gadag Transmission Limited shall be fifteen percent (15%), (i.e., $30\% * 50\%$)

18.2.5 The provisions as contained in this Article 18.2 shall override the terms of the consortium agreement submitted as part of the Bid.

18.2.6 The TSP shall be responsible to report, within thirty (30) days from the occurrence of any event that would result in any change in the equity holding structure from that existed as on the date of signing of the Share Purchase Agreement. In such cases, the Lead Long Term Transmission Customer would reserve the right to ascertain the equity holding structure and to call for all such required documents / information/clarifications as may be required.

18.3 Language:

18.3.1 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.

18.3.2 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.

18.4 Affirmation

The TSP and the Long Term Transmission Customers, each affirm that:



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1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Long Term Transmission Customers hereby undertake not to engage in any similar acts during the Term of Agreement.

18.5 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.

18.6 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.

18.7 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations 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.

18.8 Nomination Restriction

Notwithstanding anything contained to the contrary in this Agreement, wherever a reference is made to the right of a Long Term Transmission Customer to nominate a third Party to receive benefits under this Agreement, such Third Party shall have a financial standing comparable to that of the Long Term Transmission Customer in question.

18.9 Commercial Acts

The Long Term Transmission Customers and the TSP unconditionally and irrevocably agree that the execution, delivery and performance by each of them of this Agreement and any other RFP Project Document to which it is a Party constitute private and commercial acts rather than public or governmental acts;



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18.10 Restriction of Shareholders/Owners Liability

- 18.10.1 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.
- 18.10.2 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.

18.11 Taxes and Duties:

- 18.11.1 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.
- 18.11.2 Long Term Transmission Customers shall be indemnified and held harmless by the TSP against any claims that may be made against Long Term Transmission Customers in relation to the matters set out in Article 18.11.1.
- 18.11.3 Long Term Transmission Customers shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Long Term Transmission Customers on behalf of TSP or its personnel, provided the TSP has consented in writing to Long Term Transmission Customers for such work, which consent shall not be unreasonably withheld.

18.12 No Consequential or Indirect Losses

The liability of the TSP and the Long Term Transmission Customers shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Long Term Transmission Customers or the TSP claim from one another any indirect or consequential losses or damages.

18.13 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.

18.14 Confidentiality

- 18.14.1 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:



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- (a) to their professional advisors;
- (b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- (c) disclosures required under Law

without the prior written consent of the other Parties.

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

18.15 Order of priority in application:

In case of inconsistencies between the terms and conditions stipulated in Transmission License issued by Appropriate Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed there under, 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 there under,
- this Agreement.

18.16 Independent Entity:

18.16.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

18.16.2 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 Long Term Transmission Customers and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create any contractual relationship between any such employees, representatives or Contractors and the Long Term Transmission Customers.

18.17 Amendments:

18.17.1 This Agreement may only be amended or supplemented by a written agreement between the Parties and after obtaining approval of the Appropriate Commission,


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where necessary.

18.18 Waiver:

- 18.18.1 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:
- 18.18.2 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.

18.19 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.

18.20 Entirety:

- 18.20.1 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.
- 18.20.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Long Term Transmission Customers by the TSP shall stand superseded and abrogated.

18.21 Notices:

- 18.21.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language
- 18.21.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Address	: Plot NO. I-4, Sector -29, Gurugram -122001
Attention	: RECL
Email	: Kuldeep.raï@recl.in
Fax No.	: 011-24369690
Telephone No.:	011-24365815


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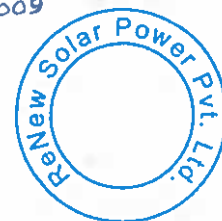

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- 18.21.3 If to the Long Term Transmission Customers, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

(i) **Renew Solar Power Private Limited**

Address : RENEW HUB, COMMERCIAL BLOCK-1, GOLF COURSE ROAD, DLF CITY
 Attention : PHASE-I, ZONE-6, GURUGRAM, 122009
 Email : MT. RAKESH SWAROOP
 : HYBRIDS@RENEWPOWER.IN
 Fax. No. :
 Telephone No.: 0124-4896670



(ii) **Vena Energy Vidyuth Private Limited**

Address : VENA ENERGY, 2/1, 1st Floor, Embassy Lion Annexe,
 Attention : Infantry Road, Bangalore - 560001
 Email : PRABEEN THAKRE
 Fax. No. :
 Telephone No.: prabeen.thakre@venaenergy.com
 080-66454000



- 18.21.4 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.

- 18.21.5 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.

18.22 Fraudulent and Corrupt Practices

- 18.22.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Long Term Transmission Customer(s) may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Long Term Transmission Customer(s) shall forfeit the Contract Performance Guarantee, without prejudice to any other right or remedy that may be available to the Long Term Transmission Customer(s) hereunder or subsistence otherwise.

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18.22.2 Without prejudice to the rights of the Long Term Transmission Customer(s) under Clause 18.22.1 hereinabove and the rights and remedies which the Long Term Transmission Customer(s) may have under this Agreement, if a TSP is found by the Long Term Transmission Customer(s) to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI) or after the execution of the TSA, the Long Term Transmission Customer(s) may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP shall not be eligible to participate in any tender or RFP issued by the Long Term Transmission Customer(s) during a period of 2 (two) years from the date such TSP is found by the Long Term Transmission Customer(s) 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.

18.22.3 For the purposes of this Clause 18.22, 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 TSA 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 TSA, as the case may be, any person in respect of any matter relating to the Project or the LoI or the TSA, 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


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(c) "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;

18.23 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 Gadag
Transmission Limited

[Signature]
Name:
Designation:
Address:

[Handwritten Signature]

KULDEEPRAO

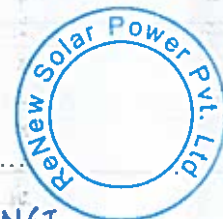
2. For and on behalf of Renew Solar Power
Private Limited

[Signature]
Name:
Designation:
Address:

[Handwritten Signature]

ABHISHEK SHRINGI
MANAGER-NEW BUSINESS

Address: RENEW HUB, COMMERCIAL BLOCK-1, ZONE-6, GOLF COURSE ROAD, DLF CITY PHASE-II, GURUGRAM-122009



3. For and on behalf of Vena Energy
VidyuthPrivate Limited

[Signature]
Name:
Designation:
Address:

[Handwritten Signature]

PRAVEEN THAKRE
MANAGER - BA & REGULATOR

VENA ENERGY, 2/1, 1st Floor, Embassy
Icon Annexe, Infantry Road, Bangalore -560001



[Handwritten Signature]
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[Handwritten Signature]
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[Handwritten Signature]
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WITNESSES:

1. For and on behalf of Southern Region
Power Committee

S. R. Bharath Kumar

[Signature]

Name: BHARATH KUMAR.S.K

Designation: AEE

Address: SRPC, Bangalore

S. R. Bharath Kumar

सहायक कार्यपालक अभियंता
Asst. Executive Engineer
दक्षिण क्षेत्रीय विद्युत आयोग
Southern Regional Power Committee
भारत सरकार / Government of India
बैंगलूर / Bangalore - 560 003

2. For and on behalf of Central
Transmission Utility of India Ltd
(CTUIL)

वेंकटेश

[Signature]

Name: VENKATESH GORLI

Designation: MANAGER (CTUIL)

Address: Sector 29, Gurgaon.


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SCHEDULES


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Schedule: 1

List of Long Term Transmission Customers

Note: As referred to in the recital of this Agreement and in the definition of "Long Term Transmission Customers" in this Agreement

Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in MW)*
1.	Vena Energy Vidyuth Private Limited	2/1, 1 st Floor, Embassy Icon Annexe, Infantry Road, Bangalore - 560001	Companies Act 2013 (18 of 2013)	160
2.	Renew Solar Power Private Limited	138, ANSAL CHAMBERS-II, BIKAJI CAMA PLACE, NEW DELHI - 110066	COMPANIES ACT, 1956 (No. 1 of 1956)	300

* While the bidding is being done on the basis of existing Standard Bidding Documents (SBDs), and the list of LTTC is being provided as per the format of the existing SBDs. It is clarified that the transmission charges will be shared and recovered as per the applicable CERC regulation. The transmission charges will be shared and recovered for payment as per the applicable CERC regulation which is at present the Point of Connection mechanism of sharing. As per the present CERC regulation the charges will be recovered by the Central Transmission Utility from the DICs and disbursed to the TSPs as per the Revenue Share Agreement.

Note: The above list of Long Term Transmission Customers is subject to change. Any addition or deletion in this list after the award of LoI shall be duly notified to the Parties to the Agreement.

The new Long Term Transmission Customers shall become a Party to this Agreement after agreeing to the terms and conditions of this Agreement and signing a Supplemental Agreement as annexed in Schedule 12 to this Agreement.



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Schedule: 2

Project Description and Scope of Project

1.0 Project Scope:

Transmission Scheme for Solar Energy Zone in Gadag (1000 MW), Karnataka – Part-A, Phase-I		
S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	<p>Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1X125 MVAR) bus reactor</p> <p>400/220 kV, 500 MVA ICT – 2 nos. 400 kV ICT bays – 2 nos. 220 kV ICT bays – 2 nos. 400 kV line bays – 2 nos. 220 kV line bays – 4 nos. 125 MVAR, 420 kV reactor – 1 no. 420 kV reactor bay – 1 no. 220 kV bus coupler (BC) bay -1 no. 220 kV transfer bus coupler(TBC) bay- 1 no.</p> <p>Future provisions: 400 kV : • Space for 400 kV Line bay with switchable line reactor: 8 nos. • 400/220kV ICT along with associated bay: 4 nos.</p> <p>220kV : • Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus) • Bus coupler bay: 1 nos. • Transfer Bus coupler bay: 1 nos. • Space for future 400/220kV ICT bay: 4 nos. • Space for future line bay: 8 nos.</p>	18 Months
2.	Gadag PS-Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/C Line	
3.	400 kV GIS line bays at Narendra (new) for Gadag PS-Narendra (New) PS 400 kV D/c line.	
	400 kV GIS line bays – 2 nos.	

Note:

- (i) POWERGRID to provide space for 2 no. of 400 kV GIS line bays at Narendra (New) 400 kV substation for termination of Gadag PS-Narendra (New) 400 kV (high capacity equivalent to quad moose) D/C line.
- (ii) The schedule of implementation of the scheme would be 18 months from the date of transfer of SPV.



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SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

1. 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 2010, as amended from time to time.
2. 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:
 - 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.
 - 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
Upto 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

3. Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.
4. 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.
5. Triple and quadruple circuit towers and towers with more than two sub-conductors per phase up to 400 kV shall be designed for reliability level 2.
6.
 - A) For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
 - B) For power line crossing of 132 kV and 220 kV voltage level, angle towers (B/C/D/DB/DC/DD/QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
 - C) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.





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

7. The relevant conductor configuration shall be as follows: -

Type of conductor: HTLS (High Temp & low Sag)

Basic parameters:

Transmission Line	Ampacity of HTLS conductor	Minimum Conductor diameter (mm)	Maximum DC Resistance at 20°C (Ω/km)	Sub-conductor Spacing (mm)
400kV Transmission line with Twin HTLS conductor	1596 A	28.62	0.05552	450

8. The required phase to phase spacing and horizontal spacing for 400kV line shall be governed by the tower design as well as minimum live metal clearances for 400kV voltage level under different insulator swing angles. However, the phase to phase spacing for 400kV lines shall not be less than 8m.
9. 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.

Minimum live metal clearances for 400 kV line:

- a).(i) Under stationary conditions:

From tower body: 3.05m

- a).(ii) Under Swing conditions

Wind Pressure Condition	Minimum Electrical Clearance
a) Swing angle (22°)	3.05 mtrs
b) Swing angle (44°)	1.86 mtrs

- b) Minimum ground clearance: 8.84 m

- c) Minimum mid span separation between earthwire and conductor: 9.0 m

10. Shielding angle shall not exceed 20 deg for 400kV D/C Line transmission line.
11. The Fault current for design of line shall be 63kA for 1 sec for 400kV.
12. In case of 400kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard steel (GSS) or AACSR or any other suitable conductor type depending upon span length and other technical consideration.


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13. 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 at tension tower for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.
14. Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth & anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.
15. 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.
16. Wherever, transmission lines are passing through coastal/ creek regions, the fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 gram/sq m of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610 gram/ sqm 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 5mm shall be maintained as 87 microns.
17. For foundation in creek or aggressive soil areas, Concrete of M30 Grade design Mix conforming to IS 456 and epoxy coated reinforcement as per IS 13620 shall be used.
18. For transmission line sections passing within a distance of 50 km from the boundary of the two wind zones, higher of the two wind zones shall be considered for design of towers located in such sections.
19. Wherever the transmission line is passing through cyclone prone areas i.e. areas upto 60 km from coast:
 - a) K4 factor (Importance factor for cyclonic region) of 1.3 shall be considered for tower design.
 - b) Terrain Category- I ($K2=1.08$) shall be used for transmission lines in exposed open terrain with few or no obstruction and open sea coasts.
 - 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 towers/angle towers and angle of deviation should be based on the site requirement.
 - d) Measures for foundation & reinforcement of foundation and protection against corrosion



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- i. Ready mix concrete of M30 Grade shall be used to avoid use of locally available saline water. However, design mix concrete of M30 Grade 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/m³.
 - ii. 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.
 - iii. The surface of the reinforced steel may be treated with epoxy based coating to enhance corrosion performance of foundation in coastal areas. 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/m² per coat shall be applied on all exposed faces of foundation (i.e. pedestal & base slab)
- e) The top of the chimney of foundation should be atleast above HFL or the historical water stagnation/logging level (based on locally available data) or above High Tide Level of 500 mm above Natural Ground Level (whichever is higher) in areas prone to flooding/water stagnation like paddy filed/agricultural field and undulated areas to avoid direct contact of water with steel part of tower.
- f) 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.



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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed 400/220 kV Gadag SEZ PS substation shall be conventional AIS type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.

Extension of 400 kV existing Narendra (new) PS (GIS) substation shall be Gas Insulated Switchgear (GIS) type generally conforming to the requirements of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.

1.1 Salient features of Substation Equipment and Facilities

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

1.2 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl No	Description of parameters	400/220kV Gadag SEZ PS		Extn. of 400kV Narendra (new) (GIS) S/S
		400 kV System	220 kV System	400 kV System
1.	System operating voltage	400kV	220kV	400kV
2.	Maximum voltage of the system (rms)	420kV	245kV	420kV
3.	Rated frequency	50Hz	50Hz	50Hz
4.	No. of phase	3	3	3
5.	Rated Insulation levels			
i)	Impulse withstand voltage for (1.2/50 micro sec.) - for Equipment other than Transformer and Reactors - for Insulator String	1425kVp	1050kVp	1425kVp
		1550kVp	1050kVp	1550kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1050kVp	-	1050kVp
iii)	One minute power frequency dry withstand voltage (rms)	630kV	-	630kV


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Sl No	Description of parameters	400/220kV Gadag SEZ PS		Extn. of 400kV Narendra (new) (GIS) S/S
		400 kV System	220 kV System	400 kV System
iv)	One minute power frequency dry and wet withstand voltage (rms)	-	460kV	-
6.	Corona extinction voltage	320kV	-	320V
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	1000 micro-volts at 266kV rms	1000 micro-volts at 156kV rms	1000 micro-volts at 266kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	13020 mm (31mm/kV)	7595 mm (31mm/kV)	13020 mm (31mm/kV)
9.	Minimum creepage distance for switchyard equipment	10500mm (25mm/kV)	6125 mm (25mm/kV)	10500mm (25mm/kV)
10.	Max. fault current	63kA	50kA	63kA
11.	Duration of fault	1 sec	1 Sec	1 Sec

1.3 Switching Scheme

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

Substation	400kV side	220kV side
400/220kV Gadag SEZ PS	One & half breaker (AIS)	Double Main & Transfer (AIS)
Extn. of 400kV Narendra (new) (GIS) S/S	One & half breaker (GIS)	-----

Notes:-

- At 400kV voltage level, each circuit of a double circuit transmission line shall be terminated in different diameters.
- Transformers of same HV rating shall not be in the same diameter and similarly bus reactors of same HV rating shall also not be in the same diameter.

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 transmission line capacity.


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Sl. No	Description of bay	400/220kV Gadag SEZ PS		Extn. of 400kV Narendra (GIS) S/S
		400kV	220 kV	400kV
1.	Bus Bar	4000A	4000A	4000A
2.	Line bay	3150A	1600A	3150A
3.	ICT bay	3150A	1600A	-
4.	Bus Reactor bay	3150A	-	-
5.	Bus Coupler bay	-	3150A	-
6.	Transfer Bus coupler bay	-	1600A	-

2.1 400/220/33kV, 3-phase Autotransformer

500 MVA 400/220/33kV, 3-phase Transformer shall conform to CEA's "Standard Specifications and Technical Parameters for Transformers and Reactors (66 kV and above)" available on CEA website.

2.2 420kV, 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 (66 kV and above)" available on CEA website.


2.3 400kV&220kV AIS Substation equipment (as applicable)

2.3.1 Circuit Breakers (AIS)

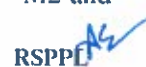
The circuit breakers and accessories shall conform with IEC: 62271-100, IEC: 62271-1 and shall be of SF6 Type. The circuit breakers shall be of class C2-M2 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40ms for 400kV circuit breakers and 60ms for 220kV circuit breakers. Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines of more than 200km length shall be provided with pre insertion closing resistor of about 400 ohms maximum with 8ms minimum insertion time or Controlled Switching Device. 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 400kV Circuit breaker of switchable line reactor and in Main & Tie circuit breakers of 400kV line with non-switchable line reactors and Bus reactors and 400/220 kV Transformers (as applicable).

2.3.2 Isolators (AIS)

The isolators shall comply with IEC 62271-102 in general. 400 kV and 220kV Isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 400kV and 220kV shall be of extended mechanical endurance class - M2 and

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suitable for bus transfer current switching duty. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 400kV and 220kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-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 400kV shall have six cores (four for protection and two for metering). 220kV 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 & protection system for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400kV voltage class.

2.3.4 Capacitor 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 400kV and 220kV shall be of 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 50VA for metering core) for better sensitivity and accuracy.

2.3.5 Surge Arresters (AIS)

336kV Station High (SH) class, gapless type Surge arresters & 216kV Station Medium (SM) class gapless type Surge arresters conforming to IEC 60099-4 in general shall be provided for 420kV & 245kV systems respectively. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, transformers & Reactor 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.

2.4 400kV GIS Substation equipment (as applicable)

GIS (Gas Insulated Switchgear) shall be Indoor type in accordance to IEC: 62271-203. The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All the switchgear such as Circuit Breaker, isolator, earth switch, and CT, shall be GIS type. The Surge Arrester and Voltage Transformer shall be either GIS or outdoor AIS type.

The GIS assembly shall consist of separate modular compartments e.g. Circuit Breaker compartment, Bus bar compartment filled with SF₆ Gas and separated by gas tight partitions so as to minimize risk to human life, allow ease of maintenance and limit the effects of gas leaks failures & internal arcs etc. These compartments shall be designed to minimize the risk of damage to adjacent sections and protection of personnel in the event of a failure occurring within the compartments. Rupture diaphragms with suitable


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deflectors shall be provided to prevent uncontrolled bursting pressures developing within the enclosures under worst operating conditions, thus providing controlled pressure relief in the affected compartment. The arrangement of gas sections or compartments shall be such as to facilitate future extension of any make without any drilling, cutting or welding on the existing equipment. To add equipment, it shall not be necessary to move or dislocate the existing switchgear bays. The layout of Gas Insulated Bus Ducts shall be properly planned to optimize the length of bus ducts and for easy accessibility for maintenance. The length of busbars, bus ducts, isolator sections shall be optimized considering effects of fast transient voltage due to isolator operations.

The bus bar modules including auxiliary bus modules (wherever applicable) shall be provided with suitable End Piece (Interface) module with the test link facility for future extension as per provisions of future requirement. The end piece module shall be designed in such a way so that future GIS module may be tested without extending test voltage to existing bus and vice-versa by removing the test link.

TSP shall make available the complete details for the design of interface module such as cross section, enclosure material, enclosure dimensions (inner & outer), Flange diameter (inner & outer), conductor cross-section & connection arrangement, bolt spacing & dimension, rated gas pressure, Gasket detail etc. Further, adequate space for GIS busbar interface module shall be taken into account for future scope.

Each section shall have plug-in or easily removable connection pieces to allow for easy replacement of any component with the minimum disturbance to the remainder of the equipment. Inspection windows (View Ports) shall be provided for Disconnect Switches and both type of earth switches i.e. Maintenance and fast operating.

Local control cabinets (LCC) shall be provided as per requirement. The alarm & annunciation of GIS equipment shall be wired to SCADA System.

The material and thickness of the enclosures shall be such as to withstand an internal flash over without burns through for a period of 300 ms at rated short time withstand current. The material shall be such that it has no effect of environment as well as from the by-products of SF₆ breakdown under arcing condition. This shall be validated with Type Test.

Service continuity requirement for GIS:

The GIS equipment with the given bus switching arrangement shall be divided into different gas compartments. During the work such as a fault repair or major maintenance, requiring the dismantling of a gas compartment for which more than one compartments may need to be de-gassed.

TSP shall meet following Service continuity conditions (to the extent possible) with ensuring equipment and operating personnel's safety:

- For One & half breaker bus switching scheme, during a fault in Circuit Breaker compartment, no bus bar and feeder is permitted out of service during maintenance and repair/replacement. During a fault in GIS compartment other than Circuit Breaker compartment, maximum one bus bar and/or one feeder is permitted out of service during maintenance and repair/replacement.


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UHF sensors in GIS for PD (Partial Discharge) detection:

Adequate number of UHF sensors shall be provided in the offered GIS for detection of Partial discharge (of 5 pC and above as per IEC 60270). The number and location of these sensors shall be based on laboratory test on typical design of GIS as per recommendations of CIGRE Document No. 654 (Application Guide for sensitivity verification for UHF Partial discharge detection system for GIS).

2.4.1 Circuit Breakers (GIS)

GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms for 400kV circuit breakers and 60 ms for 220 kV circuit breakers. Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 400kV lines wherever required shall be provided with pre insertion closing resistor of about 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. Control switching device shall be provided in Circuit Breaker of switchable line reactor bay and in Main & Tie bay circuit breakers of 400 kV line with non-switchable line reactors & Bus reactors and 400/220 kV transformers (as applicable).

2.4.2 Isolators (GIS)

The isolators shall comply to IEC 62271-102 in general. Earth switches are provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All isolators and earth switches shall be motor operated type.

Isolator shall be of extended mechanical endurance class-M2 and suitable for Bus Transfer Current Switching duty as per IEC standard. High speed earthing switches shall be provided for grounding purpose at overhead line terminations & cable terminations & cable terminations and shall have fault making capability as specified. Earth switch for line isolator shall be of earthing switch class E1 and shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

2.4.3 Current Transformers (GIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering) whereas; CT in Tie bays shall have six cores (four for protections & two for metering) suitably distributed on both sides of CB (for 400kV and above voltage class). 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 & protection system (not more than 20VA for metering core) for better sensitivity and accuracy.

The instrument security factor shall be less than 5 for CTs upto 400 kV voltage class.

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2.4.4 Voltage Transformer (If GIS type is used)

The voltage transformers shall conform to IEC-61869. Voltage transformers shall be of electromagnetic type with SF₆ gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type, nonresistant and shall be contained in their own-SF₆ compartment, separated from other parts of installation. The voltage transformer shall be effectively shielded against high frequency electromagnetic transients. The voltage transformer shall have three secondary windings. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for protection cores shall be 3P. The accuracy of 0.2 on metering core should be maintained throughout the entire burden range on all the three windings without any adjustments during operation. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 50VA for metering core) for better sensitivity and accuracy.

2.4.5 Surge Arrester (If GIS type is used)

336 kV Station High (SH) duty gapless type Surge arresters with thermal energy (Wth) of minimum 12 kJ/kV conforming to IEC 60099-4 in general shall be provided for 420 kV system. Other characteristics of Surge arrester shall be chosen in accordance with system requirements. Surge arresters shall be provided at line entrances, near transformers & Reactor so as to achieve proper insulation coordination. A leakage current monitor with surge counter shall be provided with each surge arrester.

2.4.6 SF₆ to Air Bushing

Outdoor bushings, for the connection of conventional external conductors to the SF₆ metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC -60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/kV. SF₆ to air Bushing shall be of Polymer / composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic condition. The electrical and mechanical characteristics of bushings shall be in accordance with IEC 60137. Polymer / composite insulator shall be seamless sheath of silicon rubber compound. The housing & weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicon composite insulators shall comply with the requirements of IEC 61462 and the relevant parts of IEC 62217.

2.5 Protection Relaying & 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. All numerical relays shall have built in disturbance recording feature.


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

a) Transmission Lines Protection

400kV and 220kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 400kV and 220kV 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 & 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 30km) having Fibre Optic communication link. Differential relay at remote end shall also be provided by the TSP. Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of 220kV line bays where the line lengths are not indicated, Numerical Distance protection relay as Main-I and Line Current differential relay (with back up distance protection feature) as Main-II shall be provided. Further, in such case, the matching line current differential relay for remote end shall be provided by the remote end 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 400kV and 220kV 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 400kV lines shall also be provided with two stages over voltage protection. Over voltage protection & distance to fault locator may be provided as in-built feature of Main-I & Main-II protection relays. Auto reclose as built-in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 400kV and 220kV 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:

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- i) Numerical Differential protection
- ii) Numerical Restricted earth fault protection
- iii) Numerical Back-up Over-current and earth fault protection on HV & IV side
- iv) Numerical Over fluxing protection on HV & IV side
- v) Numerical Overload alarm
- v) Numerical Back up Impedance protection (HV Side)

Further, Numerical Back-up Over-current and earth fault protection on HV & IV side of autotransformer shall not be combined with other protective functions (except back up Impedance protection) 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 & isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The Over current and other necessary protection shall be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control & protection IEDs to be provided for autotransformer.

c) 400kV 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, MOG with low oil level alarm, protection against oil and winding temperatures & 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 400kV and 220kV buses. Duplicated bus bar protection is envisaged for 400kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as future bays envisaged i.e. input / output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.


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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 400kV and 220kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

1. *LBB & 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 & overload protection can be provided as built-in feature of differential relay.*
4. *In 400kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be with Auto-reclosure feature.*

2.6 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 220kV and above. All bay control units as well as protection units are normally connected through an Optical fibre high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in 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 & modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement. Any augmentation work at RLDC/SLDC is

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excluded from TSP's scope. However, all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

b) Time synchronisation equipment

Time synchronization equipment complete in all respect including antenna, cable, 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 & IEDs etc.

3 Substation Support facilities

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

3.1 AC & DC power supplies

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

- (i) For LT Supply at each new Substation, two (2) nos. of LT Transformers (minimum 630kVA for substations with highest voltage rating as 400kV) shall be provided out of which one shall be connected with SEB/DISCOM supply and other one shall be connected to tertiary of Transformer.

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

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

- (ii) 2 sets of 220V battery banks for control & protection and 2 sets of 48V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger. Battery shall be of VRLA type.
- (iii) Suitable AC & 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:


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- (a) 415V Main Switch board – 1 nos.
- (b) AC distribution board – 1 nos.
- (c) Main lighting distribution board – 1 no.
- (d) Emergency lighting distribution board – 1 no.
- (e) 220 Volt DC distribution board – 2 nos.
- (f) 48 Volt DC distribution board – 2 nos.

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

- (iv) At new Substation, one no. of DG set (minimum 250kVA for substations with highest voltage rating as 400kV) shall be provided for emergency applications considering future bays.
- (v) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).

3.2 Fire Fighting System

Fire-fighting system for substation including transformer & reactor shall conform to CEA (Measures Relating to Safety & Electric Supply) Regulations.

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

At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements.

3.3 Oil evacuating, filtering, testing & filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

3.4 Illumination

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

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 luminaires.





3.5 Control Room

For new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from control room for all the future bays also.

At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

3.6 GIS hall

The Gas Insulated Switchgear (GIS) of each voltage along with other associated equipment shall be housed inside the GIS building separately. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels, panels for tele-communication system etc. are to be placed in a separate room in the GIS building. The size of the room shall be such that all the panels for the bays under present scope shall be accommodated. The panel room shall be air-conditioned. Further, the temperature of the room shall be monitored through substation automation system by providing necessary temperature transducers. Ventilation system of suitable capacity shall be provided for each GIS hall.

One EOT Crane of suitable capacity for erection & Maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room shall be provided in each GIS hall. The crane shall be capable of fulfilling all special requirements for erection & maintenance of GIS equipment. The capacity of the crane shall be sized to lift the heaviest GIS switchgear component.

For extension of existing GIS, existing facilities shall be suitably augmented/extended for GIS equipment under present scope.

3.7 Control Concept

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

3.8 Visual monitoring system (VMS) for watch and ward of substation premises:

Visual monitoring system for effective watch and ward of substation premises shall cover all the transformers and reactors, all other major AIS Equipment (such as CB, isolators, CT, CVT, SA etc. as applicable), GIS bays, panel room, all the gates of switchyard and all entry and exit points of control room building and accordingly the location of cameras shall be decided. 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.

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process them for viewing on workstations/monitors in the control room and simultaneously record all the cameras.

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

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

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

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 Quad conductors for 400kV future lines and Twin conductor for 220 kV future lines) wherever applicable.
- b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.
- c) TSP has to arrange for construction power and water on its own.
- d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 gm/sq.m.
- e) In 400kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie & Future bay shall be designed considering the current rating of line bay i.e. 3150A.
- 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) as per CEA Measures Relating to Safety and Electric Supply Regulations.

5. EXTENSION OF EXISTING SUBSTATION

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

Sl. No.	Drawing Title	Drawing No./Details	Rev. No.
A.	Extn. of 400kV Narendra (new) (GIS) S/S		
1.0	Single Line Diagram	C/ENGG/TBCB/NARENDRA(NEW)/SLD	Rev-1
2.0	General Arrangement	C/ENGG/TBCB/NARENDRA/GA/02	Rev-2
3.0	Earthmat Layout	O14055-E-IS-SY-GL-1021	Rev-A

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4.0	Visual Monitoring System	Make : Nice vision	
5.0	Bus Bar Protection (400kV System)	Make : Siemens Model: 7SS522	
6.0	Substation Automation System (SAS)	Make: Siemens	

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



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SPECIFIC TECHNICAL REQUIREMENTS FOR COMMUNICATION

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall conform to the following requirements. The protection for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. one tele-protection channel through PLCC and one tele-protection channel over FOTE in addition to one channel for speech plus data for each direction.

1. Gadag PS-Narendra (New) PS 400 kV D/c line

On Gadag PS-Narendra (New) PS 400 kV D/c line one (1) no. OPGW cable containing 24 Fibres (24F) is to be installed & commissioned by the TSP on one E/W peak and on other peak conventional earth wire (or OPGW, if desired by TSP) to be installed. The TSP shall install this OPGW from gantry of Gadag PS up to the gantry of Narendra (New) S/s with all associated hardware including Vibration Dampers, mid-way Joint Boxes and finally termination in Joint Boxes (called OPGW Hardware hereafter) end Substations. Repeater equipment is not envisaged for Gadag PS-Narendra (New) PS 400 kV D/c line.

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

2. Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1X125 MVAR) bus reactor

- (i) TSP shall provide 2 no. FODP (96 F) along with panel and Approach Cable (24F each) with all associated hardware fittings (from gantry tower to Control Room) for all the incoming lines envisaged under the present scope.
- (ii) TSP shall provide STM-16 (FOTE) equipment with panel supporting minimum eight (8) MSP (Multiplex Section Protection) directions in combination of two no. of 5 & 3 MSP Equipment. Communication Equipment shall be provided with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Gadag PS, Narendra (New) & Upcoming RE Plants.
- (iii) FODP & FOTE equipment with panels shall be provided in Control Room of Gadag PS. FOTE & FODP Eq can be accommodated in same panel to optimize space.
- (iv) The integration work of new communication equipment under present scope with existing regional level centralized NMS shall be responsibility of TSP. Configuration work in existing centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment with the Centralized NMS shall be ensured by TSP.


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- (v) TSP shall install required no. of Phasor Measurement Units (PMUs) for all 400kV voltage line bays (under the scope of this project) at 400kV Gadag PS, these PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room with Fibre Optic cable. These PMUs shall be connected with the FOTE at Substation for onwards data transmission to the PDC (Phasor Data Concentrator) located at respective RLDC. However, configuration work in existing PDC at RLDC for new PMU integration is not in scope of TSP.
- (vi) The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMUs, DCPS along with Battery Bank shall be the responsibility of TSP.
3. 2 no. 400 kV line bays at Narendra (new) for Gadag PS-Narendra (New) PS 400 kV D/C line

- (i) TSP shall provide 1 no. FODP (48 F) along with panel and 1 no. Approach Cable (24F) with all associated hardware fittings.
- (ii) TSP shall provide 1 no. STM-16 (FOTE) equipment with panel supporting minimum three (3) MSP (Multiplex Section Protection) directions with suitable DC Power Supply & necessary interfaces to meet the voice and data communication requirement between Gadag PS & Narendra (New) stations.
- (iii) FOTE/FODP panel shall be installed in the new Relay Panel Room (for GIS Bays) The FOTE under present scope shall be integrated by TSP with the existing FOTE at control room of Narendra (New) S/s which is already communicating with respective control center. TSP to provide necessary FODP sub rack / Splice trays/ Patch cords etc. 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. The TSP may integrate the FOTE under present scope with FOTE in the nearby Kiosk (if available with spare direction) or shift one direction from control room to FOTE under present scope. For this purpose, TSP shall provide necessary FODP sub rack / Splice trays/ Patch cords etc. either in the existing FOTE/FODP panels in another Kiosk (SPR) or in the control room.

- (iv) FOTE & FODP Eq can be accommodated in same panel to optimize space.
- (v) The integration of new communication equipment under present scope with existing regional level centralized NMS at shall be the responsibility of TSP. Configuration work in existing centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary


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support to integrate new Communication equipment with the Centralized NMS shall be ensured by TSP.

- (vi) TSP shall install required no. of Phasor Measurement Units (PMUs) for all 400kV voltage line bays (under the scope of this project) at 400kV Narendra (New) S/s and PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be provided with GPS clock and LAN switch and shall connect with LAN switch of control room with Fibre Optic cable. These PMUs shall be integrated with the existing PDC (Phasor Data Concentrator) located at respective RLDC. TSP shall provide separate WAMS (PMU, switches etc.) required for extended bays at 400kV Narendra (New) S/S.
- (vii) The maintenance of all the communication equipment including FOTE, FODP, approach cable, PMUs, DCPS along with Battery Bank shall be the responsibility of TSP.

4. PLCC & 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: -

- Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centres (RLDC/SLDC) etc.
- Coupling devices shall be suitable for phase to phase coupling for 765kV & 400kV 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.
- The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.


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- The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.
- PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT & Wave trap for all the line bays under present scope shall be provided by TSP.
- TSP shall provide/ undertake necessary addition/ modification/ shifting/ re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).
- All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 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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Frequently Asked Queries:**1.0** Transmission Line:

- 1.1 Please clarify that whether shutdowns for crossing of existing transmission lines of POWERGRID/STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP on chargeable basis or free of cost.

Reply: Shutdowns for crossing of existing transmission lines of POWERGRID/STUs/ Power Evacuation Lines from Generation Plants/ Any other Transmission Licensee will be given to TSP by the concerned owner of the lines as per their own terms & conditions. As far as shutdown of ISTS lines are concerned the same can be availed by approaching respective Regional Power Committee. TSP to coordinate with respective owner / Regional Power Committee during execution stage.

- 1.2 We understand that the suggested swing angle criteria are applicable for Suspension Insulator in Suspension Tower. Further, you are requested to provide similar swing angle and clearance criteria for Pilot Insulator with Jumper & Jumper.

Reply: It is clarified that the swing angle criteria (as mentioned in RFP) for transmission lines is applicable for Suspension Insulator in Suspension Tower. Further, as per Clause 3.0 of Specific Technical Requirements for transmission lines, Transmission service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.

- 1.3 We request you to kindly allow that use of diamond configuration at Power line crossings and the existing owner of the lines may be directed to allow the same for the successful bidders.

Reply: Power line crossing including Diamond configuration is responsibility of the TSP. TSP shall formally submit the profile of the crossing section to the owner of the existing line suggesting proposed crossing alternatives. The crossing will have to be carried out as per approval of owner of the existing line.

- 1.4 It is requested you to kindly provide present status of Forest Clearances if any transmission line corridor area falling in wildlife forest / reserve forest/ mangroves.

Reply: Based on the preliminary route survey, the process of initiation of forest clearance for the forest stretches, if any, enroute the proposed line alignment will be initiated by way of writing letters to the concerned authority (ies). However, it may be noted that it will be the responsibility of TSP for obtaining forest clearance for the forest stretches as provided in the survey report and also for any forest area encountered during

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detailed survey.

2.0 Substation

2.1 We understand that space for storage of O&M spare shall be provided by existing owner within the station boundary without any cost. Kindly confirm.

Reply: Space for storage of O&M spares shall be arranged by TSP on its own.

2.2 We presume that the O&M for the end Termination bays will be in the scope of the TSP and TSP shall not be liable for any payment towards O&M to the existing owner of the substation. Kindly confirm.

Reply: Operation and maintenance of the bays is solely responsibility of the TSP.

2.3 With reference to subject scheme of existing sub-station, we assumed following scope of work:

- (a) We assumed internal road is available and need not to consider in the present scope of work.
- (b) Drainage is available and need not to consider in the present scope of work.
- (c) Cable trench extension in adjacent to Main cable trench only under present scope of work.
- (d) Levelled area being provided by developer for bay extension.

Reply: Regarding requirement of internal road, drainage, cable trench, leveling of the bay extension area, bidder is advised to visit site and acquaint themselves with the provisions/facilities available at substation.

2.4 Kindly provide the soil investigation report of soil parameters of existing substation.

Reply: Bidder is advised to visit the substation site and ascertain the requisite parameters.

2.5 Kindly confirm, energy accounting of aux. power consumption. Whether it will be on chargeable basis or part of transmission loss.

Reply: It will be on chargeable basis.

2.6 We understand that VMS requirement is for unmanned stations only. For Manned stations VMS is not compulsory.

Reply: VMS shall be provided in line with requirements of RFP document.

2.7 It is understood that Construction water and power shall be provided free of cost to TSP by respective substation owner for construction of new bays.


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- 2.8 **Reply:** Arrangement of construction power & water is in the scope of TSP.
It is understood that existing fire hydrant system shall be extended by the TSP for bay extension.

Reply: Existing fire hydrant system shall be extended from existing system (if required)

- 2.9 Please clarify that Status of land acquisition for Substations. Whether the lands have been acquired by BPC and will be transferred to TSP.

Reply: The acquisition of land for substation is in the scope of TSP.

- 2.10 We understood that no any dedicated metering CT & CVT required for Line/feeders. Further, we understood that requisite Energy meters for various 765kV, 400kV & 220kV Feeders shall be provided & installed by CTU free of cost to TSP.

Reply: Dedicated metering CT and CVT are not required for line/feeders. Metering core of existing CT/CVT can be used provided accuracy class is matching with metering requirement. Requisite Special Energy Meters shall be provided and installed by CTU at the cost of TSP in C&P panel subject to space availability, else, in separate metering panel (to be provided by TSP at its cost).

3.0 Communication

- 3.1 What are the usage of OPGW, FOTE, PMU etc. under communication requirement of RFP?

Reply: User shall be responsible for providing compatible equipment along with appropriate interface for uninterrupted communication with the concerned control center and shall be responsible for successful integration with the communication system provided by CTU. Communication systems e.g. OPGW, FOTE, PMU etc. are required for grid operation through RLDC/SLDC, speech communication, tele-protection and tele-metering.

- 3.2 Is space for installation of communication panels are provided to TSP in existing Substations incase new bays are in the scope of TSP?

Reply: The space replated issues are deliberated in the RFP itself. TSP to carry out survey of the existing substation for physical space requirement. In case space is not available in the existing substation then TSP shall accommodate the same in the respective bay SPR (Switchyard Panel Room)/Bay Kiosk/ Relay panel room in case of GIS s/s. Further, TSP to connect and integrate the proposed FOTE with the existing FOTE in the control room.


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- In Case 132kV Substation TSP shall accommodate the said panels either by extension of existing control room or other arrangements.
- 3.3 How is the OPGW laying done in case of LILO lines?

Reply: In case LILO lines are on same towers (e.g. both Line in and Line Out portion are on same towers, generally done LILO of S/C lines). Then 2x24F OPGW shall be required to install by TSP on both earthwire peak on 400kV & 765kV lines where two E/W peaks are available. On 220 & 133kV lines where only one E/W peak is available TSP to install one no. 48F OPGW.

In case LILO lines are on different towers (e.g. both Line In and Line Out portion are on different towers, generally done LILO of D/C lines). Then 1x24F OPGW shall be required to install by TSP on one earthwire peak, on both Line In and Line Out portions of 400kV & 765kV lines. On 220 & 133kV lines where only one E/W peak is available TSP to install one no. 24F OPGW in place of conventional earthwire.

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

Reply: In case two different lines are using common multi circuit portion for some distance (originating from different stations, may be terminating on same or on different stations). Two no. 24F OPGW to be installed on both E/W peaks for common M/C portion of 765kV & 400kV lines.

In case 220/132kV lines using multi circuit portion where single E/W peak is available one no. 48F may be installed for common multi circuit portion.



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1.1 Project Description

Govt. of India has set a target for establishing 175 GW renewable capacity by 2022, which includes 100 GW from Solar and 60 GW from Wind. Ministry of New and Renewable Energy (MNRE) in association with Solar Energy Corporation of India (SECI) has identified potential Solar Energy Zones (SEZ) and Wind Energy Zones (WEZ) of 66.5 GW in seven RE rich states (Tamil Nadu, Andhra Pradesh, Karnataka, Gujarat, Rajasthan, Maharashtra and Madhya Pradesh) to be evacuated through ISTS.

Out of total 66.5 GW REZs, 18.5 GW (Solar-10 GW & Wind-8.5 GW) potential has been identified in the states of Tamil Nadu, Andhra Pradesh and Karnataka in Southern Region. This includes 2.5 GW solar potential in Gadag area of Karnataka. The subject transmission scheme involves establishment of Gadag Pooling Station and its interconnection with ISTS grid for evacuation of potential Renewable Energy from Gadag area of Karnataka. The elements of the transmission scheme are as below :

Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka – Part A

1. Establishment of 5x500 MVA, 400/220 kV Gadag Pooling Station
2. Gadag PS - Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line
3. Gadag PS - Narendra (new)PS 400 kV (high capacity equivalent to quad moose) D/C Line
4. 220 kV line bays for interconnection of solar projects (8 nos)
5. 1x125MVAr (400 kV) bus reactor at Gadag PS

Note:

- (i) Developer of Koppal PS to provide space for 2 no. of 400 kV line bays at Koppal PS for termination of Gadag PS-Koppal PS 400 kV (high capacity equivalent to quad moose) D/C line.
- (ii) POWERGRID to provide space for 2 no. of 400 kV line bays at Narendra (New) 400 kV substation for termination of Gadag PS-Narendra (New) 400 kV (high capacity equivalent to quad moose) D/C line.

The transmission system has been agreed in the 2nd meeting of Southern Region Standing Committee on Transmission (SRSCT) held on 10.06.2019. The National Committee on Transmission in its 4th meeting held on 31.07.2019 has recommended the implementation of the subject transmission scheme through TBCB route. Ministry of Power vide Gazette notification dated 24.01.2020 has appointed REC Transmission Projects Company Limited (presently known as REC Power Development and Consultancy Limited) as BPC for bidding of the subject scheme through TBCB route.

The Transmission Scheme was subsequently discussed again in the re-constituted 4th NCT meeting held on 20.01.2021 & 28.01.2021 wherein it was agreed to segregate the transmission schemes "Transmission scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka – Part A" into two phases and is to be implemented as two separate transmission schemes, the details are as below:

A. Transmission Scheme for evacuation of 1000 MW from Gadag SEZ under Phase-I

1. Establishment of 2x500 MVA, 400/220 kV Gadag Pooling Station
2. Gadag PS - Narendra (new) PS 400 kV (high capacity equivalent to quad moose) D/C Line



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3. 400 kV GIS line bays at Narendra (new) for Gadag PS-Narendra (New) PS 400 kV D/C line.
4. 220 kV line bays for interconnection of solar projects (4 nos.)
5. 1x125MVA (400 kV) bus reactor at Gadag PS

B. Transmission Scheme for evacuation of 1500 MW from Gadag SEZ under Phase-II

1. 400/220 kV, 3x500 MVA ICT Augmentation at Gadag Pooling Station
2. Gadag PS - Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line
3. 400 kV line bays at Koppal PS for Gadag PS-Koppal PS 400 kV D/C line
4. 220 kV line bays for interconnection of solar projects (4 nos.)

Note:

- (i) *Developer of Koppal PS to provide space for 2 no. of 400 kV line bays at Koppal PS for termination of Gadag PS-Koppal PS 400 kV (high capacity equivalent to quad moose) D/C Line.*
- (ii) *Phase-II scheme to be taken up only after receipt of Connectivity/LTA applications beyond 1000 MW at Gadag or beyond 1500 MW at Koppal PS*
- (iii) *The schedule of implementation of Phase-II of the scheme would be matching with schedule of RE developers or 18 months from the date of transfer of SPV whichever is later.*

- 1.2 Scope of Work and Commissioning schedules of each element of the scheme and also the conductor specification for the transmission lines are given in Table- 1 above.


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Schedule: 3

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]

Sr. No	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (IX125 MVAR) bus reactor.	18 months	100%	Element at Sl. No 2 & 3
2.	Gadag PS - Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/c line			Element at Sl. No 1 & 3
3.	400kV GIS Line bay at Narendra (New): 2 nos. [for Gadag PS-Narendra (New) 400 kV (high capacity equivalent to quad moose) D/c Line]			Element at Sl. No 1 & 2

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

Scheduled COD for overall Project: 18 months from Effective Date


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Schedule: 4

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 and 7.1.6 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 in the execution 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 Lead Long Term Transmission Customer and CEA for the purpose of monitoring of the Project.

2: Emergency Work:

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any Party 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: 5

Computation of Transmission Charges

[Note: As referred to in the definitions of "Monthly Transmission Charges", "Monthly Transmission Charges Invoice" and in Articles 10.1, 10.2, 10.3 and 11.7 (c) of this Agreement]

1.1 General

- a. The Monthly Transmission Charges to be paid by the Long Term Transmission Customers to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be in accordance with this Schedule.
- b. The Transmission Charges to be paid to the TSP shall comprise of the Escalable Transmission Charges and the Non Escalable Transmission Charges, payable by each Long Term Transmission Customer, in proportion to their Allocated Project Capacity for the Contract Year, as determined by the CERC. In the event of change by CERC in the methodology for the allocation of Transmission Charges between the Long Term Transmission Customers, such revised methodology shall apply.
- c. For the purpose of payment, the Escalable Transmission Charges to be paid in any Contract Year shall be the Escalable Transmission Charge as per Schedule 6 duly escalated as provided in Schedule 7.
- d. In case of any extension of time period for the Scheduled COD, the applicable Transmission Charges in relation to an Element shall be the Transmission Charges of the Contract Year in which the COD of such Element occurs or it has deemed to have occurred, and in relation to the Project, the Transmission Charges applicable will be for the Contract Year in which the COD occurs.
- e. The Annual Transmission Charges shall be the sum of the Payable Annual Escalable Transmission Charges and the Payable Annual Non Escalable Transmission Charges for the Contract Year n.
- f. The Transmission Charges shall be payable based on the Allocated Project Capacity at Target Availability and Incentive for Availability beyond the Target Availability as provided in this schedule shall be admissible for payment. In case of Availability being lower than the Target Availability, the Transmission Charges shall be payable on proportionate basis as provided in this Schedule. In case of the Availability being lower than the level as specified in Article 10.4, the TSP shall pay a penalty as per the provisions in this Schedule. This penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP then existing at the end of the relevant Contract Year.



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- g. The Availability shall be calculated as per the procedure specified in Appendix II of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 as notified by CERC and as attached herewith.
- h. All applicable Rebates and Surcharges will be computed and Invoices, as required, would be raised based on the provisions laid out in Articles 10.7 of this Agreement.
- i. Reactive Power compensations and payments shall be as per the provisions of the Grid Code.

1.2 Components of Monthly Bill

The Monthly Bill for any month in a Contract Year shall consist of the following:

- i. Monthly Transmission Charges in accordance with Article 1.2.1 below;
- ii. Incentive Payment determined in accordance with Article 1.2.2 below (applicable on annual basis and included only in the Monthly Tariff Payment for the first month of the next Contract Year); and
- iii. Penalty Payment determined in accordance with Article 1.2.3 below (applicable on annual basis and included in the Monthly Tariff Payment for the first month of the next Contract Year).

1.2.1 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as below:

If $CA \geq NA$;

Monthly Transmission Charge $MTC(m) =$

$$\left[\sum_{m=1}^m Tmm / \text{No. of days in the month 'm' in Contract Year 'n'} * \text{No. of days in the month 'm' in Contract Year 'n' for which bill is raised} \right] - \sum_{m=1}^{M-1} MTC(m-1)$$

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Monthly Transmission Charge $MTC(m) =$


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$$\left[\sum_{m=1}^M T_m / \text{No. of days in the month 'm' in Contract Year 'n'} * AA/NA * \text{No. of days in the month 'm' in Contract Year 'n' for which the bill is raised} \right] - \sum_{m=1}^{M-1} \text{MTC (m-1)}$$

where:

- m is the month in Contract Year 'n'
- M= month considered for payment in the Contract Year 'n'
- T_{mn} = Transmission Charges for the month 'm' in Contract Year 'n' and is equal to the sum of Monthly Escalable Transmission Charges (METC mn) and Monthly Non Escalable Transmission Charges (MNETC mn)
- CA is the Cumulative Availability, as per REA, from the first day of the Contract Year "n" in which month "m" occurs upto and including upto the end of the month "m";
- AA is the actual Availability for the month 'm' in the Contract Year n, as per REA, (expressed in percentage);
- NA is the Target Availability;
- MTC (m-1) is the Payable Monthly Transmission Charge for the month '(m-1)' for the Contract Year 'n'
- **Monthly Escalable Transmission Charges (METC mn)**

The Monthly Escalable Transmission Charges (METC $_{mn}$) for month 'm' for the Contract Year 'n' shall be calculated by the following formula,

$$\text{METC}_{mn} = [\text{Escalable Transmission Charge for the first Contract year (as provided in Schedule 6)/No. of days in the Contract Year 'n'}] * \text{No. of days in the month 'm'} * p/q$$

Where,

'p' is the escalation index as per Schedule 7 at the beginning of the month 'm' (expressed as a number)

'q' is the escalation index as per Schedule 7 applicable as at the beginning of the first Contract Year mentioned in Schedule 6 (expressed as a number)


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- **Monthly Non Escalable Transmission Charges (MNETCmn)**

The Monthly Non Escalable Transmission Charges (MNETCmn) for month 'm' for the Contract Year 'n' shall be calculated as follows:

$$\text{MNETCmn} = \frac{\text{Non Escalable Transmission Charge for the Contract Year 'n' (as provided in Schedule 6)}}{\text{No. of days in the Contract Year 'n'}} \times \text{No. of days in the month 'm'}$$

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.2.2 Incentive Payment

If and to the extent the Availability in a Contract Year exceeds ninety eight percent (98%) for AC system, the TSP shall be entitled for an annual Incentive as calculated below:

$$\text{Incentive} = 0.02 \times \text{Annual Transmission Charges} \times (\text{Actual annual Availability} - \text{Target Availability})$$

Provided that no Incentive shall be payable above the Availability of 99.75% for AC system.

Incentive shall be shared by the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by then existing at the end of the relevant Contract Year.

1.2.3 Penalty

If and to the extent that the Availability in a Contract Year falls below ninety five percent (95%) for AC system, the TSP shall be entitled for an annual penalty as per the formula given below:

$$\text{Penalty} = 0.02 \times \text{Annual Transmission Charges} \times (\text{Target Availability} - \text{Actual Annual Availability})$$

The penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

1.3 Recovery from Short Term Transmission Customers

The Transmission Charges to be paid by the Long Term Transmission Customers to the TSP shall stand reduced in proportion to their then existing Allocated Project Capacity at the end of the relevant month, to the extent of adjustable revenues from Short Term Transmission Customers.

The charges payable by the Short Term Transmission Customers shall be calculated on the basis of the provisions of the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008 or as amended from time to time.



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1.4 Scheduling Charges

The payment of scheduling charges to the respective RLDC or SLDC, as the case may be, shall be the responsibility of the Long Term Transmission Customers.



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Schedule: 6

Transmission Charges

[Note: As referred to in the definitions of “Element”, “Escalable Monthly Charges”, “Non Escalable Monthly Charges” and “Monthly Transmission Charges” and in Clauses 1.1 (c) of Schedule 5 of this Agreement]

[To be incorporated from the Bid of the Selected Bidder]

[In case of pre-signing of RFP Project Documents, this needs to be inserted after selection of the Selected Bidder]

Year	Commencement Date of Contract Year	End Date of Contract Year	Non-Escalable Transmission Charges (in Rupees Millions)	Escalable Transmission Charges (in Rupees Millions)
(1)	(2)	(3)	(4)	(5)
1	Scheduled COD 17.07.2023	31-March		
2	1-April	31-March		
3	1-April	31-March		
4	1-April	31-March		
5	1-April	31-March		
6	1-April	31-March		
7	1-April	31-March		
8	1-April	31-March		
9	1-April	31-March		
10	1-April	31-March		
11	1-April	31-March		
12	1-April	31-March		
13	1-April	31-March		
14	1-April	31-March		
15	1-April	31-March		
16	1-April	31-March		
17	1-April	31-March		
18	1-April	31-March		
19	1-April	31-March		
20	1-April	31-March		
21	1-April	31-March		
22	1-April	31-March		
23	1-April	31-March		
24	1-April	31-March		
25	1-April	31-March		
26	1-April	31-March		
27	1-April	31-March		
28	1-April	31-March		
29	1-April	31-March		
30	1-April	31-March		

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Year	Commencement Date of Contract Year	End Date of Contract Year	Non-Escalable Transmission Charges (in Rupees Millions)	Escalable Transmission Charges (in Rupees Millions)
31	1-April	31-March		
32	1-April	31-March		
33	1-April	31-March		
34	1-April	31-March		
35	1-April	31-March		
36	1-April	35 th anniversary of Scheduled COD		

[This table needs to be replicated exactly as from Annexure-22 of the RFP (i.e. Financial Bid of the Selected Bidder).]

Notes:

- a. Charges for the first Contract Year are the Transmission Charges applicable for the twelve month period (from the immediately preceding 1 April from the Scheduled COD till the immediately succeeding 31 March) irrespective of the duration of the first Contract Year.
- b. Charges for the second Contract Year are the Transmission Charges applicable for the full Contract Year
- c. Charges for the last Contract Year are the Transmission Charges applicable for the twelve month period (from immediately preceding 1 April to the date of 35th anniversary of the Scheduled COD till the immediately succeeding 31 March) irrespective of the duration of the last Contract Year.
- d. However, in cases of both (a) and (c) above, total Transmission Charges payable to the TSP are computed proportionately for the total number of days in the first and last Contract Year respectively.
- e. Charges for Short Term Open Access of the Project shall be as per the provisions of Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations 2008 as notified by CERC and as amended from time to time.


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Proportionate Transmission Charges payable for each Element of the Project:

Sr. No	Name of the Transmission Element	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project
1.	Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1X125 MVAR) bus reactor.	
2.	Gadag PS - Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/c line	100%
3.	400kV GIS Line bay at Narendra (New): 2 nos. [for Gadag PS-Narendra (New) 400 kV (high capacity equivalent to quad moose) D/c Line]	



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Schedule: 7

Escalation Index

[Note: As referred to in Clause 1.1 of Schedule 5 of this Agreement]

The index ("Escalation Index") to be applied for escalation of Escalable Transmission Charges shall be computed by assuming that as on the date of the COD, the value of such Escalation Index is 100. Thereafter, for each month after the COD, the value of the Escalation Index shall be computed by applying the per annum inflation rate specified by CERC for payment of Escalable Transmission Charges, as per the provisions of the Competitive Bidding Guidelines.

For the avoidance of doubt, it is clarified that:

- if the prevailing inflation rate specified by CERC is 4.7% per annum, then at the end of the first month after the COD, the value of the Escalation Index shall be 100.3917 [i.e., $100 * (1 + 4.7\%/12)$] for Escalable Transmission Charges. Thereafter, at the end of the second month beyond such first month, the value of the Escalation Index shall be 100.7833 [i.e $100 * [1 + (4.7\% * 2)/12]$] and so on. The value of the Escalation Index at the end of the Nth Month after the COD shall be calculated as: $100 * (1 + N * 0.047 / 12)$ for Quoted Escalable Transmission Charges.
- the per annum inflation rate specified by CERC shall be revised only at the end of every six (6) months.
- The value of the Escalation Index shall be calculated upto the fourth decimal point.

In case, due to any reason, CERC discontinues the publication of the inflation rate mentioned above, then the Lead Long Term Transmission Customer and the TSP shall replace the above inflation rate with an inflation rate which shall be computed on the same basis as was being used by CERC to estimate their notified inflation rate.



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Schedule: 8

List of Articles

List of Articles under which rights and obligations of the Long Term Transmission Customers (including all matters incidental thereto and related follow-up), which are required to be undertaken by the Lead Long Term Transmission Customer, or by Majority Long Term Transmission Customers or by the Long Term Transmission Customers jointly, respectively:

- A) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Lead Long Term Transmission Customer**
1. Article 3.3.5 (approach the Appropriate Commission on termination of the Agreement on TSP's not able to meet conditions subsequent)
 2. Article 5.5 (inspection of the Project during the construction phase);
 3. Articles 6.1.1 and 6.1.2 (extension of Scheduled COD);
 4. Article 6.4.1 (communication with the TSP on imposition of liquidated damages)
 5. Articles 7.3.2 (notice for maintenance of Interconnection Facilities under the purview of the Long Term Transmission Customers);
 6. Article 11.7 (d) (inspection of Project during operation of Force Majeure);
 7. Article 13.1 (a) (notice to TSP on abandonment of Project);
 8. Article 13.3. (d) (to approach the Appropriate Commission for revocation of Transmission Licensee on account of TSP's Event of Default);
 9. Articles 14.2.1 (b), 14.2.2 (b) and 14.2.2 (c) (notice for patent indemnity);
 10. Article 14.2.1 (d) (provide assistance to the TSP during the proceedings of patent indemnity);
 11. Article 18.2.3 (written permission to TSP for divestment of equity holding and subsequent verification of equity structure, post-divestment); and
 12. Schedule 7 (computation of alternative escalation index in the event of CERC discontinuing publishing of the inflation rate mentioned in this schedule).
- B) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Majority Long Term Transmission Customers**
1. Article 2.3.1 (decision to continue the Project beyond the Expiry Date);



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2. **Article 3.1.3** (waiver of the TSP's obligations due to reasons attributable to the Long Term Transmission Customer(s));
3. **Articles 3.3.2 and 3.3.4** (right to terminate the Agreement on non-fulfillment of conditions subsequent);
4. **Articles 13.1 (k) and 13.1 (l)** (invocation of termination of the Agreement due to the TSP's Event of Default);
5. **Article 13.3** (notice to TSP for termination of Agreement on TSP's Event of Default);
6. **Article 18.1.4** (in case of any difference of opinion on any decision among the Long Term Transmission Customers, decision in such cases to be taken by the Majority Long Term Transmission Customers); and
7. **Article 18.1.5** (Right to replace the Lead Long Term Transmission Customer).

and any other Articles of this Agreement not specifically mentioned herein, which provide for a joint action by all the Long Term Transmission Customers.



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Schedule: 9

**Appendix II of Central Electricity Regulatory Commission
(Terms and Conditions of Tariff) Regulations, 2019**

Procedure for Calculation of Transmission System Availability Factor for a Month:

1. Transmission system availability factor for nth calendar month ("TAF_{Pn}") shall be calculated by the respective transmission licensee, got verified by the concerned Regional Load Dispatch Centre (RLDC) and certified by the Member-Secretary, Regional Power Committee of the region concerned, separately for each AC and HVDC transmission system and grouped according to sharing of transmission charges. In case of AC system, transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. In case of HVDC system, transmission System Availability shall be calculated on consolidate basis for all inter-state HVDC system.

2. Transmission system availability factor for nth calendar month ("TAF_{Pn}") shall be calculated by consider following:

i) **AC transmission lines:** Each circuit of AC transmission line shall be considered as one element:

ii) **Inter-Connecting Transformers (ICTs):** Each ICT bank (three single phase transformer together) shall form one element:

iii) **Static VAR Compensator (SVC):** SVC along with SVC transformer shall form one element:

iv) **Bus Reactors or Switchable line reactors:** Each Bus Reactors or Switchable line reactors shall be considered as one element:

v) **HVDC Bi-pole links:** Each pole of HVDC link along with associated equipment at both ends shall be considered as one element:

vi) **HVDC back-to-back station:** Each block of HVDC back-to-back station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back station) is not available, the HVDC back-to-back station block shall also be considered as unavailable:

vii) **Static Synchronous Compensation ("STATCOM"):** Each STATCOM shall be considered as separate element.

3. The Availability of AC and HVDC portion of Transmission system shall be calculated by considering each category of transmission elements as under:


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TAFMn (in %) for AC system:

$$= \frac{o \times AV_o + (p \times AV_p) + (q \times AV_q) + (r \times AV_r) + (u \times AV_u)}{(o + p + q + r + u)} \times 100$$

Where,

- o = Total number of AC lines.
 AV_o = Availability of o number of AC lines.
 p = Total number of bus reactors/ switchable line reactors
 AV_p = Availability of p number of bus reactors/ switchable line reactors
 q = Total number of ICTs.
 AV_q = Availability of q number of ICTs.
 r = Total number of SVCs.
 AV_r = Availability of r number of SVCs
 u = Total number of STATCOM.
 AV_u = Availability of u number of STATCOMs

TAFMn (in %) for HVDC System:

$$= \frac{\sum_{x=1}^s C_{xpb}(\text{act}) \times AV_{xpb} + \sum_{y=1}^t C_{ybtb}(\text{act}) \times AV_{ybtb}}{\sum_{x=1}^s C_{xpb} + \sum_{y=1}^t C_{ybtb}} \times 100$$

Where

- C_{xpb}(act) = Total actual operated capacity of xth HVDC pole
 C_{xpb} = Total rated capacity of xth HVDC pole
 AV_{xpb} = Availability of xth HVDC pole
 C_{ybtb}(act) = Total actual operated capacity of yth HVDC back-to-back station block
 C_{ybtb} = Total rated capacity of yth HVDC back-to-back station block
 AV_{ybtb} = Availability of yth HVDC back-to-back station block
 s = Total no of HVDC poles
 t = Total no of HVDC Back to Back blocks


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3. The availability for each category of transmission elements shall be calculated based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per Appendix-III. The weightage factor for each category of transmission elements shall be considered as under:

- (a) For each circuit of AC line – Number of sub-conductors in the line multiplied by ckt-km;
- (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; and
- (g) For STATCOM – Total rated MVAR Capacity;

4. The transmission elements under outage due to following reasons shall be deemed to be available:

- i. Shut down availed for maintenance of another transmission scheme or construction of new element or renovation/upgradation/additional capitalization in existing system approved by the Commission. If the other transmission scheme belongs to the transmission licensee, the Member Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved. In case of dispute regarding deemed availability, the matter may be referred to Chairperson, CEA within 30 days.
- ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of concerned RLDC.

5. For the following contingencies, outage period of transmission elements, as certified by the Member Secretary, RPC, shall be excluded from the total time of the element under period of consideration for the following contingencies:

- i) Outage of elements due to acts of God and force majeure events beyond the control of the transmission licensee. However, whether the same outage is due to force majeure (not design failure) will be verified by the Member Secretary, RPC. A reasonable restoration time for the element shall be considered by Member Secretary, RPC 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. Member Secretary, RPC may consult the transmission licensee or any expert for estimation of reasonable restoration time. Circuits restored through ERS (Emergency Restoration System) shall be considered as available;
- 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


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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;

Provided that in case of any disagreement with the transmission licensee regarding reason for outage, same may be referred to Chairperson, CEA within 30 days. The above need to be resolved within two months;

Provided further that where there is a difficulty or delay beyond sixty days, from the incidence in finalizing the recommendation, the Member Secretary of concerned RPC shall allow the outage hours on provisional basis till the final view.

6. Time frame for certification of transmission system availability: (1) Following schedule shall be followed for certification of availability by Member Secretary of concerned RPC:

- Submission of outage data by Transmission Licensees to RLDC/ constituents – By 5th of the following month;
- Review of the outage data by RLDC / constituents and forward the same to respective RPC – by 20th of the month;
- Issue of availability certificate by respective RPC – by 3rd of the next month.


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Appendix-III

FORMULAE FOR CALCULATION OF AVAILABILITY OF EACH CATEGORY OF TRANSMISSION ELEMENTS

For AC transmission system

$$AV_o(\text{Availability of } o \text{ no. of AC lines}) = \frac{\sum_{i=1}^o W_i T_i - TN_{AI} \cdot T_i}{\sum_{i=1}^o W_i}$$

$$AV_q(\text{Availability of } q \text{ no. of ICTs}) = \frac{\sum_{k=1}^q W_k T_k - TN_{AK} \cdot T_k}{\sum_{k=1}^q W_k}$$

$$AV_r(\text{Availability of } r \text{ no. of SVCs}) = \frac{\sum_{i=1}^r W_i T_i - TN_{AI} \cdot T_i}{\sum_{i=1}^r W_i}$$

$$AV_p(\text{Availability of } p \text{ no. of Switched Bus reactors}) = \frac{\sum_{m=1}^p W_m T_m - TN_{AM} \cdot T_m}{\sum_{m=1}^p W_m}$$

$$AV_u(\text{Availability of } u \text{ no. of STATCOMs}) = \frac{\sum_{a=1}^u W_a T_a - TN_{AU} \cdot T_a}{\sum_{a=1}^u W_a}$$

$$AV_{tp}(\text{Availability of an individual HVDC pole}) = \frac{T_x - TN_x}{T_x}$$

$$AV_{tbb}(\text{Availability of an individual HVDC Back-to-back Blocks}) = \frac{T_y - TN_{Ay}}{T_y}$$

For HVDC transmission system

For the new HVDC commissioned but not completed twelve months:

For first 12 months: $[(AV_{tp} \text{ or } AV_{tbb}) \times 95\% - 85\%]$, subject to ceiling of 95%.

Where,

- o = Total number of AC lines;
- AV_o = Availability of o number of AC lines;
- p = Total number of bus reactors/switchable line reactors;
- AV_p = Availability of p number of bus reactors/switchable line reactors;
- q = Total number of ICTs;
- AV_q = Availability of q number of ICTs;
- r = Total number of SVCs;
- AV_r = Availability of r number of SVCs;
- U = Total number of STATCOMs;



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AV_u	=	Availability of u number of STATCOMs;
W_i	=	Weightage factor for i th transmission line;
W_k	=	Weightage factor for k th ICT;
W_l	=	Weightage factors for inductive & capacitive operation of l th SVC;
W_m	=	Weightage factor for m th bus reactor;
W_n	=	Weightage factor for n th STATCOM.
$T_i, T_k, T_l, T_m, T_n, T_x, T_y$	-	The total hours of i th AC line, k th ICT, l th SVC, m th Switched Bus Reactor & n th STATCOM, x th HVDC pole, y th HVDC back-to-back blocks during the period under consideration (excluding time period for outages not attributable to transmission licensee for reasons given in Para 5 of the procedure)
T_{NA}^i, T_{NA}^k	-	The non-availability hours (excluding the time period for outages not attributable to transmission licensee taken as deemed availability as per Para 5 of the procedure) for i th AC line, k th ICT, l th SVC, m th Switched Bus Reactor, n th STATCOM, x th HVDC pole and y th HVDC back-to-back block.
$T_{NA}^l, T_{NA}^m, T_{NA}^n, T_{NA}^x, T_{NA}^y$	-	


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Schedule: 10

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached



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Schedule: 11

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. To be provided separately in the name of each of the Long Term Transmission Customer(s), in proportion to their Allocated Project Capacity as provided in Schedule 1 of this document)

In consideration of the[Insert name of the TSP or Selected Bidder on behalf of the TSP, with address] agreeing to undertake the obligations under the TSA datedand the other RFP Project Documents and REC Power Development and Consultancy Limited ("BPC"), agreeing to execute the *Share Purchase Agreement* 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[Insert Name of the Long Term Transmission Customer] at[Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from[Name of the Long Term Transmission Customer] or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees Crores (Rs.) only [Insert the amount of the bank guarantee in respect of the Long Term Transmission Customer as per the terms of TSA separately to each Long Term Transmission Customer in the ratio of Allocated Project Capacities, as on the date seven (7) days prior to the Bid Deadline] on behalf of M/s. [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA 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 TSA]. The Long Term Transmission Customer shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Gadag Transmission Limited,

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..... [Insert name of the TSP] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

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

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

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

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Gadag Transmission Limited or the Selected Bidder or TSP, as the case may be, to make any claim against or any demand on Gadag Transmission Limited or the Selected Bidder or TSP, as the case may be, or to give any notice to Gadag Transmission Limited or the Selected Bidder or TSP, as the case may be, or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against Gadag Transmission Limited or the Selected Bidder or TSP, as the case may be.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. Crores (Rs.) only and it shall remain in force until [Date to be inserted on the basis of Article 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]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

In witness where of:

Signature

Name:


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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: 12

SUPPLEMENTARY AGREEMENT

BETWEEN

..... [Insert name of the TSP]

AND

..... [Insert name of the new Long Term Transmission Customer 1],

..... [Insert name of the new Long Term Transmission Customer 2],

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

..... [Insert name of the new Long Term Transmission Customer n]

THIS SUPPLEMENTARY AGREEMENT entered into on [Insert date] [Insert day] of [Insert month] in [Insert year] by and between, [Insert name of the Transmission Service Provider] incorporated under the Companies Act, 1956, having its registered office at (here in after referred to as Transmission Service Provider or "TSP", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the first part,

AND

..... [Insert name of the new Long Term Transmission Customer '1'] having its registered office at [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the second part,

..... [Insert name of the new Long Term Transmission Customer '2'] having its registered office at [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the third part,

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

..... [Insert name of the new Long Term Transmission Customer 'n'] having its registered office at [Insert address of the new Long Term Transmission Customer

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1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the nth part.

WHEREAS:

- A. The TSP has executed the TSA with the existing Long Term Transmission Customers as listed out in Schedule 1 of the TSA.
- B. The existing Long Term Transmission Customers as listed out in Schedule 1 of the TSA have executed the TSA with the TSP.
- C. The TSP has agreed to provide the Transmission Service to the existing Long Term Transmission Customers as per the terms and conditions of the TSA.
- D. The Allocated Project Capacity of the existing Long Term Transmission Customers as on this date.....[Insert date] is as detailed below:

Table : 1

Sl. No.	Name of the existing Long Term Transmission Customers	Allocated Project Capacity (in MW)
1		
2		
3		
.		
.		

- E. The existing Long Term Transmission Customers have agreed, on the terms and subject to the conditions of the TSA, to use the available transmission capacity of the Project and pay TSP the Transmission Charges as determined in accordance with the terms of the TSA.

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

- 1) The new Long Term Transmission Customer(s) and their Allocated Project Capacity as on this date.... [Insert date] are as detailed below:

Table 2:

Sl. No.	Name of the new Long Term Transmission Customer(s)	Allocated Project Capacity (in MW)
1		
2		
3		
.		
.		

- 2) The new Long Term Transmission Customer(s) have been granted long term open access from the CTU/STU, as the case may be, and are beneficiaries to the Project.


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- 3) The new Long Term Transmission Customer(s) agree to the terms and conditions laid down in the TSA, to use the Project and pay the TSP the Transmission Charges as determined in accordance with the terms of the TSA and the provisions of this Supplementary Agreement.
- 4) The TSP agrees to provide the Transmission Service to the new Long Term Transmission Customer(s) as per the terms and conditions of the TSA.
- 5) All terms and conditions of the TSA between the TSP and the existing Long Term Transmission Customers (as listed out in Table 1 of this Supplementary Agreement) shall apply, mutatis mutandis without any change, to the new Long Term Transmission Customers (as listed out in Table 2 of this Supplementary Agreement)

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives

WITNESS:

Table 3:
WITNESS

- | | |
|---|--|
| <p>1. Signature:
Name:
Designation:</p> | <p>For and on behalf of
[Insert name of the TSP]</p> |
| <p>2. Signature:
Name:
Designation:</p> | <p>For and on behalf of
[Insert name of the new Long Term Transmission Customer 1]</p> |
| <p>3. Signature:
Name:
Designation:</p> | <p>For and on behalf of
[Insert name of the new Long Term Transmission Customer 1]</p> |
| <p>n. Signature:
Name:
Designation:</p> | <p>;
For and on behalf of
[Insert name of the new Long Term Transmission Customer n]</p> |


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ANNEXURE P-3**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI****Petition No. 105/TL/2022****Coram:****Shri I. S. Jha, Member****Shri Arun Goyal, Member****Shri P. K. Singh, Member****Date of Order: 18th July, 2022****In the matter of**

Application under Section 14 of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 with respect to Transmission Licence to Gadag Transmission Limited.

And**In the matter of**

Gadag Transmission Limited,
138, Ansal Chambers-II, Bhikaji Cama Place,
New Delhi-110066.

.....Petitioner**Vs**

1. ReNew Solar Power Private Limited,
Renew Hub, Commercial Block-1, Zone-6,
Golf Course Road, DLF City Phase V,
Gurugram, Haryana- 122009.
2. Vena Energy Vidyuth Private Limited,
2/1, 1st Floor, Embassy Icon Annexe, Infantry Road,
Banglore-560001
3. Chief Executive Officer,
REC Power Development and Consultancy Limited,
REC Corporate Head Quarter, D Block,
Plot No. I-4, Sector-29,
Gurugram-12200, Haryana.
4. Chief Operating Officer,
Central Transmission Utility of India Limited,
Saudamini, Plot No.2,
Sector-29, Gurugram-122001, Haryana

.....Respondents

Parties present:

Shri Amit Kumar, GTL
 Shri Mohit Jain, GTL
 Shri Anil Kr. Meena, CTUIL
 Shri Swapnil Verma, CTUIL
 Shri Siddharth Sharma, CTUIL
 Shri Ranjeet Singh Rajput, CTUIL
 Shri Bhanu Prakash Pandey, CTUIL

ORDER

The Petitioner, Gadag Transmission Limited, has filed the present Petition for grant of transmission licence under Section 14 of the Electricity Act, 2003 (hereinafter referred to as “the Act”) read with the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 (hereinafter referred to as “Transmission Licence Regulations”) to establish “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka -Part A”, on Build, Own, Operate and Maintain (BOOM) basis (hereinafter referred to “Transmission System” or “Project”) consisting of the following elements:

Sl. No.	Name of the Transmission Element	Scheduled COD from Effective Date
1	Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1X125 MVAR) bus reactor 400/220 kV, 500 MVA ICT – 2 nos. 400 kV ICT bays – 2 nos. 220 kV ICT bays – 2 nos. 400 kV line bays – 2 nos. 220 kV line bays – 4 nos. 125 MVAR, 420 kV reactor – 1 no. 420 kV reactor bay – 1 no. 220 kV bus coupler (BC) bay -1 no. 220 kV transfer bus coupler(TBC) bay- 1 no. Future provisions:	18 Months

Sl. No.	Name of the Transmission Element	Scheduled COD from Effective Date
	<p>400 kV :</p> <ul style="list-style-type: none"> • Space for 400 kV Line bay with switchable line reactor: 8 nos. • 400/220kV ICT along with associated bay: 4 nos. <p>220kV :</p> <ul style="list-style-type: none"> • Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus) • Bus coupler bay: 1 nos. • Transfer Bus coupler bay: 1 nos. • Space for future 400/220kV ICT bay: 4 nos. • Space for future line bay: 8 nos. 	
2	Gadag PS - Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/c line	
3	400 kV GIS line bays at Narendra (new) for Gadag PS-Narendra (New) PS 400 kV D/c Line 400 kV GIS line bays – 2 nos.	

Note:

- (i) *POWERGRID to provide space for 2 no. of 400 kV GIS line bays at Narendra (New) 400 kV substation for termination of Gadag PS-Narendra (New) 400 kV (high capacity equivalent to quad moose) D/C line.*
- (ii) *The schedule of implementation of the scheme would be 18 months from the date of transfer of SPV.*

2. Based on the competitive bidding carried out by REC Project Development and Consultancy Limited (RECPDCL) in its capacity as the Bid Process Coordinator (BPC) in accordance with the Guidelines issued by Ministry of Power, Government of India under Section 63 of the Act, ReNew Transmission Ventures Private Limited (RTVPL) emerged as the successful bidder with the lowest levelized transmission charges of Rs. 297.00 million per annum. The Petitioner is a SPV formed by ReNew Transmission Ventures Private Limited (RTVPL) for the purpose of execution of the Project.

3. The Commission after considering the application of the Petitioner in the light of the provisions of the Act and the Transmission Licence Regulations, in its order dated 03.06.2022, *prima facie* proposed to grant transmission licence to the Petitioner.

Relevant extract of order dated 03.06.2022 is extracted as under:

“21. We have considered the submissions of the Petitioner, BPC and CTUIL. The proviso to Clause 2.15.2 of the RfP provides that "if for any reason attributable to the BPC, the said activities are not completed by the Selected Bidder within the above period of ten (10) days as mentioned in this clause, such period of 10 days shall be extended, on a day to day basis till the end of the Bid validity period". Though Lol was issued on 27.1.2022, BPC, vide its letter dated 21.3.2022, in terms of Clause 2.15.2 of RfP extended the date up to 31.3.2022 for completion of all activities by the successful bidder. The selected bidder furnished the Contract Performance Guarantee to the Long-Term Transmission Customers of the Project for an amount of Rs. 97.50 million (Rs. 9.75 crore) on 17.3.2022 and has acquired hundred percent equity holding in the applicant company on 17.3.2022 after execution of the Share Purchase Agreement. The TSP on behalf of the selected bidder filed the Application through e-filing for grant of transmission licence and adoption of tariff on 23.3.2022. Considering the material on record, we are prima-facie of the view that the Petitioner satisfies the conditions for grant of inter-State transmission licence under Section 15 of the Act read with Transmission Licence Regulations for construction, operation and maintenance of the Transmission System as described in paragraph 1 of this order. We, therefore, direct that a public notice under clause (a) of sub-section (5) of Section 15 of the Act be published to invite suggestions or objections to grant of transmission licence aforesaid. The objections or suggestions, if any, be filed by any person before the Commission by 20.6.2022.”

4. A public notice under Sub-section (5) of Section 15 of the Act was published on 7.6.2022 in all editions of the Hindustan Times (English) and Hindustan (Hindi). No suggestions/ objections have been received from the members of the public in response to the public notice.

5. The Petitioner, vide order dated 3.6.2022, was directed to file an affidavit to the effect that the execution of the transmission project shall not be delayed due to time taken in obtaining statutory clearances required under RfP and the Transmission Service Agreement (TSA) or adjudication of any claim of the Petitioner

arising under the TSA. In response, the Petitioner vide its submission dated 04.07.2022 has submitted that the transmission project is being governed by the pre-signed TSA dated 10.12.2021 and all the terms of the TSA including Article 16 of the TSA are integral part of the TSA and are binding on the signatories of the agreement. The Petitioner has submitted that in terms of the TSA, it would implement the Project as per the provisions of the Article 16.4 of the TSA which is extracted as under:

"16.4. Parties to Perform Obligation: Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement."

6. The Petitioner has submitted that any time over-run or cost over-run shall be claimed by the Petitioner in accordance with the applicable provisions of the TSA read with the provisions of the Act, bidding documents and the Regulations of the Commission.

7. In the order dated 3.6.2022, the following provisions of the TSA with regard to quality control and workmanship were taken note of:

(a) As per Article 5.1.1 of the TSA, the TSP at its own cost and expense, shall be responsible for designing, constructing, erecting, completing and commissioning each element of the Project by Scheduled COD in accordance with the various regulations of the Central Electricity Authority regarding Technical Standards and Grid Standards, Prudent Utility Practices and other applicable laws.

(b) Article 5.4 of the TSA provides that the TSP shall ensure that the Project is designed, built and completed in a good workmanlike manner using sound engineering and construction practices and using only materials and equipment that are new and of international utility grade quality such that the useful life of the Project will be till the expiry date.

(c) The design, construction and testing of all equipment, facilities, components and systems of the project shall be in accordance with Indian Standards and Codes issued by Bureau of India Standards.

8. Accordingly, the Petitioner was directed to submit information with regard to quality control mechanism available or to be put in place to ensure compliance of the requirements stipulated in Article 5.1.1 and Article 5.4 of the TSA.

9. The Petitioner, vide its submission dated 4.7.2022, has submitted that in terms of the TSA, it would implement the Project as per the provisions of the Article 5 of the TSA dealing with construction of the Project. We have considered the submission of the Petitioner. In the TSA, there is provision for the lead LTTC to designate upto three employees for inspection of the progress of the Project. Further, the Petitioner is required to give a monthly progress report to the lead LTTC and the CEA about the Project and its execution. The TSA also vests a responsibility in the CEA to carry out random inspection of the Project as and when deemed necessary. We consider it necessary that CEA devises a mechanism for random inspection of the Project every three months to ensure that the Project is not only being executed as per the schedule, but the quality of equipment and workmanship of the Project conform to the Technical Standards and Grid Standards notified by CEA and IS Specifications. In case of slippage in execution of the Project within the timeline specified in the TSA or any nonconformance to the Grid Standards/Technical Standards/IS Specifications, CEA is requested to promptly bring the same to the notice of the Commission so that appropriate direction can be issued to the licensee for compliance.

10. Case was called out for virtual hearing on 5.7.2022 through video conferencing. It was submitted by the representative of the Petitioner that as per order dated 3.6.2022, the Petitioner has submitted the information called for. He further submitted that in response to public notice published by the Commission, no objection has been received. The Commission vide Record of Proceedings for the hearing dated 5.7.2022 directed the Petitioner to qualify the term “high capacity equivalent to quad moose” mentioned in the Petition, with the specific conductor that would be used in implementation of the line.

11. The Petitioner vide its affidavit dated 11.7.2022 has submitted as under:

“..the term ‘High capacity equivalent to quad moose’ mentioned in the Petition is taken from Request for Proposal (RfP) dated 9 September, 2021. As per Annexure-B, Technical Specifications of Transmission System of RfP the terms’ high capacity equivalent to quad moose” stand for ‘Twin HTLS (High Temp & low Sag) conductor. The Conductor configuration mentioned in the RfP, is extracted as under:

“7. The relevant conductor configuration shall be as follows:

<i>Transmission Line</i>	<i>Ampacity of HTLS conductor</i>	<i>Minimum Conductor diameter (mm)</i>	<i>Maximum DC Resistance at 20⁰ (/km)</i>	<i>Sub-conductor spacing (mm)</i>
<i>400 kV transmission line with Twin HTLS conductor</i>	<i>1596A</i>	<i>28.62</i>	<i>0.05552</i>	<i>450</i>

Further, we confirm that the Gadag PS-Narendra (New) PS 400 kV D/C line will be implemented with Twin HTLS conductor as mentioned in the Annexure-B (Technical Specification of Transmission System,) of RfP.”

12. Vide ROP dated 5.7.2022, CTUIL was directed to examine term ‘high capacity equivalent to quad moose’ and submit its recommendation in this regard. CTUIL vide its affidavit dated 15.7.2022 has submitted that CTUIL has examined the details submitted by the Petitioner and found that the details submitted for specific conductor are in line with the RfP details for the “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka -Part A: Phase-I” forwarded by CTUIL vide letter dated

11.6.2021 for bidding process. The RfP inputs under paragraph 7.0 ‘Specific Technical requirements for Transmission Line’ specifies relevant conductor configuration for Gadag PS-Narendra (New) PS 400 k V D/c line extracted as under:

“7.0 The relevant conductor configuration shall be as follows:-

Type of conductor: HTLS (High Temp & low Sag)

Basic parameters:

<i>Transmission Line</i>	<i>Ampacity of HTLS conductor</i>	<i>Minimum Conductor diameter (mm)</i>	<i>Maximum DC Resistance at 20⁰ (/km)</i>	<i>Sub-conductor spacing (mm)</i>
<i>400 kV transmission line with Twin HTLS conductor</i>	<i>1596A</i>	<i>28.62</i>	<i>0.05552</i>	<i>450</i>

13. CTUIL has further recommended to grant transmission licence to the Petitioner for executing the transmission scheme.

14. We have considered the submissions of the Petitioner and CTUIL. We direct CTUIL to provide the transmission line configuration along with conductor details in future, while giving its recommendation for grant of transmission licence.

15. As regards grant of transmission licence, Clauses (15) and (16) of Regulation 7 of Transmission Licence Regulations provide as under:

“(15) The Commission may after consideration of the further suggestions and objections, if any, received in response to the public notice as aforesaid, grant licence as nearly as practicable in Form-III attached to these regulations or for reasons to be recorded in writing, reject the application if such application is not in accordance with the provisions of the Act, the rules or regulations made thereunder or any other law for the time being in force or for any other valid reason.

(16) The Commission may, before granting licence or rejecting the application, provide an opportunity of hearing to the applicant, the Central Transmission Utility, the long-term customers, or the person who has filed suggestions and objections, or any other person:

Provided further that the applicant shall always be given a reasonable opportunity of being heard before rejecting the application.”

16. In our order dated 3.6.2022, we had proposed to grant transmission licence to the Petitioner company and directed for issue of public notice. In response to the public notice, no suggestions/ objections have been received. CTU in its letter dated 7.4.2022 has recommended for grant of transmission licence to the Petitioner. We are satisfied that the Petitioner company meets the requirements of the Act and the Transmission Licence Regulations for grant of transmission licence for the subject Transmission System mentioned at paragraph 1 of this order. Accordingly, we direct that transmission licence be granted to the Petitioner, Gadag Transmission Limited, to establish Transmission System for “Transmission Scheme for Solar Energy Zone in Gadag (2500 MW), Karnataka -Part A”, on Build, Own, Operate and Maintain basis as per the details given in paragraph 1 above.

17. It is expected that while carrying out the survey, the Petitioner has complied with the provisions of clause 2.5.7.3, clause 2.5.7.4 and clause 2.5.7.5 of the RfP. The Petitioner will comply with the provisions of bidding documents and TSA for commissioning of the Project within SCOD.

18. The grant of transmission licence to the Petitioner (hereinafter referred to as “the licensee”) is subject to the fulfilment of the following conditions throughout the period of licence:

(a) The transmission licence shall, unless revoked earlier, remain in force for a period of 25 years from the date of issue;

(b) The transmission licensee shall comply with the provisions of the Transmission Licence Regulations or any subsequent enactment thereof and the terms and condition of the TSA during the period of subsistence of the licence.

(c) Since the expiry date as per the TSA is 35 years from the scheduled COD of the Project, the licensee may make an application, two years before the expiry of initial licence period, for grant of licence for another term in accordance with Regulation 13(2) of the Transmission Licence Regulations which shall be considered by the Commission in accordance with law;

(d) The licensee shall not enter into any contract for or otherwise engage in the business of trading in electricity during the period of subsistence of the transmission licence;

(e) The licensee shall have the liability to pay the license fee in accordance with the provisions of the Central Electricity Regulatory Commission (Payment of Fees) Regulations, 2012, as amended from time to time or any subsequent enactment thereof. Delay in payment or non-payment of licence fee or a part thereof for a period exceeding sixty days shall be construed as breach of the terms and conditions of the licence;

(f) The licensee shall comply with the directions of the National Load Despatch Centre under Section 26 of the Act, or the Regional Load Despatch Centre under sub-section (3) of Section 28 or sub-section (1) of Section 29 of the Act, as may be issued from time to time for maintaining the availability of the transmission system;

(g) The licensee shall remain bound by the Central Electricity Regulatory Commission (Standard of Performance of inter-State transmission licensees) Regulations, 2012 or subsequent enactment thereof;

(h) The licensee shall provide non-discriminatory open access to its Transmission System for use by any other licensee, including a distribution licensee or an electricity trader, or generating company or any other person in accordance with the Act; the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008; the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters)

Regulations, 2009; the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010, as amended from time to time or any subsequent re-enactments thereof;

(i) The licensee shall not undertake any other business for optimum utilization of the Transmission System without prior intimation to the Commission and shall comply with the provisions of the Central Electricity Regulatory Commission (Sharing of Revenue Derived from Utilization of Transmission Assets for other business) Regulations, 2020;

(j) The licensee shall remain bound by provisions of the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020 as amended from time to time;

(k) The licensee shall remain bound by the provisions of the Act, the rules and regulations framed thereunder, in particular the Transmission Licence Regulations, the Grid Code, the Standards specified by the Central Electricity Authority, orders and directions of the Commission issued from time to time;

(l) The licensee shall ensure execution of the Project within timeline specified in the Schedule 3 of the TSA and as per the Technical Standards and Grid Standards of CEA prescribed in Article 5.1.1 and Article 5.4 of the TSA;

(m) The licensee shall as far as practicable coordinate with the licensee (including deemed licensee) executing the upstream or downstream transmission projects and the Central Electricity Authority for ensuring execution of the Project in a matching timeline; and

(n) The licensee shall submit all such report or information as may be required under Transmission Licence Regulations, Standard of Performance Regulations, Transmission Service Agreement or any other regulation of the Commission or as per the directions of the Commission as may be issued from time to time.

19. Central Electricity Authority is liable to monitor the execution of the Project and bring to the notice of the Commission any lapse on the part of the licensee to meet

the schedule for further appropriate action in accordance with the provisions of the Act and the Transmission Licence Regulations.

20. Petition No. 105/TL/2022 is allowed in terms of the above.

Sd/-
(P.K. Singh)
Member

Sd/-
(Arun Goyal)
Member

Sd/-
(I.S. Jha)
Member

ANNEXURE P-4

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CENTRAL ELECTRICITY REGULATORY COMMISSION
3rd & 4th Floor Chanderlok, Building, 36 Janpath, New Delhi 110 001
(Tele No.23353503 FAX No.23753923)

Reference No. 105/TL/2022

08/09/2022

To

The Secretary
Ministry of Power
Govt. of India
Sharam Shakti Bhavan
Rafi Marg, New Delhi.

The Secretary
Central Electricity Authority
Sewa Bhavan, R.K. Puram
New Delhi

Subject: Grant of transmission licence to GADAG TRANSMISSION LIMITED.

Sir,

In exercise of powers conferred under Section 14 of the Electricity Act, 2003 (36 of 2003), the Commission has granted the licence to GADAG TRANSMISSION LIMITED.

2. I am directed to send herewith a copy of the above licence No. 76/Transmission/2022/CERC, dated 18th July, 2022 for your information.

Yours faithfully,


(T.D. Pant)
Joint Chief (Legal)

Encl: as stated.

Copy to:

1. The Chairman,
Power Grid Corporation of India Limited,
Plot No.2, Sector-29,
Gurgaon-122 001 (Haryana)
- ✓ 2. The Authorised Signatory,
Gadag Transmission Limited
Renew Hub, Commercial Block-1,
Zone-6, Golf Course Road,
DLF City Phase V,
Gurugram, Haryana - 122009


(T.D. Pant)
Joint Chief (Legal)



केन्द्रीय विद्युत विनियामक आयोग CENTRAL ELECTRICITY REGULATORY COMMISSION



तीसरा एवं चौथा तल, चंद्रलोक बिल्डिंग, 36 जनपथ, नई दिल्ली-110001
3rd & 4th Floor, Chanderlok Building, 36 Janpath, New Delhi-110001

पारेषण अनुज्ञप्ति

केन्द्रीय विद्युत विनियामक आयोग (जिसे इसके पश्चात् 'आयोग' कहा गया है), विद्युत अधिनियम, 2003 (2003 का 36) (जिसे इसके पश्चात् 'अधिनियम' कहा गया है) की धारा 14 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए, इस अनुज्ञप्ति से संलग्न अनुसूची में विशेष रूप से वर्णित, निर्माण, स्वामित्व, प्रचालन एवं अनुरक्षण (बूम) के आधार पर "गडग (2500 मेगावाट), कर्नाटक-भाग-क में सौर उर्जा क्षेत्र के लिए" पारेषण प्रणाली को स्थापित करने के लिए जो इस अनुज्ञप्ति के भाग रूप माने जाएंगे, गडग ट्रांसमिशन लिमिटेड, जिसका रजिस्ट्रीकृत कार्यालय 138, अंसल चैम्बर्स-II, भीकाजी कामा प्लेस, नई दिल्ली-110066 में है (जिसे इसके पश्चात् 'अनुज्ञप्तिधारी' कहा गया है), अधिनियम तथा नियमों तथा केन्द्रीय विद्युत विनियामक आयोग (पारेषण अनुज्ञप्ति प्रदान करने तथा अन्य सहबद्ध विषयों के लिए प्रक्रिया, निबंधन तथा शर्तों) विनियम, 2009 के अधीन विनिर्दिष्ट निबंधन तथा शर्तों, जो इस अनुज्ञप्ति के भाग रूप माने जाएंगे, के अधीन रहते हुए, पारेषण अनुज्ञप्ति प्रदान करता है।

2. ऐसी शर्तें, जो समापन अनुसूची, अंतरण मूल्य, परिनिर्धारित नुकसानी, परियोजना कार्यान्वयन गारंटीकृत निक्षेप, स्वदेशी मुद्रास्फीति के कारण वृद्धि, जो बोली दस्तावेजों में विनिर्दिष्ट हैं तथा करार के उपबंध हैं, जो सीमित नहीं हैं, इस अनुज्ञप्ति का भाग रूप तब तक समझे जाएंगे, जब तक कि ये उपबंध केन्द्रीय विद्युत विनियामक आयोग (पारेषण अनुज्ञप्ति प्रदान करने तथा अन्य सहबद्ध विषयों के लिए प्रक्रिया, निबंधन तथा शर्तों) विनियम, 2009 के प्रतिकूल न हों।
3. केन्द्रीय विद्युत विनियामक आयोग (पारेषण अनुज्ञप्ति प्रदान करने तथा अन्य सहबद्ध विषयों के लिए प्रक्रिया, निबंधन तथा शर्तों) विनियम, 2009 में अन्यथा उपबंधित के सिवाय, यह अनुज्ञप्ति अंतरणीय नहीं है।
4. अनुज्ञप्तिधारी को अनुज्ञप्ति प्रदान किए जाने से किसी अन्य ऐसे व्यक्ति का इस अनुज्ञप्ति से संलग्न अनुसूची में वर्णित परियोजना से भिन्न पारेषण प्रणाली के लिए उसी क्षेत्र में अनुज्ञप्ति प्रदान करने के लिए आयोग का अधिकार किसी रूप या रीति से निर्बंधित नहीं होगा। अनुज्ञप्तिधारी अनन्य रूप से कोई भी दावा नहीं करेगा।
5. अनुज्ञप्ति जब तक पहले प्रतिसंहत नहीं कर ली जाए, इसके जारी होने की तारीख से 25 वर्षों की अवधि के लिए प्रवृत्त रहेगी।

अनुज्ञप्ति की प्रति निम्नलिखित को :

- (1) विद्युत मंत्रालय, भारत सरकार
- (2) केन्द्रीय विद्युत प्राधिकरण
- (3) सेन्ट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड

स्थान : नई दिल्ली
तारीख : 18 जुलाई, 2022

(हरप्रीत सिंह प्रुथी)
सचिव

(हरप्रीत सिंह प्रुथी)
सचिव

अनुसूची

परियोजना से संबंधित ब्यौरे:

परियोजना में अंतर-राज्यिक पारेषण प्रणाली के निम्नलिखित तत्व सम्मिलित हैं:

क्र.सं.	पारेषण घटक का नाम	प्रभावी तारीख से अनुसूचित सीओडी
1	<p>400 केवी (1x125 एमवीएआर) बस रिएक्टर के साथ 400/220 केवी, 2x500 एमवीए गडग पूलिंग स्टेशन की स्थापना</p> <p>400/220 केवी, 500 एमवीए आईसीटी बे -2 नंबर</p> <p>400 केवी आईसीटी बे -2 नंबर</p> <p>220 केवी आईसीटी बे -2 नंबर</p> <p>400 केवी लाइन बे -2 नंबर</p> <p>220 केवी लाइन बे -4 नंबर</p> <p>125 एमवीएआर, 420 केवी रिएक्टर - 1 नंबर</p> <p>420 केवी रिएक्टर बे - 1 नंबर</p> <p>220 केवी बस कप्लर (बीसी) बे -1 नंबर</p> <p>220 केवी ट्रांसफर बस कप्लर (टीबीसी) बे -1 नंबर</p> <p>भावी उपबंध :</p> <p>400 केवी :</p> <ul style="list-style-type: none"> स्विचेबल लाइन रिएक्टर के साथ 400 केवी लाइन बे के लिए स्थान: 8 नंबर संबद्ध बे के साथ 400/220 केवी आईसीटी: 4 नंबर <p>220 केवी :</p> <ul style="list-style-type: none"> बस सेक्शनलाइजर बे: 2 नंबर (प्रत्येक मेन बस के लिए एक नंबर बे) बस कप्लर बे: 1 नंबर ट्रांसफर बस कप्लर बे: 1 नंबर भावी 400/220 केवी आईसीटी बे के लिए स्थान: 4 नंबर भावी लाइन बे के लिए स्थान: 8 नंबर 	18 मास
2	गडग पीएस-नरेन्द्र(न्यू) पीएस 400 केवी (क्वाड मूस के समतुल्य उच्च क्षमता) डी/सी लाइन	
3	गडग पीएस-नरेन्द्र(न्यू) पीएस 400 केवी डी/सी लाइन के लिए नरेन्द्र (न्यू) पर 400 केवी जीआईएस लाइन बे 400 जीआईएस लाइन बे - 2 नंबर	

नोट :

- पावरग्रिड, गडग पीएस-नरेन्द्र (न्यू) 400 केवी (क्वाड मूस के समतुल्य उच्च क्षमता) डी/सी लाइन की समाप्ति के लिए नरेन्द्र (न्यू) 400 केवी सबस्टेशन पर 400 केवी जीआईएस लाइन बे के 2 नंबर हेतु स्थान प्रदान करेगा।
- योजना के कार्यान्वयन की अनुसूची, एसपीवी के अंतरण की तारीख से 18 मास होगी।

अनुज्ञप्ति सं. 76 / पारेषण / 2022 / केविविआ

प्राधिकार : आयोग की याचिका सं. 105 / टीएल / 2022 में तारीख 3.6.2022 तथा 18.7.2022 के आदेश।


(हरप्रीत सिंह पुरोही)
सचिव



केन्द्रीय विद्युत विनियामक आयोग CENTRAL ELECTRICITY REGULATORY COMMISSION



तीसरा एवं चौथा तल, चंद्रलोक बिल्डिंग, 36 जनपथ, नई दिल्ली-110001
3rd & 4th Floor, Chanderlok Building, 36 Janpath, New Delhi-110001

TRANSMISSION LICENCE

The Central Electricity Regulatory Commission (hereinafter referred to as "Commission"), in exercise of the powers conferred under Section 14 of the Electricity Act, 2003 (36 of 2003) (hereinafter referred to as "Act"), hereby grants the transmission licence to Gadag Transmission Limited, having its registered office at 138, Ansal Chambers-II, Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as "licensee") to establish Transmission System for "Transmission Scheme for Solar Energy Zone in Gadag (2500 MW) Karnataka-Part-A" (hereinafter referred to as "Transmission System") on Build, Own, Operate and Maintain (BOOM) basis, more specifically described in the schedule attached to this licence, which shall be read as a part and parcel of this licence, subject to the Act, the rules and the terms and conditions specified under the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 which shall be read as part and parcel of this licence.

2. The conditions such as but not limited to, completion schedule, transfer value, liquidated damages, Project Implementation Guarantee Deposit, escalation due to domestic inflation, which are specified in bid documents and provisions in the Agreements, shall be treated as part of this licence, unless these provisions are contrary to the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009.
3. This licence is not transferable, except as provided in the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009.
4. The grant of licence to the licensee shall not in any way or manner restrict the right of the Commission to grant a licence to any other person within the same area for the transmission system other than the project described in the schedule attached to this licence. The licensee shall not claim any exclusivity.
5. The licence shall, unless revoked earlier, continue to be in force for a period of 25 (twenty five) years from the date of issue.

Copy of the licence endorsed to:-

- (1) Ministry of Power, Government of India
- (2) Central Electricity Authority
- (3) Central Transmission Utility of India Limited

(Harpreet Singh Pruthi)
Secretary

(Harpreet Singh Pruthi)
Secretary

Place: New Delhi
Date : 18th July, 2022

SCHEDULE

Project Related Details:

The project comprises of the following elements of the inter-State Transmission System:

S.No.	Name of the Transmission Element	Scheduled COD- from Effective Date
1	<p>Establishment of 400/220 kV, 2x500 MVA Gadag Pooling Station with 400 kV (1x125 MVAR) bus reactor 400/220 kV, 500 MVA ICT 2 nos. 400 kV ICT bays 2 nos. 220 kV ICT bays 2 nos. 400 kV line bays 2 nos. 220 kV line bays 4 nos. 125 MVA, 420 kV reactor -1 no. 420 kV reactor bay 1 no. 220 kV bus coupler (BC) bay 1 no. 220 kV transfer bus coupler (TBC) bay 1 no.</p> <p>Future provisions: 400 kV :</p> <ul style="list-style-type: none"> • Space for 400 kV Line bay with switchable line reactor: 8 nos. • 400/220 kV ICT along with associated bay: 4 nos. <p>220 kV :</p> <ul style="list-style-type: none"> • Bus sectionalizer bay: 2 nos. (One no. bay for each Main Bus) • Bus coupler bay : 1 nos. • Transfer Bus coupler bay : 1 nos. • Space for future 400/220 kV ICT Bay : 4 nos. • Space for future line bay : 8 nos. 	18 Months
2	Gadag PS Narendra (New) PS 400 kV (high capacity equivalent to quad moose) D/c line	
3	400 kV GIS line bays at Narendra (New) for Gadag PS-Narendra (New) PS 400 kV D/c Line 400 kV GIS line bays 2 nos.	

Note :

- POWERGRID to provide space for 2 no. of 400 kV GIS line bays at Narendra (New) 400 kV sub-station for termination of Gadag PS Narendra (New) 400 kV (high capacity equivalent to quad moose) D/c line
- The schedule of implementation of the scheme would be 18 months from the date of transfer of SPV.

Licence No. 76/ Transmission /2022/CERC

**Authority: Orders of the Commission dated 3.6.2022 and 18.7.2022 in
Petition No. 105/TL/2022.**


 (Harpreet Singh Pruthi)
 Secretary



ANNEXURE P-5

CENTRAL TRANSMISSION UTILITY OF INDIA LTD.

(A wholly owned subsidiary of Power Grid Corporation of India Limited)

(A Government of India Enterprise)

Ref. No.: C/CTU/AI/00/16th CCTP

2nd January 2024

OFFICE MEMORANDUM

Sub: Inter-State Transmission Schemes (costing up to Rs.100 Cr.) to be taken up for implementation under Regulated Tariff Mechanism (RTM).

The undersigned is directed to inform that CTU has approved the implementation of the following ISTS costing less than or equal to Rs.100 Cr. in line with the MoP office order dated 28.10.2021 under the Regulated Tariff Mechanism (RTM) mode by the implementing agencies as indicated in the table below:

Sl. No.	Name of Transmission Scheme	Implementing Agency
North Eastern Region		
1.	North Eastern Region Expansion Scheme-XXI Part-A (NERES-XXI Part-A)	Power Grid Corporation of India Ltd.
2.	North Eastern Region Expansion Scheme-XXII (NERES-XXII)	Power Grid Corporation of India Ltd.
Western Region		
3.	Implementation of 400kV bay at Khavda-I PS (KPS1) for interconnection of RE project of Sarjan Realities Pvt. Ltd. (SRPL) (1150MW)	KPS1 Transmission Ltd. (a subsidiary of Mega Engineering & Infrastructures Ltd.)
4.	400kV line bay at 765/400kV Parli (New) S/s for RE Interconnection	POWERGRID Parli Transmission Ltd. (a subsidiary of Power Grid Corporation of India Ltd.)
5.	Implementation of 400kV line bay at 765/400/220kV Indore (PG) S/s in MP for RE Interconnection	Power Grid Corporation of India Ltd.
Northern Region		
6.	Reconductoring of 220 kV Hisar (PG) - Hisar (IA) D/c line	Power Grid Corporation of India Ltd.
Southern Region		
7.	Augmentation of transformation capacity at 400/220kV Koppal PS in Karnataka by 400/220kV, 1x500 MVA ICT (6 th)	Koppal Narendra Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.)
8.	Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220 kV ICT (6 th)	Gadag Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.)
9.	Scheme to bypass NGR to use Switchable Line Reactor as Bus Reactor for transmission lines implemented by WKTL under the scheme "Additional inter-Regional AC link for import into Southern Region i.e., Warora – Warangal and	Warora-Kurnool Transmission Ltd. (a subsidiary of Adani Energy Solutions Ltd.)

	Chilakaluripeta - Hyderabad - Kurnool 765kV link." – Part-A	
10.	Scheme to bypass NGR to use Switchable Line Reactor as Bus Reactor for transmission lines implemented by WKTL under the scheme "Additional inter-Regional AC link for import into Southern Region i.e., Warora – Warangal and Chilakaluripeta - Hyderabad - Kurnool 765kV link." – Part-B	Power Grid Corporation of India Ltd.

The detailed scope of works for the above transmission schemes is given at **Annexure-I**.

The above transmission schemes are awarded to the Implementing Agency for its implementation under RTM mode. The implementing agency shall enter into a concession agreement with CTU for the implementation of the above-mentioned transmission schemes through the Regulated Tariff Mechanism (RTM).

This issues with the approval of Competent Authority.

(Partha Sarathi Das)
Sr. General Manager

Encl: as stated.

To:

<p>1. The Chairman & Managing Director Power Grid Corporation of India Ltd., Saudamini, Plot No. 2, Sector-29, Gurgaon- 122 001</p>	<p>2. POWERGRID Parli Transmission Ltd. (a subsidiary of Power Grid Corporation of India Ltd.) Saudamini, Plot No. 2, Sector-29, Gurgaon – 122009.</p>
<p>3. Shri J. Srinivas Kumar KPS1 Transmission Ltd. (a subsidiary of Megha Engineering & Infrastructures Ltd.) S-2, Technocrat Indl. Estate, Balanagar, Hyderabad – 500 037, Telangana. Email: Infor@meil.in;</p>	<p>4. Shri Bhavesh Kundalia Warora-Kurnool Transmission Ltd. (a subsidiary of Adani Energy Solutions Ltd.) Adani Corporate House, Shantigram, S.G. Highway, Ahmedabad – 382 421, Gujarat, India.</p>
<p>5. Shri Amit Kumar Director Koppal Narendra Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.) Commercial Block 1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram, Haryana – 122009. Email: amit.kumar1@renewpower.in Mohit.jain@renewpower.in</p>	<p>6. Shri Amit Kumar Director Gadag Transmission Ltd. (a subsidiary of ReNew Transmission Ventures Pvt. Ltd.) Commercial Block 1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram, Haryana – 122009. Email: amit.kumar1@renewpower.in Mohit.jain@renewpower.in</p>

Copy to:

<p>1. Shri Ishan Sharan Chief Engineer & Member Secretary (NCT) Central Electricity Authority Sewa Bhawan, R. K. Puram, New Delhi-110 066.</p>	<p>2. Shri Om Kant Shukla Director (Trans) Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi 110 001</p>
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CC:

<p>1. Director (Technical) Haryana Vidhyut Prasaran Nigam Ltd., Shakti Bhawan, Sector-6, Panchkula – 134 109, Haryana.</p>	<p>With the request to carry out necessary bay equipment upgradation works at 220kV Hisar(IA) end in the matching time frame of reconductoring of the Hisar(PG)- Hisar (IA) 220kV D/c line</p>
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North Eastern Region**1. North Eastern Region Expansion Scheme-XXI Part-A (NERES-XXI Part-A)**

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Upgradation of Single Main & Transfer Bus to Double Bus arrangement with GIS at 132kV Khliehriat (POWERGRID) switching station along with upgradation of necessary Control, Protection, Communication, Automation & LT auxiliary system Note: 1 no. 132kV AIS line bay owned by MePTCL of Khlierihat (POWERGRID) – Khliehriat (MePTCL) line-2 is also included for upgradation in GIS under this scheme. The ownership of the new line bay would be with the implementation agency. The existing AIS line bay for the said line may be dismantled and handed over to MePTCL on as is where is basis and the implementing agency will coordinate with MePTCL for the same	-	24 months from the date of issuance of OM by CTUIL
Total Estimated Cost:			₹ 48 Crore

2. North Eastern Region Expansion Scheme-XXII (NERES-XXII)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Decommissioning of existing 420kV, 2x50MVA bus reactors at Bongaigaon (POWERGRID) S/s	-	18 months from the date of issuance of OM by CTUIL
2.	Installation of a new 420kV, 1x125MVA bus reactor at Bongaigaon (POWERGRID) S/s in one of the vacated bays after decommissioning of above mentioned 420kV, 2x50MVA bus reactors. Note: The new 1x125MVA bus reactor would be installed in one of the 400kV bays (1 st bay) vacated after decommissioning of existing 420kV, 2x50MVA bus reactors at Bongaigaon (POWERGRID) S/s without any modification/ upgradation in the existing bus reactor bay equipment.	• Bus reactor: 420kV, 1x125MVA – 1 no.	

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
3.	One of the existing 2x80MVA bus reactors (presently installed in parallel in same bay) may be installed at Bongaigaon (POWERGRID) S/s in other vacated bay after decommissioning of above mentioned 420kV, 2x50MVA bus reactors. <i>Note: One of the existing 2x80MVA bus reactor would be installed in other 400kV bay (2nd bay) vacated after decommissioning of existing 420kV, 2x50MVA bus reactors at Bongaigaon (POWERGRID) S/s without any modification/ upgradation in the existing bus reactor bay equipment.</i>		
Total Estimated Cost:			₹ 17.26 Crore

Western Region

3. Implementation of 400kV bay at Khavda-I PS (KPS1) for interconnection of RE project of Sarjan Realities Pvt. Ltd. (SRPL) (1150MW)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	400kV line bay at Khavda-I PS (KPS1) (GIS) for interconnection of RE project of Sarjan Realities Pvt. Ltd. (1150MW)	• 400 kV GIS line bay – 1no. + 1 no. additional bay for diameter completion at 2 nd 400 kV bus section (refer note a)	28.02.2026 (refer note b)
Total Estimated Cost:			₹ 31.8 Crore

Note:

- In view of GIS substation, one complete 400kV diameter with three Circuit Breakers (one and half switching scheme) shall be implemented at 400kV level for interconnection of RE project in one 400kV bay. Utilization of another 400kV bay of the diameter shall be identified in future.
- Implementing agency shall match the Implementation Timeframe of the subject transmission scheme with commissioning schedule of Khavda Phase-IV transmission system which is expected by 28.02.2026 (i.e., 24 months from the date of SPV transfer which is presently anticipated by Feb'24).

4. Implementation of 400kV line bay at 765/400kV Parli (New) S/s for interconnection of RE project:

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	400kV line bay at 765/400kV Parli(New) S/s for interconnection of RE Project	• 400kV line bay– 1 No.	31.12.2025
Total Estimated Cost:			₹ 18 Crore

5. Implementation of 400kV line bay at 765/400/220kV Indore (PG) S/s in MP for interconnection of RE project.

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	400kV line bay at 765/400/220kV Indore (PG) for Interconnection of RE project	400kV line bay – 1 No. (On bus section A with Indore & Khandwa lines)	30.06.2025
Total Estimated Cost:			₹ 9 Crore

Northern Region

6. Reconductoring of 220 kV Hisar (PG) - Hisar (IA) D/c line.

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Reconductoring of 220 kV Hisar (PG) - Hisar (IA) D/c line (Single Zebra) with HTLS conductor (with minimum 1050 Ampere/ckt requirement)	14km	18 months from the date of issuance of OM by CTUIL
2.	Bay equipment upgradation at 220kV Hisar (PG) end		
Total Estimated Cost:			₹ 30.72 Crore

Southern Region

7. Augmentation of transformation capacity at 400/220kV Koppal PS in Karnataka by 1x500 MVA, 400/220kV ICT (6th)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Augmentation of Transformation Capacity at 400/220 kV Koppal PS in Karnataka by 400/220 kV, 1x500 MVA ICT (6 th)	<ul style="list-style-type: none"> • 500 MVA 400/220 kV ICT–1no. • 400 kV ICT bay – 1 no. • 220 kV ICT bay – 1 no. 	18 months from the date of issuance of OM by CTUIL
Total Estimated Cost:			₹ 57.59 Crore

8. Augmentation of transformation capacity at 400/220kV Gadag PS in Karnataka by 1x500 MVA, 400/220kV ICT (6th)

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Augmentation of Transformation Capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6th)	<ul style="list-style-type: none"> • 1x500 MVA, 400/220 kV ICT • 400kV ICT bay- 1 No. • 220kV ICT bay- 1 No. 	18 months from the date of issue of OM by CTUIL
Total Estimated Cost:			₹ 57.59 Crore

9. Scheme to bypass NGR to use Switchable Line Reactor as Bus Reactor for transmission lines implemented by WKTL under the scheme “Additional inter-Regional AC link for import into Southern Region i.e., Warora – Warangal and Chilakaluripeta - Hyderabad - Kurnool 765kV link.” – Part-A

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Warangal (New) – Hyderabad 765 kV D/c line with 240 MVAR switchable line reactor at Warangal end of each circuit.	NGR bypass arrangement to use 240 MVAR SLR as bus reactors installed at Warangal end on each circuit of Warangal (New) – Hyderabad 765 kV D/c line	6 months from the date of issuance of OM by CTUIL
2.	Warora Pool – Warangal (New) 765 kV D/c line with 240 MVAR switchable line reactor at both ends of each circuit.	<ul style="list-style-type: none"> • NGR bypass arrangement to use 240 MVAR SLR as bus reactors installed at Warora and Warangal New ends on each circuit of Warora Pool – Warangal (New) 765 kV D/c line 	
3.	Warangal (New) – Chilakaluripeta 765kV D/c line with 240 MVAR switchable line reactor at both ends of each circuit.	<ul style="list-style-type: none"> • NGR bypass arrangement to use 240 MVAR SLR as bus reactors installed at Warangal New and Chilakaluripeta ends on each circuit of Warangal (New) – Chilakaluripeta 765kV D/c line 	
Total Estimated Cost:			₹ 2.08 Crore

10. Scheme to bypass NGR to use Switchable Line Reactor as Bus Reactor for transmission lines implemented by WKTL under the scheme “Additional inter-Regional AC link for import into Southern Region i.e., Warora – Warangal and Chilakaluripeta - Hyderabad - Kurnool 765kV link.” – Part-B

Sl. No.	Scope of the Transmission Scheme	Item Description	Implementation Timeframe.
1.	Hyderabad – Kurnool 765 kV D/c line with 240 MVAR switchable line reactor at Kurnool end of each circuit.	<ul style="list-style-type: none"> NGR bypass arrangement to use 240 MVA SLR as bus reactors installed at Kurnool end on each circuit of Hyderabad – Kurnool 765 kV D/c line 	6 months from the date of issuance of OM by CTUIL
Total Estimated Cost:			₹ 0.42 Crore



Ref: CTU/S/00/23rd CMETS-SR

Date: .27.10.2023

As per distribution list

Subject: Minutes of 23rd Consultation Meeting for Evolving Transmission Schemes in Southern Region-reg.

Dear Sir/Ma'am,

दक्षिण क्षेत्र में पारेषण योजनाओं के उत्थान के लिए 23वीं परामर्श बैठक दिनांक 29.09.2023 को वर्चुअल मोड (वीडियो कॉन्फ्रेंसिंग) के माध्यम से संपन्न हुई। अतः इस संदर्भ में संबंधित परामर्श बैठक का कार्यवृत्त संलग्नक है और वेबसाइट (www.ctuil.in>> [ISTS Planning and Coordination >> Consultation Meeting for ISTS >> Southern Region](#)) पर भी उपलब्ध है।

Please find attached minutes of the 23rd Consultation Meeting for Evolving Transmission Scheme in Southern Region held on 29.09.2023 through virtual mode.

The minutes are also available at our website (www.ctuil.in>> [ISTS Planning and Coordination >> Consultation Meeting for ISTS >> Southern Region](#)).

Thanking you,

Yours faithfully,

(Anil Kr. Meena)
General Manager

Distribution List:

1. Chief Engineer (PSP&A – I) Central Electricity Authority Sewa Bhawan, R.K.Puram, New Delhi – 110 066	2. Chief Engineer (Transmission/GEC) Ministry of New and Renewable Energy, Block 14, CGO Complex, Lodhi Road, New Delhi – 110 003
3. Director (Transmission) Transmission Corp. of Andhra Pradesh Ltd. (APTRANSCO) Vidyut Soudha, Gunadala, Eluru Rd, Vijayawada, Andhra Pradesh – 520 004	4. Member Secretary Southern Regional Power Committee 29, Race Course Cross Road Bangalore – 560 009
5. Director Transmission) Transmission Corp. of Telangana Ltd. Vidyut Soudha Hyderabad – 500 082 Fax: 040-23321751	6. Director (Transmission) Karnataka State Power Transmission Corp. Ltd., Cauvery Bhawan Bangalore – 560 009 Fax: 080-22228367
7. Director (Trans. & System Op.), Kerala State Electricity Board Ltd. Vidyuthi Bhawanam, Pattom, P.B. No. 1028 Thiruvananthapuram – 695 004. Fax: 0471-2444738	8. Director (Transmission Projects) Tamil Nadu Transmission Corporation Ltd (TANTRANSCO) 6th Floor, Eastern Wing, 800 Anna Salai, Chennai – 600 002 Fax: 044-28516362
9. Superintending Engineer –I First Floor, Electricity Department Gingy Salai, Puducherry – 605 001	10. Director (SO) Grid-India 9th Floor, IFCI Towers, 61, Nehru Place, New Delhi – 110 019
11. Executive Director Southern Regional Load Dispatch Centre Grid-India 29, Race Course Cross Road, Bangalore – 560 009	12. Director (Power System) Solar Energy Corporation of India Ltd. D-3, 1st Floor, A wing, Religare Building, District Centre, Saket, New Delhi – 110 017

Connectivity/GNA Applicants:

<p>1. Shri Mohit Jain Manager Renew Vikram Shakti Pvt. Ltd. Renew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase V, Haryana Email: mohit.jain@renew.com amit.kumar1@renew.com</p>	<p>2. Shri Sourya Choudhary Authorized Signatory AMP Energy Green Pvt. Ltd. 309, 3rd Floor, Rectangle One, Behind Sheraton Hotel, Saket, South Delhi-110017 Email: schoudhary@ampenergyindia.com ayadav@ampenergyindia.com</p>
<p>3. Shri Brajesh Kumar Authorized Signatory Apraava Energy Pvt. Ltd. 7th Floor, Fulcrum, Sahar Road, Andheri East, Mumbai 400 099, Maharashtra Email: Brajesh.Kumar@Apraava.Com Gopal.Eti@Apraava.Com</p>	<p>4. Shri Pankaj Kumar General Manager SAEL Industries Ltd. A-4, 2nd Floor, Green Park Main, Sri Aurobindo Marg, New Delhi-110016 Email: pankaj.sharma@sael.co biswajit.dutta@sael.co</p>
<p>5. Shri Poorva Pitke Senior Manager Business Development Sprng Akshaya Urja Pvt. Ltd. Upper Ground, Office No A-001, Pentagon-5, Magarpatta Hadapsar, Pune, Pune, Maharashtra, 411013 Email: poorvapitke@sprngenergy.com sumitjoge@sprngenergy.com</p>	<p>6. Shri Angshuman Deputy General Manager Avaada Energy Pvt. Ltd. C-11, Sector 65, Noida, Uttar Pradesh Email: angshuman.rudra@avaada.com ashish.shukla@avaada.com</p>
<p>7. Shri Lakshmi Authorized Signatory Seven Renewable Power Pvt. Ltd. S 2904, 29th floor, World Trade Center, Brigade Gateway Campus, #26/1, Dr. Rajkumar Road, Malleswaram Rajajinagar Bangalore 560 055 Email: narayanan@ayanapower.com bhargava@ayanapower.com</p>	<p>8. Shri Rajesh Sodhi Head Secretarial Acme Cleantech Solutions Pvt. Ltd. Plot no. 152, Sector-44, Gurugram, Haryana Email: rajesh.sodhi@acme.in Yogesh@acme.in</p>
<p>9. Shri Asan Mohammed P.S DGM (Commercial) Coastal Energen Pvt.Ltd. 7th Floor, Bhari Towers, No. 4, Moores Road, Chennai- 600006 Email: asan.s@coastalenergen.com mohit.s@coastalenergen.com</p>	<p>10. Shri CS Bhavani Prasad Rao Sr. Vice President IL&FS Tamil Nadu Power Company Ltd. KPR Tower, 4th Floor, Old No 21, New No 2, Subba Rao Avenue, 1st Street, College Road, Chennai - 600006 Email: bhavani.prasad@itpclindia.com Arunkumar.subramanyam@itpclindia.com Sureshkumar.S@itpclindia.com</p>

11. Shri Dileep Kumar Pathak

General Manager

Simhapuri Energy Ltd.

Jindal Power Limited, Plot No. 02, Sector
32, Gurgaon – 122001

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GM, CTU welcomed participants to 23rd Consultation Meeting for Evolving Transmission Schemes in Southern Region, held on 29.09.2023, through virtual mode. List of participants is attached at **Annexure-A**.

A. Confirmation of minutes of 20th, 21st and 22nd Consultation Meeting for Evolving Transmission Scheme in SR

Minutes of the 20th, 21st and 22nd Consultation Meeting for Evolving Transmission Scheme in SR, held on 04.08.2023, 18.08.2023 and 25.08.2023 respectively, were circulated vide letters dated 01.09.2023, 14.09.2023 and 22.09.2023 respectively. Followings have been observed towards minutes.

- I. As per the minutes of the 21st CMETS-SR, under B3(2) SI No. 8 for M/s Serentica Renewable India Pvt. Ltd. (formerly Sterlite Power Technologies Pvt. Ltd.), the dedicated Connectivity Tr. System for application no. 1200003828, 0451100010, 0451100011 has been mentioned as :

“Through dedicated connectivity tr. System granted to **M/s Green Infra Wind Energy Ltd.** at Gadag PS for application no. 1200003761”.

On account of typo, **M/s Serentica Renewable India Pvt. Ltd.** has been mentioned as **M/s Green Infra Wind Energy Ltd.** After modification, the dedicated Connectivity Tr. System for application no. 1200003828, 0451100010, 0451100011 may be read as:

*“Through dedicated connectivity tr. System granted to **M/s Serentica Renewable India Pvt. Ltd.** at Gadag PS for application no. 1200003761.”*

- II. Vide email dated 09.10.2023, M/s Azure Power mentioned that in the 21st CMETS meeting, held on 18.08.2023, it was requested to consider start date of Connectivity for application no. 0351100007 (82.8 MW) as 30.09.2026 instead of 31.03.2026 (as mentioned in the application). However, in the minutes of the 21st CMETS-SR, start date of Connectivity for application, no. 0351100007, is mentioned as 31.03.2026 and same may be modified

In view of above, start date of Connectivity for application no. 0351100007 (82.8 MW) shall be read as 30.09.2026. with this modification start date of Connectivity shall be read as :

- **Start date of Connectivity : 30.09.2026 (tentative) with the availability of common transmission system required for effectiveness of Connectivity/ GNA**

- III. In 22nd CMETS-SR, under C2 (III), it was agreed to grant Connectivity for 989 MW to M/s AM Green Energy Pvt. Ltd. (application no. 2200000012) at Kurnool New S/s through 400 kV S/c line i.e. *Generation Pooling Station of M/s AM Green Energy Pvt. Ltd.–*

than 1000 MW after considering the capacity factor of renewable generating stations. Accordingly, for meeting the N-1 reliability criteria, 1x500 MVA, 400/220 kV ICT (7th) at Koppal PS is also required.

In view of the above, it is proposed to augment transformation capacity by 2x500 MVA (6th & 7th), 400/220 kV ICTs at Koppal PS.

During the meeting, TANGEDCO informed that considering the dispatch factors and short term over load capacity of the ICTs, 6th & 7th ICTs at Koppal PS are not required even after considering the power factor. ICT augmentation if required may be taken up along with the receipt of applications and same may be associated with the RE generation projects. Without any identified beneficiaries / additional generation, the 6th & 7th ICT will increase the tariff burden on the constituents. In case of delay in RE generation the transmission charges liability may be kept on the RE generators.

CTU informed that during the peak RE season, the dispatch from the Wind & Solar generations is near to 100% and same has been observed in Tuticorin area as well. Keeping above in view and considering the power factor, the 6th ICT alone is also not adequate for accommodating the connectivity of 2753 MW. In case of tripping of one ICT, then there might be chances of cascaded tripping and loss of entire generation at that pooling station. Accordingly, the 6th ICT is required for providing connectivity and 7th ICT is required for meeting the N-1 reliability criteria.

TANGEDCO informed that 6th ICT may be implemented and same may be associated with the RE generation projects and 7th ICT may not be taken up for the time being.

CTU informed that the 6th ICT at Koppal PS may be implemented and same may be associated with the RE generation projects. Further, as Koppal PS is near to commissioning, the generation injection pattern of the RE generation projects may be monitored and based on the injection quantum the 7th ICT may be taken up later as per requirement.

After detailed deliberations, augmentation of transformation capacity by 1x500 MVA (6th), 400/220 kV ICT at Koppal PS was agreed.

d. Gadag 400/220kV Pooling Station:

CTU informed that presently, Gadag PS is under implementation with transformation capacity of 2500 MVA (5x500 MVA, 400/220kV ICTs) and 2x500 MVA ICTs are expected by Dec'23 & 3x500 MVA ICTs are expected by May'24. Further, connectivity of 2385 MW has been granted at Gadag PS which have already crossed the ICT capacity considering the power factor. Further for meeting the N-1 reliability criteria as per CEA's revised Planning Criteria, augmentation of 1x500 MVA, 400/220 kV ICT (6th) at Gadag PS is required.

After detailed deliberations, augmentation of transformation capacity by 1x500 MVA (6th), 400/220 kV ICT at Gadag PS was agreed.

e. Gadag-II 400/220kV Pooling Station:

CTU informed that Gadag-II PS is being established as part of 500 GW RE capacity by 2030 and presently under bidding with expected implementation schedule of Sept'2025 (considering SPV transfer by Sept'23 with implementation schedule of 24 months). Initially under Gadag-II Phase-A, 2x500 MVA, 400/220 kV ICT and 04 nos. of 220 kV line bays are being considered for implementation. In the 21st CMETS-SR, held on 18.08.2023, it was agreed to grant / transition of Connectivity for capacity corresponding to 1082.8 MW at 220kV. Subsequently, additional Connectivity for 2544 MW has been agreed for grant during the 22nd CMETS-SR, held on 25.08.2023. Out of the 2544 MW, 2 nos. of generation projects (900 MW & 500 MW) were considered at 400kV level with 1 no. of 400kV bay each. The remaining 1144 MW were considered at 220kV level. With this the total connectivity at 400kV & 220kV level comes to be 1400 MW & 2226.8 MW respectively. In the meetings, it was agreed to grant Connectivity at Gadag-II PS with augmentation of transformation capacity by 3x500 MVA, 400/220 kV (3rd, 4th & 5th ICTs). Therefore, augmentation of 3x500 MVA, 400/220 kV transformation capacity is being taken up for implementation Gadag-II PS for integration of RE generation projects.

Further, as per CEA's revised Planning Criteria, to meet the N-1 reliability criteria, augmentation of 1x500 MVA, 400/220 kV (6th ICT) transformation capacity is also required. In view of above, augmentation of transformation capacity by 3x500 MVA, 400/220 kV (3rd, 4th & 5th ICTs) is being taken up for implementation at Gadag-II PS.

After detailed deliberations, augmentation of transformation capacity by 3x500 MVA (3rd, 4th & 5th), 400/220 kV ICTs at Gadag-II PS was agreed.

f. Koppal-II 765/400/220kV Pooling Station:

CTU informed that Koppal-II 765/400/220kV PS is being established as part of 500 GW RE capacity by 2030 and presently is under bidding with expected implementation schedule of Sept' 2025 (considering SPV transfer by Sept'23 with implementation schedule of 24 months for Koppal-II PS & Gadag-II PS transmission system. Koppal-II PS is being considered for implementation under Phase-A (2x1500 MVA, 765/400 kV ICTs, 2x500 MVA, 400/220 kV ICTs and 04 nos. of 220 kV line bays) and Phase-B (augmentation with 2x1500 MVA, 765/400 kV ICTs, 2x500 MVA, 400/220 kV ICTs and 04 nos. of 220 kV additional line bays).

With grant of Connectivity to RE developers in 22nd CMETS-SR, held on 25.08.2023, the total connectivity agreed for grant at Koppal-II PS shall become 1454 MW.

Further, the RE potential in Gadag area is being integrated with Koppal-II PS through Gadag-II PS – Koppal-II PS 400kV (Quad Moose) D/c line and evacuation of power from Gadag-II PS is contingent upon Koppal-II PS. The total connectivity at Gadag-II is

ANNEXURE P-7



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 rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that GADAG TRANSMISSION LIMITED is incorporated on this Second day of June Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the cor U40100DL2020GOI364213.

The Permanent Account Number (PAN) of the company is **AAICG3164G** *

The Tax Deduction and Collection Account Number (TAN) of the company is **DELG24339A** *

Given under my hand at Manesar this Second day of June Two thousand twenty .



Digital Signature Certifi
SHIVARAJ C RANJERI
ASST. REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of
Registrar of Compa
Central Registration Ce

Disclaimer: This certificate only evidences incorporation of the company on the basis of document the applicant(s). This certificate is neither a license nor permission to conduct business or solicit public. Permission of sector regulator is necessary wherever required. Registration status and other company can be verified www.mca.gov.in

Mailing Address as per record available in Registrar of Compa

GADAG TRANSMISSION LIMITED

CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, DELHI, South Delhi,

Delhi, India, 110003



* as issued by the Income Tax Depa

ANNEXURE P-8

THE COMPANIES ACT, 2013

MEMORANDUM OF ASSOCIATION

OF

GADAG TRANSMISSION LIMITED

- I. The name of the Company is **GADAG TRANSMISSION LIMITED**
- II. The Registered Office of the Company will be situated in the STATE OF DELHI
- III. The objects for which the Company is established are:
 - A. **THE MAIN 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. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS 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, Vidyut Boards, Transmission Companies, Generation Companies, Licensees, Statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.
4. To 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, re-organize, 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 extending or 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

(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 of 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 co-operation 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.
- IV. 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.
- V. The Share Capital of the Company is Rs. 18,58,220/- (Rupees Eighteen Lakh Fifty Eight Thousand Two Hundred Twenty only) divided into 1,85,822 (One Lakh Eighty Five Thousand Eight Hundred Twenty Two only) equity shares of Rs.10/- (Rupees Ten only) each.. *

Altered vide ordinary resolution passed by the members in their extra ordinary general meeting dated December 22, 2023.

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, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

S. No.	Name, Address and Description and occupation of Subscribers	Number of shares taken	Signature s of subscribers	Name, Address & description of witness
1.	Name: REC Transmission Projects Company Limited Core -4, Scope Complex, Lodhi Road, New Delhi – 110003 Through its CEO Thangarajan Subash Chandira Bosh S/o Shri Sithan Thangarajan R/O Apartment No. S-2, Middle portion 2-B, Jangpura, New Delhi- 110014 Occupation- Service	49994	Sd/-	Signed Before Me Sd/- (Jayesh Parmar) B- 62, Madipur Colony, New Delhi- 110063 Membership Number: 27055 Practicing Company Secretary CP No.- 15007
2.)	1	Sd/-	
	Total Shares Taken	10000		

Dated this 5th February, 2022

Place: Delhi

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013] FORM NO. INC-34

SPICE+ AOA
(e-Articles of Association)

*Table F as notified under schedule I of the companies Act, 2013 is applicable to the company

GADAG TRANSMISSION LIMITED

A COMPANY LIMITED BY SHARES

Check if not applicable	Check if altered	Article No	Description
			Interpretation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	<p>(1) In these regulations-</p> <p>(a) "the Act" means the Companies Act, 2013, (b) "the seal" means the common seal of the company.</p> <p>(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.</p> <p>(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 a company which is a subsidiary of a company, not being a private company, shall be deemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles.</p>
			Share capital and variation of rights
<input type="checkbox"/>	<input type="checkbox"/>	11	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.
<input type="checkbox"/>	<input type="checkbox"/>	2	<p>(i) 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,- (a) one certificate for all his shares without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>(iii) 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</p>
<input type="checkbox"/>	<input type="checkbox"/>	3	<p>(i) 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.</p> <p>(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	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

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KUMAR
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			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.
<input type="checkbox"/>	<input type="checkbox"/>	5	(i) 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. (ii) 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. (iii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	6	(i) 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. (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	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 <i>pari passu</i> therewith.
<input type="checkbox"/>	<input type="checkbox"/>	8	Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.
			Lien
<input type="checkbox"/>	<input type="checkbox"/>	9	(i) The company shall have a first and paramount lien- (a) on 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 (b) 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 company: Provided 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. (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
<input type="checkbox"/>	<input type="checkbox"/>	10	The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made- (a) 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.
<input type="checkbox"/>	<input type="checkbox"/>	11	(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer. (iii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	12	(i) 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. (ii) 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
<input type="checkbox"/>	<input type="checkbox"/>	13	(i) 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 times: Provided 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. (ii) 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. (iii) A call may be revoked or postponed at the discretion of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

<input type="checkbox"/>	<input type="checkbox"/>	16	(i) 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. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
<input type="checkbox"/>	<input type="checkbox"/>	17	(i) 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. (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	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; and (b) 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
<input type="checkbox"/>	<input type="checkbox"/>	19	(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	20	The Board may, subject to the right of appeal conferred by section 58 decline to register- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the company has a lien.
<input type="checkbox"/>	<input type="checkbox"/>	21	The Board may decline to recognise any instrument of transfer unless- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56; (b) 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; and (c) the instrument of transfer is in respect of only one class of shares.
<input type="checkbox"/>	<input type="checkbox"/>	22	On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided 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
<input type="checkbox"/>	<input type="checkbox"/>	23	(i) 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 (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	24	(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either- (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made. (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	25	(i) 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. (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. (iii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
			Forfeiture of shares
<input type="checkbox"/>	<input type="checkbox"/>	27	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.
<input type="checkbox"/>	<input type="checkbox"/>	28	The notice aforesaid shall- (a) 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 (b) 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.
<input type="checkbox"/>	<input type="checkbox"/>	29	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.
<input type="checkbox"/>	<input type="checkbox"/>	30	(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
<input type="checkbox"/>	<input type="checkbox"/>	31	(i) 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. (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	32	(i) 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; (ii) 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; (iii) The transferee shall thereupon be registered as the holder of the share; and (iv) 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.
<input type="checkbox"/>	<input type="checkbox"/>	33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment 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
<input type="checkbox"/>	<input type="checkbox"/>	34	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.
<input type="checkbox"/>	<input type="checkbox"/>	35	Subject to the provisions of section 61, the company may, by ordinary resolution,- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (d) 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.
<input type="checkbox"/>	<input type="checkbox"/>	36	Where shares are converted into stock,- (a) 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. (b) 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 company, and 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. (c) 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.

<input type="checkbox"/>	<input type="checkbox"/>	37	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,- (a) its share capital; (b) any capital redemption reserve account; or (c) any share premium account.
			Capitalisation of profits
<input type="checkbox"/>	<input type="checkbox"/>	38	(i) The company in general meeting may, upon the recommendation of the Board, resolve- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and (b) 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. (ii) 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- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively; (B) 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; (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B); (D) 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; (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
<input type="checkbox"/>	<input type="checkbox"/>	39	(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall- (a) 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 (b) generally do all acts and things required to give effect thereto. (ii) The Board shall have power- (a) 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 (b) 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; (iii) Any agreement made under such authority shall be effective and binding on such members.
			Buy-back of shares
<input type="checkbox"/>	<input type="checkbox"/>	40	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
<input type="checkbox"/>	<input type="checkbox"/>	41	All general meetings other than annual general meeting shall be called extraordinary general meeting.
<input type="checkbox"/>	<input type="checkbox"/>	42	(i) The Board may, whenever it thinks fit, call an extraordinary general meeting. (ii) 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
<input type="checkbox"/>	<input type="checkbox"/>	43	(i) 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. (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
<input type="checkbox"/>	<input type="checkbox"/>	44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
<input type="checkbox"/>	<input type="checkbox"/>	45	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.
<input type="checkbox"/>	<input type="checkbox"/>	46	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.

			Adjournment of meeting
<input type="checkbox"/>	<input type="checkbox"/>	47	(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			Voting rights
<input type="checkbox"/>	<input type="checkbox"/>	48	Subject to any rights or restrictions for the time being attached to any class or classes of shares,- (a) on a show of hands, every member present in person shall have one vote; and (b) 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.
<input type="checkbox"/>	<input type="checkbox"/>	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	50	(i) 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. (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
<input type="checkbox"/>	<input type="checkbox"/>	51	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.
<input type="checkbox"/>	<input type="checkbox"/>	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>	53	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
<input type="checkbox"/>	<input type="checkbox"/>	54	(i) 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. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
			Proxy
<input type="checkbox"/>	<input type="checkbox"/>	55	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.
<input type="checkbox"/>	<input type="checkbox"/>	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
<input type="checkbox"/>	<input type="checkbox"/>	57	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
<input type="checkbox"/>	<input checked="" type="checkbox"/>		The day to day management of the business of the Company shall be vested with the Board of Directors of the Company or such person(s), as may be authorized by the Board from time to time. The Board may exercise all such powers of the Company and do all such acts, deeds and things as are not prohibited by the Act or any other law for the time being in force or by the Memorandum of Association of the Company and without prejudice to the foregoing, shall be responsible for all policy matters and the supervision, direction and control of the conduct of the business affairs and operations of the Company. (i) The first Directors of the Company shall be:- 1. Puthiyarkattu Shivaraman Hariharan 2. Arun Kumar Tyagi 3. Jatin Kumar Nayak (ii) The first Directors shall hold office until the Directors are appointed in the first Annual General Meeting in accordance with the provisions hereinafter contained. The retiring Directors shall be eligible for re-appointment.

			<p>(iii) At every subsequent annual general meeting, one-third of such of the directors for the time being as are liable to retire by rotation, or if their number is neither three nor a multiple of three then, the number nearest to one-third, shall retire from office.</p> <p>(iv) The directors to retire by rotation at every annual general meeting shall be those who have been longest in office since their last appointment, but as between persons who became directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.</p> <p>(v) At annual general meeting at which a director retires as aforesaid, the company may fill up the vacancy by appointing the retiring director or some other person thereto.</p> <p>The Board of Directors of the Company shall consist of not less than 3 but not more than 15 Directors. The appointment of Directors including the Chairman, Managing Director, Whole time Director, Part-time Director shall be done in the General Meetings in accordance with the provisions of the Companies Act, 2013 and Rules made thereunder and shall be eligible for reappointment.</p> <p>However, till the Company is a Government Company, REC Transmission Projects Company Limited (RECTPCL)- 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.</p> <p>Further, RECTPCL shall also have the power to remove any director from office at any time in its absolute discretion. RECTPCL shall also have the right to fill any vacancies in the office of director caused by removal, resignation, death or otherwise.</p> <p>Subject to provisions of the Act, the Company may by passing the resolution in General Meeting increase/ decrease the maximum number of Directors, and may alter their qualification.</p> <p>Further the Company may, subject to the provisions of the Act, remove any Director before the expiration of his period of office and appoint another person in place of him.</p> <p>The Board may appoint any person to act as alternate director for a Director during the later's absence for a period of not less than three months from India and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to notice of meeting of the Board and to attend and vote there at accordingly; but he shall not require any qualification and shall ipso facto vacate office if and when the absent Director returns to India.</p> <p>Casual vacancies among Directors may be filled by the Board of Directors, at their meeting and any person so appointed shall hold the office as per the provision of section 161 of the Act.</p> <p>Subject to the provisions of Section 161 and other applicable provisions (if any) of the Act, the Board shall have power at any time and from time to time, to appoint a person as an Additional Director but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. The Additional Director so appointed shall retire from Office at next annual General Meeting but shall be eligible for election by the company at that meeting as a Director.</p>
<input type="checkbox"/>	<input type="checkbox"/>	59	<p>(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p> <p>(ii) 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-</p> <p>(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or</p> <p>(b) in connection with the business of the company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	60	The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	61	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.
<input type="checkbox"/>	<input type="checkbox"/>	62	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.
<input type="checkbox"/>	<input type="checkbox"/>	63	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.
<input type="checkbox"/>	<input type="checkbox"/>	64	<p>(i) 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.</p> <p>(ii) 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.</p>
			Proceedings of the Board

<input type="checkbox"/>	<input type="checkbox"/>	65	(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	66	(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	67	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.
<input type="checkbox"/>	<input type="checkbox"/>	68	(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	69	(i) 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. (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	70	(i) A committee may elect a Chairperson of its meetings. (ii) 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 members present may choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	71	(i) A committee may meet and adjourn as it thinks fit. (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	72	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.
<input type="checkbox"/>	<input type="checkbox"/>	73	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.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
<input type="checkbox"/>	<input type="checkbox"/>	74	Subject to the provisions of the Act,- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board; (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer
<input type="checkbox"/>	<input type="checkbox"/>	75	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
<input type="checkbox"/>	<input type="checkbox"/>	76	i) The Board shall provide for the safe custody of the seal. (ii) 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
<input type="checkbox"/>	<input type="checkbox"/>	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	78	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.

<input type="checkbox"/>	<input type="checkbox"/>	79	(i) 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. (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
<input type="checkbox"/>	<input type="checkbox"/>	80	(i) 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. (ii) 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. (iii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	81	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.
<input type="checkbox"/>	<input type="checkbox"/>	82	(i) 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. (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
<input type="checkbox"/>	<input type="checkbox"/>	83	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.
<input type="checkbox"/>	<input type="checkbox"/>	84	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.
<input type="checkbox"/>	<input type="checkbox"/>	85	No dividend shall bear interest against the company.
			Accounts
<input type="checkbox"/>	<input type="checkbox"/>	86	(i) 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. (ii) 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
<input type="checkbox"/>	<input type="checkbox"/>	87	Subject to the provisions of Chapter XX of the Act and rules made thereunder- (i) 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. (ii) 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. (iii) 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
<input type="checkbox"/>	<input type="checkbox"/>	88	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.

Subscriber Details					
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	REC TRANSMISSION PROJECTS COMPANY LIMITED, CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI- 110003, THROUGH ITS CEO THANGARAJAN SUBASH CHANDIRA BOSH, S/O SHRI SITHAN THANGARAJAN, R/O APARTMENT NO S-2, MIDDLE PORTION 2-B, JANGPURA, NEW DELHI – 110014, OCCUPATION – SERVICE	ALNPS1600G	NEW DELHI	T S C BOSH <small>Digitally signed by T S C BOSH Date: 2020.05.29 20:01:51 +05'30'</small>	29/05/2020
2	KULDEEP RAI, S/O LATE SHRI HARI NARAIN SRIVASTAVA, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, B-601, PAN OASIS SOCIETY , PLOT NO. GH-01, NEAR GLOBAL INDIAN INTERNATIONAL SCHOOL, SECTOR-70, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201301, OCCUPATION - SERVICE	08203134	NEW DELHI	Kuldeep Rai <small>Digitally signed by Kuldeep Rai Date: 2020.05.29 19:36:59 +05'30'</small>	29/05/2020
3	SRINIVASAN MURALIDHARAN, S/O SRINIVASAN, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, 103 A, POCKET B, DILSHAD GARDEN, DELHI-110095, OCCUPATION - SERVICE	AIWPM4360K	NEW DELHI	S MURALIDHARAN <small>Digitally signed by S MURALIDHARAN Date: 2020.05.29 19:46:52 +05'30'</small>	29/05/2020
4	SUBRATA AICH, S/O SHRI SURESH CHANDRA AICH, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, FLAT NO. 9, 1ST FLOOR, SOUTH PARK APPTS, KALKAJI, NEW DELHI-110019, OCCUPATION – SERVICE	08203135	NEW DELHI	SUBRATA AICH <small>Digitally signed by SUBRATA AICH Date: 2020.05.29 19:38:09 +05'30'</small>	29/05/2020
5	BHUPENDER GUPTA, S/O SHRI AMRIT SWAROOP GUPTA, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, C-6/204, SECTOR-43, PWO COMPLEX, GURGAON- 122009, HARYANA, OCCUPATION – SERVICE	06940941	NEW DELHI	Bhupender Gupta <small>Digitally signed by Bhupender Gupta Date: 2020.05.29 19:43:53 +05'30'</small>	29/05/2020
6	HARINDER KAUR CHANI, D/O SHRI HARJEET SINGH BADWAL, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, 145, CHARAK SADAN, DOCTOR'S SOCIETY, NEAR DG-III, DDA FLATS, VIKASPURI, NEW DELHI-110018, OCCUPATION – SERVICE	01258347	NEW DELHI	HARINDER KAUR CHANI <small>Digitally signed by HARINDER KAUR CHANI Date: 2020.05.29 19:56:19 +05'30'</small>	29/05/2020
7	SWATI GUPTA, D/O SHRI ROSHAN LAL MAINI, NOMINEE OF REC TRANSMISSION PROJECTS COMPANY LIMITED, 337, TOWER NO. 1, MOUNT KAILASH APARTMENTS, EAST OF KAILASH, DELHI-110065, OCCUPATION – SERVICE	ABIPG2377B	NEW DELHI	SWATI GUPTA <small>Digitally signed by SWATI GUPTA Date: 2020.05.29 19:49:45 +05'30'</small>	29/05/2020

Signed Before Me

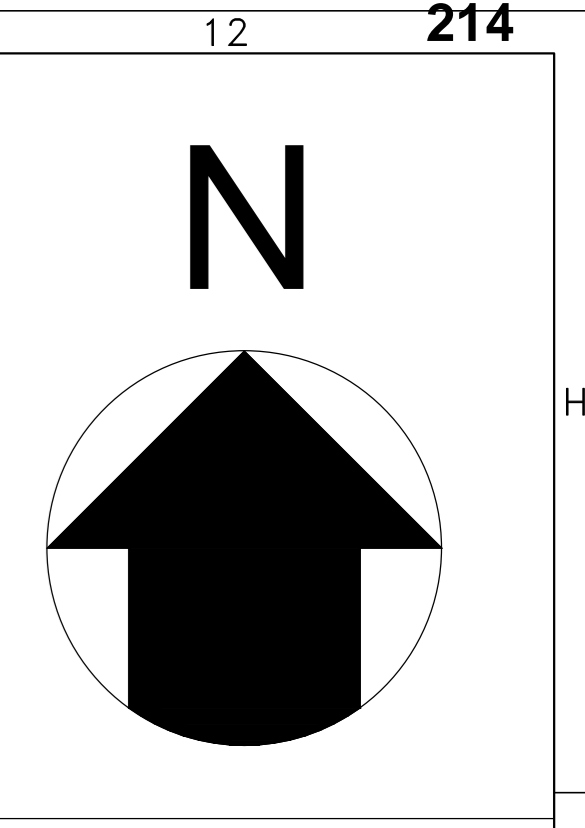
Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
FCA VINAY KUMAR	101, MARUTI APARTMENT, PLOT No-B-5, GURUDWARA ROAD, I.P. EXTENSION, MANDAWALI, DELHI-110092	402996	NEW DELHI	VINAY KUMAR <small>Digitally signed by VINAY KUMAR Date: 2020.05.29 20:24:37 +05'30'</small>	29/05/2020

Checkform

Modify

ARUN
KUMAR
TYAGI

Digitally signed by ARUN KUMAR
DN: cn=ARUN KUMAR,
ou=ARUN KUMAR, o=ARUN KUMAR,
c=IN
Date: 2023.07.31 15:11:03 +05'30'



ANNEXURE P-9

TO MUSHIGERI VILLAGE

TO GULLUPATI VILLAGE

GRID N=1745661.526 (Y)
GRID E=591716.897 (X)

GRID N=1745576.123 (Y)
GRID E=592104.186 (X)

GRID N=1745273.028 (Y)
GRID E=591681.954 (X)

UNDEVELOPED LAND NOT IN GNS SCOPE

GRID N=1745099.419 (Y)
GRID E=591685.009 (X)

GRID N=1745097.467 (Y)
GRID E=592200.149 (X)

N 1745029940
E 591977720



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REFERENCE	NOTES
1	
2	
3	

NO	DATE	DESCRIPTION	DRAWN	REVISED	APPROVED	STATUS	AD	RENEW	DWG. NO.	SCALE	TOTAL SHEETS	SH. NO.	REV.
1		FIRST ISSUE											

CONTRACTOR:		ReNew POWER RENEW SOLAR SERVICES PRIVATE LIMITED	
		COMMERCIAL BLOCK-1 ZONE-6 GOLF COURSE ROAD, DLF CITY PHASE-V, GURUGRAM HARYANA-122009	
TITLE:		400/220KV GADAG S/S LAYOUT OPTION-01	

ANNEXURE P-10

FORM I

1. Particulars of the Applicant

Sl. No.	Particulars	Particulars
I.	Name of the Applicant	Gadag Transmission Limited
II.	Status	Private Limited Company
III.	Address	Registered Office: 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066; Address for Correspondence: Renew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase V, Gurugram, Haryana 122009
IV.	Name, Designation & Address of the contact person	Mohit Jain, Authorised Signatory, Renew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase V, Gurugram, Haryana 122009
V.	Contact tele no.	+91 124 489 6670/80 +91- 9873462717, 9717196796
VI.	Fax No.	-
VII.	Email ID	Amit.Kumar1@renew.com Mohit.Jain@renew.com
VIII.	Place of Incorporation/Registration	New Delhi
IX.	Year of Incorporation/Registration	2020
X.	Copies of the following documents are enclosed:	
a)	Certificate of Incorporation/Registration	Attachment 1
b)	Original copy of Board Resolution for Authorisation	Attachment 2

2. Particulars of the Project:

a. Transmission Lines

Sl. No.	Name (end points location)	Voltage class (kV)	Length (Kms)*	Type (S/C or D/C)

* Route length of transmission line as per Survey Report issued by BPC

b. Substations

Sl. No.	Name (location)	Voltage Level (kV)	Transformer (Nos. and MVA capacity)	Reactive / capacitive compensation (device with MVAR capacity)	No. of Bays
1	Augmentation of Transformation Capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6 th) <ul style="list-style-type: none"> • 1x500 MVA, 400/220 kV ICT • 400kV ICT bay- 1 No. • 220kV ICT bay- 1 No. 				

c. Commissioning schedule

Sl. No.	Name of the Transmission Element	Schedule COD in months from Effective Date
1	Augmentation of Transformation Capacity at 400/220kV Gadag PS in Karnataka by 400/220kV, 1x500 MVA ICT (6 th) <ul style="list-style-type: none"> • 1x500 MVA, 400/220 kV ICT • 400kV ICT bay- 1 No. • 220kV ICT bay- 1 No. 	01.07.2025 (18 months from the date of issue of OM by CTUIL)

d. Identified Long-term transmission customers of the Project:

Assets required under N -1 reliability criteria for additional ICTs at ISTS pooling stations for renewable energy based generation of more than 1000 MW

e. Any other relevant information: NIL

3. Levelised transmission charges: Yet to be fixed.

4. In case applicant has been selected in accordance with the guidelines for competitive bidding, enclose: N.A

5. List of documents enclosed:

- a. Certificate of Incorporation of Gadag Transmission Limited– Attachment 1
- b. Copy of Board Resolution for Authorisation – Attachment 2


Gadag Transmission Limited

APPLICANT
Represented by Mohit Jain

Place: New Delhi

Date:



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 rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that GADAG TRANSMISSION LIMITED is incorporated on this Second day of June Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the cor U40100DL2020GOI364213.

The Permanent Account Number (PAN) of the company is **AAICG3164G** *

The Tax Deduction and Collection Account Number (TAN) of the company is **DELG24339A** *

Given under my hand at Manesar this Second day of June Two thousand twenty .

DS MINISTRY OF
CORPORATE AFFAIRS 6

Digital Signature Certifi
SHIVARAJ C RANJERI
ASST. REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of
Registrar of Compa
Central Registration Ce

Disclaimer: This certificate only evidences incorporation of the company on the basis of document the applicant(s). This certificate is neither a license nor permission to conduct business or solicit public. Permission of sector regulator is necessary wherever required. Registration status and other company can be verified www.mca.gov.in

Mailing Address as per record available in Registrar of Compa

GADAG TRANSMISSION LIMITED

CORE-4, SCOPE COMPLEX, 7, LODHI ROAD, DELHI, South Delhi,

Delhi, India, 110003



* as issued by the Income Tax Depa

ReNew

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED BY THE MEMBERS OF GADAG TRANSMISSION LIMITED ("COMPANY") AT THEIR BOARD MEETING DULY HELD ON JANUARY, 2024, AT 11:00 AM AT RENEW.HUB, COMMERCIAL BLOCK-1, ZONE-6, GOLF COURSE ROAD, DLF CITY PHASE-V, GURUGRAM - 122009

TO AUTHORIZE THE OFFICIALS OF THE COMPANY TO REPRESENT BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION ("CERC"), APPELLATE TRIBUNAL OF ELECTRICITY ("APTEL"), HIGH COURT OF DELHI, STATE ELECTRICITY REGULATORY COMMISSIONS OF INDIA AND THE SUPREME COURT OF INDIA ("SC") AND ANY OTHER COMPETENT JUDICIAL FORUM

"RESOLVED THAT the Company hereby gives its consent to represent before CERC, APTEL, High Court of Delhi, State Electricity Regulatory Commission, Supreme Court and any other competent judicial forum to implead and represent the Company in the matter of grant of transmission license approval and proceedings connected therewith, including any counter-claims, interim/interlocutory applications filed therein, appeals, review and/or revision proceedings.

RESOLVED FURTHER THAT all the Director of the company, Mr. Pranav Singh, Ms. Sakshi Rai, Ms. Priya Dwivedi, Ms. Shruti Agarwal, Amit Kumar, Anuj Jain, Agam Kumar, Smarajit Sahoo & Mohit Jain ("**Authorized Signatories**") be and are hereby authorized jointly and severally, to represent the Company with respect to any representations, engage any Advocate/Solicitors/Consultants and to submit Vakalatnama, sign all the documents/deeds/letters, to delegate the above mentioned authority to any person as and when required and to do all such acts, deeds, things as may be necessary. The acts done and documents executed shall be binding on the company, until the same is withdrawn by giving written notice thereof."

**Certified True Copy
For Gadag Transmission Limited**


**Amit Kumar
(Director)
DIN: 03384645**



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

Registered Office: 135, Ansai Chambers-II, Bhikai Chama Place, Delhi - 110066

W www.renew.com **T** +91 124 489 6670 **F** +91 124 489 6699

ReNew

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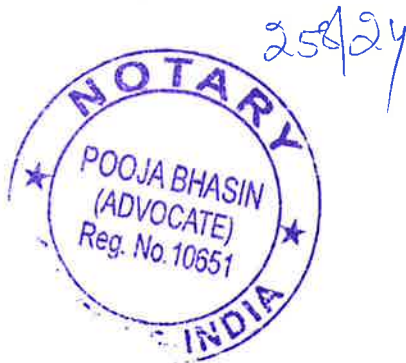
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Certified True Copy
For Gadag Transmission Limited


Amit Kumar
(Director)
DIN: 03384645



ATTESTED

NOTARY PUBLIC, INDIA

17 JAN 2024



Gadag Transmission Limited

CIN: U40100DL2020GOI364213

Corporate Office: 100, Golf Course Road, DLF City Phase-V, Gurugram, Haryana
Registered Office: 100, Golf Course Road, DLF City Phase-V, Gurugram, Haryana

W: www.gadagtransmission.com | E: info@gadagtransmission.com

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

PETITION NO. / TL /2024

IN THE MATTER OF:

Gadag Transmission Limited

...Petitioner

Versus

Central Transmission Utility of India Limited & Ors.

...Respondents

VAKALATNAMA

I, Mohit Jain son of Shri Rajender Parshad Jain aged 39 years, authorized representative of the Petitioner, in the above Petition do hereby appoint Mr. Vishrov Mukerjee [D-2698/08], Mr. Janmali Manikala [D-3587/12], Mr. Yashaswi Kant [D-5121/15], Mr. Girik Bhalla [D-4965/16], Mr. Pratyush Singh [D-6884/17], Mr. Raghav Malhotra [D-7075/18], Mr. Damodar Solanki [R-2057/18], Ms. Priyanka Vyas [D-7837/18], Ms. Anamika Rana [D-2322/20] and Ms. Juhi Senguttuvan [D-5030/21], Ms. Shreya Sundararaman [KAR-4297/22], Ms. Ashabari Basu Thakur [D/3569/2022] Advocate(s) of Trilegal to appear, plead and act for me/ us in the above Petition and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to us in the said proceeding and also to appear in all applications for review and for leave to the Hon'ble Supreme Court of India in all applications for review of judgment.

Place: *NEW DELHI*

Date:



Gadag Transmission Limited/Petitioner

"Accepted"

Executed in my presence

TRILEGAL

Advocates for the Petitioner
1st Floor, D3- Prius Platinum,
Saket District Centre, New Delhi-110017
Email: Vishrov.mukerjee@trilegal.com
Mobile No. 9717200855
New Delhi - 110017, India

Anamika Rana
ANAMIKA RANA
[D-2322/20]

Priyanka Vyas
PRIYANKA VYAS