

BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION
6th, 7th & 8th FLOORS, TOWER B, WORLD TRADE CENTRE,
NAUROJI NAGAR, NEW DELHI- 110 029
PETITION NO OF 2024

IN THE MATTER OF:

Petition under Sections 63 and 79 of the Electricity Act, 2003 read with Articles 12 of the Transmission Service Agreement dated 23.04.2019, seeking compensation on account of change in law events, and other consequential reliefs related to Bhuj-II Transmission Limited.

AND

IN THE MATTER OF:

POWERGRID Bhuj Transmission Limited - Petitioner

Versus

Netra Wind Private Limited and Others - Respondents

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PLACE: NEW DELHI

BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION
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NAUROJI NAGAR, NEW DELHI- 110 029

PETITION NO OF 2024

IN THE MATTER OF:

POWERGRID Bhuj Transmission Limited - Petitioner

Versus

Netra Wind Private Limited and Others - Respondents

MEMO OF PARTIES

IN THE MATTER OF:

POWERGRID Bhuj Transmission Limited
(earlier known as Bhuj-II Transmission Limited)
B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi - 110016

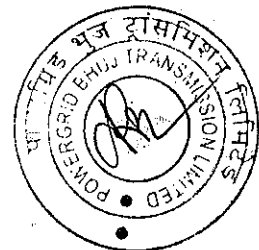
Address for correspondence:

C/o ED (TBCB),
Power Grid Corporation of India Limited,
Saudamini, Plot no.2, Sector -29
Gurgaon 122001

- Petitioner

Versus

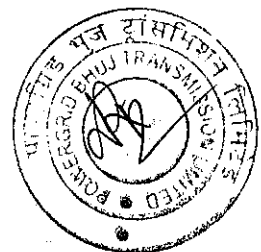
1. Netra Wind Private Limited
B 504, Delhi Building, Orchard Avenue,
Sector No. 3, Hiranandani Business Park,
Powai, Mumbai- 400 076.
2. Adani Green Energy Limited
Adani House, 4th Floor,
South Wing, Shantigram, S.G Highway,
Ahmedabad-382 421.
3. PFC Consulting Limited
9th Floor, A-Wing,
Statesman House, Connaught Place,
New Delhi-110 001.
4. Central Transmission Utility of India Limited
Saudamini, Plot No. 2, Sector-29
Gurgaon -122 0010.



B

5. Central Electricity Authority
Through its Chief Engineer (PSPM)
PSPM Division, Sewa Bhawan,
Rama Krishna Puram
New Delhi - 110 066

- Respondents



BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION
6th, 7th & 8th FLOORS, TOWER B, WORLD TRADE CENTRE,
NAUROJI NAGAR, NEW DELHI- 110 029

PETITION NO OF 2024

IN THE MATTER OF:

Petition under Sections 63 and 79 of the Electricity Act, 2003 read with Articles 12 of the Transmission Service Agreement dated 23.04.2019, seeking compensation on account of change in law events, and other consequential reliefs related to Bhuj-II Transmission Limited.

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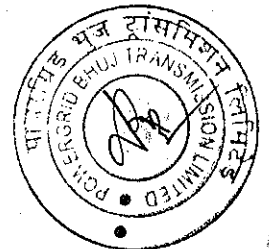
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Petitioner

Versus

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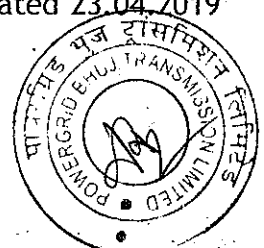
PETITION UNDER SECTIONS 63 AND 79 OF THE ELECTRICITY ACT, 2003 READ WITH ARTICLES 12 OF THE TRANSMISSION SERVICE AGREEMENT DATED 23.04.2019, SEEKING COMPENSATION ON ACCOUNT OF CHANGE IN LAW EVENTS, AND OTHER CONSEQUENTIAL RELIEFS RELATED TO BHUJ-II TRANSMISSION LIMITED.

MOST RESPECTFULLY SHOWETH:

1. The Petitioner, POWERGRID Bhuj Transmission Limited ('PBTL') is a Company under the provisions of the Companies Act, 2013 and has its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016. The Petitioner is a wholly owned subsidiary of Power Grid Corporation of India Limited ('POWERGRID').

The Petitioner, earlier known as Bhuj - II Transmission Limited, was incorporated on 25.02.2019 as the Special Purpose Vehicle ('SPV') by M/s PFC Consulting Limited for the purpose of developing and implementing the transmission project, namely "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" under Tariff Based Competitive Bidding route.

2. The aforementioned Transmission project was the subject matter of the selection of the developer on a tariff based competitive bid process under Section 63 of the Electricity Act, 2003. M/s PFC Consulting Limited was appointed by Government of India as the Bid Process Coordinator ('BPC') for the purpose of undertaking the Tariff Based Competitive Bidding Process for the Project and was initially the 100% shareholder of Bhuj - II Transmission Limited.
3. That the BPC as part of the bidding process furnished Bidding Documents, inter-alia, included a pre-signed Transmission Service Agreement dated 23.04.2019

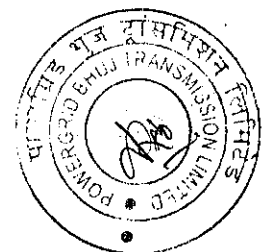


('TSA') entered into between the Project SPV and the Long Term Transmission Customers- Respondent Nos. 1 and 2 ('LTTCs') of the Project. The bids were invited based on the terms and conditions contained in the Bidding Documents which included the said TSA and other documents. A copy of the TSA dated 23.04.2019 entered into between Project SPV and LTTCs is attached hereto and marked as Annexure - '1'.

4. POWERGRID was declared as the successful bidder under the Tariff Based Competitive Bidding Process and the Letter of Intent (Lol) was issued on 31.07.2019 by BPC to POWERGRID. Though Lol was issued on 31.7.2019, BPC, vide its letters dated 16.10.2019, in terms of Clauses 2.4, 2.5 and 2.6 of RfP extended the date up to 26.10.2019 for completion of all activities by the POWERGRID. On 16.10.2019, the Contract Performance Guarantee in favour of Long-Term Transmission Customers ('LTTCs') was submitted and POWERGRID acquired 100% shareholding of SPV from BPC. Thus, the effective date of the project is 16.10.2019.

Subsequent to such acquisition, the name of the Project SPV - Bhuj - II Transmission Limited was changed to POWERGRID Bhuj Transmission Limited ('PBTL').

5. On 22.10.2019, a Petition bearing No. 447/TL/2019 was filed by PBTL before this Hon'ble Commission for grant of Transmission License. Vide Order dated 03.03.2020, this Hon'ble Commission was pleased to grant such transmission license to PBTL. On 22.10.2019, PBTL also filed another Petition being No. 448/AT/2019 seeking adoption of Transmission Charges. Vide order dated 05.03.2020, this Hon'ble Commission was pleased to adopt the transmission charges payable to PBTL. A copy of the Order dated 03.03.2020 passed in Petition No. 447/TL/2019 is attached hereto and marked as Annexure- '2' and a copy of Order dated 05.03.2020 passed in Petition No. 4408AT/2019 is attached hereto and marked as Annexure - '3'.
6. The detailed project scope with the details of the commercial operation dates of the project elements are as follows -



S. No	Project elements	Scheduled COD	Actual COD
1.	Establishment of 1x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV) Bhuj-II PS (GIS) with 765kV (1x330 MVar) and 420 kV (125 MVar) bus reactor	Original - 31.12.2020 Revised - May'2022*	24.08.2022
2.	Reconfiguration of Bhuj PS- Lakadia PS 765kV D/c line so as to establish Bhuj-II - Lakadia 765kV D/C line as well as Bhuj - Bhuj-II 765kV D/C line		
3.	1x240 MVar switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II Lakadia 765kV D/c line (2x240 MVar, 765kV with 400 ohms NGR; 765 kV Reactor Bays - 2 nos; 1x80 MVar, 765kV, 1-ph switchable line Reactor (spare unit) at Bhuj-II end)		
4.	1500 MVA (765/400 kV), ICT-I at Bhuj-II PS (GIS)	Original - 31.12.2020 Revised - Sep'2022*	16.11.2022

* Ministry of Power (MoP) vide letter No. 6/2/2017-Trans-Part1 dated 04.04.2022 granted approval for rescheduling of SCoD of Bhuj-II project under TBCB with commissioning of identified elements by May 2022 and September 2022 respectively.

A copy of letter dated 04.04.2022 from MoP to POWERGRID is attached hereto and marked as Annexure - '4'.

The energization certificates, trial run certificates and Date of Commercial Operation Certificates in respect of transmission elements are attached hereto and marked as Annexure- '5' (Colly).



7. Post commissioning of the Transmission project as detailed in above table, PBTL approached Long Term Transmission Customers (LTTCS) of the project for condonation of the delay in commissioning of the transmission project and extension of Schedule Commercial Operation Date (SCOD) to actual COD vide letter dated 17.07.2023. The LTTCS identified in the TSA have been pleased to return the Contract Performance Guarantee ('CPG') issued by PBTL, thereby, condoning the delay in achieving the COD. In this regard, letter dated 17.07.2023 from PBTL to LTTCS and the communication from the LTTCS are attached herewith and collectively marked as Annexure - '6'(Colly).

COST OVER RUN ON ACCOUNT OF FORCE MAJEURE & CHANGE IN LAW EVENTS

8. That Petitioner has encountered various Force Majeure and Change in Law events during the implementation of the instant project which has resulted into cost over run in the project. The following are the Force Majeure and Change in Law events that occurred during the implementation of the Project:

During Construction Period

- a) Orders passed by District Revenue Officials for payment of Land compensation for tower base as well as compensation for Right of Way corridor of transmission line by Government of Gujarat resulted into cost over run of Rs 57.02 Crs; and
- b) Requirement of installation of Bird Diverters/ Deflectors on the Transmission Lines and Aerospace Safety Aspects resulted into cost over run of Rs 0.75 Crs.
9. With regard to Change of law events that had occurred during the construction stage / implementation of the transmission project, the relevant extract from the TSA in relation to Change in Law, inter-alia, reads as under -

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.

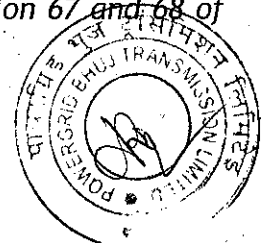
12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

- 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.

A) ORDERS PASSED BY DISTRICT REVENUE OFFICIALS FOR PAYMENT OF LAND COMPENSATION FOR TOWER BASE AS WELL AS COMPENSATION FOR RIGHT OF WAY CORRIDOR OF TRANSMISSION LINES

10. It is submitted that Ministry of Power, Government of India vide its Notification dated 15.10.2015 issued guidelines for payment of compensation towards damages in regard to Right of Way for transmission lines. The relevant extracts from the Notification dated 15.10.2015, inter-alia, reads as under -

"2. The Recommendations made by the Committee are hereby formulated in the form of following guidelines for determining the compensation towards "damages" as stipulated in section 67 and 68 of



the Electricity Act, 2003 read with Section 10 and 16 of Indian Telegraph Act, 1885 which will be in addition to the compensation towards normal crop and tree damages. This amount will be payable only for transmission lines supported by a tower base of 66 KV and above, and not for sub-transmission and distribution lines below 66 KV:-

(i) Compensation @ 85% of land value as determined by District Magistrate or any other authority based on Circle rate/ Guideline value/ Stamp Act rates for tower base area (between four legs) impacted-severely due to installation of tower/pylon structure;

(ii) Compensation towards diminution of land value in the width of Right of Way (RoW) Corridor due to laying of transmission line and imposing certain restriction would be decided by the States as per categorization/type of land in different places of States, subject to a maximum of 15% of land value as determined based on Circle rate/ Guideline value/ Stamp Act rates;..."

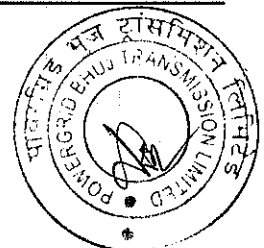
A copy of the Notification dated 15.10.2015 issued by the Ministry of Power, Government of India is attached hereto and marked as Annexure - '7'.

11. Pursuant to the above, Government of Gujarat vide Government Order GET - 11- 2015 GOI 199 K dated 14.08.2017 has separately notified payment of Land Compensation for Tower base as well as for corridor of transmission line, to the landowners. The relevant extracts from the Government Order dated 14.08.2017, inter-alia, reads as under -

"ORDER

After going through and discussion, it has been held that, as per Gujarat Energy Transmission Corporation Limited (State transmission utility), Central Transmission Utility, other private transmission companies and transmission licensees, Energy Act, 2003 and as per the provisions of section-67 and section-68 of Indian Telegraph Act, 1885 during the time of installation of new transmission line looking to section-67 and section-68 of Electricity Act, 2003 and as per provisions of section-10 and section-16 of Indian Telegraph Act, 1885 the "Damages" incurred by tie persons (farmers/landlords) the value of their land and the damages done to crops-trees the damages shall be reimbursed as per stated below-

- (1) For the purpose of installation of transmission tower, the area covering the tower (the centre portion of the tower) which is 85% the damages for such area shall be paid and the calculation for such compensation shall be properly done and the valuation of the said land shall be done, whenever necessary the jantri prices of the government at the relevant time



(agricultural/non agricultural) shall be calculated the compensation shall be calculated and paid.

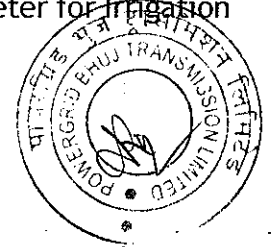
2) With regards to RoW Corridor (Right of Way Corridor) (transmission line breadth) the damages incurred for the value of land and with regards to it, RoW Corridor the land falling in the area of landlord its width and breadth shall be calculated, the charges for damages of the land shall be paid, the damages shall be 7.5%

of the value of the land. During the calculation of the said damages, for the valuation of the said value, whenever necessary at the relevant time and place, governments notification, online jantri shall be calculated, the final calculation shall be done. Moreover, the below mentioned Swinging breadth of RoW Corridor shall be taken into consideration.....”

(Emphasis Supplied)

A copy of the Government Order dated 14.08.2017 issued by the Government of Gujarat is attached hereto and marked as Annexure - '8'.

12. As the above Government Order was issued on 14.08.2017, which is prior to the cut off date, PBTL had duly accounted to pay Rs 2.25 Crs towards the compensation in terms of the Government Order dated 14.08.2017 of Government of Gujarat, considering (i) the estimated area to be compensated inter-alia comprising of tower footing as well as line corridor and jantri rate @ Rs 45 per square meter applicable at the time of the bidding in District Kutch, Gujarat.
13. However, the compensation as per the Government Order dated 14.08.2017 was not acceptable to the farmers and the farmers were creating obstructions and hurdles in completing the project on the basis that the Jantri rates are not adequate enough for compensating the farmers fully. Accordingly, PBTL approached various Sub Divisional Magistrate's Court, Nakhatrana - Kutch for resolution of the obstruction created by farmers.
14. The Sub - Divisional Magistrate, Nakhatrana - Kutch, exercising its power under Section 16 (1) of the Indian Telegraph Act, 1885 passed various Court Orders dated 17.01.2021, 03.05.2021 & 15.06.2021, considering the rate of Rs. 900 per square meter for non-irrigation land and Rs. 950 per square meter for Irrigation

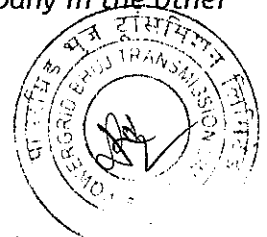


land. The above rates were much in excess of the Jantri rates being Rs. 45 per square meter. The relevant extracts from the Court Orders dated 17.01.2021 passed by the Sub - Divisional Magistrate, Nakhatrana - Kutch inter-alia, reads as under -

"Considering above said proposal examining in details above said Opponent through the proposal of Dt. 14/08/2017 of Department of Power & Petrochemicals of the Government how much compensation is payable? for this from the Power Grid from its said Dt. 09/06/2020 letter as per the said reference (2) of the Government of India guideline and as per the provision of said reference (3) of the Govt. of Gujarat Power & Petrochemicals Division Gandhinagar said that, is bound to pay compensation. For which on Dt. 23/12/2020 & 07/01/2021 meeting was held between concerned farmers and representatives of the company wherein by the farmers through the proposal of government for this work compensation is very less hence obstruction was created and earlier received compensation from power grid has spent three years and more than this compensation should be paid to them was presented by them.

.....

It is requested by applicant company that please be ordered about compensation for loss of land as per provision / rules decoded nu the government its Ref. (2) & (3). In the case of Power Grid V/s. Palanpur Badi Village through the order by honorable district magistrate sahib, Kutch-Bhuj order No. Magi/ Poll/Electricity Line/Palanpurbadi/2017 Dt. 28/08/2017 for Non-Irrigation land per square meter Rs. 900 (Nine Hundred) and for Irrigation Land Rs. 950(Nine Hundred Fifty) per square meter and for Corridor 15% for decided value land was ordered. As per the Govt. Ref. (3) resolution's para No. 1 for evaluation of land value, where is necessary there considering existing online Jantri rates and standard of the government considering the payable compensation provision has made. Due ty online Jantri rate is the year of 2011 and in the present situation farmers can get healthy compensation for this it scems necessary to increase proper value of rate. At present from the disputed land highest jantri rate is Rs. 45/- hence considering the argument of company and opponent / farmers, farmers can receive proper compensation and for supply of electricity, electricity line can also establish in that said case alos farmers for their Non Irrigation land per square meter Rs. 900/- (Nine Hundred) and for Irrigation Land per square meter Rs. 950/- (Nine Hundred and Fifty) to the concerned farmers / landlords for the establish of structure / transmission tower, tower based area (center part of among four legs) 85% of value of land and due to ROW CORRIDOR (width of transmission line) decrease in the value of land as per the provision of reference (3) letter said to compensation 7.5% of land. As per the oral submission by the farmers during personal hearing earlier by the Power Grid Company in the other



villages of Kutch district due to ROW CORRIDOR (width of transmission line) for decreasing of value of land about 15% of fixed amount was paid hence in this case also said to pay compensation accordingly.

ORDER :

Accordance to Read (1) application of the Power Grid Bhuj Transmission Ltd., for set off line transmission work, according to provision of ref(2) & (3) proposal for payment of compensation behalf of occurring loss to land for tower base work for occurring loss to the land as a compensation 85 percentage to pay and occurring loss due to ROW Corridor as a compensation under the provision of reference of (3) 7.5 percentage and accordance to consent letter of reference Letter No (7) more 7.5% as (EX GRATIA) thus total 15 percentage payment for compensation at Moje: PALANPUR (BADI, ORIRA, AKADANA of Taluka: Nakhatrana value of land for Non - Irrigation Land per square meter Rs. 900/- (Nine Hundred), Irrigation Land per square meter Rs. 950/- (Nine Hundred and Fifty) and compensation for loss of standing crops, the value which decides by concerned Mamlatdar at that rate to the concerned farmers under the provision of Ref(3) as per the Rule hereby given an order to pay compensation and according to application of Power Grid Bhuj-transmission Ltd., in the procedure of establish 765 K.V. D/C. Bhuj-Lakadiya transmission line opponent / farmers of Ta. Nakhatrana shall not create any obstruction and shall not stop any work / shall not be stopped any employees doing work, although if finds any necessity then as per the required demand of applicant as per the rule at the cost of applicant stated to the Superintendent of Police, Western Kutch- Bhuj to provide Police Protection."

The above is a change in law falling within Article 12.1.1 of the TSA (as quoted above). Copies of the Court Orders dated 17.01.2021, 03.05.2021 & 15.06.2021 passed by the Sub - Divisional Magistrate, Nakhatrana - Kutch are attached hereto and collectively marked as Annexure - '9' (colly).

15. That in view of foregoing, the Court Orders dated 17.01.2021, 03.05.2021 & 15.06.2021 passed by the Sub - Divisional Magistrare, Nakhatrana - Kutch providing for payment of enhanced Land compensation for tower base as well as corridor of transmission line is a Change in Law event. The additional expenditure incurred and to be incurred by PBTL on account of actual land area to be compensated under the tower footing as well as line corridor with enhanced compensation rate @950/sqr meter is Rs.59.29 Crores.



16. In terms of the above, a tabular representation of the excess amount paid as per the Orders passed by the Sub - Divisional Magistrate, Nakhatrana - Kutch as against the Jantri rates.

Land Compensation payable @ Rs 45 per square meter prevalent at the time of bidding	Land Compensation payable @ Rs 950 per square meter decided by Sub - Divisional Magistrate, Nakhatrana - Kutch through court orders during implementation	Difference
Rs 2.25 Crs	Rs 59.29 Crs	Rs 57.02 Crs

17. In regard to the above, the following is submitted:

- i) The bids deadline for the subject Project was 02.07.2019 and the cutoff date for the purposes of Change in Law as per Article 12.1 of TSA is 7 (seven) days prior to bid submission date which works out to 25.06.2019. The date of the Court Orders passed by the Sub - Divisional Magistrate, Nakhatrana - Kutch - Governmental Instrumentality being dated 17.01.2021, 03.05.2021 & 15.06.2021 qualifies as a Change in Law event.
- ii) As per Article 12.3, notice of Change in law has been issued to the LTTCs vide letter dated 15.02.2021. A copy of the letter dated 15.02.2021 from PBTL to the LTTCs is attached hereto and marked as Annexure - '10'.

18. The compensation for land payment as a Change in Law Event has been allowed by this Hon'ble Commission in the case of POWERGRID Jabalpur Transmission Limited Vs. Maharashtra State Electricity Distribution Company Limited & Ors. [Order dated 28.10.2021 in Petition No. 610/MP/2021]. The relevant extracts from the Order dated 28.10.2021, inter-alia, reads as under -

"59. Thus, 'Law' under TSA includes 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. Therefore, the GO dated 11.05.2017 issued by the Revenue Department, Government of Madhya Pradesh qualifies as 'Law' under the TSA and its introduction/ implementation being after the cut-off date in the



present case, is a Change in Law event in terms of Article 12.1.1 of the TSA.

60. Nothing is placed before the Commission by the parties as to whether any compensation was payable by the Petitioner for tower base and transmission line corridor before the afore mentioned GO dated 11.05.2017 issued by the Revenue Department, Government of Madhya Pradesh vide Circular No. R/3283/2016/7/2A came into force. However, subsequent to the issue of the said GO dated 11.05.2017, the compensation for tower base @85% of market value of land and the compensation for the transmission line corridor @15% of the market value of land became payable. Therefore, if any compensation was payable for tower base and transmission line corridor prior to the GO dated 11.05.2017, the additional liabilities of compensation payable for the Petitioner shall be only the differential amount. In light of the above, the Petitioner is entitled to relief only on account of differential additional expenditure incurred towards payment of land compensation for tower base and transmission line corridor in terms of the GO dated 11.05.2017 of the Government of Madhya Pradesh.”

19. PBTL in the present case is only claiming the additional liability of compensation payable. Therefore, the claim of PBTL is restricted to the differential amount only.
20. It is submitted that net increase in cost of the project due to compensation for Land Payment after cut-off date is Rs. 57.02 Crores (excluding IDC and IEDC).

B) REQUIREMENT OF INSTALLATION OF BIRD DIVERTERS/ DEFLECTORS ON THE TRANSMISSION LINES

21. On 30.09.2020, the Ministry of Environment, Forest and Climate Change issued a letter to the Additional Secretary, Government of Gujarat approving the diversion of 95.6684 hectares of forest land in favour of PBTL subject to certain conditions including installation of bird deflectors on the upper conductor of the transmission line at suitable intervals to avoid bird hits. The relevant extracts from the letter dated 30.09.2020, inter-alia, reads as under -

“....12. The user agency at its cost shall provide bird deflectors, which are to be fixed on the upper conductor of transmission line at suitable intervals to avoid bird hits....”



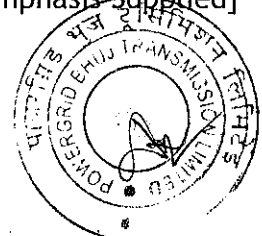
A copy of the letter dated 30.09.2020 in regard to installation of bird deflectors by the Ministry of Environment, Forest and Climate Change is attached hereto and marked as Annexure- '11'.

22. The above condition of installation of bird divertors/deflectors was imposed as a new condition after the cut-off date i.e 25.06.2019.
23. On 16.01.2021, PBTL wrote a letter to the LTTCs, invoking a change in law with respect to the introduction of the new requirement by the Ministry of Environment, Forest and Climate Change to provide for Bird diverters/deflectors to be fixed on upper conductor of Transmission Line at suitable intervals to avoid bird hits. The notice dated 16.01.2021, *inter-alia*, reads as under:

"In line with TSA, notice is hereby given under Article 4 2.3 of TSA consequent upon "Change in Law" caused due to introduction of Bird diverters/ deflectors which are to be fixed on upper conductor of Transmission Line at suitable intervals to avoid bird hits. This new requirement is mentioned under clause 12 of Principal approval issued by Ministry of Environment, Forest & Climate Change (Government of India) vide letter reference 6-GJA012/2020-BHO Dated 30.09.2020 (copy enclosed) respectively. Imposition of above new requirement by the approving authority in our Reconfiguration of Bhuj PS - Lakadia PS 765 kV D/C line so as to establish Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj - Bhuj-II 765 kV associated with Transmission system for providing connectivity to RE projects at Bhuj-II (2000 MW) in Gujarat (Bhuj-II) on line involves re-engineering, procurement & implementation activities. The process of re-engineering, procurement, execution for such a large no. of Bird deflectors/ diverters (in the range of 1300 nos. appx.) shall lead to extra time requirement. Further, the total cost of additional 1300 nos. bird deflectors/ diverters shall also be very high. The excess expenditure amount and excess time requirement shall be known only after work is completed/ executed and payments are made.

The above-mentioned excess time & expenses to be incurred against Reconfiguration of Bhuj PS - Lakadia PS 765 kV D/C line so as to establish Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj - Bhuj-II 765 kV associated with Transmission system for providing connectivity to RE projects at Bhuj-II (2000 MW) in Gujarat (Bhuj-II) for installation of bird diverters/ deflectors in line with above approval letters shall be furnished in due course of time."

[Emphasis Supplied]



24. In terms of Article 12.3 of the TSA, notices were served on the LTTCs consequent upon the installation of bird deflectors. The Change in Law Notice dated 16.01.2021 issued by PBTL in regard to installation of bird deflectors is attached hereto and marked as Annexure - '12'.

25. It is submitted that net increase in cost of the project due to installation of bird divertors is Rs. 0.75 Crores.

C. ADDITIONAL CLAIMS BY CONTRACTOR DUE TO NON-AVAILABILITY OF WORKING FRONT ON ACCOUNT OF COVID 19 PANDEMIC, SEVERE ROW FACED DUE TO DELAY IN LAND RATES FINALIZATION BY DISTRICT ADMINISTRATION & DISPUTE IN FOREST LAND AND GOCHAR LAND,

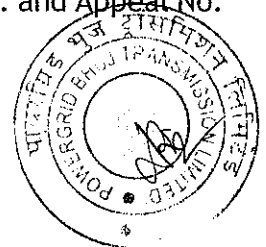
26. It is submitted that the Contractor engaged by Petitioner for implementation of instant project has raised additional claim of Rs 10.47 Crs towards Staff Salary, machinery hiring charges, Price variation, insurance charges, resources mobilization cost etc incurred due to non-availability of working front on account of COVID 19 pandemic, severe row faced due to delay in land rates finalization by district administration & dispute in forest land and gochar land etc. Contractor's claimed amount is being finalized as per the terms of the contract agreement executed between Petitioner and Contractor and shall be paid accordingly. Thus, the Petitioner craves leave to submit the details of the claim in this regard as and when the payment is made to the contractor.

In regard to the same, this Hon'ble Commission may grant liberty to the Petitioner to submit details regarding cost over run on account of this head after actual payment made to contractor during the proceedings of the instant Petition.

IDC/IEDC ON ACCOUNT OF ABOVE FORCE MAJEURE & CHANGE IN LAW EVENTS



27. The cost of the project or the project cost refers to and encompasses within its scope, all costs in regard to the establishment of the project incurred by the entity. These include not only the hard cost of the capital assets (plant, machinery, equipment, etc.) installed in the project but also the interest cost and finance charges during the construction and other soft costs related to the establishment of the project. In the case of tariff applicable to competitively bid transmission projects, an increase in project cost on account of change in law events is required to be fully serviced which inter-alia includes the incidental expenditure and Interest during construction (IDC) & Incidental expenditure during construction (IEDC) associated with such Force Majeure and Change in Law. All the above cost components arising out of the Force Majeure and Change in Law events have to be considered as increase in project cost since PBTL would not have been exposed to any of the above cost components had there been no Force Majeure & Change in Law events.
28. It is submitted that the entire increase in the project cost (100%) on account of the capital expenditure incurred by PBTL by way of Change in Law includes the funding and financing cost of such capital expenditure, in full, during the construction period and the incidental expenditure incurred owing to Force Majeure & Change in Law events need to be serviced by increase in the transmission charges payable over and above the quoted transmission tariff during the entire period of the Transmission Service Agreement. In order to enable PBTL be compensated fully for the effect of the Force Majeure & Change in Law events, it should also be entitled to funding and financing cost as well as the overheads.
29. It is respectfully submitted that the issue of entitlement of IDC and IEDC incurred on account of Force Majeure and Change in Law Events is no longer res-integra in view of the judgment of the Hon'ble Appellate Tribunal dated 20.10.2020 in Appeal No. 208 of 2019 in Bhopal Dhule Transmission Company Limited. v. Central Electricity Regulatory Commission and Ors. ('**Bhopal Dhule Judgment**') and the judgment dated 03.12.2021 in Appeal No. 129 of 2020 in the case of NRSS XXXI (B) Transmission Limited v. CERC and Ors. and Appeal No.



276 of 2021 in Darbhanga-Motihari Transmission Co. Ltd. v. Central Electricity Regulatory Commission and Ors. ('NRSS Judgment').

30. In addition to the above, it is submitted that PBTL shall be eligible for carrying cost from COD till the date of order to be issued by this Hon'ble Commission at the actual rate of interest paid by PBTL for arranging funds or the rate of interest on working capital as per applicable Tariff Regulations or the late payment surcharge rate as per the TSA, whichever is the lowest.
31. In view of above, the increase in the Cost of the Project on account of the aforementioned Force Majeure and Change in Law events including IDC & IEDC is worked out as under:

(All amount in Rs. Cr.)

S. No	Change in Law event	Basic Amount
1.	Land Compensation: Additional cost incurred on account of Increase in Jantri Rate and increase in % of compensation for Line corridor	57.02
2.	Procurement and Installation of bird divertors.	0.75
3.	IDC from SCOD to Project COD	63.13
4.	IEDC from SCOD to Project COD	19.05
	Total	139.95

A copy of the Auditor's certificate certifying the above computation is attached hereto and marked as Annexure- '13'.

INCREASE IN COST TO BE ALLOWED ON ACCOUNT OF ABOVE CHANGE IN LAW EVENTS



32. That the TSA provides for relief for Change in Law as per the following provisions which are reproduced once again:

“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:

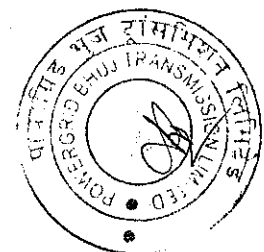
- For every cumulative increase/decrease of Rs. 2,02,00,000/- (Rupees Two Crore Two Lakh Only) in the cost of the Project up to the Scheduled COD of the Project, the increase/decrease in Non-Escalable Transmission Charges shall be an amount equal to 0.313 percent (0.313 %) of the Non-Escalable Transmission Charges.”

(emphasis supplied)

33. The impact of Force Majeure and Change in Law events for the construction period is to be allowed by way of an increase in the cost and consequential increase in Non-Escalable Transmission Charges of the project in the present case.

That in accordance with the provisions of Article 12.2.1 of TSA, the commensurate increase in annual non-escalable transmission charges of PBTL for Rs 139.95 Crores works out @ 21.69% [i.e., 0.313%* (139.95/2.02)] on account of abovementioned change in law and force majeure events.

34. PBTL submits that it is entitled to the increase annual non-escalable transmission charges for the increase in the Cost of the Project on account of Change in Law and the Hon'ble Commission has the jurisdiction under Section 63 read with Section 79 (1) (c), (d) and (f) of the Electricity Act alongwith the provisions of 12.2 of the TSA to decide such matters.
35. PBTL undertakes to provide any information or details as sought by this Hon'ble Commission during the course of the proceedings.
36. PBTL has paid the requisite court fees in the petition.
37. It is, therefore, respectfully prayed that this Hon'ble Commission may be pleased to:



- i) Admit and entertain the present petition under Section 63 read with Section 79 of the Electricity Act, 2003 for claim of the Project being affected by Change in Law events and for providing relief under Article 12 of Transmission Service Agreement dated 23.04.2019 as set out hereinabove;
- ii) Hold that the Petitioner shall be entitled to get the increase in cost of Project amounting to Rs. 139.95 Crores during execution and completion of the transmission project;
- iii) Hold that the Petitioner shall be entitled to increase in adopted annual non-escalable charges by 21.69 % on account of increase in aforementioned cost of project due to Change in Law;
- iv) Hold that the Petitioner shall be entitled to carrying cost from COD till the date of order to be issued by this Hon'ble Commission;
- v) Allow recovery of filing fees and legal expenses in regard to the present Petition; and
- vi) Pass such further order or orders as this Hon'ble Commission may deem just and proper in the circumstances of the case.

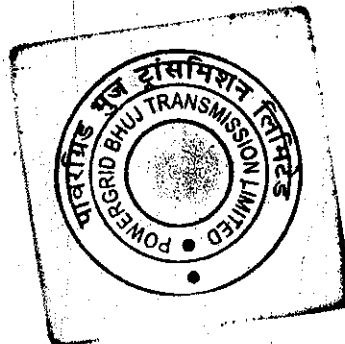
POWERGRID Bhuj Transmission Limited
REPRESENTED BY



Project In-Charge
परियोजना प्रभारी / Project Incharge
पावरग्रिड भुज ट्रांसमिशन लिमिटेड
POWERGRID BHUJ TRANSMISSION LIMITED

PLACE: Bhuj

DATE: 19.09.2024



बी. के. प्रधान / B. K. Pradhan
परियोजना प्रभारी / Project Incharge
पावरग्रिड भुज ट्रांसमिशन लिमिटेड
POWERGRID BHUJ TRANSMISSION LIMITED

Sr. No.....1819
Book No.....15
Page No.....76
Date : 19.9.24

BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION
6th, 7th & 8th FLOORS, TOWER B, WORLD TRADE CENTRE,
NAUROJI NAGAR, NEW DELHI- 110 029

PETITION NO OF 2024

IN THE MATTER OF:

POWERGRID Bhuj Transmission Limited

.... Petitioner

VERSUS

Netra Wind Pvt. Ltd. and Ors.

... Respondents

AFFIDAVIT IN SUPPORT

I, Basant Kumar Pradhan, S/o. Dambardhar Pradhan, aged around 58 years, working as Project-In-charge, resident of C-4, 765/400/220kV Bhuj PS, Village: Palanpur-Badi, Dis:Kutchh, presently at Bhuj, Gujarat, do hereby solemnly affirm and state as under:

1. I say that I am working as Project-In-charge in the Petitioner Company and am competent to swear the present affidavit.
2. I say that the contents of the accompanying Petition filed by the Petitioner are based on the records of the Petitioner maintained in the normal course of business and believed by me to be true.
3. I say that the Annexures to the Petition are the true and correct copies of their original.

DEPONENT

बी. के. प्रधान / B. K. Pradhan
परियोजना प्रभारी / Project Incharge
पावरग्रिड भुज ट्रांसमिशन लिमिटेड
POWERGRID BHUJ TRANSMISSION LIMITED

VERIFICATION

I, the deponent above-named, do hereby verify the contents of the above affidavit to be true to the best of my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Bhuj on this 19th day of September 2024.

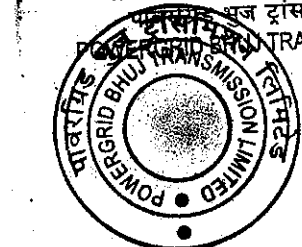
**SOLEMNLY AFFIRMED
BEFORE ME**

**A. A. ZARIWALA
NOTARY
GOVT. OF INDIA**

19 SEP 2024

DEPONENT

बी. के. प्रधान / B. K. Pradhan
परियोजना प्रभारी / Project Incharge
पावरग्रिड भुज ट्रांसमिशन लिमिटेड
POWERGRID BHUJ TRANSMISSION LIMITED





TRANSMISSION SERVICE AGREEMENT
FOR
PROCUREMENT OF TRANSMISSION SERVICES
FOR
TRANSMISSION OF ELECTRICITY THROUGH
TARIFF BASED COMPETITIVE BIDDING
FOR
“Transmission System for providing
connectivity to RE Projects at Bhuj-II
(2000 MW) In Gujarat”

BETWEEN

Sitac Kabini Renewables Private Limited

AND

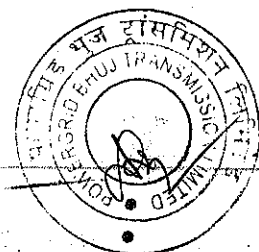
Adani Green Energy Limited

AND

Netra Wind Private Limited

AND

Bhuj-II Transmission Limited



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सत्यमेव जयते

INDIA NON JUDICIAL**Government of National Capital Territory of Delhi****e-Stamp**

Certificate No.	: IN-DL77558458589013R
Certificate Issued Date	: 22-Apr-2019 04:28 PM
Account Reference	: IMPACC (PF)/ dl763913/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL76391360248331765111R
Purchased by	: BHUJ II TRANSMISSION LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BHUJ II TRANSMISSION LIMITED
Second Party	: OTHERS
Stamp Duty Paid By	: BHUJ II TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

THIS TRANSMISSION SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 23rd day of April month of Two Thousand and Nineteen.

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 expression shall unless repugnant to

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

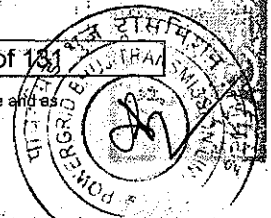
Bhuj-II Transmission Limited

Bhuj-II Transmission Limited

Page 3 of 18

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcstestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.



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

And

Bhuj-II Transmission Limited, incorporated under the Companies Act, 2013, having its registered office at 9th Floor, A-Wing, Statesman House, Barakhamba Lane, Connaught Place, New Delhi – 110 001 (herein after referred to as Transmission Service Provider or "TSP" which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

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

AND WHEREAS:

- A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFQ and 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 Successful 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 on long term basis 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 **Bhuj-II 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 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 License terms & conditions and the conditions of this Agreement, the conditions stipulated in the License granted by the Appropriate Commission shall prevail

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

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netre Wind Pvt Ltd

Bhuj-II Transmission Limited



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 initialed 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;

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

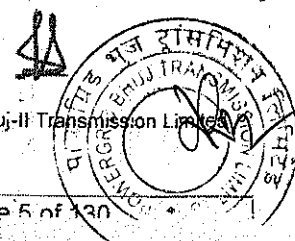
"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



hours in the given period and shall be calculated as per the procedure contained in Appendix-III to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014 attached herewith in Schedule 9;

"Bid" shall mean non-financial 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 RFQ for the Project;

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

"Bid Documents" or "Bidding Documents" shall mean the RFQ and 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;

"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;

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



"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 12 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;

"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 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;

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



"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;

"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 RFQ;

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Long Term Transmission Customers ;

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

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

"GOI" shall mean Government of India;

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

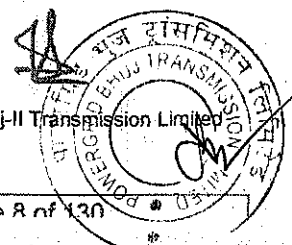
"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or

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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 RFQ 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;

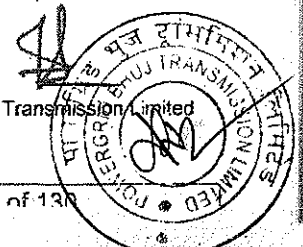
"**Lenders Representative**" shall mean the person notified by the Lenders in writing as being the representative of the Lenders and such person may from time to time be

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replaced by the Lenders pursuant to the Financing Agreements by written notice to the TSP;

"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 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;

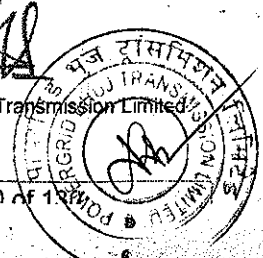
"Preliminary Termination Notice" shall mean a Long Term Transmission Customers' Preliminary Termination Notice or TSP's Preliminary Termination Notice, as the case may be, as defined in Article 13 of this Agreement;

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"Project" shall mean "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat", 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 March 18, 2019 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC, 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,
- b. Share Purchase Agreement and,
- c. Any other agreement as may be required;

"RFQ" shall mean the Request for Qualification document issued by PFC Consulting Limited for Tariff Based Competitive-bidding process for procurement of Transmission Services for the Project. Including any modifications, amendments or alterations thereto and clarifications issued regarding the same;

"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;

"Rebate" shall have the meaning as ascribed to in Article 10.7 of this Agreement;

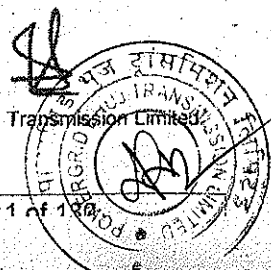
"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 3 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 3 as against such Project, subject to the provisions of

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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 Non-Financial Bid and the Final Offer of the Selected Bidder submitted during e-reverse bidding, which shall be downloaded and attached in Schedule 10 on or prior to the Effective Date;

"Share Purchase Agreement" shall mean the agreement amongst 'PFC Consulting Limited', 'Bhuj-II Transmission Limited' and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the 'Bhuj-II 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 'Bhuj-II 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;

"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 RFQ;

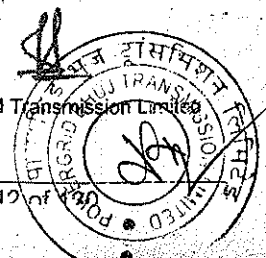
"Termination Notice" shall mean a Long Term Transmission Customer Termination Notice or TSP Termination Notice, as the case may be given by Parties pursuant to the provisions of Articles 3.3.2, 3.3.4, 13.3 and 13.4 of this Agreement for the termination of this Agreement;

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"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 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 'Bhuj-II 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;

"Unscheduled Interchange" shall have the meaning ascribed thereto in Rule 24 of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 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;

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1.2 Interpretation:

Save where the contrary is indicated, any reference in this Agreement to:

"Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;

"Rupee", "Rupees" and "Rs." shall denote lawful currency of India;

"crore" shall mean a reference to ten million (10,000,000) and a "lakh" shall mean a reference to one tenth of a million (1,00,000);

"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the other company or corporation is a subsidiary;

"indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"person" shall 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.

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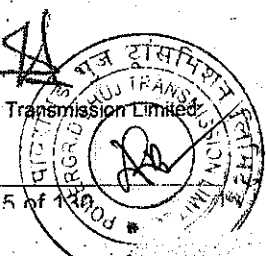
- 1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.
- 1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.
- 1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.
- 1.2.9 The contents of Schedule 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 'PFC Consulting Limited' in 'Bhuj-II 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 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.

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.

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2.4 Survival:

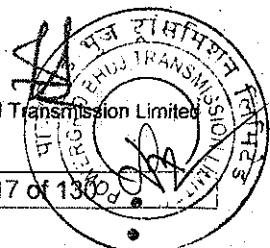
The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it effect the survival of any continuing obligations for which 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 'Bhuj-II Transmission Limited' from 'PFC Consulting Limited', who shall sell to the Selected Bidder, the equity shareholding of 'Bhuj-II 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 Rs. 58,95,00,000/- (Rupees Fifty Eight Crore Ninety Five Lakh only) 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:

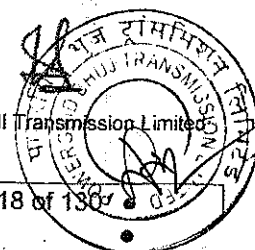
- a. To obtain the Transmission License for the Project from the Appropriate Commission;
- b. To obtain the order for adoption of Transmission Charges by the Appropriate Commission, as required under Section 63 of the Electricity Act 2003;
- c. To submit to the Lead Long Term Transmission Customer and 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

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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 **Rs. 2,95,00,000/- (Rupees Two Crore and Ninety Five Lakh only)** 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 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:

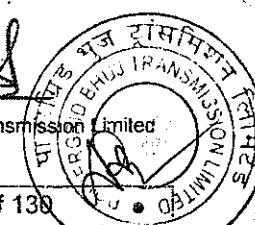
- (i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Long Term Transmission Customers in accordance with Article 3.3.1 hereof; or
- (ii) the TSP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

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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 **Rs.58,95,00,000/- (Rupees Fifty Eight Crore Ninety Five Lakh only)** as liquidated damages. The Long Term Transmission Customers shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of **Rs. 58,95,00,000/- (Rupees Fifty Eight Crore Ninety Five Lakh only)** 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 **Rs.58,95,00,000/- (Rupees Fifty Eight Crore Ninety Five Lakh only)** 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 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

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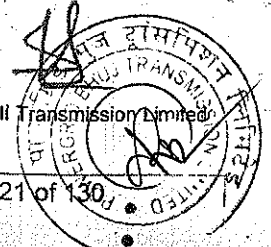
another in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3 and 3.2.

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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 and Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010, as amended from time to time.
 - ii. Prudent Utility Practices and the Law;

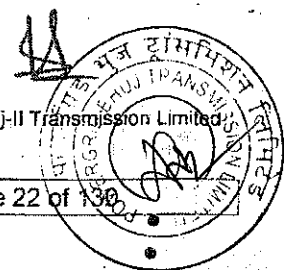
not later than the Scheduled COD as per Schedule 3 of this Agreement;
- c. for entering into a Connection Agreement with the CTU/STU (as applicable) in accordance with the Grid Code.
- d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly 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;
- 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 comply with all its obligations undertaken in this Agreement.

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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.
- 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.

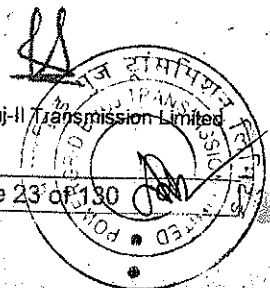
4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

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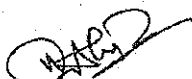
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4.5 Metering Arrangements:


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:**

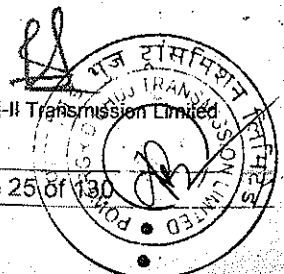
- 5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, completing and commissioning each Element of the Project by the Scheduled COD in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 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 and Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010, 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;
 - (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

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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 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.

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.

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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)

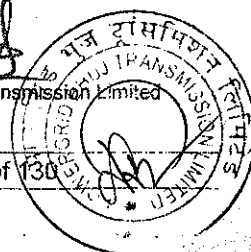
- 6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the Long Term Transmission Customer(s) of the date of intention to connect the Element(s) of the Project, where such date is on or before the Scheduled COD, 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 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.

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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 6.34 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for and up to six (6) months of delay for the Element or the Project.

Provided that in case of failure of the TSP to achieve COD of the Element of the Project even after the expiry of six (6) months from its Scheduled COD, the provisions of Article 13 shall apply.

6.4.3 The TSP shall make payment 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

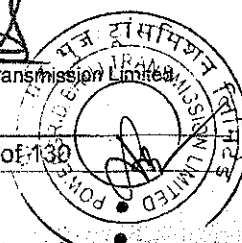
6.5.1 If the TSP fails to achieve COD of any of the Elements on their respective Scheduled COD specified in this Agreement, subject to conditions mentioned in Article 4.4, the Long

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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.

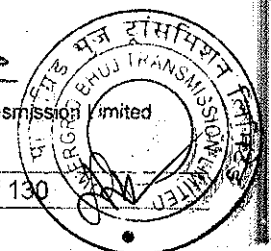
- 6.5.2 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise 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 **Rs. 58,95,00,000/- (Rupees Fifty Eight Crore Ninety Five Lakh only)** 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, CERC (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 (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.

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.

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7.3 Unscheduled Outage

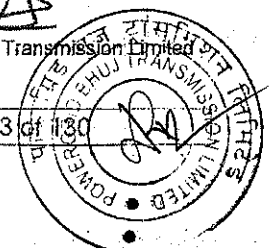
- 7.3.1 In the event of an Unscheduled Outage, the TSP shall inform, in writing to the concerned RLDC/SLDC, as the case may be, and the Lead Long Term Transmission Customer, the reasons and the details of occurrence of such Unscheduled Outage. The TSP shall further inform about, the nature of the work 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 – III of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014, as applicable seven (7) days prior to the Bid Deadline and as appended in Schedule 9.

8.2 Target Availability:

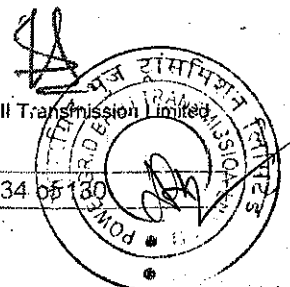
The Target Availability of the Project shall be ninety eight percent (98%).

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

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

9.4 Effect on liability of the Long Term Transmission Customers

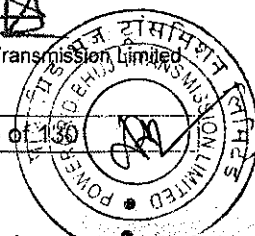
9.4.1 The Long Term Transmission Customers shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

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

10.1 Subject to provisions of this Article 10, the 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**

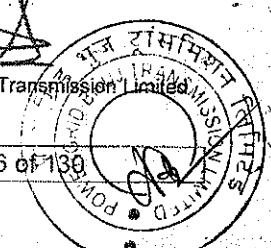
- a. Commencing with the month following the month in which the COD of an Element (which is first Commissioned) occurs, the TSP shall submit to Long Term Transmission Customers by the fifth day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business 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; and
- b. Each Monthly Transmission Charge Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation and information as Long Term Transmission Customers may reasonably require / request, from time to time.

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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.

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

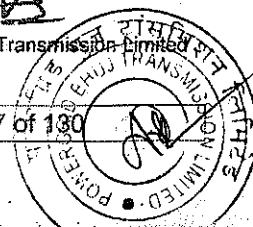
- i. towards Late Payment Surcharge, payable to the TSP, if any;
- ii. towards earlier unpaid Monthly Transmission Charge Invoice, if any;
- iii. towards earlier unpaid Supplementary Bill, if any;
- iv. towards the then current Monthly Transmission Charge Invoice, if any; and

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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 Transmission Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed **Rs.19,75,00,000/- (Rupees Nineteen Crore Seventy Five Lakh Only)**, except on account of payments under sub Article (i) above.

10.6.6 The TSP shall open a bank account at (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 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.

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:

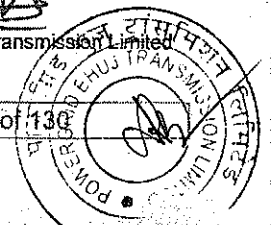
- a. For payment of Invoices through any mode of payment, a Rebate of 2% shall be allowed on the Monthly Transmission Charge Invoice or Supplementary Bill for payments made in full within one Business Day of the receipt of the Invoice; or
- b. For payment of Invoices subsequently, but within the Due 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.

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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.

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.

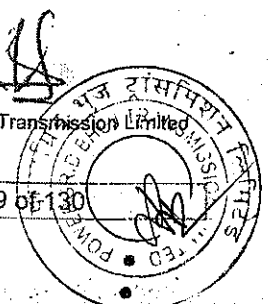
10.9.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to

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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.

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:

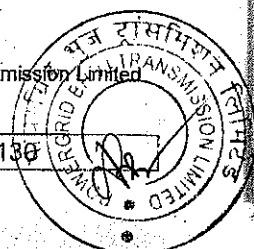
- (a) Not later than one (1) Month prior to the Scheduled COD of the first Element of the Project, each Long Term Transmission Customer shall, through a scheduled bank, open a Letter of Credit in favour of the TSP, to be made operative from a date prior to the Due Date of its first Monthly Transmission 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:

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- 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.
- (e) 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

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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 non payment 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

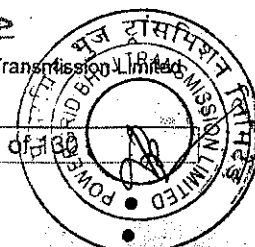
- 10.13.1 Parties acknowledge that all payments made against Monthly Bill(s) and Supplementary Bill(s) shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account Regional

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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.

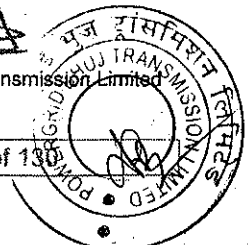
- 10.13.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, is available and has been finally verified and adjusted, the TSP and each Long Term Transmission Customer shall jointly sign such reconciliation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

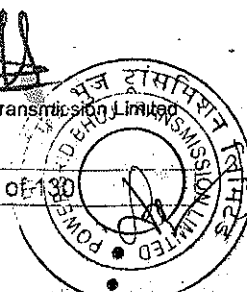
- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the TSP; or
- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the TSP to perform their obligations under the RFP Project Documents

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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;
- (e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and
- (f) Non-performance caused by, or connected with, the Affected Party's:
 - i. negligent or intentional acts, errors or omissions;

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- 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

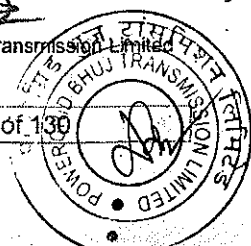
- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief for a Force Majeure Event affecting its performance 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 III to the Central Electricity

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Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 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 III to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014, 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).

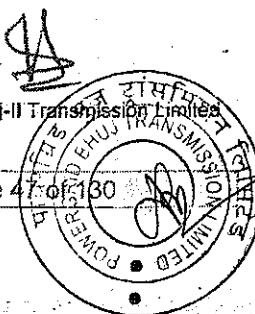
- (d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Lead Long Term Transmission Customer may, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Lead Long Term Transmission Customer's personnel with access to 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:

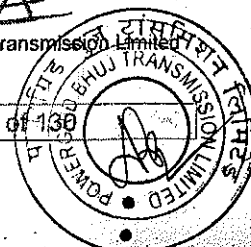
- For every cumulative increase/decrease of **Rs.2,02,00,000/- (Rupees Two Crore Two lakh Only)** in the cost of the Project up to the Scheduled COD of the Project, the increase/decrease in non-escalable

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Transmission Charges shall be an amount equal to **0.313 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

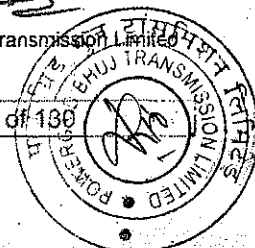
12.4.1 The payment for Change in Law shall be through Supplementary Bill as mentioned in Article 10.10. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Monthly Invoice to be raised by the TSP after such change 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
- 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,

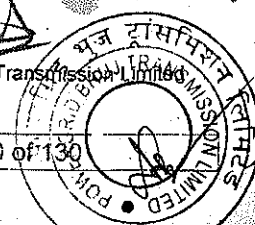
Provided that a dissolution or liquidation of the TSP will not be a TSP Event of Default where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the Appropriate Commission as per the provisions of Central

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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 ninety eight percent (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 TSP 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
- 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

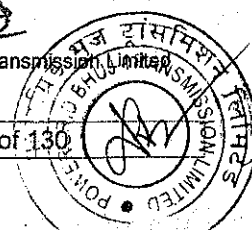
The occurrence and continuation of any of the following events shall constitute a Long Term Transmission Customers' Event of Default, unless any such Long Term Transmission Customers' Event of Default occurs as a result of a breach by the TSP

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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
 - 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

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- 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 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

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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

13.5.1 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 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.

13.5.2 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

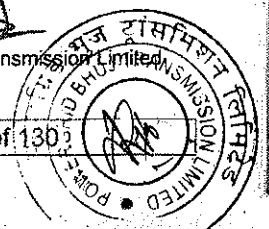
13.6.1 The Appropriate Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the TSP. In the event of the revocation of the Transmission License, the Appropriate Commission would take necessary steps as per the provisions of the Electricity Act, 2003. 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:

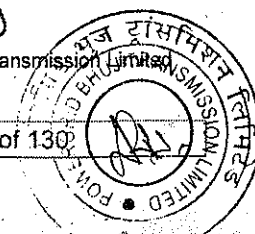
- (a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Long Term Transmission Customers of any of their obligations under this Agreement except 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 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

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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.

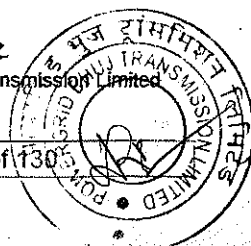
- (b) If any proceedings are brought or any claim is made against the Long Term Transmission Customers arising out of the matters referred to in Article 14.2.1(a), the Lead Long Term Transmission Customer shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary 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.
- (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.

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- (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 Term Transmission Customers for all reasonable expenses incurred in so doing.

14.3 Monetary Limitation of liability

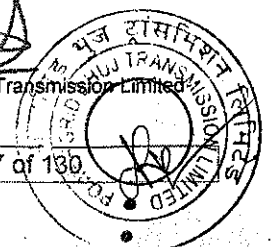
- 14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of Rs. 3,93,00,000/- (Rupees Three Crore Ninety Three Lakh Only). With respect to each Long Term Transmission Customer, the above limit of Rs. 3,93,00,000/- (Rupees Three Crore Ninety Three Lakh Only) shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.

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

14.5 Limitation on Liability

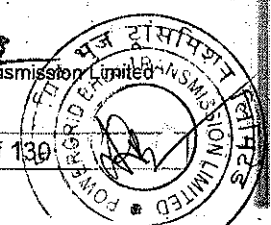
14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Long Term Transmission Customers nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other 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,

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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

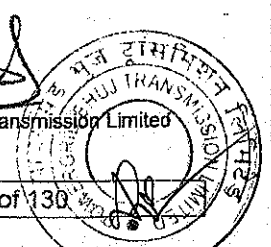
The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

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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.

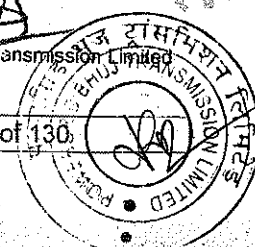
15.2.4 Neither the TSP nor any of the Long Term Transmission Customers can relinquish or transfer its rights and obligations, without prior approval of the Appropriate Commission.

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

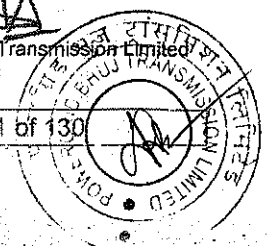
Bhuj-II Transmission Limited



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, 2006 or as amended from time to time.

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Netra Wind Pvt Ltd
Bhuj-II Transmission Limited

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 Delhi

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 defence 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
- 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,

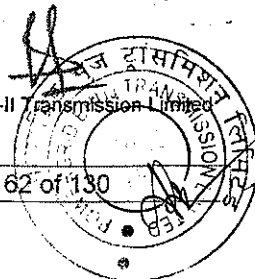
such Dispute shall be submitted to adjudication by the Appropriate

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Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



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 Delhi. 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:**

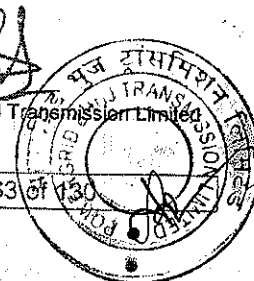
Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue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

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Netra Wind Pvt Ltd

Bhuji-II Transmission Limited



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

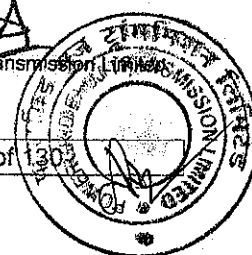
- a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;
- b. This Agreement is enforceable against it in accordance with its terms;

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Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



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

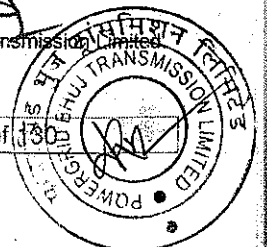
17.2.2 The TSP makes all the representations and warranties above to be valid as on the date of this Agreement.

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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 "**Sitac Kabini Renewables Pvt Ltd**" (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 "**Adani Green Energy Ltd**" (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 "**Sitac Kabini Renewables Pvt Ltd**" 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.

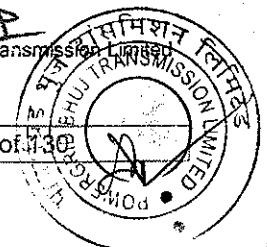
18.1.3 In the event of "**Adani Green Energy Ltd**" becoming the Lead Long Term Transmission Customer as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "**Sitac Kabini Renewables Pvt Ltd**", appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the

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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 **Bhuj-II Transmission Limited** shall not be less than the following:

- (a) Fifty one percent (51%) up to a period of two (2) years after COD of the Project; and
- (b) Twenty six percent (26%) for a period of three (3) years thereafter

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 five (5) years 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 in (a) and (b) above.

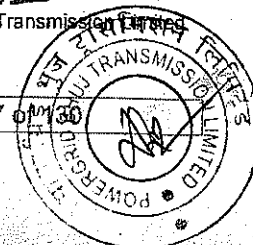
18.2.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, subject to the second proviso to Article 18.2.1, then such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in **Bhuj-II Transmission Limited**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

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Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



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 **Bhuj-II 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 **Bhuj-II 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 **Bhuj-II Transmission Limited**, then holding of Selected Bidder A in **Bhuj-II 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 **Bhuj-II Transmission Limited**, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **Bhuj-II 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

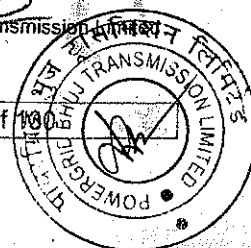
The TSP and the Long Term Transmission Customers, each affirm that:

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



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;

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.

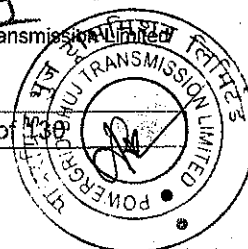
18.10.2 Further, the financial liabilities of the shareholder/s of each Party to this

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



Agreement shall be restricted to the extent provided in the Indian 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:

- (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.

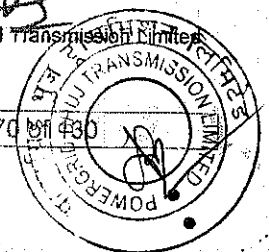
Provided that the TSP agrees and acknowledges that any of the Long Term Transmission Customers may at any time, disclose the terms and conditions of the Agreement and the RFP Project Documents to any person, to the extent

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Netra Wipac Pvt Ltd

Bhuj-II Transmission Limited



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 thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License
- applicable Law, rules and regulations framed thereunder.
- this Agreement.

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, 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

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



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:

Bhuj-II Transmission Limited

Address
.....
.....

Attention

Email

Fax, No.

Telephone No.

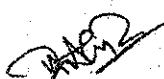
18.21.3 If to the Long Term Transmission Customers, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:


1. Sitac Kabini Renewables Pvt Ltd

Address
.....
.....

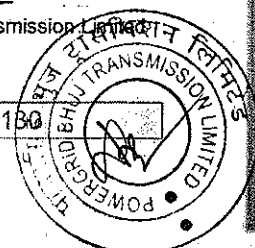
Attention

Sitac Kabini Renewables Pvt Ltd


Adani Green Energy Ltd


Netra Wind Pvt Ltd


Bhuj-II Transmission Limited

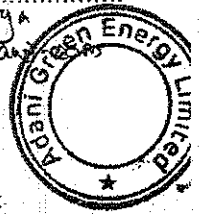


Email
 Fax. No.
 Telephone No

2. **Adani Green Energy Ltd**
 Address

ADANI HOUSE, 4TH FLOOR, SOUTH WING,
 SHANTYGRAM, S.G. HIGHWAY
 AHMEDABAD, 382421
 Rajat Ranjan Acharya
 rajat@acharya.com
 9545554134

Attention
 Email
 Fax. No.
 Telephone No



3. **Netra Wind Pvt Ltd**
 Address

B-504, DELPHI BUILDING
 ORCHARD AVENUE
 HIRANMADDAJI GARUDA
 MR. JAMAL WADI, DIRECTOR
 AE@ALFANAR.COM

Attention
 Email
 Fax. No.
 Telephone No



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.

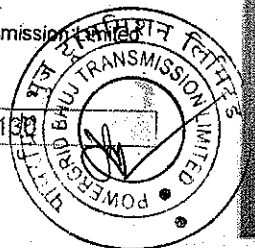
18.22.2 Without prejudice to the rights of the Long Term Transmission Customer(s)

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 Adani Green Energy Ltd


 Netra Wind Pvt Ltd


 Bhuj-II Transmission Limited



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 Lol) 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 Lol 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 Lol 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 Lol 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

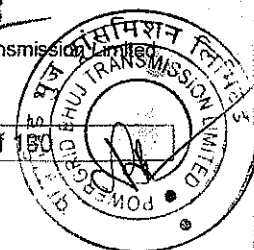
(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

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Adani Green Energy Ltd

Netra Wind Pvt Ltd

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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 AS SET FORTH ABOVE.

1. For and on behalf of " Bhuj-II Transmission Limited"

Signature: [Signature]

Name:

Designation:

Address: 9th Floor, A-Wing Statesman House, Connaught Place, New Delhi - 110 001

Sanjay Nayak
VP

2. For and on behalf of "Sitac Kabini Renewables Pvt Ltd"

Signature

Name

Designation

Address

3. For and on behalf of "Adani Green Energy Ltd"

Signature

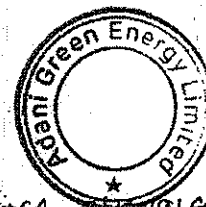
Name

Designation

Address

[Signature]
Rajesh Rangas Acharya
Manager

ADANI HOUSE, 4TH FLOOR, SOUTHWING, SIMAUTI GRAM,
S.G. HIGHWAY, AHMEDABAD, 382421



4. For and on behalf of "Netra Wind Pvt Ltd"

Signature

Name

[Signature]

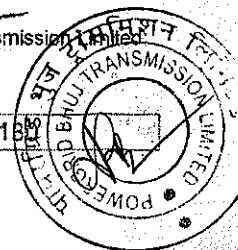
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Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

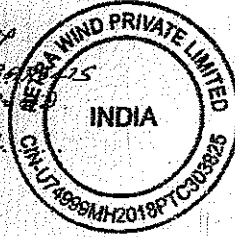
Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



Designation
Address

AUTHORISED SIGNATORY
A-19-42A, JMD, MEERUT
SECTOR 48, SONDA ROAD
GURUGRAM 122002



WITNESSES:

1. For and on behalf of Power Grid Corporation of India Ltd.

Signature

Pratyush Singh

Name:

PRATYUSH SINGH

Designation:

Dy Mgr (CTU-Plg)

Address:

Plot No.2, sector 29, Ponguad office,
Gurgaon.

प्रत्युष सिंह/PRATYUSH SINGH
Sr. Design Engineer (CTU-Planning)
पावर गिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट नं-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)

2. For and on behalf of _____

Signature

Name:

Designation:

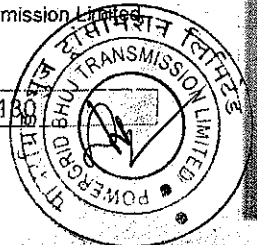
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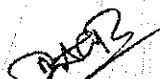
Netra
Netra Wind Pvt Ltd


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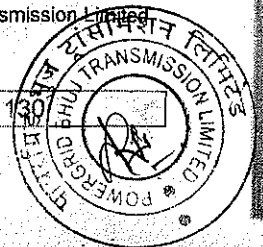
SCHEDULES

Sitac Kabini Renewables Pvt Ltd


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Bhuj-II Transmission Limited



Schedule : 1

[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	Allocated Project Capacity (in MW)
1.	Sitac Kabini Renewables Pvt Ltd		As per PoC Mechanism prescribed by CERC
2.	Adani Green Energy Ltd	ADANI HOUSE, N.C. MITTAL HALL SIX ROADS, NAYRA WAPURA, AHMEDABAD, 380015	As per PoC Mechanism prescribed by CERC
3.	Netra Wind Pvt Ltd		As per PoC Mechanism prescribed by CERC

Note:

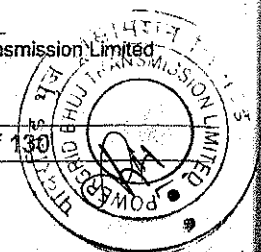
- A. The above list of Long Term Transmission Customers is on date. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA.
- B. The new Long Term Transmission Customers shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 12 to the TSA.
- C. The transmission scheme would be included in National Transmission Pool for recovering transmission charges through PoC mechanism.
- D. While the bidding is being done on the basis of existing SBDs, and the list of LTTC is being provided as per the format of the existing SBDs, the transmission charges will be shared and recovered as per the applicable CERC regulation and will be recovered by the CTU from the Designated ISTS customers (DICs) and disbursed to the TSPs as per the Revenue Sharing Agreement.

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Schedule : 2**Project Description and Scope of Project****1. Description of the Transmission Scheme**

Govt. of India has set a target for establishing 175 GW renewable capacity by 2022 which includes 100 GW Solar, 60 GW Wind generation capacity. This includes wind potential of about 6GW in Bhuj complex, 2GW in Lakadia and 1.5GW in Dwarka. For integration and evacuation of power from generation projects in the above areas, a high capacity 765kV and 400kV transmission system interconnecting Bhuj, Lakadia, Banaskantha, Vadodara & Dwarka along with establishment of 765/400/220kV new substations at Bhuj-II & Lakadia and 400/220kV new substation at Jam Khambhaliya (Dwarka) have been planned.

The subject transmission scheme involves implementation of Bhuj-II PS along with Reconfiguration of Bhuj PS – Lakadia PS 765kV D/c line so as to establish Bhuj-II –Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line. This would help in providing a strong ISTS Grid connectivity to various RE projects coming up in the vicinity of the proposed Bhuj-II Pooling station.

The proposal has been agreed in the 1st meeting of Western Region Standing Committee on Transmission (WRSCT) held on 5.9.2018. The same was agreed in the 3rd ECT meeting held on 21.12.2018 for implementation through TCB route with a commissioning schedule of December 2020 or as per progress of connectivity/LTA applicants at Bhuj-II.

2. Detailed Scope of Work

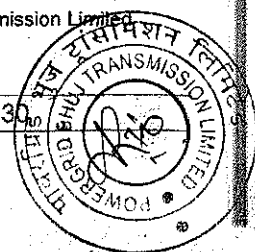
Sr. No.	Scope of the Transmission Scheme	Completion Target	Conductor per phase
1	<p>Establishment of 2x1500MVA (765/400kV), 4x500MVA (400/220kV) Bhuj-II PS (GIS) with 765kV (1x330MVAR) and 420kV (125 MVAR) bus reactor</p> <p>(2x1500MVA(765/400kV), 4x500MVA (400/220kV), 400kV ICT bay – 6 nos., 765kV ICT bay – 2 nos., 220kV ICT bay – 4 nos., 765kV line bay – 4 nos., 220kV line bays – 7 nos., 1x330MVAR - 765kV, 1x125MVAR - 420kV, 765kV reactor Bays -1 no., 420kV reactor Bays - 1 no.)</p> <p>Future provisions: Space for: 765/400kV ICTs along with bays: 2 nos. 400/220kV ICTs along with bays: 5 nos. 765kV line bays: 4 nos.</p>	December 31, 2020	

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	400kV line bays: 6 nos. 220kV line bays: 9 nos 765kV bus reactor along with bays: 1no 400kV bus reactor along with bays: 1no		
2	Reconfiguration of Bhuj PS – Lakadia PS 765kV D/c line so as to establish Bhuj-II – Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line	December 31, 2020	Hexa Zebra ACSR The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for ACSR.

Note:

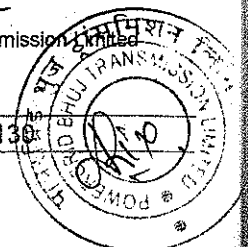
- a. As per MoM of 3rd ECT held on 21.12.2018, it was decided that the scheme is to be implemented by December, 2020.

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SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

- 1.0 The Tower shall be fully galvanized using mild steel or/and high tensile steel sections. Bolts and nuts with spring washer are to be used for connection.
- 2.0 IS Steel section of tested quality in conformity with IS 2062:2011, grade E 250 (Designated Yield Strength 250 Mpa) and/or grade E 350 (Designated Yield Strength 350 MPa) are to be used in towers, extensions, gantry structures and stub setting templates. However, use of steel grade having designated yield strength more than 350 MPa is not permitted.
- 3.0 Towers shall be designed as per IS-802:2015 considering wind zone as per IS-875. However, 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

As per Clause 12.1.2.1 b) 2) of IS 802:2015, Under security condition for tension and dead end towers, the transverse loads due to line deviation shall be the component of 100 percent mechanical tension of conductor and groundwire/ OPGW corresponding to 100% of design wind pressure at everyday temperature or 36% design wind pressure at minimum temperature after accounting for drag coefficient and gust response factor.

As per CEA's technical standards for construction of lines Regulation 2010, Transmission Service Provider (TSP) may adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and/ or deemed necessary.

- 4.0 A) For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing (i.e D/DD/QD-D/DD/QD arrangement).
- B) For power line crossing of 132 kV and 220 kV voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
- C) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
- 5.0 The conductor configuration shall be as follows:-

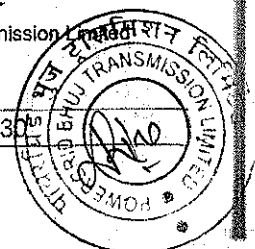
Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy	Sub-conductor Spacing
765kV D/C (Hexa Zebra) transmission lines	Zebra : Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	Stranding details: 61/3.19mm 28.71 mm diameter; 487.5 sq.mm Aluminium alloy area	457 mm

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

- 6.0 The required phase to phase spacing and horizontal spacing for 765 kV shall be governed by the tower design as well as minimum live metal clearances under different insulator swing angles.

The minimum live metal clearances for 765 kV line may be considered as follows:

- (i) Under stationary conditions
From tower body: For 765 kV D/C: 6.1 m
- (ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (25°)	4.4 mtrs
b) Swing angle (55°)	1.3 mtrs

However the phase to phase spacing for 765kV line shall not be less than 15m

- 7.0 The minimum ground clearance for 765 kV transmission lines shall be 15 m, so that maximum electric field does not exceed 10kV/m within the ROW and does not exceed 5kV/m at the edge of the ROW as per international guidelines.
- 8.0 The minimum mid span separation between earthwire and conductor shall be 9.0 m for 765 kV D/C transmission lines. Shielding angle shall not exceed 10 deg for 765 kV D/C transmission lines.
- 9.0 Transposition is to be done for all transmission lines whose length is greater than 100 km. Transposition should be carried out at 1/3 and 2/3 of line length tower positions.
- 10.0 The switching impulse withstand voltage (wet) for 765 kV line shall be 1550 kVp. Lightning impulse withstand voltage (dry) for 765 kV line shall be 2400kVp.
- 11.0 The Fault current for design of line shall be 50 kA for 1 sec for 765 kV.
- 12.0 Porcelain/ Glass disc insulators or Porcelain Longrod insulators having specific minimum creepage distance of 20 mm/kV can be used for locations in light/ medium pollution areas and silicone rubber polymer insulators with specific minimum creepage distance of 31 mm/kV, can be used for locations coming in areas with higher pollution level.
- 13.0 Each tower shall be earthed such that tower footing resistance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance at tension tower for direct earthing of both shield wires.
- 14.0 Since, the transmission lines are passing through coastal/ creek regions, the fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 gms / sq m of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610gms/ 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.

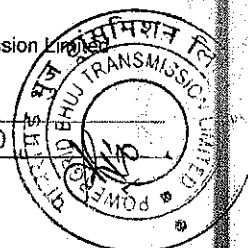
For foundation in creek or aggressive soil areas, Concrete of M30 Grade design Mix conforming to IS 456 and epoxy coated reinforcement as per IS 13620 shall be used.

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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed Bhuj-II PS (New) substation shall be gas insulated switchgear (GIS) type generally confirming to the requirement of CEA regulation for construction of sub-station.

1.0 Salient features of 765/400/220kV GIS Substation Equipment and Facilities

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

2.0 Insulation Coordination

420kV System would be designed to limit the Switching overvoltage to 2.5 pu and is expected to decay to 1.5 p.u. in 5 to 6 cycles. Consistent with these values and protective levels provided by lightning arrestors, the following insulation levels are proposed to be adopted for 420 KV & 245kV systems:

		<u>765kV</u>	<u>420 KV</u>	<u>245kV</u>
a.	Impulse withstand voltage for - Transformer and reactors - for other Equipment - for insulator strings	1950kVp 2100kVp 2100kVp	1300 kVP 1425 kVP 1550 kVP	950 kVP 1050 kVP 1050 kVP
b.	Switching surge withstand voltage	1550kVp	1050kVP	-NA-
c.	Minimum creepage distance - for insulator strings - for other Equipment	24800 mm 24800 mm	13020 mm 13020 mm	7595 mm 7595 mm
d.	Max. fault current	50 kA	63 kA	50kA
e.	Duration of fault	1 Sec	1 Sec	1 Sec
f.	Corona extinction voltage	508kV rms	320kV rms	156kV rms

3.0 Switching Schemes

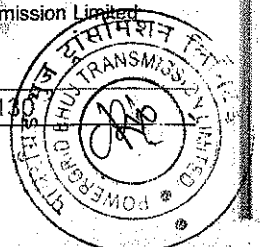
It is essential that the system should remain secured even under conditions of major equipment or bus-bar failure. Sub-stations being the main connection points have large

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influence on the security of the system as a whole. The selection of the bus switching scheme is governed by the various technical and other related factors. One & Half breaker bus scheme has been considered for 765kV, 400kV side of the substation and Double Main bus scheme for the 220kV side due to their merits in terms of reliability, security, operational flexibility and ease of maintenance of equipment.

Substation		765kV side	400kV side	220kV side
765/400/220kV Substation at Bhuj-II	GIS	One & half breaker	One & half breaker	Double Main

4.0 Substation Equipment and Facilities

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipment shall be designed considering the transmission line capacity.

Current rating for various feeders & bus bar are as follows:

S.No	Description of bay	765kV	400 kV	220 kV
1	Bus Bar	4000	4000A	3000A
2	Line bays	3150	3150	1600A
3	ICT bays	3150	3150	1600A
4	Bus Reactor bays	3150	3150	NA
5	Bus coupler bays	NA	NA	2500A

However, current rating of all equipment in one diameter shall be the highest current rating required for connected line/ICT so that system could operate without any constraint in case of outage of any bus bar.

4.1 765/400/220KV GIS Substation equipment

GIS (Gas Insulated Switchgear) shall be indoor type and 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 including CT, PT etc. shall be GIS type. Surge Arrestors used for transformer/Reactor connections will be AIS or GIS type. 765kV and 400kV scheme shall be designed in such a way that it shall be possible to use line reactors (if provided) as bus reactors, in case of outage of line, to control bus voltage. Local control cabinets (LCC) shall be provided as per requirement. The alarm & annunciation of GIS equipment shall be wired to SCADA System.

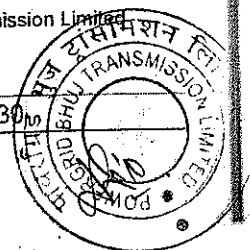
The GIS assembly shall consist of separate modular compartments e.g. Circuit Breaker compartment, Bus bar compartment filled with SF6 Gas and separated by gas tight partitions so as to minimize risk to human life, allow ease of maintenance and limit the effects of gas leaks failures & internal arcs etc. These compartments shall be such that maintenance on one feeder may be performed without de-energizing the adjacent feeders. 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 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.

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To add equipment, it shall not be necessary to move or dislocate the existing switchgear bays. As the GIS is likely to be extended in future the 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.

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.

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

Service continuity requirement for GIS:

The GIS equipment with the given bus switching arrangement is 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.

During the above following Service continuity conditions shall be ensured to the extent possible :

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

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

Adequate number of UHF sensors shall be provided in the offered GIS along with suitable PD measuring instrument 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*).

4.1.1 Circuit Breakers

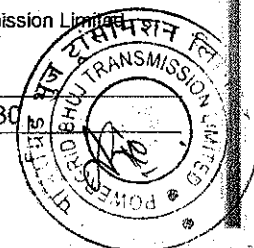
GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms for 765kV, 420KV breaker and 60 ms for 245kV breaker. 765kV, 420 kV & 245 kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 765kV lines shall be provided with pre insertion closing resistor of about 450 ohms maximum with 9 ms

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minimum insertion time. Further, the Circuit breakers controlling 400kV lines of more than 200km length shall also be provided with pre insertion closing resistor of about 400 ohms maximum with 9 ms minimum insertion time. 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 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 and in Main & Tie circuit breakers of Transformers, line with non-switchable line reactors and Bus reactors. Further, it shall be possible to use line reactors as bus reactors, in case of outage of line.

4.1.2 Isolators

The isolators shall comply to IEC 62271-102 in general. Isolators shall be motor (DC powered) operated. 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 earth switches shall be motor operated type.

4.1.3 Current Transformers

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps. 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. 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.

4.1.4 Voltage Transformer

The voltage transformers shall conform to IEC- 61869 Voltage transformers shall be of the 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 transformers shall be effectively shielded against high frequency electromagnetic transients. The voltage transformers 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 core -I & II for 765kV, 400 kV shall be 0.5/3P and for 220 kV shall be 3P. The accuracy of 0.2 on secondary III should be maintained throughout the entire burden range up to 50 VA on all the three windings without any adjustments during operation

4.1.5 SF6 to Air Bushing

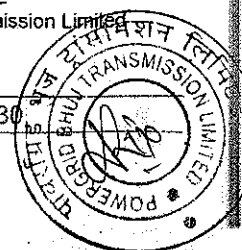
Outdoor bushings, for the connection of conventional external conductors to the SF6 metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC -60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/kV considering polluted area. 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.

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Polymer / composite insulator shall be seamless sheath of a silicone 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 silicone composite insulators shall comply with the requirements of the IEC publications IEC 61462 and the relevant parts of IEC 62217.

4.2 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 and shall be of SF6 Type. The rated break time shall not exceed 40 ms for 400kV & 765kV circuit breakers and 60 ms for 220kV circuit breakers. 765kV, 400kV, 220kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 765kV lines shall be provided with pre insertion closing resistor of about 450 ohms maximum with 9 ms minimum insertion time. Further, the Circuit breakers controlling 400kV lines of more than 200km length shall also be provided with pre insertion closing resistor of about 450 ohms maximum with 8 ms minimum insertion time. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. 765kV and 400kV Circuit Breaker shall be equipped with controlled switching device for controlling of transformer and shunt reactor. The controlled switching device shall be provided in 765kV & 400kV Circuit breaker of switchable line reactor and in Main & Tie circuit breakers of Transformers, line with non-switchable line reactors and Bus reactors.

4.3 Isolators(AIS)

The isolators shall comply to IEC 62271-102 in general. 765kV Isolator design shall be double break or vertical break or knee-type. 400 kV and 220kV Isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches are provided at various locations to facilitate maintenance. Isolator rated for 765kV, 400kV and 220kV shall be of extended mechanical endurance class - M2 and all earth switches shall be class M0 as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 765kV, 400kV and 220kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B and short circuit making capability class E- 0.

4.4 Current Transformers(AIS)

Current Transformers shall comply with IEC 61869-1 & 61869- 2 in general. All ratios shall be obtained by secondary taps. Generally, Current Transformers (CT) for 400kV and 765kV 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.

4.5 Capacitor Voltage Transformers(AIS)

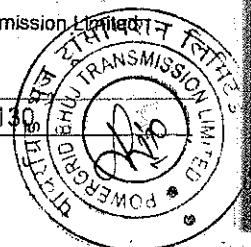
Capacitive Voltage transformers shall comply to IEC 61869-1 & 61869-5 in general. These shall have three secondaries out of which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and for metering core shall be 0.2. The Capacitive voltage transformers 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. 765kV Line CVTs shall be of 8800pF.

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4.6 Surge Arresters(AIS)

Station class current limiting, heavy duty gapless type Surge arresters conforming to IEC 60099-4 in general shall be provided. The rated voltage of Surge arrester and other characteristics are chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, transformers & Reactor so as to achieve proper insulation coordination. Porcelain housing if provided for SA shall be fitted with pressure relief devices and diverting ports suitable for preventing shattering of porcelain housing providing path for the flow of rated currents in the event of arrester failure.

4.7 (765/√3) / (400/√3) / 33 kV 500MVA, Single Phase Autotransformer

Transformer shall conform to IEC 60076 in general. The transformer and all its accessories including bushing/ built in CTs etc shall be designed to withstand thermal and mechanical stresses caused by symmetrical or asymmetrical faults on any terminals. Mechanical strength of the transformer shall be such that it can withstand 3-phase and 1-phase through fault for transformer rated voltage applied to HV and / or IV terminals of transformer. The short circuit shall alternatively be considered to be applied to each of the IV, HV and tertiary (LV) transformer terminals. The tertiary is not considered to be connected to source. The maximum short circuit output current at the tertiary terminals shall be limited to a safe value to make the transformer short circuit proof. The Tertiary winding shall be designed to withstand mechanical and thermal stresses due to dead short circuit on its terminals. However, the cooling for continuous thermal rating of the tertiary winding shall be of at least 5 MVA capacity.

Core shall be constructed from high grade, non-ageing cold rolled super grain oriented silicon steel laminations (HI-B or better grade). The maximum flux density in any part of the core and yoke at the rated MVA, voltage and frequency shall not exceed 1.9 Tesla at all tap positions during 10% continuous over voltage condition. The Transformers shall withstand without damage and over-heating due to over fluxing conditions of 110% for continuous, 125% for 1 minute and 150% for 5 seconds.

All the windings shall be capable of withstanding the Dielectric, mechanical and thermal stresses which may be caused by switching, dead short circuit on its terminals. Transfer surge at tertiary shall not exceed 250kVp during lightning impulse and switching impulse from HV & IV Terminals. The air core reactance of the HV winding shall be not less than 25%. External or internal reactors shall not be used to achieve the specified HV/LV and IV/LV impedances.

The transformer shall be complete with all required accessories, Bushing CTs, Neutral CT (outdoor type), cooler control cabinet, individual and common marshalling box, RTCC etc as required for satisfactory operations of transformer. The transformer shall be provided with IEC 61850 compliant digital RTCC relay having automatic voltage regulating features to operate OLTC including parallel operation of transformers. Neutral of the transformer shall be solidly grounded.

HV & IV bushings shall be porcelain / composite type and hermetically sealed oil filled condenser type. LV bushing shall be of RIP (resin impregnated paper condenser) with composite insulator type.

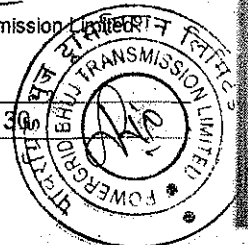
The Technical Particulars / Parameters of Transformer are given below:

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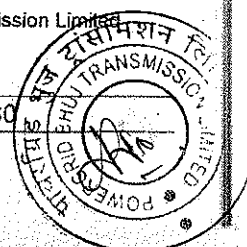
Sr	Description	Unit	Parameters
1	Rated Capacity: HV/IV/LV	MVA	500MVA, 1- phase
2	Voltage ratio (Phase Voltage)	kV	$(765/\sqrt{3}) / (400/\sqrt{3}) / 33$ kV
3	Vector Group (3 -ph)		YNaoD11
4	Cooling		ONAN/ONAF/(OFAF or ODAF) OR ONAN/ONAF1/ONAF2
5	Rating at different cooling	%	60/80/100
6	Impedance at 75 Deg C		Tolerances as per IEC
	HV - IV	%	At Max. / Principal / Min. Voltage tap: 12.8 / 14.0 / 16.3
	HV - LV		At Max. / Principal / Min. Voltage tap: 160 / 195 / 240
	IV - LV		At Max. / Principal / Min. Voltage tap: 150 / 180 / 220
7	Temp. rise over 50deg C Ambient Temp	Deg. C	Top oil: 40, Winding: 45, Hotspot: 59
8	Losses		
a)	Maximum No- Load Loss at rated voltage and frequency	kW	70
b)	Maximum Load Loss at rated current and 75°C	kW	450
c)	Maximum Auxiliary Loss at rated voltage and frequency	kW	10

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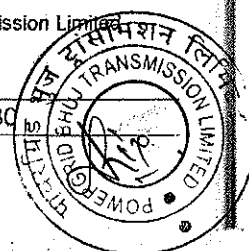
Sr	Description	Unit	Parameters
9	Windings		
i)	Insulation Level (LI/SI/PF)		kVp/kVp/kVrms
	HV		1950/1550/-
	IV		1300/1050/570
	LV		250/-/95
	Neutral		170/-/70
ii)	Tan delta of windings	%	< 0.5
10	Tap Changer on the neutral side of the winding & Tapping details		OLTC with range $\pm 5.5\%$ for HV variation in step of 0.5%, 22 steps
11	Partial discharge (PD) level at 1.58 x 765kV /N3	pC	< 100
12	Noise level at rated voltage and at principal tap at full load and all cooling active	dB	< 80
13	Insulating oil		virgin high grade inhibited, conforming to IEC-60296
14	Bushing		
a	Rated voltage : HV/IV/LV/Neutral	kV	800/420/52/36
b	Rated current (Min.): HV/IV/LV/Neutral	A	2500/2500/3150/3150
c	Insulation Level (LI/SI/PF)		kVp/kVp/kVrms
	HV		2100/1550/970
	IV		1425/1050/695
	LV		250/-/105
d	Neutral		170/-/77
e	Tan delta of bushings	%	< 0.4
	PD Level of Bushing at Um	pC	< 10

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4.8 400/220/33kV , 500MVA 3-Phase Power Transformer

Transformer shall conform to IEC 60076 in general. The 500 MVA transformers shall be designed based on design of dynamic short circuit tested 315 MVA transformers. The transformer and all its accessories including bushing/ built in CTs etc shall be designed to withstand thermal and mechanical stresses caused by symmetrical or asymmetrical faults on any terminals. Mechanical strength of the transformer shall be such that it can withstand 3-phase and 1- phase through fault for transformer rated voltage applied to HV and / or IV terminals of transformer. The short circuit shall alternatively be considered to be applied to each of the HV, IV and tertiary (LV) transformer terminals. Tertiary is not considered to be connected to source. The maximum short circuit output current at the tertiary terminals shall be limited to a safe value to make the transformer short circuit proof. The Tertiary winding shall be designed to withstand mechanical and thermal stresses due to dead short circuit on its terminals. However, the cooling for continuous thermal rating of the tertiary winding shall be of at least 5 MVA capacity.

Core shall be constructed from high grade, non-ageing, cold rolled high permeability grade (as per BIS / IEC) or better grain oriented silicon steel laminations. The maximum flux density in any part of the core and yoke at the rated MVA, voltage and frequency shall not exceed 1.9 Tesla at all tap positions during 10% continuous over voltage condition. Transformers shall withstand without damage and over-heating due to over fluxing conditions of 110 % for continuous, 125 % for 1 minute and 140 % for 5 seconds.

All the windings shall be capable of withstanding the dielectric, mechanical and thermal stresses which may be caused by switching, dead short circuit on its terminals. Transfer surge at tertiary shall not exceed 250kVp during impulse and switching impulse from HV & IV Terminals. The tertiary windings shall be suitable for connection of reactors or capacitors which would be subjected to frequent switching and shall be suitable for connection to LT Transformer for auxiliary supply. The air core reactance of HV winding of transformer shall not be less than 20% for 400kV class Transformer. External or internal reactors shall not be used to achieve the specified HV/IV, HV/LV and IV/LV impedances.

Transformers shall be fitted with two cooler banks, each capable of dissipating 50 per cent of the loss at continuous maximum rating. Transformer shall be capable of operating at full load for 20 minutes in the event of failure of the oil circulating pump or blowers associated with one cooler bank and for at least ten (10) minutes in the event of total failure of power supply to cooling fans and oil pumps, without winding hot spot temperature exceeding 140 deg C. Transformer shall be designed so that tank hotspot shall not exceed 130 deg C, considering maximum ambient temperature of 50 Deg. C.

The transformer shall be complete with all required accessories, Bushing CTs, cooler control cabinet, individual and common marshalling box, RTCC etc as required for satisfactory operations of transformer. The transformer shall be provided with IEC 61850 compliant digital RTCC relay having automatic voltage regulating features to operate OLTC including parallel operation of transformers. Neutral of the transformer shall be solidly grounded.

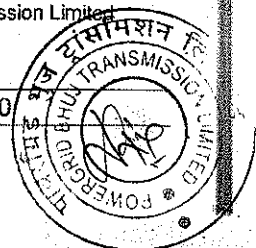
Bushing for voltage of 52 kV and above shall be RIP (resin impregnated paper condenser) bushing with composite polymer insulator. 36 kV bushing shall be solid porcelain or oil communicating type.

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The major technical particulars / parameters of transformer are given below:

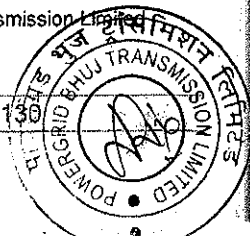
The Technical Particulars / Parameters of 500MVA, 400/220/33kV, 3-Phase Autotransformer			
	Description	Unit	Technical Parameters
1.	Rated Capacity : HV/IV/ LV (Tertiary)	MVA	500/500/166.67
2.	Voltage ratio (Line to Line)		400/220/33
3.	Vector Group (unless specified differently elsewhere)		YNaOd11
4.	Cooling		ONAN/ONAF/(OFAF or ODAF) or ONAN/ONAF1/ONAF2
5.	Rating at different cooling above	%	60/80/100
6.	Type of Transformer		Constant Ohmic impedance type
7.	Impedance at 75 Deg C		
	HV – IV (with tolerance as per IEC)	%	At Max./ Principal/ Min. Voltage Tap: 10.3/12.5/15.4
	HV - LV	%	At Principal tap(minimum) : 60
	IV - LV	%	At Principal tap (minimum): 45
8.	Losses		
a)	Maximum No-Load Loss at rated voltage and frequency	kW	90
b)	Maximum Load Loss at rated current and 750C	kW	500
c)	Maximum Auxiliary Loss at rated voltage and frequency	kW	15

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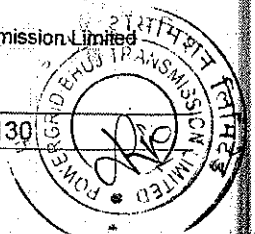
The Technical Particulars / Parameters of 500MVA, 400/220/33kV, 3-Phase Autotransformer			
	Description	Unit	Technical Parameters
9.	Max. Temperature rise over 50 deg C ambient Temp	Deg. C	Top oil: 50 & Winding: 55
10.	Windings		
	i) Insulation Level (LI/SI/PF)		kVp/kVp/kVrms
	HV		1300/1050/570
	IV		950/-395
	LV		250/-95
	Neutral		95/-38
	ii) Tan delta of winding	%	< 0.5
11.	Tap Changer & Tappings		OLTC with range $\pm 10\%$ for HV variation in the step of 1.25%, 16 steps, on 220kV side of series winding
12.	Maximum Partial discharge (PD) level at $1.58 \cdot U_r / \sqrt{3}$	pC	100
13.	Noise level at rated voltage and at principal tap at no load and all cooling active	dB	< 80
14.	Bushing		
	i) Rated voltage (HV/IV/LV/Neutral)	kV	420/245/52/36
	ii) Rated current (Min.) HV/IV/LV/Neutral	A	1250/2000/3150/2000
	iii) Insulation Level (LI/SI/PF)		kVp/ kVp/ kVrms
	HV		1425/ 1050/ 695
	IV		1050/ 850/ 505
	LV		250/ -/ 105

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The Technical Particulars / Parameters of 500MVA, 400/220/33kV, 3-Phase Autotransformer

	Description	Unit	Technical Parameters
	Neutral		170/ -177
iv)	Tan delta of bushings HV/IV/LV	%	< 0.4
v)	Max. PD of bushings at level Um	pC	10
15.	Insulating Oil		virgin high grade inhibited, conforming to IEC-60296

4.9 765/√3 kV , 110MVAR Single Phase Shunt Reactor

Reactor shall conform to IEC 60076 in general. The reactor shall be designed to withstand the over-voltages repeatedly without risk of failure at 1.05 Um continuously, 1.25 Um for 1 minute and 1.50 Um for 5 seconds (where Um is 800/√3 kV). The reactors shall be designed for switching surge overvoltage of 1.9 p.u. and temporary over voltage of the order of 1.4 p.u. for about 10 cycles followed by power frequency overvoltage upto 830 kVrms for about five minutes. The reactor shall withstand the stress due to above transient dynamic conditions which may cause additional current flow as a result of changed saturation characteristics/slope beyond 1.25 p.u. voltage.

The shunt reactor shall be of either gapped core type or magnetically shielded air core type (shell type) construction. The impedance ratio (X0/X1) specified shall be achieved adopting by either single phase construction in separate tanks or 3 limb core construction. In case of coreless construction, a magnetic shield shall be provided around the coreless coils and non-magnetic material sheet shall form the central core to minimize the vibrations. Core shall be constructed from state of the art low loss electrical steel laminations of conventional grade (as per BIS)/ regular grade as per IEC) or better.

Shunt Reactors shall be capable of operating continuously at a voltage 5% higher than their rated voltage and thermal and cooling system shall be designed accordingly considering maximum ambient temperature as 50 Deg C.

The reactor shall be (if required) complete with all required accessories, Bushing CTs, Neutral CT (outdoor type), individual and common marshalling box etc as required for satisfactory operations of reactor. HV bushing shall be porcelain / composite type and hermetically sealed oil filled condenser type. Neutral Bushing shall be 145kV RIP (resin impregnated paper condenser) with composite insulator type.

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


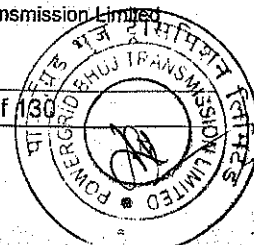
The Technical Particulars / Parameters of Reactor are given below:

Sr. No.	Description	Unit	Parameters
1	Rated Capacity at $765/\sqrt{3}$ kV	MVAR	110/80 (as specified), 1-phase
2	Rated Voltage (U_r)	kV	$765/\sqrt{3}$
3	Maximum continuous operating voltage (U_m)	kV	$800/\sqrt{3}$
4	Cooling System		ONAN
5	Permissible current unbalance among different phases		$\pm 1\%$
6	Crest value of Third Harmonic content in phase current at rated voltage with sinusoidal wave form	%	$\leq 3\%$ of the crest value of fundamental
7	Range of		Up to 1.25 p.u. voltage
8	Tolerance on current	%	0 to +5% for a single phase unit $\pm 1\%$ for between units
9	Ratio of zero sequence reactance to positive reactance (X_0/X_1)	Range	0.9 - 1.0
10	Max. Temp. rise over 50 deg C Ambient Temp and Voltage at $800/\sqrt{3}$ KV		Top oil/Winding/Hotspot: 40/45/59

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Sr. No.	Description	Unit	Parameters
11.	Losses		
i)	Losses for 110MVAR, 765kV, 1-phase Reactor		
a)	Maximum Load Loss at rated voltage and frequency and 75°C	kW	120
12	Windings		
i)	Insulation level (LI/SI/PI)		kVp / kVp / kVrms
	HV		1950/1550/830 (Ph-Earth) for 5 min.
	Neutral		550/-230
ii)	Tan delta of windings	%	< 0.5
13	Vibration at 800/√3 kV and rated frequency	micron	≤ 200 microns peak to peak
14	Noise level at at 800/√3 kV and rated frequency	dB	≤ 80dBA
15	Insulating Oil		virgin high grade inhibited, conforming to IEC-60296
16	Partial discharge (PD) level at 1.58 Ur / √3	pC	< 100

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Sr. No.	Description	Unit	Parameters
17	Bushing		
i)	Rated voltage: HV / Neutral	kV	800/145
ii)	Rated current (Min.): HV / Neutral	A	2500/1250
iii)	Insulation level (LI/SI/PF)		kVp / kVp / kVrms
	HV		2100/1550/970
	Neutral		650/-/305
iv)	Tan delta of bushings:	%	< 0.4
v)	PD of Bushing at Um:	pC	< 10

4.10 400kV 125MVar, 3-Phase Shunt Reactors

Reactor shall conform to IEC 60076-6 in general. The reactor shall be designed to withstand the over-voltages repeatedly without risk of failure at 1.05 Ur continuously, 1.25 Ur for 1 minute and 1.50 Um for 5 seconds (where Ur is 420kV). The reactors shall be designed for switching surge overvoltage of 2.5 p.u. and temporary overvoltage of 2.3p.u. for few cycles followed by power frequency overvoltage upto 1.5 p.u. The reactor must withstand the stress due to above transient dynamic conditions which may cause additional current flow as a result of changed saturation characteristics/slope beyond 1.5 p.u. voltage.

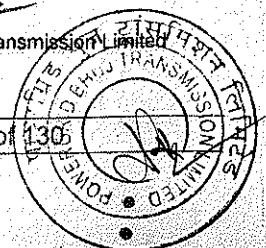
The reactor shall be of either gapped core type or magnetically shielded air core type (shell type) construction. The impedance ratio ($X0/X1$) specified shall be achieved by adopting either single phase construction in separate tanks or three phase with 3 limb or 5 limb core construction. In case of coreless construction, a magnetic shield shall be provided around the coreless coils and non-magnetic material sheet shall form the central core to minimize the vibrations. Core shall be constructed from state of the art low loss electrical steel laminations of conventional grade (as per BIS)/ regular grade as per IEC) or better.

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Shunt Reactors shall be capable of operating continuously at a voltage 5% higher than their rated voltage without exceeding winding and tank hot spot temperature 140 Deg and 130 Deg Celsius respectively, considering maximum ambient temperature as 50 Deg C.

The reactor shall be complete with all required accessories, Bushing CTs, individual marshalling box etc as required for satisfactory operations of reactor. HV and Neutral bushings shall be RIP (resin impregnated paper condenser) with composite insulator type.

The Technical Particulars / Parameters of Shunt Reactor are given below:

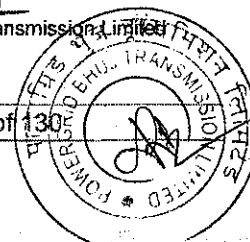
The Technical Particulars / Parameters of 420kV, 3-Phase Shunt Reactor			
Sl. No.	Description	Unit	Parameters
	Rated Voltage, Ur (1p.u)	kV	420
	Rated Capacity at 420 kV	MVAR	125/80/63 (as applicable)
	Cooling System		ONAN
	Permissible current unbalance among different phases	%	±2
	Crest value of Third Harmonic content in phase current at rated voltage with sinusoidal wave form	%	≤ 3% of the crest value of fundamental
	Range of constant Impedance		Up to 1.5 p.u. voltage
	Tolerance on current	%	0 to +5%
	Ratio of zero sequence reactance to positive reactance (X0/X1)	Range	0.9 - 1.0

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The Technical Particulars / Parameters of 420kV, 3-Phase Shunt Reactor			
Sl. No.	Description	Unit	Parameters
	Max. Temperature rise over 50 deg C Ambient Temp at rated voltage	Deg.C	Top oil: 40 & Winding: 45
	Losses for 420kV, 3-phase Reactor		
a)	Maximum Load Loss at rated voltage, frequency and 75°C (for 125 MVAR)	kW	160
b)	Maximum Load Loss at rated voltage, frequency and 75°C (for 80 MVAR)	kW	115
c)	Maximum Load Loss at rated voltage, frequency and 75°C (for 63 MVAR)	kW	100
	Windings		
a)	Insulation level (LI/SI/PF)		kVp/ kVp / kVrms
i)	HV		1300/1050/-
ii)	Neutral		550/-230
b)	Tan delta of windings	%	< 0.5
	Maximum partial discharge (PD) level at 1.58 Ur / $\sqrt{3}$	pC	100
	Vibration at rated		≤ 200 microns peak to peak

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The Technical Particulars / Parameters of 420kV, 3-Phase Shunt Reactor			
Sl. No.	Description	Unit	Parameters
	voltage and frequency		
	Noise level at rated V & F	dB	<80
	Bushing		
a)	Rated voltage : HV / Neutral	kV	420/145
b)	Rated current (Min.) HV / Neutral	A	800/800
c)	Insulation level (LI/SI/PF)		kVp/ kVp / kVrms
i)	HV		1425/1050/695
ii)	Neutral		650/-/305
d)	Tan delta of bushings : HV / Neutral (at ambient temperature)	%	< 0.4
e)	PD of bushings at level Um (Um=420kV)	pC	<10
	Insulating Oil		virgin high grade inhibited, conforming to IEC-60296

4.11 Protection & Control

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipments 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.

a) Transmission Lines Protection

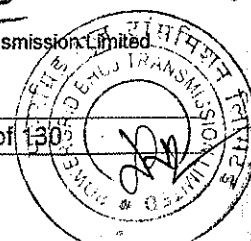
765kV, 400 kV and 220 kV lines shall have MAIN-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 765kV, 400 kV and 220 kV lines shall also have MAIN-II numerical distance protection scheme like Main-I but from different make that of MAIN-I. Line Current Differential as Main-I & Main-II may be considered, for short lines (line length below 30 km) having Fiber Optic communication

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link. 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.

All 765kV, 400 kV lines shall also be provided with two-stages over voltage protection. Further, all 765/400/220 kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

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

b) Auto Transformer Protection

These shall have the following protections:

- i) Numerical Differential protection
- ii) Numerical Restricted earth fault protection
- iii) Numerical Over-current and earth fault protection on HV & MV side
- iv) Numerical Over fluxing protection on HV & MV side
- v) Numerical Overload alarm
- vi) Numerical Back up Impedance protection on HV&MV Side for 765kV ICT and HV side for 400/220kV ICT.

Further, Numerical Back-up Over-current and earth fault protection on HV & MV 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 BUCHOLZ 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 open delta protection is required to 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) 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

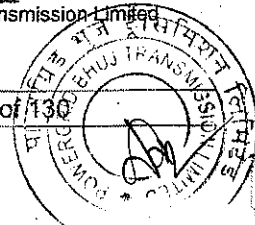
Besides these, reactors shall also be provided with Bucholz relay, protection against oil and winding temperatures & pressure relief device etc.

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d) Numerical 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 765kV, 400kV and 220kV buses. Duplicated bus bar protection is envisaged for 765kV, 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.

For existing substations, the existing bus bar protection shall be augmented wherever required.

e) Numerical Local Breaker Back up Protection

This shall be provided for each 765kV, 420 kV and 245KV breakers and will be connected to de-energize the affected stuck breaker from both sides.

f) 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 Optic 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. SAS shall be equipped with the facility of remote operation and by providing remote HMI and suitable communication link, the substation can be controlled from a remote location. Necessary gateway & modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in Substation Automation System. The Automation System shall be provided with the facility of communication and control for remote end operation.

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.

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.

4.12 Control Concept

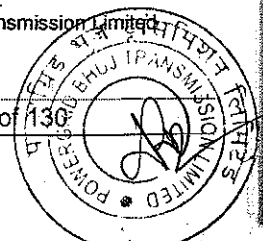
All the EHV breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room and remote control center. Each breaker

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would have two sets of trip circuits which would be connected to separately fused DC supplies for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only

4.13 PLCC

Power line carrier communication (PLCC) equipment complete for speech transmission line, teleprotection commands and data channels shall be provided on each 400kV & 765kV transmission line. The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels. 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.

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

Coupling devices shall be suitable for 8800/4400pF, 400kV CVT & 8800pF, 765kV CVT with phase to phase coupling. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for the 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 the necessary protective devices such as lightning arresters for the protection of tuning device and shall be equipped with corona rings. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

The carrier terminals shall be of single side - band (SSB) amplitude modulation (AM) type and shall have 4 KHz band width. PLCC Carrier terminal & Protection coupler shall be considered at both ends of line.

Wherever Fibre Optic/OPGW based telecommunication terminal equipment (i.e. SDH/MUX) are being provided; the same shall be utilized for Data, Voice and line protection applications. For protection purposes, Digital Protection Couplers (DPCs) shall be included at both ends. However, for line protection application, back up communication channel/link may be considered as per requirement so as to take care of OPGW/Telecommunication equipment outage.

Addition/Modification/shifting/re-commissioning etc. of PLCC due to LILO of transmission lines shall be covered.

All other associated equipment like cabling, coupling device and HF cable shall also be provided by the bidder. The wave traps of the above PLCC and 48 V DC Power supply shall be provided by the respective substation bay owner.

4.14 Substation Support facilities

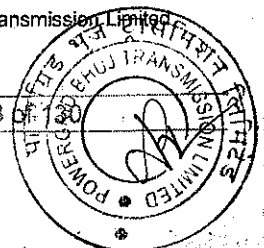
Certain facilities required for operation & maintenance of substations as described below shall be provided in new substation. In existing substation, these facilities have already been provided and would be extended/ augmented, wherever required.

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4.14.1 AC & DC power supplies

For catering to the requirements of three phase & single phase AC supply and DC supply for various substation equipment, the following arrangement is envisaged:-

- i) For LT Supply at each new Substation, two (2) nos. 800 kVA LT Transformers shall be provided out of which one shall be connected with SEB supply and other one shall be connected to tertiary of either 765/400/33kV or 400/220/33 kV transformer.
- ii) 2 Nos. batteries of 220V for control & protection and 2 Nos. 48V batteries for PLCC/ Communication equipment shall be provided at each new Substation. Each battery bank would have a float-cum-boost charger. Battery shall be of VRLA type.
- iii) Suitable AC & DC distribution boards and associated LT Switchgear would be provided at new Substations. For Substation Extensions, existing facilities shall be augmented as required. For new substations following switch boards with minimum rating as is specified here under shall be considered with duplicate supply
 - (a) 415V Main switch board – 1 no.
 - (b) AC distribution board – 1 no.
 - (c) Main lighting distribution board – 1no.
 - (d) Emergency lighting distribution board – 1no.
 - (e) 220 volt DC distribution board – 2nos.
 - (f) 48 volt DC distribution board – 2nos.
- iv) In new Substations, one No. 500 KVA DG set shall be provided for emergency applications.
- v) In new substations, sizing of battery and charger shall be done based on the number of bays specified (including future bays as specified) however the rating of battery & charger shall not be less than as specified below.

S.No	Battery		Charger	
	220 V	48V	220V	48V
Bhuj-II (GIS) PS	1000Ah	1000Ah	130A	130A

- vi) For substation extensions, existing facilities shall be augmented as required.

4.14.2 Fire Fighting System

Fire-fighting system in general conforms to fire insurance regulations of India. The fire-fighting system is proposed with both AC motor & diesel engine driven pumps housed in a fire fighting pump house building along with water storage tank of adequate capacity. Automatic heat actuated emulsifying system is proposed for transformers & reactors. In addition for alarm system based on heat/smoke detectors are proposed to be installed at sensitive points in a substation e.g. Cable Vault, Control Room building and other buildings etc. Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. Further the main header of firefighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

Optical beam fire detector shall be provided in line with TAC guideline for 765kV GIS Hall, if height of GIS hall is more than 10 meters.

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At existing substations, the fire-fighting systems if already available would be extended for meeting the additional requirements.

4.14.3 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 tanks of adequate capacities for storage of transformer oil would be provided.

4.14.4 TSP to provide SF6 gas filling & handling equipment, SF6 leakage detector, SF6 gas analyzer at the new GIS Substation for satisfactory performance of GIS.

4.14.5 Illumination

Adequate normal & emergency AC & DC illumination shall be provided 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 luminaries.

4.14.6 Control Room

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

4.14.7 GIS hall

The Gas Insulated Switchgear (GIS) of each voltage other associated equipment shall be housed separately and inside in the GIS buildings. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels 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 future bays/ diameters shall be accommodated in the above room. 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 each for GIS hall of suitable capacity shall be provided for erection & Maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room. The crane shall 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.

4.14.8 General Facilities

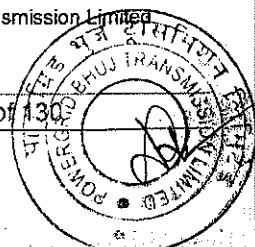
1. TSP has to provide 1 number single phase 765/400/33 spare Transformer such that Spare Unit connection to 3-ph bank of 765kV Class Transformers with isolator based switching arrangement can be done without physical shifting of spare unit along with

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necessary Neutral Formation, Earthing Arrangement & Tertiary (DELTA) formation for 3-ph bank formation with 1-ph units. Necessary arrangement for spare transformer switching on both 765kV and 400kV side shall be done through auxiliary GIS bus bar module comprising of Auxiliary bus bar enclosure running across the length of the switch gear to inter-connect the spare unit of ICT with all ICT bay Modules through GIS Duct with provision of extension for future ICT.

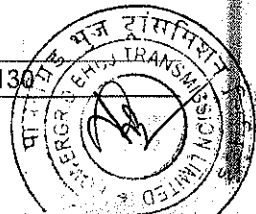
2. TSP has to provide 1 number single phase 765kV spare Reactor such that Spare Unit connection to 3-ph bank of 765kV reactor with isolator based switching arrangement can be done without physical shifting of spare unit along with necessary Neutral Formation, Earthing Arrangement formation for 3-ph bank formation with 1-ph units. Necessary arrangement for spare reactor switching shall be done through auxiliary GIS bus bar module comprising of Auxiliary bus bar enclosure running across the length of the switch gear to inter-connect the spare unit of Reactor with all Reactor bay Modules through GIS Duct with provision of extension for future Reactor.

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Technical Requirement of Communication System

Reconfiguration of Bhuj PS – Lakadia PS 765kV D/c line so as to establish Bhuj-II – Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line:

On 765kV D/C line between Bhuj PS and Bhuj - II , one OPGW containing 24 Fibers is to be installed by the TSP in place of conventional earth wire during the construction of line and shall be done from gantry of Bhuj PS gantry of Bhuj – II S/s. The OPGW shall be terminated in a Joint Box to be provided by TSP at both the ends. After reconfiguration TSP shall be responsible for all the arrangements for providing OPGW connectivity between Bhuj-II and Lakadia S/s as well as Bhuj PS and Bhuj-II S/s.

Establishment of Bhuj-II PS (GIS):

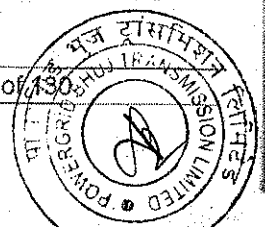
- (i) TSP shall provide 96 Fiber FODP and 24F Approach Cable at Bhuj-II PS (GIS) which shall be connected to OPGW on 765kV Bhuj-II PS (GIS) – Lakadia PS and 765kV Bhuj-II PS (GIS) – Bhuj PS D/c line.
- (ii) TSP (Transmission Service Provider) shall provide STM-16 SDH equipment at Bhuj-II PS (GIS) and at repeater stations (if any) along with necessary interfaces to meet the voice and data communication requirement and shall be integrated with the remote end wideband nodes i.e. Bhuj PS & Lakadia S/s.
- (iii) TSP (Transmission Service Provider) shall also provide necessary optical interfaces and/or new STM-16 SDH equipment (as required) at Bhuj PS & Lakadia S/s wideband nodes to meet the Fibre optic communication connectivity of these stations.
- (iv) In case of repeater station requirement, TSP shall provide Repeater shelter along-with DG set, provisioning for AC and DC supply and other associated systems.
- (v) The integration of Communication equipment with centralized NMS at regional level shall be responsibility of TSP. Configuration work in centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment in the Centralized NMS shall be ensured by TSP.
- (vi) TSP shall install required no. of Phasor Measurement Units (PMUs) at Bhuj-II PS (GIS) for 765kV Bhuj PS- Bhuj-II and Bhuj-II –Lakadia under this RFP and shall support latest IEEE C-37.118 protocols. These PMUs shall be integrated with the PDC (Phasor Data Concentrator) located at WRLDC (Western Region Load Dispatch Center). Scope of TSP shall be limited to Bhuj-II PS (GIS) only. PMU integration with PDC end is not in the scope of TSP however all the configuration work of PMU at substation, required for integration with PDC, shall be in the scope of TSP.
- (vii) TSP shall install RTU/SAS with necessary interfaces which shall be integrated with WRLDC SCADA System on IEC 60870-5-104 protocol.
- (viii) The Operation and maintenance of OPGW, communication equipment including FODP and approach cable, PMUs, RTU/SAS & repeater stations shall be the responsibility of TSP.

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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]

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

Sl. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 2x1500MVA (765/400kV), 4x500MVA (400/220kV) Bhuj-II PS (GIS) with 765kV (1x330MVAR) and 420kV (125 MVAR) bus reactor (2x1500MVA(765/400kV), 4x500MVA (400/220kV), 400kV ICT bay - 6 nos., 765kV ICT bay - 2 nos., 220kV ICT bay - 4 nos., 765kV line bay - 4 nos., 220kV line bays - 7 nos., 1x330MVAR - 765kV, 1x125MVAR - 420kV, 765kV reactor Bays -1 no., 420kV reactor Bays - 1 no.)	December 31, 2020	85.58%	<ul style="list-style-type: none"> Elements marked at Sl. No. 1 & 2 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other. Availability of transmission scheme being implemented under "Western Region Strengthening Scheme-21 (WRSS-21) Part A - Transmission System strengthening for relieving over loadings observed in Gujarat Intra-state system due to RE injections in Bhuj PS" (Scope as per 3rd ECT MoM)
2.	Reconfiguration of Bhuj PS - Lakadia PS 765kV D/c line so as to establish Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line		14.42%	

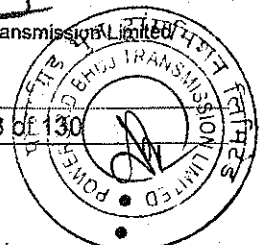
Scheduled COD for overall Project: December 31, 2020

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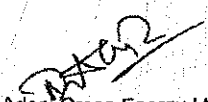
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The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre-required for declaring the commercial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

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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:

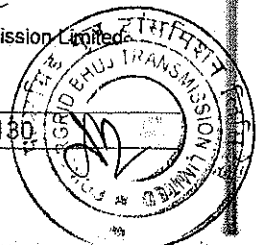
The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance/repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of 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

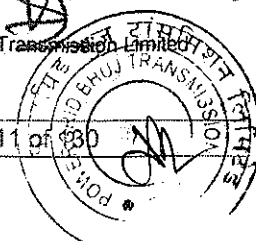
- a. The Monthly Transmission Charges to be paid by the Long Term Transmission Customers to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be in accordance with this Schedule.
- b. The Transmission Charges to be paid to the TSP shall comprise of 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.
- g. The Availability shall be calculated as per the procedure specified in Appendix III of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 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.

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- 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 >= NA;

Monthly Transmission Charge MTC (m) =

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

ELSE

Monthly Transmission Charge MTC (m) =

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

where:

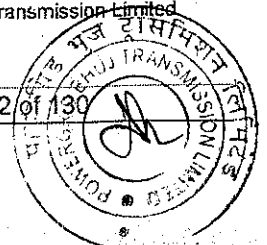
- 'm' is the month in Contract Year 'n'
- M= month considered for payment in the Contract Year 'n'

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- 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 (METCmn) for month 'm' for the Contract Year 'n' shall be calculated by the following formula,

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

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)

- **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;

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

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

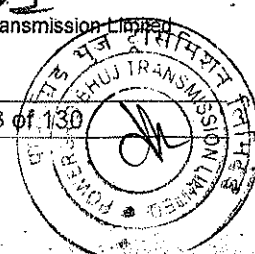
If and to the extent the Availability in a Contract Year exceeds ninety eight percent (98%) for AC system/ninety five percent (95%) for HVDC system, the TSP shall be entitled for an annual Incentive as calculated below:

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Incentive = 0.02 x Annual Transmission Charges x (Actual annual Availability – Target Availability)

Provided that no Incentive shall be payable above the Availability of 99.75% for AC system and 98.5% for HVDC 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 them 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 / ninety two percent (92%) for HVDC system, the TSP shall be entitled for an annual penalty as per the formula given below:

Penalty = 0.02 x Annual Transmission Charges x (Target Availability – 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 Interstate Transmission) Regulations, 2004 or as amended from time to time.

1.4 Scheduling Charges

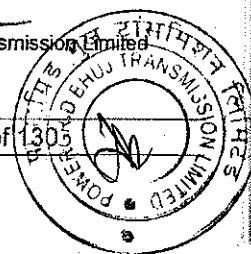
The payment of scheduling charges to the respective RLDC or SLDC, as the case may be, shall be the responsibility of the Long Term Transmission Customers.

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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]

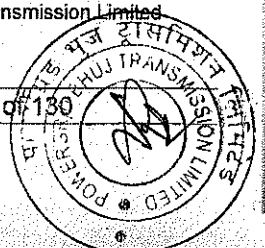
[In case of pre-signing of RFP Project Documents, this needs to be inserted after selection of the Selected Bidder]

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**Transmission System for providing connectivity to RE projects at Bhuj-II
(2000MW) in Gujarat**

Year (Term of License)	Commencement Date of Contract Year	End Date of Contract Year	Non-Escalable Transmission Charges (Rs.in Millions)	Escalable Transmission Charges (Rs.in Millions)
1	31-Dec-20	31-Mar-21	1065.70	0.00
2	01-Apr-21	31-Mar-22	1289.46	Same as Above
3	01-Apr-22	31-Mar-23	1517.01	Same as Above
4	01-Apr-23	31-Mar-24	1517.01	Same as Above
5	01-Apr-24	31-Mar-25	1517.01	Same as Above
6	01-Apr-25	31-Mar-26	1517.01	Same as Above
7	01-Apr-26	31-Mar-27	1517.01	Same as Above
8	01-Apr-27	31-Mar-28	1517.01	Same as Above
9	01-Apr-28	31-Mar-29	1517.01	Same as Above
10	01-Apr-29	31-Mar-30	1441.16	Same as Above
11	01-Apr-30	31-Mar-31	1365.31	Same as Above
12	01-Apr-31	31-Mar-32	1289.46	Same as Above
13	01-Apr-32	31-Mar-33	1213.61	Same as Above
14	01-Apr-33	31-Mar-34	1065.70	Same as Above
15	01-Apr-34	31-Mar-35	1065.70	Same as Above
16	01-Apr-35	31-Mar-36	1065.70	Same as Above
17	01-Apr-36	31-Mar-37	1065.70	Same as Above
18	01-Apr-37	31-Mar-38	1065.70	Same as Above
19	01-Apr-38	31-Mar-39	1065.70	Same as Above
20	01-Apr-39	31-Mar-40	1065.70	Same as Above
21	01-Apr-40	31-Mar-41	1065.70	Same as Above
22	01-Apr-41	31-Mar-42	1065.70	Same as Above
23	01-Apr-42	31-Mar-43	1065.70	Same as Above
24	01-Apr-43	31-Mar-44	1065.70	Same as Above
25	01-Apr-44	31-Mar-45	1065.70	Same as Above
26	01-Apr-45	31-Mar-46	1065.70	Same as Above
27	01-Apr-46	31-Mar-47	1065.70	Same as Above
28	01-Apr-47	31-Mar-48	1065.70	Same as Above
29	01-Apr-48	31-Mar-49	1065.70	Same as Above
30	01-Apr-49	31-Mar-50	1065.70	Same as Above
31	01-Apr-50	31-Mar-51	1065.70	Same as Above
32	01-Apr-51	31-Mar-52	1065.70	Same as Above
33	01-Apr-52	31-Mar-53	1065.70	Same as Above
34	01-Apr-53	31-Mar-54	1065.70	Same as Above
35	01-Apr-54	31-Mar-55	1065.70	Same as Above
36	01-Apr-55	35th anniversary of the Schedule COD	1065.70	Same as Above



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 Bid Deadline, the value of such Escalation Index is 100. Thereafter, for each month after the Bid Deadline, 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 Bid Deadline, 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 100.7849 [i.e., $100.3917 * (1 + 4.7/12)$] and so on. The value of the Escalation Index at the end of the Nth Month after the Bid Deadline shall be calculated as: $100 * (1 + N * 0.047 / 12)$ for Quoted Escalable Energy 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.

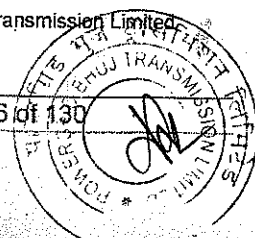
In case, due to any reason, CERC discontinues the publication of the inflation rate mentioned above, then the Lead Long Term Transmission Customer and the TSP shall replace the above inflation rate with an inflation rate which shall be computed on the same basis as was being used by CERC to estimate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

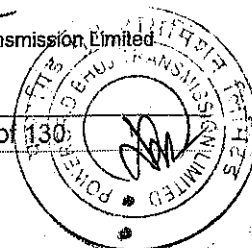
1. **Article 2.3.1** (decision to continue the Project beyond the Expiry Date);
2. **Article 3.1.3** (waiver of the TSP's obligations due to reasons attributable to the Long Term Transmission Customer(s));
3. **Articles 3.3.2 and 3.3.4** (right to terminate the Agreement on non-fulfillment of conditions subsequent);

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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 18.1.2** (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).

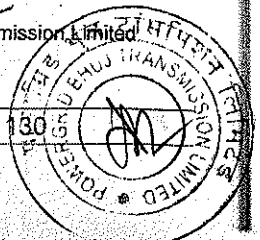
and any other Articles of this Agreement not specifically mentioned herein, which provide for a joint action by all the Long Term Transmission Customers.

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Schedule : 9

[Appendix of Regulations applicable seven (7) days prior to the Bid Deadline to be inserted by BPC]

Appendix III of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014

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Appendix-III

Procedure for Calculation of Transmission System
Availability Factor for a Month

1. Transmission system availability factor for a calendar month (TAFM) shall be calculated by the respective transmission licensee, got verified by the concerned 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. Transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. For the purpose of calculation of TAFM:
- i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.
 - ii) Inter-Connecting Transformer (ICTs): Each ICT bank (three single phase transformer together) shall form one element.
 - iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.
 - iv) Bus Reactor/Switchable line reactors: Each Bus Reactor/Switchable line reactors shall be considered as one element.
 - v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element.
 - vi) HVDC back-to-back station: Each block of HVDC back-to-back station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back station) is not available, the HVDC back-to-back station block shall also be considered as unavailable.
2. The Availability of AC and HVDC portion of Transmission system shall be calculated as under:

% TAFM for AC system

$$\frac{o \times AV_o + p \times AV_p + q \times AV_q + r \times AV_r}{o + p + q + r} \times 100$$

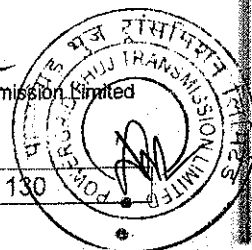
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% TAFM for HVDC system

$$\frac{o \times AV_o + t \times AV_t}{s + t} \times 100$$

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.
 s = Total number of HVDC poles.
 AV_s = Availability of s number of HVDC poles.
 t = Total number of HVDC back-to-back station blocks
 AV_t = Availability of t number of HVDC back-to-back station blocks.

3. The weightage factor for each category of transmission elements shall be as under:

- (a) For each circuit of AC line - Surge Impedance Loading for Uncompensated line (SIL) multiplied by ckt-km.

SIL rating for various voltage level and conductor configuration is given in Appendix-IV. However, for the voltage levels and/or conductor configurations not listed in Annexure-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, Surge Impedance Loading (SIL) shall be as certified by the Regional Power Committee (RPC) Secretariat considering the compensation on the line.

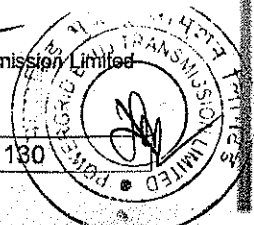
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For shunt compensated line the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly in case of the lines with series compensation the higher SIL shall be taken as per the percentage of compensation.

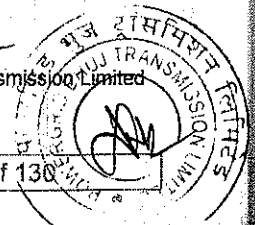
- (b) For each HVDC pole- The rated MW capacity x ckt-lm
 - (c) For each ICT bank - The rated MVA capacity
 - (d) For SVC- The rated MVAR capacity (inductive and capacitive)
 - (e) For Bus Reactor/switchable line reactors - The rated MVAR capacity
 - (f) For HVDC back-to-back station connecting two Regional grids- Rated MW capacity of each block.
4. The availability for each category of transmission element shall be 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-V.
 5. The transmission elements under outage due to following reasons shall be deemed to be available:
 - i. Shut down availed for maintenance or construction of element of another transmission scheme. 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.
 - ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of RLDC.
 6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration.
 - i. Outage of elements due to acts of God and force majeure events beyond the control of the transmission licensee. However, onus of satisfying the Member Secretary, RPC that element outage was due to aforesaid events and not due to design failure shall rest with the transmission licensee. A reasonable restoration time for the element

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shall be considered in accordance with Central Electricity Regulatory Commission (Standard of Performance of inter-State transmission licensee) Regulations, 2012 as amended from time to time and any additional time taken by the transmission licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the transmission licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.

- ii. Outage caused by grid incident/disturbance not attributable to the transmission licensee, e.g. fault in substation or bays owned by other agency causing outage of the transmission licensee's element, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.

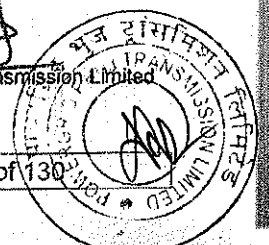
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Schedule : 10

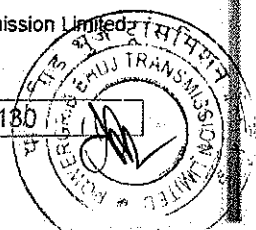
Entire Bid (both financial bid and non-financial bid) of the Selected Bidder to be attached

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

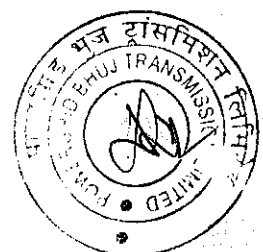
Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



**Transmission System for providing connectivity to RE projects at Bhuj-II
(2000MW) in Gujarat**

Year (Term of License)	Commencement Date of Contract Year	End Date of Contract Year	Non-Escalable Transmission Charges (Rs.in Millions)	Escalable Transmission Charges (Rs.in Millions)
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7	01-Apr-26	31-Mar-27	1517.01	Same as Above
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19	01-Apr-38	31-Mar-39	1065.70	Same as Above
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29	01-Apr-48	31-Mar-49	1065.70	Same as Above
30	01-Apr-49	31-Mar-50	1065.70	Same as Above
31	01-Apr-50	31-Mar-51	1065.70	Same as Above
32	01-Apr-51	31-Mar-52	1065.70	Same as Above
33	01-Apr-52	31-Mar-53	1065.70	Same as Above
34	01-Apr-53	31-Mar-54	1065.70	Same as Above
35	01-Apr-54	31-Mar-55	1065.70	Same as Above
36	01-Apr-55	35th anniversary of the Schedule COD	1065.70	Same as Above



Original 46

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Bid opened in the presence of following members:

RESPONSE TO RFP

2/7/19

FOR

SELECTION OF

TRANSMISSION SERVICE PROVIDER

THROUGH TARIFF BASED COMPETITIVE

BIDDING PROCESS

TO

ESTABLISH

TRANSMISSION SYSTEM FOR

“Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat”

Submitted by



पावरग्रिड

POWER GRID CORPORATION OF INDIA LIMITED

Signature

शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR
महानिदेशक / General Manager

पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट नं०-२, सेक्टर-२९, गुरुगाँव-१२२ ००१ (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)



Signature



सत्यमेव जयते

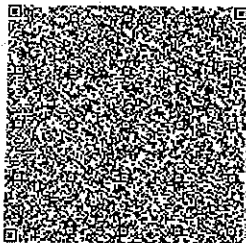
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Government of National Capital Territory of Delhi

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 Description of Document : Article Bank Guarantee
 Property Description : Not Applicable
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 (Zero)
 First Party : STATE BANK OF INDIA
 Second Party : Not Applicable
 Stamp Duty Paid By : STATE BANK OF INDIA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

bid opened in the presence
 of following Committee members



17/2
 15/2
 SEC P-519

Please write or type below this line

THIS STAMP PAPER IS AN INTEGRAL PART OF BANK GUARANTEE NO 1731319BG0000860 DATED 12.06.2019 FOR RS.23,55,00,000/- (RUPEES TWENTY-THREE CRORE FIFTY FIVE LAKH ONLY) IN FAVOUR OF PFC CONSULTING LIMITED, NEW DELHI, ISSUED ON BEHALF OF M/S POWER GRID CORPORATION OF INDIA LIMITED.

DATE OF EXPIRY: 29.01.2020

DATE OF CLAIM: 29.01.2021

ISSUED ON : 12.06.2019

<p>For STATE BANK OF INDIA, <i>Janu Sharma</i> Deputy Manager (C.S.) Corporate Accounts Group Branch, New Delhi.</p>	<p>For STATE BANK OF INDIA, <i>[Signature]</i> Deputy Manager (C.S.) Corporate Accounts Group Branch, New Delhi.</p>
<p>Statutory Key: JANU SHARMA J-4445</p>	

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CORPORATE ACCOUNTS GROUP BRANCH
5TH FLOOR, RED FORT CAPITAL PARSVNATH TOWERS,
BHAI VEER SINGH MARG, GOLE MARKET,
NEW DELHI-110001

BANK GUARANTEE NO.:1731319BG0000860 DATED 12.06.2019

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



BANK GUARANTEE NUMBER: 1731319BG0000860 DATED 12.06.2019
FOR RS.23,55,00,000/- (Twenty Three Crore Fifty Five Lakh Only)
VALID UPTO:29.01.2020
CLAIM UPTO: 29.01.2021

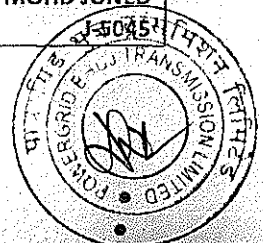
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

In consideration of the M/s Power Grid Corporation of India Limited submitting the Bid inter alia for establishing the Transmission System for "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" on build, own, operate and maintain basis, in response to the RFP dated March 18, 2019 issued by PFC Consulting Limited, as the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of M/s Power Grid Corporation of India Limited as per the terms of the RFP, the State Bank Of India, Corporate Accounts Group Branch, 5th Floor, Red Fort Capital Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001, A Bank Constituted/Registered Under The Sbi Act 1955 Having Our Head office At Madame Cama Road, Nariman Point, Mumbai (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to PFC Consulting Limited or its authorized representative at New Delhi forthwith on demand in writing from PFC Consulting Limited or any representative authorized by it in this behalf, any amount upto and not exceeding Rupees Twenty Three Crores Fifty Five Lakhs Only (Rs.23,55,00,000/-), on behalf of M/s. Power Grid Corporation of India Limited.

This guarantee shall be valid and binding on the Guarantor Bank up to and including 29th January 2020 and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees Twenty Three Crores Fifty Five Lakhs Only (Rs.23,55,00,000/-).Our Guarantee shall remain in force Until 29th January 2020. PFC Consulting Limited or its authorized representative shall be entitled to invoke this Guarantee until 29th January 2021. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the PFC Consulting Limited or its authorized representative, made in any format, raised at the abovementioned address of the Guarantor Bank, in order to make the said payment to PFC Consulting Limited or its authorized representative.

 <p>For STATE BANK OF INDIA, <i>Janu Sharma</i> Deputy Manager (C.S.) Corporate Accounts Group Branch, New Delhi.</p>	 <p>For STATE BANK OF INDIA, <i>MOHD JUNED</i> Deputy Manager (C.S.) Corporate Accounts Group Branch, New Delhi.</p>
<p>JANU SHARMA J-4445</p>	<p>MOHD JUNED</p>



STATE BANK OF INDIA
CORPORATE ACCOUNTS GROUP BRANCH
5TH FLOOR, RED FORT CAPITAL PARSVNATH TOWERS,
BHAI VEER SINGH MARG, GOLE MARKET,
NEW DELHI-110001
BANK GUARANTEE NO.:1731319BG0000860 DATED 12.06.2019

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and not withstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require PFC Consulting Limited or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against PFC Consulting Limited or its authorized representative in respect of any payment made hereunder.

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



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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, PFC Consulting Limited or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by PFC Consulting Limited or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rupees Twenty Three Crores Fifty Five Lakhs Only (Rs.23,55,00,000/-) and it shall remain in force until 29th January 2020, with an additional claim period of 12 months thereafter i.e. 29th January 2021. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if PFC Consulting Limited or its authorized representative serves upon us a written claim or demand on or before 29th January 2021.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this 12th day of June 2019 at New Delhi.

	For STATE BANK OF INDIA, <i>Tanu Sharma</i> Deputy Manager (C.S.) Corporate Accounts Group Branch, New Delhi. JANU SHARMA J-4445		For STATE BANK OF INDIA, <i>Mohd Juned</i> Deputy Manager (C.S.) Corporate Accounts Group Branch, New Delhi. MOHD JUNED J-5045
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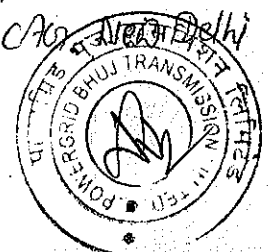
1. WITNESS

N.K. Adlaugh SBI N Delhi

2. WITNESS

Laxmi Kumari

SBI CAG New Delhi





STATE BANK OF INDIA
C.A.G. II NEW DELHI
4TH AND 5TH FLOOR
REDFORT
CAPITAL PARSVANATH
TOWERS, NEW DELHI

Tel No. :
Fax No. :
SWIFT No. : SBININBB824
PIN Code :

12-06-2019

To,
PFC CONSULTING LIMITED
9TH FLOOR, A- WING
STATESMAN HOUSE, CONNAUGHT PLACE
NEW DELHI-110001


DEAR SIR(S),

Guarantee Number	: 1731319BG0000860
Date of Issue	: 12-06-2019
Guarantee Amount	: INR 235,500,000.00
Date of Expiry	: 29-01-2020
Date of Claim	: 29-01-2021
Applicant Name	: POWER GRID CORPORATION

We confirm having Issued / Extended the captioned Bank Guarantee in your favour on behalf of our above named Constituent and the same signed by the officers of the Bank.

YOURS FAITHFULLY

AUTHORISED SIGNATORY - 1

 MOHD JUNED
J-5045

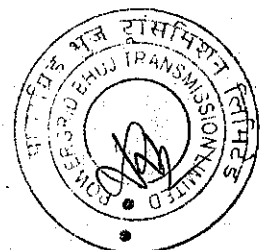
*AUTHORISED SIGNATORY - 2

(*2nd signatory required, if BG is for Rs. 50000/- and above)

The beneficiaries are advised in their own interest to verify the genuineness of the Guarantee with the BG issuing Branch and also verify that Bank Guarantee for Rs.50000/- (Rupees Fifty Thousand Only) & above is signed by two authorized officials of the Bank.

PLEASE CONTACT BRANCH FOR eTradeSBI FACILITY-INTERNET ACCESS TO TRADE FINANCE

Jun 12, 2019 3:59 PM



पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)



केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फैक्स : 0124-2571762,
"Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel. : 0124-2571700-719, Fax : 0124-2571762, Web.: www.powergridindia.com

CIN : L40101DL1989GOI038121

Extracts from the minutes of the 365th meeting of POWERGRID Board of Directors held on Tuesday, the 7th May, 2019 at 5:30 p.m. at Registered Office of POWERGRID – B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016

Item No.365.2.3:-

Submission of Response to Request for Proposal (RFP) for selection of Transmission Service Provider (TSP) through tariff based competitive bidding process to establish Transmission System for "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" and Acquisition of 'Bhuj-II Transmission Limited' in the event of POWERGRID emerging as the Successful Bidder:-

The Board, after discussion, at the duly convened Meeting on 07.05.2019, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

I. **Submission of Response to Request for Proposal (RFP)**

- (i) RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of 100 % (One Hundred per cent) of the total equity share capital of "Bhuj-II Transmission Limited" representing the entire amount proposed to be invested by the company for the "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat", partly by acquisition of the existing equity shares from PFC Consulting Limited and/or partly by subscribing to the new equity shares, as per the terms of the RFP.
- (ii) RESOLVED THAT Shri K Sreekant, Director (Finance) / Shri Ravi P Singh, Director (Personnel) / Smt. Seema Gupta, Director (Operations) / Shri Rajeev Kumar Chauhan, Director (Projects) – the whole time directors of the company, be and are hereby severally authorised to take all the steps required for submission of the Bid, including certifying Undertakings and Project Schedule (Format-1, Annexure-6) and Disclosure statement (Annexure-14), etc., as per the RFP documents to establish transmission system for "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat".

Sunder



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शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR
महाप्रबंधक / General Manager

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Limited

पंजीकृत कार्यालय: बी-9, कुतब इंस्टीट्यूशनल एरिया, कटकारिया सराय, नई दिल्ली-110016 दूरभाष: 011-26560112, 26560121, 26564812, 26564892, फैक्स: 011-265601081
Regd. Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel.: 011-26560112, 26560121, 26564812, 26564892, Fax: 011-265601081, Web.: www.powergridindia.com

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S. Sunder

- (iii) RESOLVED THAT Shri A K Singhal, Executive Director / Shri B Vamsi Rama Mohan, Senior General Manager / Shri Shashwat Sunder Sur, General Manager be and are hereby severally authorized to do all such acts, deeds and things necessary in connection with or incidental to submission of the Bid to establish transmission system for "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" in response to the RFP including signing and submission of the Bid, making changes thereto and submitting amended Bid, certified copy of this Board resolution and all the documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the Bid Process Coordinator (BPC), and providing information / responses to the BPC, representing the company in all matters before the BPC, and generally dealing with the BPC in all matters in connection with the Bid for the said Project till the completion of the bidding process.

FURTHER RESOLVED that the Chairman & Managing Director / Director (Personnel) be and is hereby authorized to issue the Power of Attorney in this regard as per the format of the RFP documents to establish transmission system for "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" and the same be issued in line with Company policy and requirement of the RFP documents for Tariff based competitive bidding.

- (iv) FURTHER RESOLVED THAT Common Seal of the company be affixed in the Response to RFP wherever considered necessary, as per the procedure laid down under Articles of Association of POWERGRID.

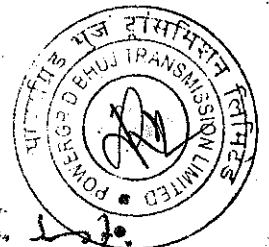
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Shashwat Sunder Sur

शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR
 महाप्रबन्धक / General Manager
 पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
 Power Grid Corporation of India Ltd.
 प्लॉट नं०-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
 Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)

Divya Tandon
 DIVYA TANDON
 Chief GM - Company Secretary
 POWERGRID



पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
 (प्रातः साधारण का उद्यम)
POWER GRID CORPORATION OF INDIA LIMITED
 (A Government of India Enterprise) पावरग्रिड



केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष 0124-2571700-719, फैक्स : 0124-2571762
 "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel.: 0124-2571700-719, Fax: 0124-2571762, Web: www.powergridindia.com

CIN : L40101DL1989GOI038121

Extracts from the minutes of the 361st meeting of POWERGRID Board of Directors held on Thursday, the 31st January, 2019 at 2:30 p.m. at Registered Office of POWERGRID – B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016.

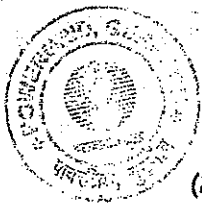
Item No. 361.2.15.:

Participation of POWERGRID in the global invitation for Shortlisting of Bidders as Transmission Service Provider to establish "Transmission System for providing connectivity to RE projects at Bhuj-II (2000MW) in Gujarat" through tariff based competitive bidding process:

X x xThe Board passed the following resolutions:

"Resolved that:

- (i) Approval of the Board be and is hereby accorded for POWERGRID's participation in the Tariff based competitive bidding for Shortlisting of Bidders as Transmission Service Provider to establish Transmission System for "Transmission System for providing connectivity to RE projects at Bhuj-II (2000MW) in Gujarat" through tariff based competitive bidding process.
- (ii) Shri K Sreekant, Director (Finance) / Shri Ravi P Singh, Director (Personnel) / Smt Seema Gupta, Director (Operations) / Shri Rajeev Kumar Chauhan, Director (Projects) – the Whole Time Directors, be and are hereby severally authorized to submit the Response to RFQ & RFP. Further resolved that Shri K Sreekant, Director (Finance) / Shri Ravi P Singh, Director (Personnel) / Smt Seema Gupta, Director (Operations) / Shri Rajeev Kumar Chauhan, Director (Projects) – the Whole Time Directors, be and are hereby severally authorised to certify Qualification requirements, Format for Disclosure, Covering Letter etc., furnish a confirmation that a legally binding board resolution shall be submitted at the time of RFP stage for the total equity requirement of the Project w.r.t Shortlisting of Bidders as Transmission Service Provider to establish Transmission System for "Transmission System for providing connectivity to RE projects at Bhuj-II (2000MW) in Gujarat" through tariff based competitive bidding process.
- (iii) Shri A K Singhal, Executive Director/ Shri B Vamsi Rama Mohan, Senior General Manager / Shri Shashwat Sunder Sur, General Manager be and are hereby severally authorized to do all such acts



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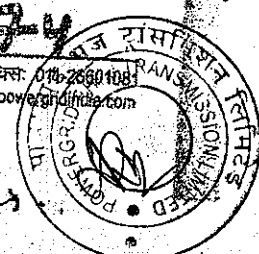
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श्री. वमसी राममोहन B. VAMSI RAMA MOHAN
 वरिष्ठ महाप्रबंधक (टी.सी.सी.)/Senior General Manager (TCSB)

पंजीकृत कार्यालय: श्री. 9, कृष्ण इंस्टीट्यूशनल एरिया, प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा)
 Regd. Office: Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana)

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
 Power Grid Corporation of India Ltd.
 प्लॉट सं-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
 Plot No. 2, Sector-29, Gurgaon-122 001 (Haryana)

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and deeds necessary in connection with or incidental to the Shortlisting of Bidders as Transmission Service Provider to establish Transmission System for "Transmission System for providing connectivity to RE projects at Bhuj-II (2000MW) in Gujarat" through tariff based competitive bidding process.

Further resolved that the Chairman and Managing Director be and is hereby authorized to execute Power of Attorney in this regard and the same be issued in line with Company policy and requirement of the RFQ/RFP for Tariff based competitive bidding.

(iv) Common Seal of the company in the RFQ/RFP documents wherever considered necessary, be affixed as per the procedure laid down under Articles of Association of POWERGRID."

Divya Tandon
DIVYA TANDON
 Chief GM - Company Secretary
POWERGRID



BSV

श्री. वसुधै राममोहन / B. VAMSI RAMA MOHAN
 वरिष्ठ महाप्रबंधक (टी.सी.सी.) / Senior General Manager (TCCB)
 पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
 Power Grid Corporation of India Ltd
 (भारत सरकार का उद्यम / A Govt. of India Enterprise)
 Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)

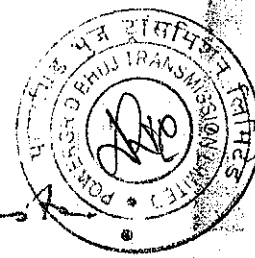
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शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR
 महाप्रबंधक / General Manager
 पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
 Power Grid Corporation of India Ltd.
 प्लॉट सं-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
 Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)

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S. S. Sur

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)



पावरग्रिड

केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फ़ैक्स: 0124-2571762,
"Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel.: 0124-2571700-719, Fax: 0124-2571762, Web.: www.powergridindia.com

CIN: L40101DL1989GOI038121
UNDERTAKINGS AND PROJECT SCHEDULE

Format 1: Bidders' Undertakings

Date: 26th June 2019

To.

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
9th Floor, A-Wing
Statesman House,
Connaught Place,
New Delhi - 110 001

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of TSP for the "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat"

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

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.
2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.3 of the RFP and the TSP shall comply with the provisions contained in the Central Electricity Regulatory Commission (Open Access in inter-state transmission) Regulations, 2008 and the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 made pursuant to section 177 (2) of the Electricity Act, 2003, as amended from time to time.
3. We give our unconditional acceptance to the RFP dated March 18, 2019 issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute the Share Purchase Agreement as per the provisions of this RFP.
4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure-4 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.

शाश्वत सुन्दर सुर/SHASHWAT SUNDER SUR

महाप्रबंधक/General Manager

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट सं-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)



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पंजीकृत कार्यालय: बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110016 दूरभाष: 011-26560112, 26560121, 26564812, 26564892, फ़ैक्स: 011-26601081
Regd. Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel.: 011-26560112, 26560121, 26564812, 26564892, Fax: 011-26601081, Web.: www.powergridindia.com

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5. Our Bid is valid upto the period required under Clause 2.17 of the RFP.
6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney /Board resolution in requisite format as per RFP has been enclosed in original with this undertaking.
7. [NOT APPLICABLE].
8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

Sl. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Establishment of 2x1500MVA (765/400kV), 4x500MVA (400/220kV) Bhuj-II PS (GIS) with 765kV (1x330MVAR) and 420kV (1X125 MVAR) bus reactor (2x1500MVA(765/400kV), 4x500MVA (400/220kV), 1X500 MVA (765/400 kV), 1-ph ICT (spare unit); 400kV ICT bay – 6 nos., 765kV ICT bay – 2 nos., 220kV ICT bay – 4 nos., 765kV line bay – 4 nos., 220kV line bays – 7 nos., 1x330MVAR - 765kV, 1x125MVAR - 420kV, 765kV reactor Bays -1 no., 400kV reactor Bays - 1 no.; 1X110 MVAR, 765 kV, 1ph Reactor (spare unit))	December 31, 2020	42.32%	• Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	Reconfiguration of Bhuj PS – Lakadia PS 765kV D/c line so as to establish Bhuj-II –Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line		52.14%	
3.	1X240 MVAR switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II –Lakadia 765 kV D/c line (2X240 MVAR, 765 kV with 400 ohm NGR; 765 kV Reactor Bays -2 nos.; 1X80 MVAR , 765 kV , 1-ph switchable line Reactor (spare unit) at bhuj-II end)		5.54%	

We agree that the Element(s) mentioned in Sr. No. 1, 2 & 3 are critical to the operation of the Project and the actual COD of such Element(s) shall be no later than the Scheduled COD as mentioned in the above table.

We further agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of such critical Element(s).

Scheduled COD for the Project: December 31, 2020

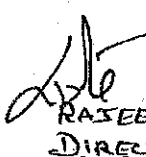
We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR
महानिदेशक / General Manager

पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट सं०-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)

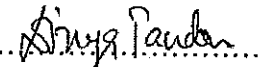



- a. Ratio of minimum and maximum Quoted Transmission Charges during the term of the TSA for which Transmission Charges have been quoted in the format at Annexure-4 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.14.1.2.
- b. Further, the Quoted Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.3.1.3) for any Contract Year does not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, for the entire term.
- c. Financial Bid in the prescribed format of Annexure-4 has been submitted duly signed by the authorized signatory.
- d. Financial Bid is unconditional.
- e. Only one Financial Bid has been submitted.
10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of "Bhuj-II Transmission Limited" pursuant to our selection as Selected Bidder, we agree that the same would be treated as a TSP's Event of Default under TSA, and relevant provisions of TSA shall apply.
11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.
12. Original power of attorney / Board resolution as per Clause 2.14.1.1 is enclosed.

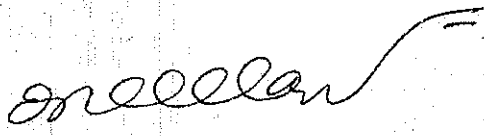

 राजीव कुमार चौहान
 RAJEEV KUMAR CHAUHAN
 निदेशक (परियोजना)
 Director (Projects)
 पावर ग्रीड / POWERGRID
 DIRECTOR (PROJECTS)

Common seal of Power Grid Corporation of India Limited has been affixed in my / our presence pursuant to Board of Director's Resolution dated 07.05.19

WITNESS


 Sanyas Pandey
 (Signature)
 Company Secretary
 POWERGRID


 सीमा गुप्ता
 SEEMA GUPTA
 निदेशक (प्रचालन)
 Director (Operation)


 के. श्रीराम कृष्ण संकान्त
 निदेशक (वित्त) / Director (Finance)
 पावरग्रीड / POWERGRID



12
 शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR
 महाप्रबन्धक / General Manager
 पावर ग्रीड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
 Power Grid Corporation of India Ltd.
 प्लॉट नं०-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
 Plot No-2 Sector 29 Gurgaon-122 001 (Haryana)



पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



पावरग्रिड

केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फैक्स : 0124-2571762, "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel. : 0124-2571700-719, Fax : 0124-2571762, Web.: www.powergridindia.com

CIN : L40101DL1989GOI038121

Format 2: Details of equity investment in Project

1.1.a Name of the Bidding Company: Power Grid Corporation of India Limited

1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in "Bhuj-II Transmission Limited" as per Clause 2.14.4.2.

Sl.No.	Name of the Bidding Company / Member in case of a Bidding Consortium	Name of the Company investing in the equity of the Bhuj-II Transmission Limited	Relationship with Bidding Company/Member of the Bidding Consortium	% of equity participation in the Bhuj-II Transmission Limited
(1)	(2)	(3)	(4)	(5)
1.	Power Grid Corporation of India Limited	Power Grid Corporation of India Limited	Self	100%
TOTAL				100%



[Handwritten Signature]

Signature of Authorized Person

Name: Shashwat Sunder Sur

Designation: General Manager

Date: 26.06.2019

शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR

सह-प्रबन्धक / General Manager

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट सं-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)

पंजीकृत कार्यालय: बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110016 दूरभाष: 011-26560112, 26560121, 26564812, 26564892, फैक्स: 011-26601081
Regd. Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel.: 011-26560112, 26560121, 26564812, 26564892, Fax: 011-26601081, Web.: www.powergridindia.com

स्वहित एवं राष्ट्रहित में ऊर्जा बचाएं
Save Energy for Benefit of Self and Nation



पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



पावरग्रिड

केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फैक्स : 0124-2571762, "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel.: 0124-2571700-719, Fax: 0124-2571762, Web.: www.powergridindia.com

CIN : L40101DL1989GOI038121

Covering Letter

Bidder's Name: Power Grid Corporation of India Limited

Full Address: Saudamini, Plot No. 2, Sector 29, Gurgaon-122001 (Haryana)

Registered Office: B-9, Qutab Institutional Area, Katwaria Sarai,
New Delhi-110 016

Telephone No.: 0124 2822093, Mobile: +91-9434740054

Email address: tbcb@powergrid.co.in, singhal@powergridindia.com

vamsi@powergridindia.com, sssur@powergridindia.com

Fax/ No.: 0124-2571802

To:

PFC Consulting Limited

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

9th Floor, A-Wing

Statesman House,

Connaught Place,

New Delhi - 110 001

Sub: Bid for selection of a Transmission Service Provider to build, own, operate and maintain "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" under the Tariff Based Competitive Bidding Process.

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RFP for selection of a Transmission Service Provider to build, own, operate and maintain "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" through the Tariff Based Competitive Bidding Process, hereby submit our Bid comprising of Financial Bid and Non-Financial Bid.



(Signature)

शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR

प्रबन्धक / General Manager

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

Power Grid Corporation of India Limited

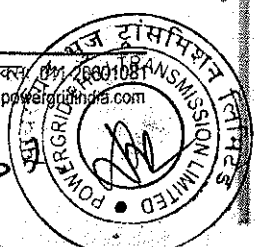
प्लॉट सं-2, सेक्टर-29, गुडगाँव-122 001

Plot No. 2, Sector 29, Gurgaon-122 001 (Haryana)

पंजीकृत कार्यालय: बी-9, क़ुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110016 दूरभाष: 011-26560112, 26560121, 26564812, 26564892, फैक्स : 011-26561081, Web.: www.powergridindia.com
Regd. Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel.: 011-26560112, 26560121, 26564812, 26564892, Fax: 011-26561081, Web.: www.powergridindia.com

स्वहित एवं राष्ट्रहित में ऊर्जा बचाएं

Save Energy for Benefit of Self and Nation



1) **Bid Bond**

We have enclosed a Bid Bond of Rs. Twenty Three Crores Fifty Five Lakhs Only (Rs.23,55,00,000/-) in the form of bank guarantee no.17312198600000860 dated.1.2.06:19. as per your proforma (Annexure-2) from.....SBI..... and valid upto29.01.2020...in terms of Clause 2.20 of the RFP.

2) **Acceptance**

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

3) **Familiarity With Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Share Purchase Agreement, in the event of our selection as the TSP. We further undertake and agree that all such factors as mentioned in Clause 2.14.2 of RFP have been fully examined and considered while submitting the Bid.

4) **Contact Person**

Details of contact person as required under Clause 2.14.1.4(e) are furnished as under:

Name: **Shashwat Sunder Sur**

Designation: General Manager

Company: Power Grid Corporation of India Limited

Address: Saudamini, Plot No. 2, Sector 29, Gurgaon-122001 (Haryana)

Phone Nos.: 0124 2822093, Mobile: +91-9434740054

Fax Nos.: 0124-2571802

E-mail address: tbc@powergrid.co.in , singhal@powergridindia.com

vamsi@powergridindia.com, sssur@powergridindia.com

We are enclosing herewith Envelope I (Non Financial Bid) containing duly signed formats, in one (1) original + one (1) copy (duly attested) as desired by you in your RFP for your consideration.

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



Shashwat Sunder Sur
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शाशवत सुन्दर सुर / SHASHWAT SUNDER SUR
महानिदेशक / General Manager
पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट सं-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)



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

We confirm that all the terms and conditions of the Bid are valid for acceptance for a period of one eighty (180) days from the Bid Deadline.

We confirm that we have not taken any deviation so as to be deemed nonresponsive with respect to the provisions stipulated at Clause 2.14.1, of this RFP..

Dated this 26th day of June 2019

Place: Gurgaon

Thanking you,
We remain,

Yours faithfully,



Signature of Authorized Signatory

शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR

पदाधिकारी / General Manager

पावर ग्रीड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
फ्लोर नं. 29, गुरुगाँव-122 001 (हरियाणा)
Plot No. 29, Gurgaon-122 001 (Haryana)

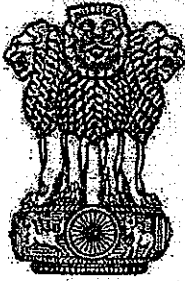
Name: Shashwat Sunder Sur

Designation: General Manager

Date: 26.06.2019

16





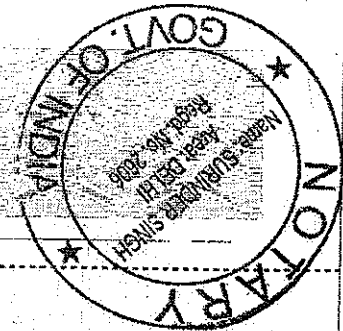
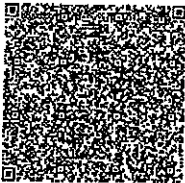
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL01503253261168R
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Account Reference	: IMPACC (IV) dl915103/DELHI/ DL-DLH
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Purchased by	: POWER GRID CORPORATION OF INDIA LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: POWER GRID CORPORATION OF INDIA LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: POWER GRID CORPORATION OF INDIA LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

Power of Attorney

Know all men by these presents, we Power Grid Corporation of India Limited having its registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 do hereby constitute, appoint and authorize Mr. Shashwat Sunder Sur residing at Flat No. 412, EWS, Sector-28, Gurgaon – 122002 as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Project "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" in response to the RFP dated March 18, 2019 issued

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.



by the BPC, including signing and submission of the Bid and all other documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process.

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

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

Signed by the within named **Power Grid Corporation of India Limited** through the hand of **Mr. Ravi P Singh, Director (Personnel)** Duly authorized by the Board to issue such Power of Attorney Dated this day of 2019

Accepted

Signature of Attorney

Name: Shashwat Sunder Sur

Designation: General Manager

Address: Flat No. 412, EWS, Sector-28, Gurgaon - 122002

Attested

(Signature of the Executant)

Name: Ravi P Singh

Designation: Director (Personnel)

Address: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016

Signature and stamp of Notary of the place of execution

Common seal of Power Grid Corporation of India Limited has been affixed in my/our presence pursuant to Board of Director's Resolution dated... (9)...

WITNESS

(Signature) Divya Tandon

DIVYA TANDON
Company Secretary
POWERGRID

(Signature) Seema Gupta

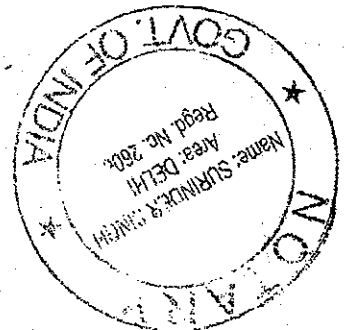
SEEMA GUPTA
निदेशक (प्रचालन)
Director (Operations)
पावरग्रिड / POWERGRID

(Signature) Rajeev Kumar Chauhan

RAJEEV KUMAR CHAUHAN
निदेशक (परियोजना)
Director (Projects)
पावरग्रिड / POWERGRID

NOTARY PUBLIC
DELHI

12 JUN 2019





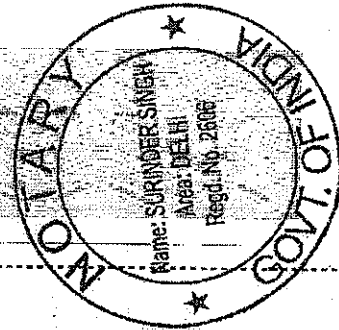
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Certificate No.	: IN-DL01502638313663R
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Purchased by	: POWER GRID CORPORATION OF INDIA LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: POWER GRID CORPORATION OF INDIA LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: POWER GRID CORPORATION OF INDIA LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

Power of Attorney

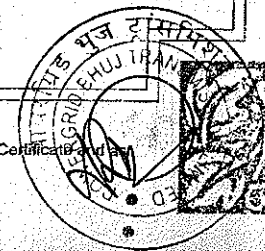
Know all men by these presents, we Power Grid Corporation of India Limited having its registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 do hereby constitute, appoint and authorize Mr. A K Singhal residing at E-10, Bandhu Vihar Appt., Plot No. 11 Sector 10, Dwarka, New Delhi - 110075 as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Project "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" in response to the RFP

19

dkr

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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.



dated March 18, 2019 issued by the BPC, including signing and submission of the Bid and all other documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process.

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

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

Signed by the within named **रवि प्रकाश सिंह**
Power Grid Corporation of India Limited **RAVI P SINGH**
through the hand of **Mr. Ravi P Singh, Director (Personnel)**
Duly authorized by the Board to issue such Power of Attorney
Dated this12..... day of**June**..... 2019

Accepted

A K Singhal
.....

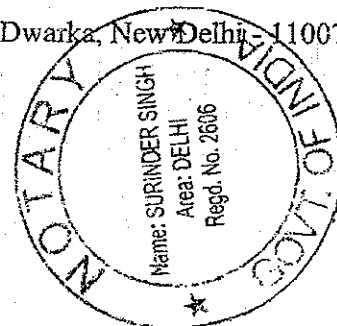
Signature of Attorney

Name: A K Singhal

Designation: Exccutive Director

Address: E-10, Bandhu Vihar Appt., Plot No. 11 Sector 10, Dwarka, New Delhi - 110075

Mishra
Attested



.....
(Signature of the Executant) **रवि प्रकाश सिंह**
Name: **Ravi P Singh**
Designation: **Director (Personnel)**
Address: **B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016**

Signature and stamp of Notary of the place of execution

Common seal of Power Grid Corporation of India Limited has been affixed in my/our presence pursuant to Board of Director's Resolution dated. **07.05.19**.....

WITNESS

Divya Tandon
.....
(Signature)

DIVYA TANDON
Company Secretary
POWERGRID

Seema Gupta
.....
(Signature)
सीमा गुप्ता

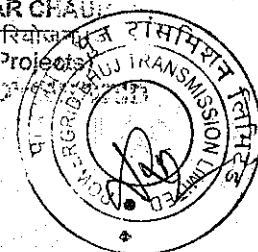
SEEMA GUPTA
निदेशक (प्रचालन)
Director (Operations)
वायरग्रीड / POWERGRID

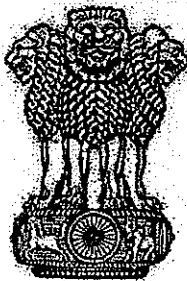
Rajeev Kumar Chauhan
.....
(Signature) **राजेश कुमार चौहान**

RAJEEV KUMAR CHAUHAN
निदेशक (परियोजनाएं)
Director (Projects)

ATTESTED
NOTARY PUBLIC
DELHI

12 JUN 2019





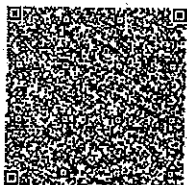
सत्यमेव जयते

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Government of National Capital Territory of Delhi

e-Stamp

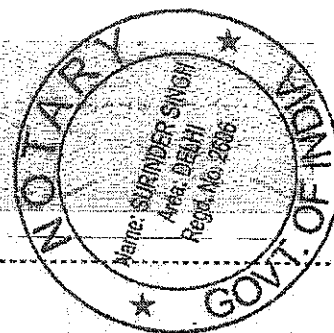
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Purchased by	: POWER GRID CORPORATION OF INDIA LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: POWER GRID CORPORATION OF INDIA LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: POWER GRID CORPORATION OF INDIA LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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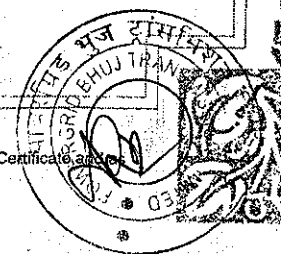
Power of Attorney

Know all men by these presents, we Power Grid Corporation of India Limited having its registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 do hereby constitute, appoint and authorize Mr. B Vamsi Rama Mohan residing at D-404, POWERGRID Township, Sector-43, Gurgaon - 122002 as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Project "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" in response to the RFP dated



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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.



March 18, 2019 issued by the BPC, including signing and submission of the Bid and all other documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process.

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

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

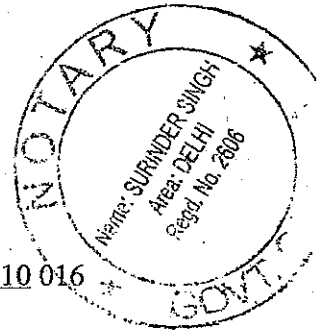
Signed by the within named
Power Grid Corporation of India Limited
through the hand of Mr. Ravi P Singh
Duly authorized by the Board to issue such Power of Attorney
Dated this 12th day of June 2019

Accepted

Signature of Attorney
Name: B Vamsi Rama Mohan
Designation: Senior General Manager
Address: D-404, POWERGRID Township, Sector-43, Gurgaon - 122002

Attested

(Signature of the Executant)
Name: Ravi P Singh
Designation: Director
Address: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016



Signature and stamp of Notary of the place of execution

Common seal of Power Grid Corporation of India Limited has been affixed in my/our presence pursuant to Board of Director's Resolution dated... 07.05.19....

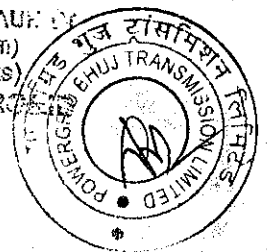
WITNESS

Signature of Divya Tandon
DIVYA TANDON
Company Secretary
POWERGRID

Signature of Seema Gupta
SEEMA GUPTA
Director (Operations)
POWERGRID

Signature of Rajeev Kumar Chauhan
RAJEEV KUMAR CHAUHAN
Director (Projects)
POWERGRID

ATTESTED
NOTARY PUBLIC
DELHI



12 JUN 2019

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)



केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फैक्स : 0124-2571762,
"Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel. : 0124-2571700-719, Fax : 0124-2571762, Web.: www.powergridindia.com

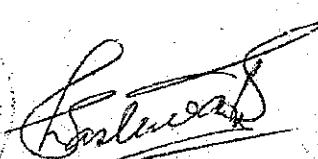
CIN : L40101DL1989GOI038121

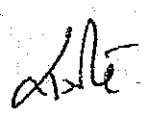
Disclosure

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

S.No.	Name of the Company	Relationship
1	Nil	

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


शाश्वत कुमार चौहान
पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट सं-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)


Certified as true
RAJEEV KUMAR CHAUHAN
DIRECTOR (PROJECTS)
राजीव कुमार चौहान
RAJEEV KUMAR CHAUHAN
निदेशक (परियोजना)
Director (Projects)
पावरग्रिड / POWERGRID

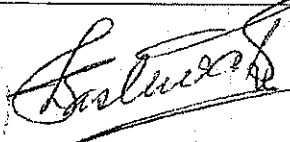
पंजीकृत कार्यालय: बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110016 दूरभाष: 011-26560112, 26560121, 26564812, 26564892, फैक्स: 011-26601081
Regd. Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel.: 011-26560112, 26560121, 26564812, 26564892, Fax: 011-26601081, Web.: www.powergridindia.com

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Save Energy for Benefit of Self and Nation



Check List for response to RFP submission requirements

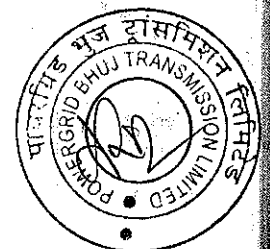
Response to RFP Submission Requirements		Response Yes / No
A.	Envelope – I (Non-Financial Bid)	Yes
	1. Bid Bond in the prescribed format at Annexure 2	Yes
	2. Board resolutions as per the prescribed formats enclosed in Annexure 8 (and as per the illustrations in Annexure-13 of this RFP)	
	<ul style="list-style-type: none"> From the Bidding Company (and from any investing Affiliate / Parent / Ultimate Parent committing 100% in aggregate of the equity requirement for the Project as per format 1 of Annexure 8 	Yes
	<ul style="list-style-type: none"> Board resolutions from each of the Consortium Member of the Bidding Consortium (and any investing Affiliate/Parent/Ultimate Parent) together committing to one hundred percent (100%) in aggregate of equity requirement for the Project, in case Bidder is a Bidding Consortium – Format-1 of Annexure-8 	No
	<ul style="list-style-type: none"> Board resolutions as per Format 2 of Annexure 8 for total equity investment commitment from the Technically / Financially Evaluated Entity(ies) whose technical / financial credentials had been considered for the purpose of meeting Qualification Requirements as per the RFQ OR from the Parent Company or the Ultimate Parent Company (as applicable) 	No
	3. Bidder's Undertakings	
	<ul style="list-style-type: none"> Bidder's undertaking as per format 1 of Annexure 6 	Yes
	<ul style="list-style-type: none"> Details of Equity Investment in the Project as per format 2 of Annexure 6 	Yes
	4. Covering Letter as per the format at Annexure 9 of this RFP	Yes
	5. Power of Attorney	
	<ul style="list-style-type: none"> Format 1 of Annexure 10 by the Bidding Company / Lead Member of the Bidding Consortium (as applicable) in favour of its representative 	Yes
	<ul style="list-style-type: none"> Format 2 of Annexure 10 by each of the other Members of the Consortium (in case of the Bidding Company being a Consortium) in favour of the Lead Member 	No



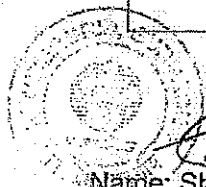
शाश्वत सुन्दर सुर / SHASHWAT SUMDER SUR

General Manager

पावर ग्रीड कोर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट नं०-2, सेक्टर-29, गुर्गाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon-122 001 (Haryana)



Response to RFP Submission Requirements		Response Yes / No
6. Format of Undertaking for Equity Investment		
<ul style="list-style-type: none"> by the Technically / Financially Evaluated Entity / Ultimate Parent Company (as applicable) for equity investment, in case of failure to invest in part or full, by the Bidder or the Consortium Member in case the Selected Bidder is a Consortium) in the prescribed format at Annexure 10A 		No
7. Format for Disclosure by the Bidding Company or by each Member of the Consortium (as applicable)		Yes



Name: Shashwat Sunder Sur

Designation: General Manager

Date: 26.06.19

शश्वत सुन्दर सुर / SHASHWAT SUNDER SUR

सहप्रबन्धक / General Manager

पावर ग्रीड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट नं०-२, सेक्टर-२९, गुरुगांव-१२२ ००१ (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)



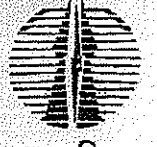
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पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

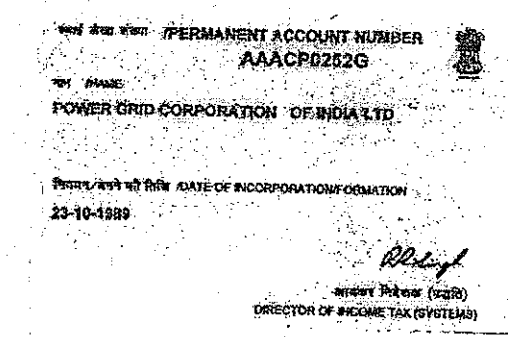


पावरग्रिड

केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फ़ैक्स : 0124-2571762, "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel. : 0124-2571700-719, Fax : 0124-2571762, Web.: www.powergridindia.com

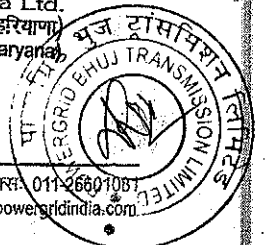
CIN : L40101DL1989GOI038121

Details as sought under 'Common Terms' on MSTC Portal

Sl.No	Bidder's Profile	
1	Name of the Bidding company	POWER GRID CORPORATION OF INDIA LIMITED
2	Address of the Bidding company	Regd office : B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi 110016 Corp Office : Saudamini, Plot no. 2, Sector 29, Gurgaon 122001, Haryana
3	Contact Person(Authorised Signatory)	Shashwat Sunder Sur
4	Telephone Number	01242822093
5	Mobile Number	9434740054
6	Email Address for correspondence	tbcb@powergrid.co.in
7	PAN of the Bidding Company	

Signature of Authorized Signatory
Shashwat Sunder Sur

शाश्वत सुन्दर सुर / SHASHWAT SUNDER SUR
महप्रबंधक / General Manager
पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट सं-2, सेक्टर-29, गुडगाँव-122 001 (हरियाणा)
Plot No.-2, Sector-29, Gurgaon- 122 001 (Haryana)



पंजीकृत कार्यालय: बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110016 दूरभाष: 011-26560112, 26560121, 26564812, 26564892, फ़ैक्स: 011-26601081
Regd. Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel.: 011-26560112, 26560121, 26564812, 26564892, Fax: 011-26601081, Web.: www.powergridindia.com

स्वहित एवं राष्ट्रहित में ऊर्जा बचाएं
Save Energy for Benefit of Self and Nation

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 Selected Bidder or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the TSA datedand the other RFP Project Documents and PFC Consulting Limited and Bhuj-II Transmission Limited, 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 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 Rupees 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 thirty (30) days of the last date of the validity of this Guarantee.

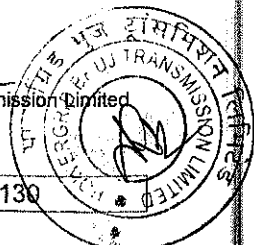
The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

Sitac Kabini Renewables Pvt Ltd

Adahi Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **Bhuj-II Transmission Limited**, [Insert name of the Selected Bidder] 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 **Bhuj-II Transmission Limited** or the Selected Bidder, to make any claim against or any demand on **Bhuj-II Transmission Limited** or the Selected Bidder or to give any notice to **Bhuj-II Transmission Limited** or the Selected Bidder 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 **Bhuj-II 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.

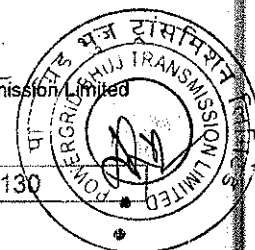
Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Crores (Rs.) only and it shall remain in force until [Date to be inserted on the basis of Article 3.1.2 of this TSA], with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE 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.

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



TRANSMISSIONS AND SUPPLY DEPARTMENT

In witness where of:

Signature

Name:

Power of attorney No.:


For:

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

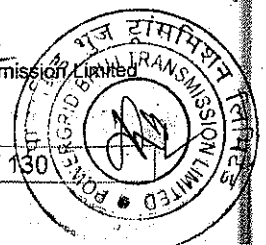
Banker's Seal and Full Address, including mailing address of the Head Office

Sitac Kabini Renewables Pvt Ltd


Adani Green Energy Ltd


Netra Wind Pvt Ltd


Bhuj-II Transmission Limited



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,

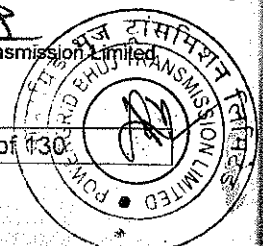
..... [Insert name of the new Long Term Transmission Customer 'n'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant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

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



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.

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



- 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

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

Sitac Kabini Renewables Pvt Ltd

Adani Green Energy Ltd

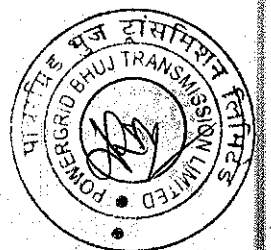
Netra Wind Pvt Ltd

Bhuj-II Transmission Limited



AMENDMENT

NO. 1



Amendment No. 1

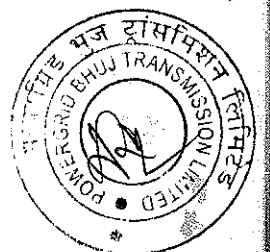
to

Request for Proposal (Rfp) and Transmission Service Agreement (TSA) for selection of Transmission Service Provider through tariff based competitive bidding process to establish "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat"

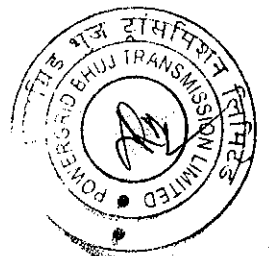
S.No.	Existing Provision	Amended Provision
1.	<p>Clause 2.21.1 of the Rfp Document, Contract Performance Guarantee</p> <p>Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs. 58,95,00,00/- (Rupees Fifty Eight Crores Ninety Five Lakhs only), 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).</p> <p>Annexure 6, point no 5 of RFP</p> <p>5. Our Bid is valid upto the period required under Clause 0 of the RFP.</p>	<p>Clause 2.21.1 of the Rfp Document, Contract Performance Guarantee</p> <p>Within ten (10) days from the date of issue of the Letter of Intent, the Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of Rs. 58,95,00,000/- (Rupees Fifty Eight Crores Ninety Five Lakhs only), 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).</p> <p>Annexure 6, point no 5 of Rfp</p> <p>5. Our Bid is valid upto the period required under Clause 2.17 of the RFP.</p>
3.	<p>Appendix - Specific Technical requirements for Transmission Lines of Rfp and Schedule -2 of TSA</p>	<p>Appendix - Specific Technical requirements for Transmission Lines of Rfp and Schedule -2 of TSA</p> <p>Revised Specific Technical Requirements for Transmission Lines are enclosed at Appendix-1.</p>
4.	<p>Article 3, Clause 3.1.1</p> <p>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 Rs. 58,95,00,00/- (Rupees Fifty Eight Crores Ninety Five Lakhs only) 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</p>	<p>Article 3, Clause 3.1.1</p> <p>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 Rs. 58,95,00,000/- (Rupees Fifty Eight Crores Ninety Five Lakhs only) 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</p>



S.No.	Existing Provision	Amended Provision
5.	<p>Article 3, Clause 3.3.3</p> <p>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 Rs. 58,95,00,00/- (Rupees Fifty Eight Crores Ninety Five Lakhs 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 Rs. 58,95,00,00/- (Rupees Fifty Eight Crores Ninety Five Lakhs only) 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 Rs. 58,95,00,00/- (Rupees Fifty Eight Crores Ninety Five Lakhs only) or any part thereof from the Contract Performance Guarantee, the shortfall in such amount not recovered from the Long Term Transmission Customers within ten (10) days after completion of the notice period.</p>	<p>Article 3, Clause 3.3.3</p> <p>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 Rs. 58,95,00,000/- (Rupees Fifty Eight Crores Ninety Five Lakhs 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 Rs. 58,95,00,000/- (Rupees Fifty Eight Crores Ninety Five Lakhs only) 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 Rs. 58,95,00,000/- (Rupees Fifty Eight Crores Ninety Five Lakhs only) or any part thereof from the Contract Performance Guarantee, the shortfall in such amount not recovered from the Long Term Transmission Customers within ten (10) days after completion of the notice period.</p>
6.	<p>Article 6, Clause 6.4.2. of the TSA</p> <p>6.4.2. The TSP's maximum liability under this Article 6.34 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.</p>	<p>Article 6, Clause 6.4.2. of the TSA</p> <p>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.</p>
7.	<p>Specific Technical Requirements for Transmission Line - Clause No. 14 - TAS Page No. 84 of 130</p> <p>14. Since, the transmission lines are passing through coastal/ creek regions, the fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 gms / sq m of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 127 microns and that and plates 5mm and above shall be maintained as 127 microns and that</p>	<p>Specific Technical Requirements for Transmission Line - Clause No. 14 - TAS Page No. 84 of 130</p> <p>14. Since, the transmission lines are passing through coastal/ creek regions for towers in coastal/ creek regions, the fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 gms / sq m of surface area except for plates and sections below 5mm which shall have a minimum overall zinc coating of 610gms/ sqm of surface area. The average zinc coating for all sections and plates 5mm and above shall be</p>



S.No.	Existing Provision	Amended Provision
8.	<p>for plates and sections below 5mm shall be maintained as 87 microns.</p> <p>Specific Technical Requirements for SubStation</p> <p>Fire Fighting System</p> <p>Fire-fighting system in general conforms to fire insurance regulations of India. Fire alarm system based on heat/smoke detectors are proposed to be installed in buildings (if any) in addition to portable fire extinguishers. Further the main header of fire fighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.</p> <p>At existing substations the fire-fighting systems if already available, would be extended for meeting the additional requirements.</p>	<p>maintained as 127 microns and that for plates and sections below 5mm shall be maintained as 87 microns.</p> <p>Specific Technical Requirements for SubStation</p> <p>Fire Fighting System</p> <p>Fire-fighting system for substation including transformer & reactor shall conform to CEA (Measures Relating to Safety & Electric Supply) Regulations.</p> <p>At existing substations the fire-fighting systems if already available, would be extended for meeting the additional requirements.</p>



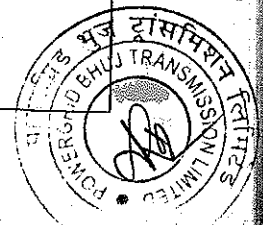
Modified Specific Technical Requirements for Transmission Lines

- 1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part-A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.
- 2.0 Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable:
- Steel section of grade E250 and/or grade E350 as per IS 2062, are only 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.
 - Towers shall be designed as per IS-802:20 IS, however the drag coefficient of the tower shall be as follows:-

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

- 3.0 Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and / or deemed necessary.
- 4.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol. 1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of High Intensity Winds (HIW) due to thunderstorms, dust-storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line.
- 5.0
- 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.
 - 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.
 - 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.
- 6.0 The relevant conductor configuration shall be as follows:-

Transmission line	ACSR Conductor Specified	Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy	Equivalent Al59 conductor based on 59% conductivity of Al Alloy	Sub-conductor Spacing
765kV D/C (Hexa Zebra) transmission lines	Zebra : Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	Stranding details: 61/3.19mm 28.71 mm diameter; 487.5 sq.mm Aluminium alloy area	Stranding details: 61/3.08mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	457 mm



765kV S/C (Quad Bersimis) transmission lines	Bersimis : Stranding 42/4.57 mm-Al + 7/2.54 mm- Steel, 688.9 sq mm, Aluminium area, 35.05 mm diameter	Stranding details: 61/4.0 mm 36.0 mm diameter; 767 sq.mm Aluminium alloy area	Stranding details: 61/4.02 mm 36.18 mm diameter; 774 sq.mm Aluminium alloy area	457 mm
400kV D/C (Twin Moose) transmission lines	Moose : Stranding 54/3.53mm-Al + 7/3.53 mm-Steel, 528.5 sq mm, Aluminium area, 31.77mm diameter	Stranding details: 61/3.55mm 31.95mm diameter; 604 sq.mm Aluminium alloy area	Stranding details: 61/3.52mm 31.7mm diameter; 593 sq.mm Aluminium alloy area	450 mm
400kV D/C (Quad Moose) transmission lines	Moose : Stranding 54/3.53mm-Al + 7/3.53 mm-Steel, 528.5 sq mm, Aluminium area, 31.77mm diameter	Stranding details: 61/3.55mm 31.95mm diameter; 604 sq.mm Aluminium alloy area	Stranding details: 61/3.52mm 31.7mm diameter; 593 sq.mm Aluminium alloy area	457 mm
220kV D/C (Zebra) transmission lines	Zebra : Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter	Stranding details: 61/3.19mm 28.71 mm diameter; 487.5 sq.mm Aluminium alloy area	Stranding details: 61/3.08mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area	NA
132kV D/C (Panther) transmission lines	Panther : Stranding 30/3.0 mm-Al + 7/3.0 mm-Steel, 212.05 sq mm Aluminium area, 21 mm diameter	Stranding details: 37/3.15mm 22.05 mm diameter; 288.3 sq.mm Aluminium alloy area	Stranding details: 37/3.08mm 21.56 mm diameter; 275.66 sq.mm Aluminium alloy area	NA

Note: The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for ACSR as well as AAAC and Al59.

- 7.0 The required phase to phase spacing and horizontal spacing for 765 kV, 400kV, 220 kV & 132 kV line shall be governed by the tower design as well as minimum live metal clearances for respective voltage levels under different insulator swing angles. However, the phase to phase spacing for 765kV and 400kV lines shall not be less than 15m and 8m respectively.
- 8.0 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. Since these clearance for 765 kV are not included in CEA Regulations, Indian Standard, following values shall be considered:

a) Minimum live metal clearance for 765 kV line:



i) Under Stationary Conditions

From tower body: For 765 kV D/C: 6.1 m
For 765 kV S/C: 5.6 m

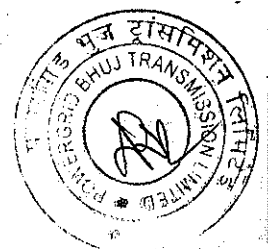
ii) Under swing conditions

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

b) Minimum ground clearance: 15 m

c) Minimum mid span separation between earth wire and conductor: 9.0 m

- 9.0 Shielding angle shall not exceed 10 deg for 765 kV D/C, 20 deg for 400 kV D/C line transmission lines and 30 deg for 220 kV and 132 kV transmission lines.
- 10.0 The Fault current for design of line shall be 50 kA for 1 sec for 765 kV, 63 kA for 1 sec for 400 kV and 40 kA for 1 sec for 220 kV & 132 kV.
- 11.0 Earth wire used in 132 kV and above voltage class lines shall be OPGW. In case of 400kV and above voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized stranded steel (GSS) or ACSR or AACSR conductor type.
- 12.0 Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance at tension tower for direct earthing of both shield wires.
- 13.0 For the transmission lines passing through coastal/creek regions:
- The fabricated tower parts and stubs shall have a minimum overall zinc coating of 900 gms/sqm of surface area except for plates and sections of thickness less than 5 mm, which shall have a minimum overall zinc coating of 610 gms/sqm of surface area.
 - The average zinc coating thickness for all sections and plates, having thickness 5 mm and above, shall be 127 microns and that for plates and sections of thickness less than 5 mm shall be 87 microns.
- 14.0 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.



AMENDMENT

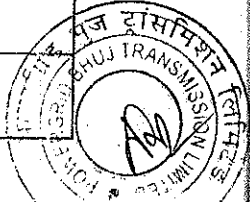
NO. 2



to

Request for Proposal (RFP) and Transmission Service Agreement (TSA) for selection of Transmission Service Provider through tariff based competitive bidding process to establish "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat"

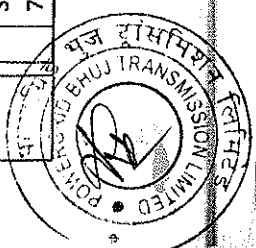
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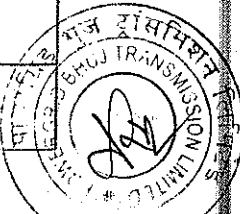
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S.No.	Existing Provision	Amended Provision
3.	1X240 MVAR switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II -Lakadia 765 KV D/c line (2X240 MVAR , 765 kV with 400 ohm NGR; 765 KV Reactor Bays -2 nos.; 1X80 MVAR , 765 kV , 1-ph switchable line Reactor (spare unit) at bhuj-II end)	1X240 MVAR switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II -Lakadia 765 KV D/c line (2X240 MVAR , 765 kV with 400 ohm NGR; 765 KV Reactor Bays -2 nos.; 1X80 MVAR , 765 kV , 1-ph switchable line Reactor (spare unit) at bhuj-II end)
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2.	Transmission Element in Clause 2.15 and Point No. 8 - Annexure 6 of the RFP and Schedule-3 of TSA	Transmission Element in Clause 2.15 and Point No. 8 - Annexure 6 of the RFP and Schedule-3 of TSA
S.No.	Name of the Transmission Element	Name of the Transmission Element
1.	Establishment of 2x1500MVA (765/400kV), 4x500MVA (400/220kV) Bhuj-II PS (GIS) with 765kV (1x330MVAR) and 420kV (125 MVAR) bus reactor (2x1500MVA(765/400kV), 4x500MVA (400/220kV), 400kV ICT bay - 6 nos., 765kV ICT bay - 2 nos., 220kV ICT bay - 4 nos., 765kV line bay - 4 nos., 220kV line bays - 7 nos., 1x330MVAR - 765kV, 1x125MVAR - 420kV, 765kV reactor Bays -1 no., 420kV reactor Bays -1 no.) Future provisions: Space for: 765/400kV ICTs along with	Establishment of 2x1500MVA (765/400kV), 4x500MVA (400/220kV) Bhuj-II PS (GIS) with 765kV (1x330MVAR) and 420kV (125 MVAR) bus reactor (2x1500MVA(765/400kV), 4x500MVA (400/220kV), 1X500 MVA (765/400 kV), 1-ph ICT (spare unit); 400kV ICT bay - 6 nos., 765kV ICT bay - 2 nos., 220kV ICT bay - 4 nos., 765kV line bay - 4 nos., 220kV line bays - 7 nos., 1x330MVAR - 765kV, 1x125MVAR - 420kV, 765kV reactor Bays -1 no., 400kV
Schedulcd COD in months from Effective Date	December 31, 2020	December 31, 2020
Percentage of Transmission Charges recoverable on Scheduled COD of the Element of the Project	85.58%	63.00%
Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element	<ul style="list-style-type: none"> Elements marked at Sl. No. 1 & 2 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other. Availability of transmission scheme being implemented under "Western Region Strengthening 	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.



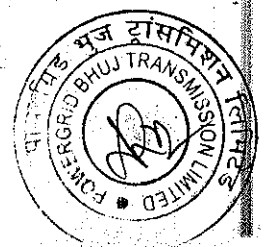
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S.No.	Existing Provision	Amended Provision
<p>bays: 2 nos. 400/220kV ICTs along with bays: 5 nos. 765kV line bays: 4 nos. 400kV line bays: 6 nos. 220kV line bays: 9 nos. 765kV bus reactor along with bays: 1no. 400kV bus reactor along with bays: 1no</p>	<p>Scheme-21 (WRSS-21) Part A Transmission System strengthening for relieving over loadings observed in Gujarat Intra-state system due to RE injections in Bhuj PS" (Scope as per 3rd ECT MoM)</p>	<p>reactor Bays - 1 no.; 1X1.10 MVAR, 765 kV, 1ph Reactor (spare unit)) Future provisions: Space for: 765/400kV ICTs along with bays: 2 nos. 400/220kV ICTs along with bays: 5 nos. 765kV line bays: 4 nos. 400kV line bays: 6 nos. 220kV line bays: 9 nos 765kV bus reactor along with bays: 1no 400kV bus reactor along with bays: 1no</p>
<p>2. Reconfiguration of Bhuj PS - Lakadia PS 765kV D/c line so as to establish Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line.</p>	<p>14.42%</p>	<p>2. Reconfiguration of Bhuj PS - Lakadia PS 765kV D/c line so as to establish Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line</p>
<p>3. Annexure-12 of RfP: List of Banks</p>		<p>3. 1X240 MVAR switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II - Lakadia 765 kV D/c line (2X240 MVAR, 765 kV with 400 ohm NGR; 765 kV Reactor Bays -2 nos.; 1X80 MVAR, 765 kV, 1-ph switchable line Reactor (spare unit) at bhuj-II end)</p>
<p>3. Annexure-12 of RfP: List of Banks</p>		<p>Annexure-12 of RfP: List of Banks The following bank is included. RBL Bank Limited</p>
<p>4. Annexure-1 of RfP: List of LTTCs, Schedule 1 of TSA</p>		<p>Annexure-1 of RfP: List of LTTCs, Schedule 1 of TSA The following LTTC is deleted. Sitac Kabini Renewables Pvt Ltd.</p>



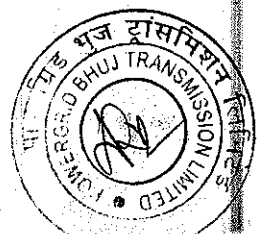
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S.No.	Existing Provision	Amended Provision
5.	<p>TSA Clause 18.1.1 The Long Term Transmission Customers hereby appoint and authorise "Sitac Kabini Renewables Pvt Ltd" (hereinafter referred to as the "Lead Long Term Transmission Customer") to represent all the Long Term Transmission Customers</p>	<p>TSA Clause 18.1.1 The Long Term Transmission Customers hereby appoint and authorise "Netra Wind Pvt Limited" (hereinafter referred to as the "Lead Long Term Transmission Customer") to represent all the Long Term Transmission Customers</p>
6.	<p>TSA Clause 18.1.2 it is clarified that all decisions taken by the "Sitac Kabini Renewables Pvt Ltd" 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.</p>	<p>TSA Clause 18.1.2 it is clarified that all decisions taken by the "Netra Wind Pvt Ltd" 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.</p>
7.	<p>TSA Clause 18.1.3 as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "Sitac Kabini Renewables Pvt Ltd", appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the provisions of Article 18.1.2 shall be applicable.</p>	<p>TSA Clause 18.1.3 as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "Netra Wind Pvt Ltd", appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the provisions of Article 18.1.2 shall be applicable.</p>



AMENDMENT

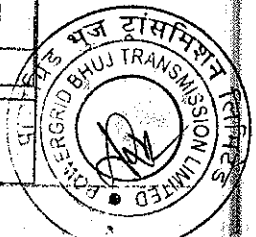
NO. 3



Amendment No. 3

Request for Proposal (RFP) and Transmission Service Agreement (TSA) for selection of Transmission Service Provider through tariff based competitive bidding process to establish "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat"

S.No.		Existing Provision as per Amendment No.2			Amended Provision		
1.		Transmission Element in Clause 2.15 and Point No. 8 - Annexure 6 of the RFP and Schedule-3 of TSA			Transmission Element in Clause 2.15 and Point No. 8 - Annexure 6 of the RFP and Schedule-3 of TSA		
Sl. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective 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 2x1500MVA (765/400KV); 4x500MVA (400/220KV) Bhuj-II PS (GIS) with 765KV (1x330MVAR) and 420KV (125 MVAR) bus reactor (2x1500MVA/765/400KV), 4x500MVA (400/220KV), 1x500 MVA (765/400 KV), 1-ph ICT (spare unit); 400KV ICT bay - 6 nos., 765KV ICT bay - 2 nos., 220KV ICT bay - 4 nos., 765KV line bay - 4 nos., 220KV line bays - 7 nos., 1x330MVAR - 765KV, 1x125MVAR - 420KV, 765KV reactor Bays -1 no., 400KV reactor Bays - 1 no.;	December 31, 2020	63.00%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.	December 31, 2020	42.32%	Elements marked at Sl. No. 1, 2 & 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.

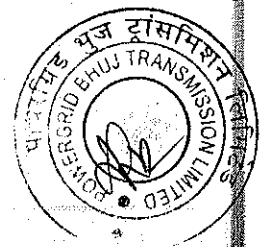


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S.No.	Existing Provision as per Amendment No.2	Amended Provision
	<p>1X110 MVAR, 765 kV, 1ph Reactor (spare unit))</p> <p>Future provisions: Space for: 765/400KV ICTs along with bays: 2 nos. 400/220KV ICTs along with bays: 5 nos. 765kV line bays: 4 nos. 400KV line bays: 6 nos. 220KV line bays: 9 nos 765kV bus reactor along with bays: 1no 400KV bus reactor along with bays: 1no</p>	<p>1X110 MVAR, 765 kV, 1ph Reactor (spare unit))</p> <p>Future provisions: Space for: 765/400KV ICTs along with bays: 2 nos. 400/220KV ICTs along with bays: 5 nos. 765kV line bays: 4 nos. 400KV line bays: 6 nos. 220KV line bays: 9 nos 765kV bus reactor along with bays: 1no 400KV bus reactor along with bays: 1no</p>
2.	<p>Reconfiguration of Bhuj PS - Lakadia PS 765kV D/c line so as to establish Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line</p>	<p>2. Reconfiguration of Bhuj PS - Lakadia PS 765kV D/c line so as to establish Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765kV D/C line</p>
3.	<p>1X240 MVAR switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II - Lakadia 765 kV D/c line (2X240 MVAR, 765 kV with 400 ohm NGR; 765 kV Reactor Bays -2 nos.; 1X80 MVAR, 765 kV, 1-ph switchable line Reactor (spare unit) at bhuj-II end)</p>	<p>3. 1X240 MVAR switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II - Lakadia 765 kV D/c line (2X240 MVAR, 765 kV with 400 ohm NGR; 765 kV Reactor Bays -2 nos.; 1X80 MVAR, 765 kV, 1-ph switchable line Reactor (spare unit) at bhuj-II end)</p>

11/11

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CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHIPetition No. 447/TL/2019

Coram:

Shri P.K. Pujari, Chairperson

Shri I. S. Jha, Member

Date of Order: 3rd of March, 2020**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 Bhuj-II Transmission Limited.

And**In the matter of**

Power Grid Bhuj Transmission Limited (PBTL)
B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi – 110 01

....Petitioner

Vs

- 1) Netra Wind Private Limited
B 504, Delhi Building, Orchard Avenue,
Sector No. 3, Hiranandani Business Park,
Powai, Mumbai- 400 076.
- 2) Adani Green Energy Limited
Adani House, 4th Floor,
South Wing, Shantigram, S.G Highway,
Ahmedabad-382 421.
- 3) PFC Consulting Limited
9th Floor, A-Wing,
Statesman House, Connaught Place,
New Delhi-110 001.
- 4) Power Grid Corporation of India Limited
Saudamini, Plot No. 2, Sector-29
Gurgaon -122 0010.

.....Respondents

Parties present:

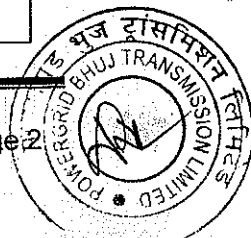
Shri B. Vamsi, PBTL



ORDER

The Petitioner, Powergrid Bhuj 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 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 System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" (hereinafter referred to as "Transmission System" or "Project") on Build, Own, Operate and Maintain (BOOM) basis comprising the following elements:

Sr. No.	Name of the Transmission Element	Scheduled COD from Effective Date
1.	<p>Establishment of 2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV) Bhuj-II PS (GIS) with 765kV (1x330 MVA) and 420 kV (125 MVA) bus reactor</p> <p>(2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV), 1x500 MVA (765/400 kV), 1-ph ICT (spare unit)</p> <p>400 kV ICT bay -6 nos. 765 kV ICT bay-2 nos. 220 kV ICT bay -4 nos. 765 kV line bay-4 nos. 220 kV line bay-7 nos. 1x330 MVA-765kV 1x110 MVA-765kV, 1ph Reactor (spare unit) 1x125MVA-420kV 765kV reactor Bays -1 no. 400kV reactor Bays -1 no.</p> <p>Future provisions : Space for :</p> <p>765/400kV ICTs along with bays : 2 nos. 400/220kV ICTs along with bays : 5 nos. 765kV line bays : 4 nos. 400kV line bays : 6 nos. 220kV line bays : 9 nos. 765kV bus reactor along with bays : 1 no. 400kV bus reactor along with bays : 1 no.</p>	December 31, 2020



Sr. No.	Name of the Transmission Element	Scheduled COD from Effective Date
2.	Reconfiguration of Bhuj PS- Lakadia PS 765 kV D/c line so as to establish Bhuj-II – Lakadia 765 kV D/C line as well as Bhuj - Bhuj-II 765kV D/C line	
3.	1x240 MVAR switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II Lakadia 765kV D/c line (2x240 MVAR, 765 kV with 400 ohm NGR; 765 kV Reactor Bays-2 nos; 1x80 MVAR, 765 kV, 1-ph switchable line Reactor (spare unit) at Bhuj-II end)	

2. Based on the competitive bidding carried out by PFC Consulting Limited (hereinafter referred to as 'PFCCL') in accordance with the Guidelines issued by Ministry of Power, Government of India under Section 63 of the Act, M/s Power Grid Corporation of India Limited emerged as the successful bidder with the lowest levelized transmission charges of Rs.1237.67 million per annum.

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 24.1.2020 *prima facie* proposed to grant licence to the Petitioner. Relevant para of our order dated 24.1.2020 is extracted as under:

"19. We have considered the submissions of the Petitioner and BPC. The proviso to Clause 2.4 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 31.7.2019, BPC, vide its letter dated 16.10.2019, in terms of Clauses 2.4, 2.5 and 2.6 of RfP extended the date upto 26.10.2019 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. 58.95 crore and has acquired hundred percent equity-holding in the applicant company on 16.10.2019 after execution of the Share Purchase Agreement. The TSP on behalf of the selected bidder filed the Application for grant of transmission licence and adoption of tariff on 22.10.2019. 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 para 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



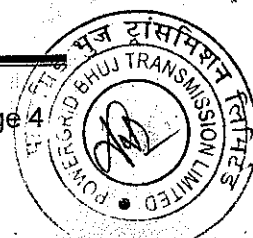
aforesaid. The objections or suggestions, if any, be filed by any person before the Commission, by 12.2.2020."

4. A public notice under Section 15 (5) of the Act was published on 30.1.2020 in all editions of Hindustan Times (English) and Dainik Jagran (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 24.1.2020, 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 affidavit dated 4.2.2020 has submitted that the transmission Project is being governed by the pre-signed TSA dated 23.4.2019 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 the time over-run and cost over-run shall be claimed by the Petitioner in accordance with the applicable provisions of the TSA read with the provisions of the Electricity Act, 2003, bidding documents and the Regulations of the Commission.



7. In our order dated 24.1.2020, the following provisions of the TSA with regard to quality control and workmanship were taken note of:

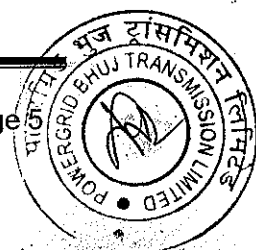
(a) As per Article 5.1.1 of the TSA, the TSP at its own cost and expense, shall be responsible for designing, constructing, erecting, completing and commissioning each element of the Project by Scheduled COD in accordance with the various regulations of the Central Electricity Authority.

(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.

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

8. The Petitioner, vide its affidavit dated 4.2.2020, 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. The Petitioner has submitted that the provisions of the TSA including those related to quality control during construction of the Project are binding on the parties. The Petitioner has submitted that it is a wholly owned subsidiary of Power Grid Corporation of India Limited (PGCIL) and follows the same quality standards and practices as are being followed by PGCIL.

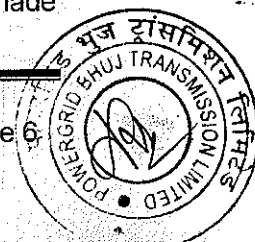


9. We have considered the submission of the Petitioner. In the TSA, there is provision for the lead LTTC to designate upto three employees for inspection of the progress of the Project. Further, the Petitioner is required to give a monthly progress report to the lead LTTC and the CEA about the Project 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 non-conformance 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. CTU through its recommendation for grant of transmission licence to the Petitioner has placed documents on record regarding compliance of Regulations 9.1 and 9.2 of the Central Electricity Regulatory Commission (Planning, Coordination and Development of Economic and Efficient Inter-State Transmission System by Central Transmission Utility and other related matters) Regulations, 2018.

11. As regard the 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.

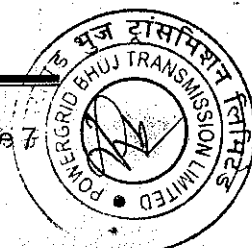
(16) The Commission may, before granting licence or rejecting the application, provide an opportunity of hearing to the applicant, the Central Transmission Utility, the long-term customers, or the person who has filed suggestions and objections, or any other person:

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

12. In our order dated 24.1.2020, 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 6.12.2019 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 para 1 of this order. Accordingly, we direct that Transmission Licence be granted to the Petitioner, Powergrid Bhuj Transmission Limited, to establish "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" on Build, Own, Operate and Maintain basis as per the details given in para 1 above.

13. 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;
- (b) The transmission licensee shall comply with the provisions of the Transmission Licence Regulations or any subsequent enactment thereof and



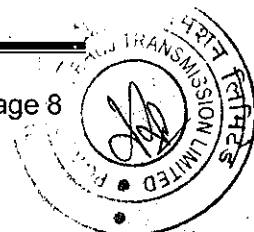
the terms and condition of the TSA during the period of subsistence of the licence.

(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;

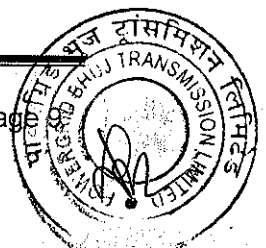


(g) The licensee shall remain bound by the Central Electricity Regulatory Commission (Standard of Performance of inter-State transmission licensees) Regulations, 2012 or subsequent enactment thereof.

(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, Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 and 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 Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 as amended from time to time or any subsequent re-enactment 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 the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2010 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.

14. Central Electricity Authority shall 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 Transmission Licence Regulations.

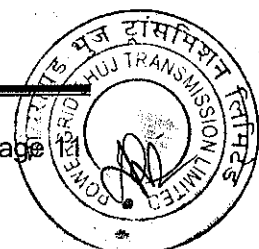


15. A copy of this order shall be sent to CEA for information and necessary action.

16. Petition No. 447/TL/2019 is disposed of in terms of the above.

Sd/-
(I.S.Jha)
Member

sd/-
(P. K. Pujari)
Chairperson



**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI****Petition No. 448/AT/2019****Coram:****Shri P. K. Pujari, Chairperson****Shri I. S. Jha, Member****Date of Order: 5th March, 2020****In the matter of:**

Application under Section 63 of the Electricity Act, 2003 for adoption of transmission charges with respect to the Transmission System being established by Bhuj-II Transmission Limited.

And**In the matter of**

Bhuj-II Transmission Limited (BTL)
B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi-110 016.

.....Petitioner**Vs**

1) Netra Wind Private Limited
B 504, Delphi Building,
Orchard Avenue, Sector 3,
Hiranandani Business Park,
Powai, Mumbai – 400 076

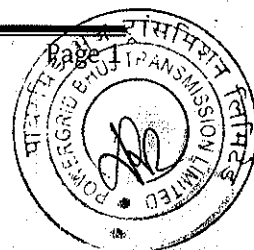
2) Adani Green Energy Limited
Adani House, 4th Floor, South Wing,
Shantigram, SG Highway, Ahmedabad – 382 421

3) PFC Consulting Limited
9th Floor, A- Wing,
Statement House,
Connaught Place, New Delhi-110 001.

4) Chief Executive Officer, CTU Planning
Power Grid Corporation of India Limited
Saudamini, Plot No.2, Sector -29,
Gurgaon-122 001

.....Respondents**Parties present:**

1) Shri B Vamsi, BTL

Order in Petition No. 448/AT/2019

2) Shri Mani Kumar, BTL

ORDER

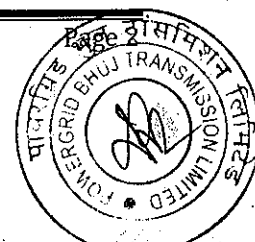
The Petitioner, Bhuj-II Transmission Limited, has filed the present Petition under Section 63 of the Electricity Act, 2003 (hereinafter referred to as the 'Act') for adoption of transmission charges in respect of "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" (hereinafter referred to as 'the Transmission System' or 'the Project') to be established on Build, Own, Operate and Maintain (BOOM) basis.

2. The Petitioner, vide its affidavit dated 25.11.2019, has informed that the name of the company has been changed from 'Bhuj-II Transmission Limited' to 'Powergrid Bhuj Transmission Limited' with effect from 16.11.2019. The certificate of change of name from 'Bhuj-II Transmission Limited' to 'Powergrid Bhuj Transmission Limited' dated 16.11.2019 issued by Registrar of Companies, Delhi has been placed on record. Accordingly, the name of the Petitioner has been changed to Powergrid Bhuj Transmission Limited on the record of the Commission.

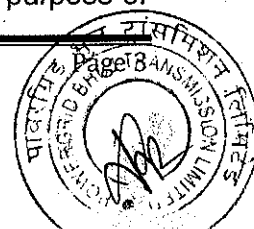
3. Section 63 of the Electricity Act, 2003 provides as under:

"Section 63: Determination of tariff by bidding process: Notwithstanding anything contained in section 62, the Appropriate Commission shall adopt the tariff if such tariff has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government."

4. Government of India, Ministry of Power has notified the 'Tariff based Competitive-bidding Guidelines for Transmission Service' (hereinafter referred to as 'the Guidelines') under Section 63 of the Act vide Resolution No. 11/5/2005-PG(i) dated 17.4.2006. The salient features of the Guidelines are as under:



- a) The Guidelines are applicable for procurement of transmission services for transmission of electricity through tariff based competitive bidding and for selection of Transmission Service Provider (TSP) for new transmission lines and to Build, Own, Maintain and Operate the specified transmission system elements.
- b) For procurement of transmission services, required for inter-State transmission Project, the Central Government shall notify any Central Government Organization or any Central Public Sector Undertakings, or its wholly owned subsidiary (Special Purpose Vehicle) the Bid Process Coordinator (BPC) who would be responsible for coordinating the bid process.
- c) The BPC shall prepare the bid documents in accordance with the Guidelines and obtain approval of the Appropriate Commission or alternatively, the BPC can use the Standard Bid Documents notified by the Ministry of Power, Government of India. Approval of the Appropriate Commission would be necessary, if any material deviation is proposed to be made in the Standard Bid Documents. Intimation about the initiation of the bid process shall be sent by the BPC to the Appropriate Commission.
- d) For procurement of transmission services under the Guidelines, the BPC may adopt at its option either a two-stage process featuring separate Request for Qualification (RfQ) and Request for Proposal (RfP) or adopt a single stage two envelope tender process combining both RfQ and RfP processes.
- e) RfQ or combined RfQ and RfP notice shall be issued in at least two national newspapers, on websites of the BPC and the Appropriate Government and preferably in the trade magazines also to provide wide publicity. For the purpose of



issue of RfQ, minimum conditions to be met by the bidder shall be specified in RfQ notice. The bidding shall be by way of International Competitive Bidding.

f) Standard documentations to be provided in the RfQ stage shall include definitions of requirements including brief description of the Project, commissioning milestones to be achieved by the bidders, qualification required to be met by bidders and conditions as specified by the Appropriate Commission for being eligible to obtain transmission licence, etc.

g) Standard documentations to be provided by BPC in the RfP shall include specified target dates/months for commissioning and commercial operations and start of providing transmission services, Transmission Service Agreement (hereinafter after referred to as 'the TSA') proposed to be entered into with the selected bidder, period of validity of offer of bidder, bid evaluation methodology to be adopted by the BPC, Discount Factor to be used for evaluation of the bids, specification regarding the bid bond and project completion guarantee to be furnished by the bidders, proposed indemnification agreement between the TSP and the utilities, amount of contract performance guarantee as percentage of the project cost, the liquidated damages that would apply in the case of delay in start of providing the transmission services and other technical and safety criteria to be met by the bidder/TSP including the provisions of Indian Electricity Grid Code (hereinafter referred to as 'Grid Code').

h) To ensure competitiveness, the minimum number of qualified bidders shall be two. The BPC shall constitute a committee for evaluation of the bids with at least one member from Central Electricity Authority (CEA) and not less than two



members from the concerned Regional Power Committees and at least one independent member. The bids shall be opened in public and the representative of the bidders shall be allowed to remain present. The technical bids shall be scored to ensure that only the bids that meet the minimum technical criteria set out in the RfQ shall be considered for further evaluation on the transmission charge bids. The transmission charge bid shall be rejected if it contains any deviation from the tender conditions for submission of the same. The bidder, who has quoted the lowest transmission charge as per the evaluation procedure, shall be considered for the award.

i) The Guidelines provide for suggested time tables for the bid process. The timeline suggested for two stage bid process is 145 days and single stage two envelope bid process is 180 days. BPC is empowered to give extended time-frame based on the prevailing circumstances and such alterations shall not be construed as the deviation from the Guidelines.

j) The selected bidder shall make an application for grant of transmission licence to the Appropriate Commission within ten days from the date of issue of Lol or signing of TSA, whichever is later, subject to further extension of time as provided under Clause 2.4 of the RfP. TSA shall be signed with the selected bidder in accordance with the terms and conditions as finalized in the bid documents before the RfP stage.

k) BPC shall make the final result of evaluation of all bids public. The final TSA along with the certification of Bid Evaluation Committee (BEC) shall be forwarded



to the Appropriate Commission for adoption of tariff in terms of Section 63 of the Act.

5. Therefore, we have to examine whether the process as per provisions of the Guidelines has been followed in the present case for arriving at the lowest levelised transmission charges and for selection of the successful bidder.

6. Ministry of Power, Government of India, vide its Notification dated 1.2.2019 notified PFC Consulting Limited (hereinafter referred to as 'PFCCL') as the Bid Process Coordinator (BPC) for the purpose of selection of bidder as Transmission Service Provider to establish "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" through tariff based competitive bidding process.

7. Bhuj-II Transmission Limited was incorporated on 25.2.2019 under the Companies Act, 2013 as a wholly owned subsidiary of PFCCL with the objective to establish the "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" and to act as the Transmission Service Provider after being acquired by the successful bidder. The main objectives of the Petitioner Company as mentioned in its Memorandum of Association are as under:

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



8. BPC prepared the bidding documents such as RfQ and RfP in accordance with the Standard Bid Documents issued by the Ministry of Power, Government of India. BPC started the process of selection of TSP with the publication of Global Invitation for Qualification for selection of developer on BOOM basis for the Project. The notice for RfQ was published on 18.1.2019 in all editions of Business Standard (English and Hindi) and on 21.1.2019 in Financial Times (Worldwide) with the last date of submission of response to RfQ as 18.2.2019. Intimation regarding the initiation of the bid process was given to the Central Commission in accordance with Clause 4.2 of the Guidelines vide letter No. 04/ITP-31/18-19/RFQ dated 22.1.2019.

9. The key milestones in the bidding process were as under:

S. No.	Events	Date
1.	Publication of Request for Qualification	17.1.2019
2.	Submission of response to Request for Qualification	18.2.2019
3.	Issuance of Request for Proposal	18.3.2019
4.	RfP (Non- Financial) and Price Bid submission	2.7.2019
5.	Technical Bid Opening	2.7.2019
6.	Initial Price Offer-Opening	16.7.2019
7.	e-Reverse Auction	17.7.2019
8.	Issuance of Letter of Intent to successful bidder	31.7.2019
9.	Signing of Share Purchase Agreement and transfer of Special Purpose Vehicle	16.10.2019

10. The scope of the Project as per the Request for Proposal and the Transmission Service Agreement is as under:

Sr. No.	Name of the Transmission Element	Scheduled COD from Effective Date
1.	Establishment of 2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV) Bhuj-II PS (GIS) with 765 kV (1x330 MVA) and 420 kV (125 MVA) bus reactor	December 31, 2020



Sr. No.	Name of the Transmission Element	Scheduled COD from Effective Date
	<p>(2x1500 MVA (765/400 kV), 4x500 MVA (400/220 kV), 1x500 MVA (765/400 kV), 1-ph ICT (spare unit)</p> <p>400 kV ICT bay -6 nos. 765 kV ICT bay-2 nos. 220 kV ICT bay -4 nos. 765 kV line bay-4 nos. 220 kV line bay-7 nos. 1x330 MVA-765 kV 1x110 MVA-765 kV, 1ph Reactor (spare unit) 1x125MVA-420 kV 765kV reactor Bays -1 no. 400kV reactor Bays -1 no.</p> <p>Future provisions : Space for : 765/400kV ICTs along with bays : 2 nos. 400/220kV ICTs along with bays : 5 nos. 765 kV line bays : 4 nos. 400 kV line bays : 6 nos. 220 kV line bays : 9 nos. 765 kV bus reactor along with bays : 1 no 400 kV bus reactor along with bays : 1 no</p>	
2.	Reconfiguration of Bhuj PS- Lakadia PS 765 kV D/c line so as to establish Bhuj-II – Lakadia 765 kV D/C line as well as Bhuj-Bhuj-II 765 kV line	
3.	1x240 MVA switchable line reactor for each circuit at Bhuj-II PS end of Bhuj-II Lakadia 765 kV D/c line (2x240 MVA, 765 kV with 400 ohm NGR; 765 kV Reactor Bays - 2 nos; 1x80 MVA, 765 kV, 1-ph switchable line Reactor (spare unit) at Bhuj-II end)	

11. The identified Long Term Transmission Customers (LTTCs) of the Project as specified in the TSA are as under:

S. No.	Name of the Long Term Transmission Customer
1.	Sitac Kabini Renewables Private Limited
2.	Adani Green Energy Limited
3.	Netra Wind Private Limited

12. Out of three LTTCs, two LTTCs have signed the Transmission Service Agreement. BPC, vide amendment No. 2 to the Request for Proposal (RfP), had deleted the one of the LTTCs, namely, Sitac Kabini Renewables Private Limited. Therefore, presently, only two LTTCs are the beneficiaries of the Project.

13. As per the decision of the Empowered Committee on Transmission, the Bid Evaluation Committee (BEC) comprising of the following was constituted:

- | | | |
|----|--|-----------------|
| a) | Ms. Kamlesh Sekhon, Sr. Vice President & Head, SBI Capital Markets Limited, New Delhi | Chairman |
| b) | Shri Sanjay Srivastava, Chief Engineer, (PSETD), CEA | Member |
| c) | Shri Awdhesh Kumar Yadav, Director (PSPA-I), CEA | Member |
| d) | Shri Jaynish Modi, Chief Finance Manager, Gujarat Energy Transmission Corporation Limited | Member |
| e) | Shri P. K. Shah, Superintending Engineer (Projects), Gujarat Energy Transmission Corporation Limited | Member |
| f) | Shri Sanjay Mehrotra, Chairman (Bhuj-II Transmission Limited) | Convener-Member |

14. Responses to RfQ were received from the following nine bidders:

S. No.	Name of Bidders
1.	Power Grid Corporation of India Limited
2.	Sterlite Grid 17 Limited
3.	Adani Transmission Limited
4.	Kalpataru Power Transmission Limited & Techno Electric and Engineering Company Limited Consortium
5.	ReNew Power Limited
6.	Torrent Power Limited
7.	Tata Power Company Limited
8.	CLP India Private Limited
9.	L&T Infrastructure Development Projects Limited



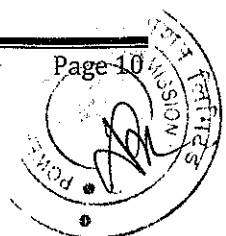
15. The responses to the RfQ were opened 18.2.2019 in the presence of BEC and the representatives of the bidders. Based on the evaluation of the responses to RfQ, the BEC declared all nine bidders as qualified to participate in RfP stage.

16. Out of nine qualified bidders, the following three bidders submitted RfP (Non-Financial and Financial) bids:

S.No.	Name of Bidders
1.	Torrent Power Limited
2.	Sterlite Grid 17 Limited
3.	Power Grid Corporation of India Limited

17. The RfP (Non-Financial) Bids of above three bidders were opened through MSTC portal on 2.7.2019 by the BEC in the presence of the representative of the bidders. The RfP (Financial) Bids-Initial Price Offer of three bidders was opened online by the BEC on 16.7.2019. The lowest Initial Price Offer discovered (Best Deal) at MSTC portal was Rs. 1456.95 million per annum for participating in the e-Reverse auction. BEC recommended all three bidders to participate in the e-Reverse auction stage and to submit their final offers. These bidders quoted the Initial Price Offer (Levelised Transmission Charges) as under:

S.No.	Name of Bidders	Levelised Transmission Charges from the Initial Offer (Rs. in Million)	Rank
1	Sterlite Grid 17 Limited	1456.95	L1
2	Power Grid Corporation of India Limited	1608.61	L2
3	Torrent Power Limited	1928.22	L3



18. The e-Reverse auction was carried out at MSTC portal on 17.7.2019 in the presence of representatives of bidders and members of BEC. After 55 rounds of bidding, the following levelised transmission tariff for each bidder (in ascending order) emerged:

S. No.	Name of the Bidder	Levelised Transmission Chargers from the Final Offer (in Rs. Million)	Rank
1.	Power Grid Corporation of India Limited	1237.67	L-1
2.	Sterlite Grid 17 Limited	1240.78	L-2
3.	Torrent Power Limited	1292.71	L-3

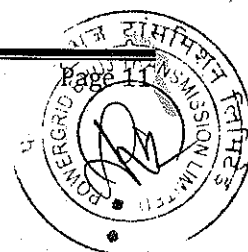
19. Based on e-Reverse bidding, BEC in its meeting held on 24.7.2019 recommended Power Grid Corporation of India Limited with the lowest Levelised Transmission Charges of Rs. 1237.67 million per annum as the successful bidder.

20. Letter of Intent was issued by the BPC on 31.7.2019 to the successful bidder, namely, Power Grid Corporation of India Limited. In accordance with Clause 12.3 of the Guidelines, BPC has hosted on the website of PFCCL, the final result of the evaluation of the bids for selection of developer for the Project.

21. In accordance with the provisions of the bid documents and Lol issued in its favour, the Petitioner has prayed for adoption of the transmission charges for the Project which has been discovered through the process of competitive bidding.

22. In accordance with Clause 2.4 of RfP, the selected bidder shall within 10 days of issue of the Letter of Intent, accomplish the following tasks:

- a) Provide Contract Performance Guarantee in favour of the LTTCs;
- b) Execute the Share Purchase Agreement;



- c) Acquire, for the acquisition price, one hundred percent equity shareholdings of Bhuj-II Transmission Limited along with all its related assets and liabilities;
- d) Make an application to this Commission for adoption of charges under Section 63 of the Act; and
- e) Apply to this Commission for grant of transmission licence.

23. The proviso to Clause 2.4 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 31.7.2019, BPC, vide its letters dated 16.10.2019, in terms of Clauses 2.4, 2.5 and 2.6 of RfP extended the date upto 26.10.2019 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 of Rs. 58.95 crore and has acquired hundred percent equity-holding in the applicant company on 16.10.2019 after execution of the Share Purchase Agreement. The TSP on behalf of the selected bidder filed the present Petition for adoption of transmission tariff on 22.10.2019.

24. On receipt of the present Petition, BPC, vide letter dated 13.12.2019, was directed to submit the relevant documents regarding complete process of competitive bidding. The necessary details have been filed by the BPC under affidavit dated 19.12.2019.

25. Notices were issued to all the Respondents including the LTTCs of the Project. No reply has been filed by the Respondents despite notice. None was present on behalf of the LTTCs.



26. In accordance with the Competitive Bidding Guidelines, BEC has to certify that the tariff has been discovered through a transparent process of bidding and the tariff discovered is in line with prevailing market prices. In the minutes of Bid Evaluation Committee meeting held on 24.7.2019, the following has been recorded:

"2. The BEC in its meeting held on 16th July, 2019 for opening of the Initial Offer recommended the following:

i. As per provisions of the RfP document, following Three (03) bidders are qualified to participate in the e-Reverse Auction:

S.No.	Name of Bidders	Levelised Transmission Charges from the Initial Offer (in Rs. Million)	Rank
1.	Sterlite Grid 17 Limited	1456.95	L1
2.	Power Grid Corporation of India Limited	1608.61	L2
3.	Torrent Power Limited	1928.22	L3

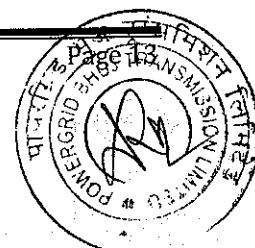
ii. The lowest Levelised Transmission Charges from the Initial Offer submitted by the Bidders is Rs. 1456.95 million per annum which shall be the initial ceiling for quoting the Final Offers during e-Reverse Auction.

iii. To start the e-reverse auction on 17th July, 2019 at 10:00 hrs (IST) after intimation to all above three (03) qualified bidders regarding lowest initial price offer.

3. Pursuant to the above, PFCCL confirmed to BEC that all three (03) bidders were informed vide letter dated 16th July 2019, regarding the e-Reverse Auction start time and lowest initial offer.

4. The e- Reverse Auction started on 17th July, 2019 at 10:00 hrs (IST). All the three (03) bidders participated in the e-Reverse Auction. After 55 rounds of bidding, following Levelised Transmission Charges for each Bidder (in ascending order) emerged:

S. No.	Name of the Bidder	Levelised Transmission Charges from the Initial Offer (in Rs. Million)	Levelised Transmission Chargers from the Final Offer (in Rs. Million)	Rank
1.	Power Grid Corporation of India Limited	1608.61 (L-2)	1237.67	L-1



2.	Sterlite Grid 15 Limited	1456.95 (L-1)	1240.78	L-2
3.	Torrent Power Limited	1928.22 (L-3)	1292.71	L-3

7. As per Para 4 above, M/s Power Grid Corporation of India Limited emerged as the Successful Bidder after the conclusion of e-Reverse Auction with the lowest Levelised Transmission Charges of Rs. 1237.67 million per annum which is also the Final Offer.

8. BPC, in their evaluation report (Annexure-B) has confirmed the following:

- i. The levelised tariff for this project based on CERC norms works out to Rs. 2076.89 million per annum. This has been computed based on the estimated cost as communicated by the Cost Committee constituted by National Committee on Transmission (NCT) and methodology for calculation of tariff as per CERC norms.
- ii. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.

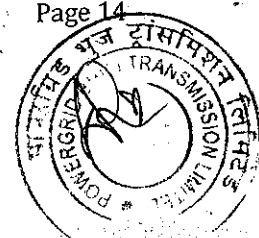
9. After detailed discussions on the evaluation report prepared by BPC (Annexure-B), the BEC decided the following:

- i. M/s Power Grid Corporation of India Limited is the successful Bidder after the conclusion of the e-reverse Auction with the lowest Levelised Transmission Charges of Rs. 1237.67 million per annum.
- ii. The levelised tariff computed on the basis of rates quoted by the successful Bidder, during e-reverse auction, is lower than the Levelised Tariff estimated by BPC (Para 8 (a)), hence the levelised tariff discovered through e-Reverse Auction is acceptable.
- iii. In view of (i) to (ii) above, M/s Power Grid Corporation of India Limited may be issued Letter of Intent (LoI)."

BEC has also issued a separate certificate in this regard (Annexure- C)."

27. Bid Evaluation Committee vide its certificate dated 24.7.2019 has certified as under:

"It is hereby certified that:



1. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.
2. M/s Power Grid Corporation of India Limited emerged as the Successful Bidder after the conclusion of e-Reverse Auction with the lowest Levelised Transmission Charges of Rs. 1237.67 million per annum.
3. The levelised tariff computed on the basis of rates quoted by the Successful Bidder, during e-Reverse Auction, is lower than the Levelised Tariff calculated based on CERC norms, hence the levelised tariff discovered through e-reverse auction is acceptable."

28. In the light of the discussions in preceding paragraphs, it emerges that selection of the successful bidder and the levelised tariff of the Project has been carried out by the BPC through a transparent process of competitive bidding in accordance with the Guidelines issued by the Ministry of Power, Government of India under Section 63 of the Act. BEC has certified that the process is in conformity with the Ministry of Power Guidelines. BEC in its certificate dated 24.7.2019 has certified that Power Grid Corporation of India Limited has emerged as the successful bidder after conclusion of e-Reverse Auction with lowest levelised transmission charges of Rs. 1237.67 million per annum. BEC has further certified that the levelised tariff computed on the basis of rates quoted by the successful bidder, during e-Reverse Auction, is lower than the levelised tariff calculated based on CERC norms. Based on the certification of the BEC, we approve and adopt the transmission charges for the Project as per the Appendix to this order which shall remain valid throughout the period covered in the TSA. The sharing of the transmission charges by the LTTCs shall be governed by the provisions of the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.



29. A copy of this order shall be sent to CTU and Long Term Transmission Customers of the Transmission System.

30. Petition No. 448/AT/2019 is disposed of in terms of the above.

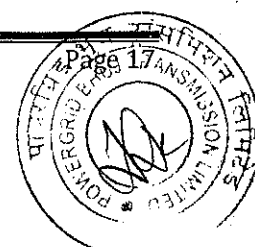
Sd/-
(I.S.Jha)
Member

sd/-
(P. K. Pujari)
(Chairperson)



Appendix

Year (Term of Licence)	Commencement Date of Contract Year	End Date of Contract Year	Non- Escalable Transmission Charges (Rs. in Millions)	Quoted Escalable Transmission Charges (Rs. in Millions)
1	31-Dec-20	31-Mar-21	1065.70	0.00
2	1-Apr-21	31-Mar-22	1289.46	
3	1-Apr-22	31-Mar-23	1517.01	
4	1-Apr-23	31-Mar-24	1517.01	
5	1-Apr-24	31-Mar-25	1517.01	
6	1-Apr-25	31-Mar-26	1517.01	
7	1-Apr-26	31-Mar-27	1517.01	
8	1-Apr-27	31-Mar-28	1517.01	
9	1-Apr-28	31-Mar-29	1517.01	
10	1-Apr-29	31-Mar-30	1441.16	
11	1-Apr-30	31-Mar-31	1365.31	
12	1-Apr-31	31-Mar-32	1289.46	
13	1-Apr-32	31-Mar-33	1213.61	
14	1-Apr-33	31-Mar-34	1065.70	
15	1-Apr-34	31-Mar-35	1065.70	
16	1-Apr-35	31-Mar-36	1065.70	
17	1-Apr-36	31-Mar-37	1065.70	
18	1-Apr-37	31-Mar-38	1065.70	
19	1-Apr-38	31-Mar-39	1065.70	
20	1-Apr-39	31-Mar-40	1065.70	
21	1-Apr-40	31-Mar-41	1065.70	
22	1-Apr-41	31-Mar-42	1065.70	
23	1-Apr-42	31-Mar-43	1065.70	
24	1-Apr-43	31-Mar-44	1065.70	
25	1-Apr-44	31-Mar-45	1065.70	
26	1-Apr-45	31-Mar-46	1065.70	
27	1-Apr-46	31-Mar-47	1065.70	
28	1-Apr-47	31-Mar-48	1065.70	
29	1-Apr-48	31-Mar-49	1065.70	
30	1-Apr-49	31-Mar-50	1065.70	
31	1-Apr-50	31-Mar-51	1065.70	
32	1-Apr-51	31-Mar-52	1065.70	
33	1-Apr-52	31-Mar-53	1065.70	
34	1-Apr-53	31-Mar-54	1065.70	
35	1-Apr-54	31-Mar-55	1065.70	
36	1-Apr-55	35 th anniversary of the Schedule COD	1065.70	



No. 6/2/2017-Trans-Part(1)
 भारत सरकार / Government of India
 विद्युत मंत्रालय / Ministry of Power
 (पारिषण प्रभाग / Transmission Division)

श्रम शक्ति भवन, रफी मार्ग, नई दिल्ली- 110001
 Shram Shakti Bhawan, Rafi Marg, New Delhi-110001
 दिनांक: 04th April, 2022

To
 CMD, POWERGRID,
 Gurgaon

Subject: Augmentation of 3rd, 3 X 500 MVA 765/400 KV ICT at POWERGRID Vadodara substation- regarding

Sir,

I am directed to refer to POWERGRID's letter no. CC/PGCIL/Dir (Proj) dated 22nd March 2022 on the above subject and to say that the proposal of POWERGRID for shifting of GIS equipment from 2nd ICT (1500 MVA, 765/400 kV) at Bhuj-II pooling station being developed by POWERGRID under TBCB for installation of 3rd ICT (1500 MVA, 765/400 kV) at Vadodara and consequential rescheduling of Scheduling Commercial Operation Date (SCoD) of Bhuj-II project under TBCB mode as under have been concurred:

i) SCoD of Bhuj-II with one 765/400 kV ICT rescheduled to 31st May 2022 matching with completion of LILO of 765 kV Bhuj-I-Lakadia at Bhuj-II and

ii) SCoD of 765/400 kV ICT-2 at Bhuj-II extended to 30th September 2022.

2. POWERGRID is advised to ensure that revised SCoD are strictly adhered to, so that there is no impact on synchronisation of RE generation coming at Bhuj-II pooling Station. Further, POWERGRID is also advised to complete the 3rd ICT (1x1500MVA, 765/400 kV) by Vadodara without fail.

3. This issues with the approval of Competent Authority.

Yours faithfully,

(Signature)
 4/4/2022
 (बिहारी लाल)

अवर सचिव, भारत सरकार,
 टेलीफैक्स: 2332 5242

ई-मेल: transdesk-mop@nic.in

Copy to:

1. Chairperson, CEA, New Delhi
2. COO, CTUIL, Gurgaon





ANNEXURE - 5 (Colly)
 Government of India
 Central Electricity Authority
 Regional Inspectorial Organisation
 Ground Floor, WRPC Building, F-3, MIDC Area
 Marol, Andheri (East), Mumbai 400 093



ISO: 9001:2008

Ph: 022 - 28211003

Email id: riowestcea@gmail.com

No. WRIO/GJ/BHUI/PGCIL/A-10471/2022/5521-22

Dated: 04/11/2022

Approval for Energisation

(under Regulation 43 of CEA (Measures relating to Safety and Electric Supply), Regulations, 2010)

**Kind Attention: Shri SUGRIVA PANDEY,
 765/400/220KV BHUJ2 SUBSTATION,
 NEAR KOTDA JADODAR VILLAGE NAKHATRANA,
 DISTRICT KACHCHH,
 GUJARAT-370605**

Subject: Approval for Energisation of 3x500MVA transformer in the premises of 765/400/220kv Bhuj2 Substation, Near Kotda Jadodar Village Nakhatrana, District Kachchh, Gujarat-370605 under regulation 43 of Central Electricity Authority (Measures relating to Safety and Electric Supply), Regulations 2010 (as amended till date).

Reference:

1. Your online Application No: A/2022/10471 Dated: 20/10/2022
2. RIO West Inspection report No. WRIO/GJ/BHUI/PGCIL/A-10471/2022/5517-18 dated 02/11/2022
3. PGCIL Bhuj compliance dated 03/11/2022

Whereas the inspection of 3x500MVA transformer in the premises of 765/400/220kv Bhuj2 Substation, Near Kotda Jadodar Village Nakhatrana, District Kachchh, Gujarat-370605 was carried out 31st October 2022 on by the undersigned.

The Approval for energisation of Electrical Installations of 3x500MVA transformer in the premises of 765/400/220kv Bhuj2 Substation, Near Kotda Jadodar Village Nakhatrana, District Kachchh, Gujarat-370605 is here by accorded subject to consistent compliance of relevant provisions of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended till date) by M/s PGCIL.

The List of Equipment Inspected are given below:

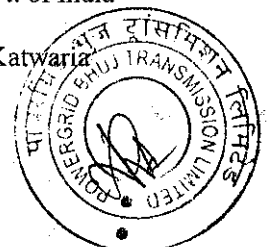
S No	Name of equipment	make	Serial No.	Rating	Quantity
1	3x500MVA transformer	BHEL	R-Phase-6008058 Y-Phase-6008056 B-Phase-6008037	1500MVA (3x500MVA)	01

The apparatus /Installations shown above shall be due for periodical inspection under regulation 30 after **two years** from the date of this inspection. This periodicity is subject to change by government notification.

P. Peddi Reddy

(P Peddi Reddy)
 Deputy Director
 For Chief Electrical Inspector
 to the Govt. of India

Copy to: Chief Engineer (EI), Central Electricity Authority, 3rd Floor, NRPC Building, Katwaria Sarai, New Delhi





Government of India
Central Electricity Authority
Regional Inspectorial Organisation
Ground Floor, WRPC Building, F-3, MIDC Area
Marol, Andheri (East), Mumbai 400 093



ISO: 9001:2015

Telefax: 022 - 28211003

riowestcea@gmail.com

No. WRIO/GJ/Bhuj-II/PGCIL/B-1076/2022/4496-97

Dated: 26 MAY 2022

Kind Attn: K B Subramonian
 M/s Powergrid Bhuj Transmission Ltd
 765/400/220 KV Bhuj-II Substation,
 Near Kotda Jadodar Village Nakhatrana ,
 Bhuj, Kutch, Gujarat-370605

Approval for Energisation

(under Regulation 43 of CEA(Measures relating to Safety and Electric Supply), Regulations,2010)

Subject: Approval for Energisation of Electrical Installations of 765kV Bhuj -II - Bhuj PS D/C TL (up-to LILO point Near Bhuj PS, Route length - 52.623 Km) and 765kV Lakadia- Bhuj -II D/C Line (from LILO Point Near Bhuj PS to Bhuj-II, Route length - 52.740 Km)(Re-configuration of 765kV Bhuj PS-Lakadia D/C Transmission Line to establish Lakadia- Bhuj -II 765kV D/C and 765kV Bhuj -II - Bhuj PS D/C TL) of M/s Powergrid Bhuj Transmission Ltd, 765/400/220 KV Bhuj-II Substation, Near Kotda Jadodar Village Nakhatrana , Bhuj, Kutch, Gujarat under regulation 32 & 43 of Central Electricity Authority (Measures relating to Safety and Electric Supply), Regulations 2010 (As amended till date).

Reference:

1. Your online application No: B/2022/01076 Dated 07.05.2022.
2. Inspection report of this office dated 16th May, 2022.
3. Your Compliance report dated 24th May, 2022.

Whereas the inspection of Electrical Installation of 765kV Bhuj -II - Bhuj PS D/C TL (up-to LILO point Near Bhuj PS, Route length - 52.623 Km) and 765kV Lakadia- Bhuj -II D/C Line (from LILO Point Near Bhuj PS to Bhuj-II, Route length - 52.740 Km)(Re-configuration of 765kV Bhuj PS-Lakadia D/C Transmission Line to establish Lakadia- Bhuj -II 765kV D/C and 765kV Bhuj -II - Bhuj PS D/C TL) of M/s Powergrid Bhuj Transmission Ltd, 765/400/220 KV Bhuj-II Substation, Near Kotda Jadodar Village Nakhatrana , Bhuj, Kutch, Gujarat was carried out on 14th May, 2022 by the undersigned.

The non-compliances of certain provisions/stipulations of the regulations were conveyed to you vide our office letter under reference at Sl.No.(2) above(Inspection Report) and the compliance of the same has since been received vide your letter under reference at Sl.No. (3) above.

The Approval for energisation of Electrical Installations of 765kV Bhuj -II - Bhuj PS D/C TL (up-to LILO point Near Bhuj PS, Route length - 52.623 Km) and 765kV Lakadia- Bhuj -II D/C Line (from LILO Point Near Bhuj PS to Bhuj-II, Route length - 52.740 Km)(Re-configuration of 765kV Bhuj PS-Lakadia D/C Transmission Line to establish Lakadia- Bhuj -II 765kV D/C and 765kV Bhuj -II - Bhuj PS D/C TL) of M/s Powergrid Bhuj Transmission Ltd, 765/400/220 KV Bhuj-II Substation, Near Kotda Jadodar Village Nakhatrana , Bhuj, Kutch, Gujarat is here by accorded subject to consistent compliance of relevant provisions of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended till date) by M/s Powergrid Bhuj Transmission Ltd, 765/400/220 KV Bhuj-II Substation, Near Kotda Jadodar Village Nakhatrana , Bhuj, Kutch, Gujarat.

The above apparatus /Installations shall be due for periodical inspection under regulation 30 within Four years from the date of inspection. This periodicity is subject to change by government notification.


 26/05/22
 (LKS Rathore)

Director/SE
 For Chief Electrical Inspector
 to the Govt. of India



पावर सिस्टम ऑपरेशन कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम)
POWER SYSTEM OPERATION CORPORATION LIMITED
(A Government of India Enterprise)



पश्चिमी क्षेत्रीय भार प्रेषण केंद्र

एफ-3, सेंट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई - 400 093.
दुरभाष : 022-28202690 • फैक्स : 022-28235434, 28202630 • ई-मेल : wrldc@posoco.in

WESTERN REGIONAL LOAD DESPATCH CENTRE

P-3, Central Road, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.
Phone : 022-28202690 • Telefax : 28235434, 28202630 • E-mail : wrldc@posoco.in
CIN : U40103DL2009GD118882

प्रमाणपत्र संदर्भ : प.शे.आ.पे.के.ए.सी.-2/176/ 232

दिनांक: 14/11/2022

पारिषण तत्वों एवं वे द्वारा निष्क्रिय चार्जिंग ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र
Certificate of Idle Charging Operation of Transmission Element(s)/bay(s)

Reference:

- i. WRTS-2 Communication (U.ID-455) dated 27.05.2022 (Format-I and IA)
- ii. WRLDC Communication to WRTS-2 dated 27-05-2022 (Format-II-Acknowledgement)
- iii. WRTS-2 Communication to WRLDC dated 01-06-22 (processing related information)
- iv. WRLDC Communication to WRTS-2 dated 02-06-22 (Format-IV - 455)
- v. WRTS-2 request for charging & idle charging operation dated 02.06.22, 03.06.22, 04.06.22 & 05.06.2022, 06.06.22, 29.07.22.
- vi. Code from WRLDC to WRTS-2 on 02.06.22, 03.06.22, 04.06.22 & 05.06.2022, 06.06.22, 29.07.22 for charging
- vii. Communication dated 28-09-22 from WRTS-2 [C1-C4]
- viii. Communication from WRTS-2 dated 04.11.2022 on compliance of protection requirements from WRLDC [Compliance related to TR.ID-159]

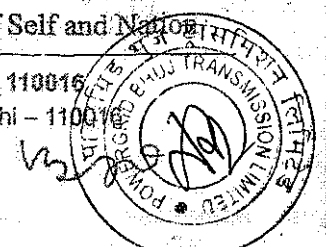
Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WRTS-2, POWERGRID have successfully undergone idle charging at 765/400/220kV Bhuj-II Substation:

क्रमांक / S.No	पारिषण संपत्ति का नाम / Name of the Transmission Asset:	निष्क्रिय चार्जिंग ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of Idle charging operation .	निष्क्रिय चार्जिंग ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of Idle charging operation
1	765kV, Main Bay-701 of Bus Reactor at Bhuj-II PGCIL SS.	02.06.2022 17:21 Hrs	03.06.2022 17:21 Hrs
2	765kV, 330MVAR (3X110) Bus Reactor at Bhuj-II PGCIL SS.	02.06.2022 17:21 Hrs	03.06.2022 17:21 Hrs
3	765kV, Main Bay-709 of 765kV Bhuj2-Bhuj Line-1 at Bhuj-II PGCIL SS.	02.06.2022 18:09 Hrs	03.06.2022 18:09 Hrs
4	765kV, Tie Bay-711 ¹ of 765kV Bhuj2-Bhuj Line-2 at Bhuj-II PGCIL SS	02.06.2022 18:09 Hrs	03.06.2022 18:09 Hrs
5	765kV, Main Bay-710 of 765kV Bhuj2-Bhuj Line-2 at Bhuj-II PGCIL SS.	02.06.2022 18:09 Hrs	03.06.2022 18:09 Hrs
6	765kV, Tie Bay-708 of 765kV Bhuj2-Bhuj Line-1 at Bhuj-II PGCIL SS.	02.06.2022 18:48 Hrs	03.06.2022 18:48 Hrs
7	400kV, Bay-403 of 125MVAR Bus Reactor at Bhuj-II PGCIL SS.	03.06.2022 19:33 Hrs	04.06.2022 19:33 Hrs
8	400kV, 125MVAR Bus Reactor at Bhuj-II PGCIL SS	03.06.2022 19:33 Hrs	04.06.2022 19:33 Hrs
9	220kV Bay-208 of Bus Coupler at Bhuj-II PGCIL SS.	04.06.2022 18:44 Hrs	05.06.2022 18:44 Hrs

स्वहित एवं राष्ट्र हित में ऊर्जा बचाये

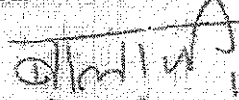
Save Energy for Benefit of Self and Nation

पंजीकृत एवं केन्द्रीय कार्यालय : प्रथम तल, बी-9, कुतुब इन्स्टिट्यूशनल एरिया कटवारीया सराय, नई दिल्ली - 110016
Registered & Corporate Office : 1st Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016
Website - www.posoco.in, Email : posococ@posoco.in



10	220kV Bay-207 of Line-5 SESPL at Bhuj-II PGCIL SS.	04.06.2022 19:49 Hrs	05.06.2022 19:49 Hrs
11	220kV Bay-210 of Line-6 SKRPL at Bhuj-II PGCIL SS.	04.06.2022 20:04 Hrs	05.06.2022 20:04 Hrs
12	220kV Bay-201 of Line-1 at Bhuj-II PGCIL SS.	04.06.2022 21:10 Hrs	05.06.2022 21:10 Hrs
13	220kV Bay-205 of Line-4 at Bhuj-II PGCIL SS.	05.06.2022 15:37 Hrs	06.06.2022 15:37 Hrs
14	220kV Bay-211 of Line-7 at Bhuj-II PGCIL SS.	05.06.2022 15:53 Hrs	06.06.2022 15:53 Hrs
15	220kV Bay-202 of Line-2 at Bhuj-II PGCIL SS.	06.06.2022 18:20 Hrs	07.06.2022 18:20 Hrs
16	220kV Bay-204 of Line-2 at Bhuj-II PGCIL SS.	06.06.2022 18:45 Hrs	07.06.2022 18:45 Hrs
17	765kV, Main Bay-704 of 765KV Bhuj2-Lakadia Line-1 at Bhuj-II PGCIL SS.	29.07.2022 18:48 Hrs	30.07.2022 18:48 Hrs

This certificate is being issued in accordance with Regulation 5(2)(b) of CERC (Terms & Conditions of Tariff) Regulations 2019 to certify idle charging operation of transmission element without electrical load i.e. without flow of active power. Usage of this certificate for any other purpose is prohibited.


 15/11/22
 श्री. आलकाजी
 कार्यपालक निदेशक, प.क्षे.भा.प्रे.के

To: कार्यपालक निदेशक, प.क्षे.पारेषण प्रणाली-2, पावरग्रिड, बड़ोदरा

प्रति: 1. सदस्य सचिव, प.क्षे.वि.स., मुंबई

2. कार्यपालक निदेशक, रा.भा.प्रे.के, नई दिल्ली



पावर सिस्टम ऑपरेशन कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम)
POWER SYSTEM OPERATION CORPORATION LIMITED
(A Government of India Enterprise)



पश्चिमी क्षेत्रीय भार प्रेषण केंद्र

एफ-3, सेंट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई - 400 093.
दूरभाष : 022-28202690 • फैक्स : 022-28235434, 28202630 • ई-मेल : wrldc@posoco.in

WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, Central Road, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.
Phone : 022-28202690 • Telefax : 28235434, 28202630 • E-mail : wrldc@posoco.in
GIN : U40105DL2009GO188882

प्रमाणपत्र संदर्भ : प.क्षे.आ.प्रे.के.म.क्षे.-2/175/ 2/21

दिनांक: 14/11/2022

परिचय तथ्यों एवं वे द्वारा निष्क्रिय चार्जिंग ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र
Certificate of Idle Charging Operation of Transmission Element(s)/Bay(s)

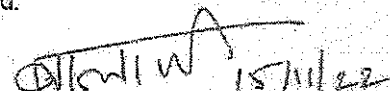
Reference:

- i. WRTS-2 Communication (U.ID-455) dated 27.05.2022 (Format-I and IA)
- ii. WRLDC Communication to WRTS-2 dated 27-05-2022 (Format-II-Acknowledgement)
- iii. WRTS-2 Communication to WRLDC dated 01-06-22 (processing related information)
- iv. WRLDC Communication to WRTS-2 dated 02-06-22 (Format-IV - 455)
- v. WRTS-2 request for charging & idle charging operation dated 03-06-22 & 04.06.2022
- vi. Code from WRLDC to WRTS-2 on 03-06-22 & 04.06.2022 for charging
- vii. Communication dated 28-09-22 from WRTS-2 [C1-C4]
- viii. Communication from WRTS-2 dated 04.11.2022 on compliance of protection requirements from WRLDC [Compliance related to TR.ID-158]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WRTS-2, POWERGRID have successfully undergone idle charging at 765/400/220KV Bhuj-II Substation:

क्रमांक / S.No	परिचय संपत्ति का नाम / Name of the Transmission Asset:	निष्क्रिय चार्जिंग ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of idle charging operation	निष्क्रिय चार्जिंग ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of idle charging operation
1	765kV Main Bay-706 of 1500MVA ICT-2 at Bhuj-II PGCIL SS.	03.06.2022 19:33 Hrs	04.06.2022 19:33 Hrs
2	400kV Main Bay-406 of 500MVA ICT-2 at Bhuj-II PGCIL SS.	04.06.2022 17:58 Hrs	05.06.2022 17:58 Hrs
3	400kV Tie Bay-408 of 500MVA ICT-3 at Bhuj-II PGCIL SS.	04.06.2022 19:33 Hrs	05.06.2022 19:33 Hrs
4	400kV Tie Bay-402 of 500MVA ICT-1 at Bhuj-II PGCIL SS.	04.06.2022 21:01 Hrs	05.06.2022 21:01 Hrs
5	400kV Main Bay-401 of 500MVA ICT-1 at Bhuj-II PGCIL SS.	04.06.2022 21:01 Hrs	05.06.2022 21:01 Hrs
6	400kV, 500MVA ICT-1 at Bhuj-II PGCIL SS.	04.06.2022 21:01 Hrs	05.06.2022 21:01 Hrs
7	220kV Bay-203 of 500MVA ICT-1 at Bhuj-II PGCIL SS	04.06.2022 21:01 Hrs	05.06.2022 21:01 Hrs

This certificate is being issued in accordance with Regulation 5(2)(b) of CERC (Terms & Conditions of Tariff) Regulations 2019 to certify idle charging operation of transmission element without electrical load i.e. without flow of active power. Usage of this certificate for any other purpose is prohibited.



श्री. बालराज

कार्यपालक निदेशक, प.क्षे.आ.प्रे.के

To: कार्यपालक निदेशक, प.क्षे.परिचय प्रणाली-2, पावरग्रिड, गड़ोदरा

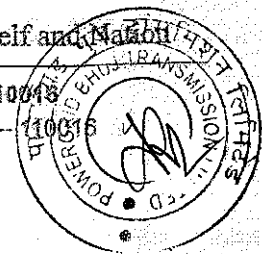
प्रति: 1. सदस्य सचिव, प.क्षे.वि.स. मुंबई
स्वहित एवं राष्ट्रहित में ऊर्जा बचाव
2. कार्यपालक निदेशक, प.क्षे.आ.प्रे.के, नई दिल्ली

पंजीकृत एवं केन्द्रीय कार्यालय : प्रथम तल, बी-9, कुतब इंस्टिट्यूशनल एरिया कदवारिया सराय, नई दिल्ली - 110016

Registered & Corporate Office : 1st Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016

Website - www.posoco.in, Email : posococo@posoco.in

Save Energy for Benefit of Self and Nation



पावर सिस्टम ऑपरेशन कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम)
POWER SYSTEM OPERATION CORPORATION LIMITED
(A Government of India Enterprise)



पश्चिमी क्षेत्रीय भार प्रेषण केन्द्र

एफ-3, सेन्ट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई - 400 093.
दूरभाष : 022-28202690 • फैक्स : 022-28235434, 28202630 • ई-मेल : wrldc@posoco.in

WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, Central Road, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.
Phone : 022-28202690 • Telefax : 28235434, 28202630 • E-mail : wrldc@posoco.in
GIN : U40105DL2009GOI188682

प्रमाणपत्र सदर्थ : प.क्षे.भा.प्रे.के./प.क्षे.-2/PBTL-21181/1110

दिनांक: 13/12/2022

पारेषण तत्वों एवं बे द्वारा निष्क्रिय चार्जिंग ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र
Certificate of Idle Charging Operation of Transmission Element(s)/bay(s)

Reference:

- i. PBTL Communication (U.ID-455) dated 27.05.2022 (Format-I and IA)
- ii. WRLDC Communication to PBTL dated 27-05-2022 (Format-II-Acknowledgement)
- iii. PBTL Communication to WRLDC dated 01-06-22 (processing related information)
- iv. WRLDC Communication to PBTL dated 02-06-22 (Format-IV - 406)
- v. PBTL request for charging & idle charging operation dated 21.07.2022.
- vi. Code from WRLDC to PBTL on 21.07.2022 for charging.
- vii. Communication dated 11-11-22 from PBTL [C1-C4]
- viii. Communication from PBTL dated 09.12.2022 on compliance of protection requirements from WRLDC [Compliance related to TR.ID-173]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WR-2, **M/S POWERGRID BHUJ TRANSMISSION LTD** have successfully undergone idle charging at **765/400/220kV Bhuj-II Substation:**

क्रमांक / S.No	पारेषण संपत्ति का नाम / Name of the Transmission Asset:	निष्क्रिय चार्जिंग ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of Idle charging operation	निष्क्रिय चार्जिंग ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of Idle charging operation
1	400kV, Main Bay-411 of 500MVA ICT-4 at Bhuj-II PGCIL SS.	21.07.2022 02:09 Hrs	22.07.2022 02:09 Hrs
2	400kV, Tie Bay-410 of 500MVA ICT-4 at Bhuj-2 POWERGRID-WR2 SS.	21.07.2022 02:09 Hrs	22.07.2022 02:09 Hrs
3	220kV, Bay-212 of 500MVA ICT-4 at Bhuj-2 POWERGRID-WR2 SS	21.07.2022 02:09 Hrs	22.07.2022 02:09 Hrs

This certificate is being issued in accordance with Regulation 5(2) (b) of CERC (Terms & Conditions of Tariff) Regulations 2019 to certify idle charging operation of transmission element without electrical load i.e. without flow of active power. Usage of this certificate for any other purpose is prohibited.

(Signature) 14/12/22

बेलूरी बालाजी

कार्यपालक निदेशक, प.क्षे.भा.प्रे.के

To: CEO, M/S POWERGRID BHUJ TRANSMISSION LTD, Vadodara

प्रति: 1. सदस्य सचिव, प.क्षे.वि.स., मुंबई

2. कार्यपालक निदेशक, रा.भा.प्रे.के, नई दिल्ली

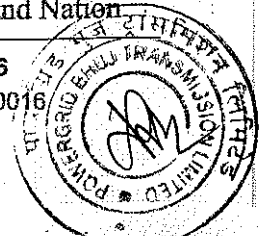
स्वहित एवं राष्ट्र हित में ऊर्जा बचाये

Save Energy for Benefit of Self and Nation

राजकीय एवं केन्द्रीय कार्यालय : प्रथम तल, बी-9, कुतुब इन्स्टिट्यूशनल एरिया कटवारीया सराय, नई दिल्ली - 110016

Registered & Corporate Office : 1st Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016

Website - www.posoco.in, Email : posococo@posoco.in



पावर सिस्टम ऑपरेशन कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम)
POWER SYSTEM OPERATION CORPORATION LIMITED
(A Government of India Enterprise)



पश्चिमी क्षेत्रीय भार प्रेषण केंद्र

एफ-3, सेन्ट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई - 400 093.
दुरभाष : 022-28202690 • फैक्स : 022-28235434, 28202630 • ई-मेल : wrldc@posoco.in

WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, Central Road, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.
Phone : 022-28202690 • Telefax : 28235434, 28202630 • E-mail : wrldc@posoco.in
CIN : U40105DL2009GOI188682

प्रमाणपत्र संदर्भ : प.क्षे.भा.प्रे.के./प.क्षे.-2/PBTL-1/180/h11

दिनांक: 14/12/2022

पारेषण तत्वों एवं बे द्वारा निष्क्रिय चार्जिंग ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र
Certificate of Idle Charging Operation of Transmission Element(s)/bay(s)

Reference:

- PBTL Communication (U.ID-488) dated 16.07.2022 (Format-I and IA)
- WRLDC Communication to PBTL dated 17-07-2022 (Format-II-Acknowledgement)
- PBTL Communication to WRLDC dated 18-07-22 (processing related information)
- WRLDC Communication to PBTL dated 18-07-22 (Format-IV - 432)
- PBTL request for charging & idle charging operation dated 21.07.2022.
- Code from WRLDC to PBTL on 21.07.2022 for charging.
- Communication dated 11-11-22 from PBTL [C1-C4]
- Communication from PBTL dated 09.12.2022 on compliance of protection requirements from WRLDC [Compliance related to TR.ID-172]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WR-2, M/S POWERGRID BHUJ TRANSMISSION LTD have successfully undergone idle charging at 765/400/220kV Bhuj-II Substation:

क्रमांक / S.No	पारेषण संपत्ति का नाम / Name of the Transmission Asset:	निष्क्रिय चार्जिंग ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of Idle charging operation	निष्क्रिय चार्जिंग ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of Idle charging operation
1	400/220kV, 500MVA ICT-4 at Bhuj-2 POWERGRID-WR2 SS	21.07.2022 02:09 Hrs	22.07.2022 02:09 Hrs

This certificate is being issued in accordance with Regulation 5(2) (b) of CERC (Terms & Conditions of Tariff) Regulations 2019 to certify idle charging operation of transmission element without electrical load i.e. without flow of active power. Usage of this certificate for any other purpose is prohibited.

Handwritten signature 14/12/22
वेदुरी बालाजी
कार्यपालक निदेशक, प.क्षे.भा.प्रे.के

To: CEO, M/S POWERGRID BHUJ TRANSMISSION LTD, Vadodara

प्रति: 1. सदस्य सचिव, प.क्षे.वि.स., मुंबई

2. कार्यपालक निदेशक, रा.भा.प्रे.के, नई दिल्ली

स्वहित एवं राष्ट्र हित में ऊर्जा बचाये

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Website - www.posoco.in, Email : posococ@posoco.in



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(भारत सरकार का उद्यम)
POWER SYSTEM OPERATION CORPORATION LIMITED
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पश्चिमी क्षेत्रीय भार प्रेषण केन्द्र

एफ-3, सेन्ट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई - 400 093.
दुरभाष : 022-28202690 • फैक्स : 022-28235434, 28202630 • ई-मेल : wrldc@posoco.in

WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, Central Road, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.
Phone : 022-28202690 • Telefax : 28235434, 28202630 • E-mail : wrldc@posoco.in
CIN : U40105DL2009GO1188682

प्रमाणपत्र संदर्भ : प.क्षे.भा.प्रे.के./प.क्षे.-2/PBTL-3/182/1108

दिनांक: 14/12/2022

पारिषण तत्वों एवं बे द्वारा टायल ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र

Certificate of Completion of Trial Operation of Transmission Element(s)/bay(s)

Reference:

- i. PBTL Communication (U.ID-524) dated 25-10-2022 (Format-I and IA)
- ii. WRLDC Communication to PBTL dated 25-10-2022 (Format-II-Acknowledgement)
- iii. PBTL Communication to WRLDC dated 04-11-22 (processing related information)
- iv. WRLDC Communication to PBTL dated 04-11-22 (Format-IV - 484)
- v. PBTL request for charging & trial operation dated 12.11.2022.
- vi. Code from WRLDC to PBTL on 12.11.2022 for charging
- vii. Communication dated 24-11-22 from PBTL [C1-C4]
- viii. Communication from PBTL dated 09.12.2022 on compliance of SCADA requirements from WRLDC [Compliance related to TR.ID-175]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WR-2, M/S POWERGRID BHUJ TRANSMISSION LTD have successfully undergone trial operation at 765/400/220KV Bhuj-2 POWERGRID-WR2 substation:

क्रमांक / S.No	पारिषण संपत्ति का नाम / Name of the Transmission Asset:	टायल ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of trial operation	टायल ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of trial operation
1	765kV, Main Bay-703 of 1500MVA ICT-1 at Bhuj-2 POWERGRID-WR2 SS	12.11.2022 22:00 Hrs	13.11.2022 22:00 Hrs
2	400kV, Bay-404 of 1500MVA ICT-1 at Bhuj-2 POWERGRID-WR2 SS	12.11.2022 22:00 Hrs	13.11.2022 22:00 Hrs
3	765/400KV, 1500MVA ICT-1 at Bhuj-2 POWERGRID-WR2 SS	12.11.2022 22:00 Hrs	13.11.2022 22:00 Hrs

This certificate is being issued in accordance with Regulation 6.3A (5) of CERC (Indian Electricity Grid Code) Regulations to certify trial operation of transmission element. Usage of this certificate for any other purpose is prohibited.

[Signature] 14/12/22

वेलूरी बालाजी

कार्यपालक निदेशक, प.क्षे.भा.प्रे.के

To: CEO, M/S POWERGRID BHUJ TRANSMISSION LTD, Vadodara

प्रति: 1. सदस्य सचिव, प.क्षे.वि.स., मुंबई

2. कार्यपालक निदेशक, रा.भा.प्रे.के, नई दिल्ली

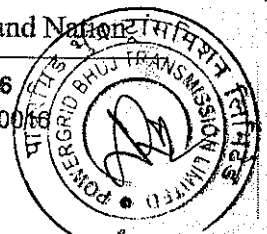
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Registered & Corporate Office : 1st Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016

Website - www.posoco.in, Email : posococc@posoco.in



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POWER SYSTEM OPERATION CORPORATION LIMITED
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पश्चिमी क्षेत्रीय भार प्रेषण केन्द्र

एफ-3, सेन्ट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई - 400 093.
दुरभाष : 022-28202690 • फैक्स : 022-28235434, 28202630 • ई-मेल : wrldc@posoco.in

WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, Central Road, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.
Phone : 022-28202690 • Telefax : 28235434, 28202630 • E-mail : wrldc@posoco.in
CIN : U40105DL2009GOI188682

प्रमाणपत्र सदस्य : प.क्ष.भा.प्रे.के./प.क्ष.-2/PBTL-4/183/403

दिनांक: 13/12/2022

परेषण तत्वों एवं बे द्वारा ट्रायल ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र

Certificate of Completion of Trial Operation of Transmission Element(s)/bay(s)

Reference:

- i. PBTL Communication (U.ID-455) dated 27-05-2022 (Format-I and IA)
- ii. WRLDC Communication to PBTL dated 28-05-2022 (Format-II-Acknowledgement)
- iii. PBTL Communication to WRLDC dated 01-06-22 (processing related information)
- iv. WRLDC Communication to PBTL dated 02-06-22 (Format-IV - 406)
- v. PBTL request for charging & trial operation dated 12.11.2022
- vi. Code from WRLDC to PBTL on 12-11-22 for charging
- vii. Communication dated 24-11-22 from PBTL [C1-C4]
- viii. Communication from PBTL dated 12.12.2022 on compliance of SCADA requirements from WRLDC [Compliance related to TR.ID-176]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WR-2, M/S POWERGRID BHUJ TRANSMISSION LTD have successfully undergone trial operation at 765/400/220KV Bhuj-2 POWERGRID-WR2 substation:

क्रम/सं. S.No	परेषण संपत्ति का नाम / Name of the Transmission Asset:	ट्रायल ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of trial operation	ट्रायल ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of trial operation
1	765kV, Tie Bay-702 of 1500MVA ICT-1 at Bhuj-2 POWERGRID-WR2 SS	12.11.2022 21:59 Hrs	13.11.2022 21:59 Hrs
2	400kV, Tie Bay-405 of 500MVA ICT-2 at Bhuj-2 POWERGRID-WR2 SS	12.11.2022 21:59 Hrs	13.11.2022 21:59 Hrs

This certificate is being issued in accordance with Regulation 6.3A (5) of CERC (Indian Electricity Grid Code) Regulations to certify trial operation of transmission element. Usage of this certificate for any other purpose is prohibited.

वेत्सूरी बालाजी
कार्यपालक निदेशक, प.क्ष.भा.प्रे.के

To: CEO, M/S POWERGRID BHUJ TRANSMISSION LTD, Vadodara

प्रति: 1. सदस्य सचिव, प.क्ष.वि.स., मुंबई

2. कार्यपालक निदेशक, रा.भा.प्रे.के, नई दिल्ली

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Registered & Corporate Office : 1st Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016

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POWER SYSTEM OPERATION CORPORATION LIMITED
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पश्चिमी क्षेत्रीय भार प्रेषण केन्द्र

एफ-3, सेन्ट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई - 400 093.
दुरध्वाव : 022-28202690 • फैक्स : 022-28235434, 28202630 • ई-मेल : wrldc@posoco.in

WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, Central Road, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.
Phone : 022-28202690 • Telefax : 28235434, 28202630 • E-mail : wrldc@posoco.in
CIN : U40105DL2009GOI188682

प्रमाणपत्र संदर्भ : प.क्षे.भा.प्रे.के./प.क्षे.-2/PBTL/1761 405

दिनांक: 14/11/2022

प्रारंभण तत्वों एवं बे द्वारा निष्क्रिय चार्जिंग ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र
Certificate of Idle Charging Operation of Transmission Element(s)/bay(s)

Reference:

- PBTL Communication (U.ID-455) dated 27.05.2022 (Format-I and IA)
- WRLDC Communication to PBTL dated 27-05-2022 (Format-II-Acknowledgement)
- PBTL Communication to WRLDC dated 01-06-22 (processing related information)
- WRLDC Communication to PBTL dated 02-06-22 (Format-IV - 455)
- PBTL request for charging & idle charging operation dated 02.06.22, 03.06.22, 04.06.22 & 05.06.2022, 06.06.22, 29.07.22.
- Code from WRLDC to PBTL on 02.06.22, 03.06.22, 04.06.22 & 05.06.2022, 06.06.22, 29.07.22 for charging
- Communication dated 28-09-22 from PBTL [C1-C4]
- Communication from PBTL dated 04.11.2022 on compliance of protection requirements from WRLDC [Compliance related to TR.ID-159]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WR-2, M/S POWERGRID BHUJ TRANSMISSION LTD have successfully undergone idle charging at 765/400/220kV Bhuj-II Substation:

क्रमांक / S.No	प्रारंभण संपत्ति का नाम / Name of the Transmission Asset:	निष्क्रिय चार्जिंग ऑपरेशन प्रारंभ किए जाने का समय एवं तारीख / Date and Time of commencement of Idle charging operation	निष्क्रिय चार्जिंग ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of Idle charging operation
1	765kV, Main Bay-701 of Bus Reactor at Bhuj-II PGCIL SS.	02.06.2022 17:21 Hrs	03.06.2022 17:21 Hrs
2	765kV, 330MVAR (3X110) Bus Reactor at Bhuj-II PGCIL SS.	02.06.2022 17:21 Hrs	03.06.2022 17:21 Hrs
3	765kV, Main Bay-709 of 765KV Bhuj2-Bhuj Line-1 at Bhuj-II PGCIL SS.	02.06.2022 18:09 Hrs	03.06.2022 18:09 Hrs
4	765kV, Tie Bay-711 of 765KV Bhuj2-Bhuj Line-2 at Bhuj-II PGCIL SS.	02.06.2022 18:09 Hrs	03.06.2022 18:09 Hrs
5	765kV, Main Bay-710 of 765KV Bhuj2-Bhuj Line-2 at Bhuj-II PGCIL SS.	02.06.2022 18:09 Hrs	03.06.2022 18:09 Hrs
6	765kV, Tie Bay-708 of 765KV Bhuj2-Bhuj Line-1 at Bhuj-II PGCIL SS.	02.06.2022 18:48 Hrs	03.06.2022 18:48 Hrs
7	400kV, Bay-403 of 125MVAR Bus Reactor at Bhuj-II PGCIL SS.	03.06.2022 19:33 Hrs	04.06.2022 19:33 Hrs
8	400kV, 125MVAR Bus Reactor at Bhuj-II PGCIL SS.	03.06.2022 19:33 Hrs	04.06.2022 19:33 Hrs
9	220kV Bay-208 of Bus Coupler at Bhuj-II PGCIL SS.	04.06.2022 18:44 Hrs	05.06.2022 18:44 Hrs

स्वहित एवं राष्ट्र हित में ऊर्जा बचाये

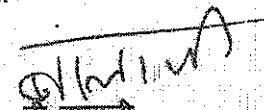
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Registered & Corporate Office : 1st Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016
Website - www.posoco.in, Email : posococc@posoco.in



10	220kV Bay-207 of Line-5 SESPL at Bhuj-II PGCIL SS.	04.06.2022 19:49 Hrs	05.06.2022 19:49 Hrs
11	220kV Bay-210 of Line-6 SKRPL at Bhuj-II PGCIL SS.	04.06.2022 20:04 Hrs	05.06.2022 20:04 Hrs
12	220kV Bay-201 of Line-1 at Bhuj-II PGCIL SS.	04.06.2022 21:10 Hrs	05.06.2022 21:10 Hrs
13	220kV Bay-205 of Line-4 at Bhuj-II PGCIL SS.	05.06.2022 15:37 Hrs	06.06.2022 15:37 Hrs
14	220kV Bay-211 of Line-7 at Bhuj-II PGCIL SS.	05.06.2022 15:53 Hrs	06.06.2022 15:53 Hrs
15	220kV Bay-202 of Line-2 at Bhuj-II PGCIL SS.	06.06.2022 18:20 Hrs	07.06.2022 18:20 Hrs
16	220kV Bay-204 of Line-2 at Bhuj-II PGCIL SS.	06.06.2022 18:45 Hrs	07.06.2022 18:45 Hrs
17	765kV, Main Bay-704 of 765KV Bhuj2-Lakadia Line-1 at Bhuj-II PGCIL SS.	29.07.2022 18:48 Hrs	30.07.2022 18:48 Hrs

This certificate is being issued in accordance with Regulation 5(2)(b) of CERC (Terms & Conditions of Tariff) Regulations 2019 to certify idle charging operation of transmission element without electrical load i.e. without flow of active power. Usage of this certificate for any other purpose is prohibited.


 वी. बालाजी
 कार्यपालक निदेशक, प.क्षे.भा.प्रे.के

To: CEO, M/S POWERGRID BHUJ TRANSMISSION LTD, Vadodara

प्रति: 1. सदस्य सचिव, प.क्षे.वि.स., मुंबई

2. कार्यपालक निदेशक, रा.भा.प्रे.के, नई दिल्ली



पावर सिस्टम ऑपरेशन कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम)
POWER SYSTEM OPERATION CORPORATION LIMITED
(A Government of India Enterprise)



पश्चिमी क्षेत्रीय भार प्रेषण केंद्र

एफ-3, सेन्ट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई - 400 093.
दुरभाष : 022-28202690 • फैक्स : 022-28235434, 28202630 • ई-मेल : wrldc@posoco.in

WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, Central Road, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.
Phone : 022-28202690 • Telefax : 28235434, 28202630 • E-mail : wrldc@posoco.in
CIN : U40105DL2009GO1188682

प्रमाणपत्र संदर्भ : प.क्ष.भा.प्रे.के./प.क्ष.-2/PBTL-5/184/1407

दिनांक: 14/12/2022

पारेषण तत्वों एवं बे द्वारा निष्क्रिय चार्जिंग ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र
Certificate of Idle Charging Operation of Transmission Element(s)/bay(s)

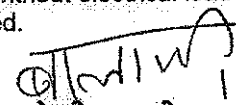
Reference:

- i. PBTL Communication (U.ID-455) dated 27.05.2022 (Format-I and IA)
- ii. WRLDC Communication to PBTL dated 27-05-2022 (Format-II-Acknowledgement)
- iii. PBTL Communication to WRLDC dated 01-06-22 (processing related information)
- iv. WRLDC Communication to PBTL dated 02-06-22 (Format-IV - 406)
- v. PBTL request for charging & idle charging operation dated 03.06.2022 & 04.06.2022.
- vi. Code from WRLDC to PBTL on 03.06.2022 & 04.06.2022 for charging.
- vii. Communication dated 18-09-22 from PBTL [C1-C4]
- viii. Communication from PBTL dated 08.12.2022 on compliance of protection requirements from WRLDC [Compliance related to TR.ID-158]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WR-2, M/S POWERGRID BHUJ TRANSMISSION LTD have successfully undergone idle charging at 765/400/220kV Bhuj-II Substation:

क्रमांक / S.No	पारेषण संपत्ति का नाम / Name of the Transmission Asset:	निष्क्रिय चार्जिंग ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of Idle charging operation	निष्क्रिय चार्जिंग ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of Idle charging operation
1	1500MVA, 765/400kV ICT-2 at Bhuj-II PGCIL SS	03.06.2022 19:33 Hrs	04.06.2022 19:33 Hrs
2	400kV, Bay-407 of 1500MVA ICT-2 at Bhuj-II PGCIL SS	03.06.2022 19:33 Hrs	04.06.2022 19:33 Hrs
3	765kV, Tie Bay-705 of 1500MVA ICT-2 at Bhuj-II PGCIL SS	03.06.2022 19:33 Hrs	04.06.2022 19:33 Hrs
4	500MVA, 400/220kV ICT-2 at Bhuj-II PGCIL SS	04.06.2022 17:58 Hrs	05.06.2022 17:58 Hrs
5	220kV, Bay-206 of 500MVA ICT-2 at Bhuj-II PGCIL SS	04.06.2022 17:58 Hrs	05.06.2022 17:58 Hrs
6	400kV, Main Bay-409 of 500MVA ICT-3 at Bhuj-II PGCIL SS	04.06.2022 19:33 Hrs	05.06.2022 19:33 Hrs
7	220kV, Bay-209 of 500MVA ICT-3 at Bhuj-II PGCIL SS	04.06.2022 19:33 Hrs	05.06.2022 19:33 Hrs
8	500MVA, 400/220kV ICT-3 at Bhuj-II PGCIL SS	04.06.2022 19:33 Hrs	05.06.2022 19:33 Hrs

This certificate is being issued in accordance with Regulation 5(2) (b) of CERC (Terms & Conditions of Tariff) Regulations 2019 to certify idle charging operation of transmission element without electrical load i.e. without flow of active power. Usage of this certificate for any other purpose is prohibited.


वेरजी बालाजी 14/12/22

कार्यपालक निदेशक, प.क्ष.भा.प्रे.के

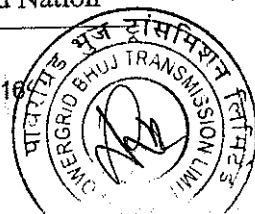
To: CEO, M/S POWERGRID BHUJ TRANSMISSION LTD, Vadodara

प्रति: 1. सदस्य सचिव, प.क्ष.वि.स., मुंबई

स्वहित एवं कार्यपालक निदेशक, प.क्ष.भा.प्रे.के, नई दिल्ली

Save Energy for Benefit of Self and Nation

पंजीकृत एवं केन्द्रीय कार्यालय : प्रथम तल, बी-9, कुतुब इंस्टिटयुशनल एरिया कटवारिया सराय, नई दिल्ली - 110016
Registered & Corporate Office : 1st Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016
Website - www.posoco.in, Email : posoco@posoco.in





ग्रिड-इंडिया
GRID-INDIA

ग्रिड कंट्रोलर ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
GRID CONTROLLER OF INDIA LIMITED
(A Government of India Enterprise)



[formerly Power System Operation Corporation Limited (POSOCO)]

पश्चिम क्षेत्रीय भार प्रेषण केन्द्र / Western Regional Load Despatch Centre

कार्यालय : एफ-3, एम. आई. डी. सी. क्षेत्र, मरोल, अंधेरी (पूर्व), मुंबई-400093

Office : F-3, M.I.D.C. Area, Marol, Andheri (East), Mumbai- 400093

CIN : U40105DL2009GOI188682, Website : www.wrlcd.in, E-mail : wrlcd@grid-india.in, Tel: 022 28202690, Fax: 022 28235434, 28202630

प्रमाणपत्र संदर्भ : प.क्षे.भा.प्रे.के./प.क्षे.-2/PBTL-71159 | 606

दिनांक: 14/03/2023

पारिषण तत्वों एवं बे द्वारा निष्क्रिय चार्जिंग ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र
Certificate of Idle Charging Operation of Transmission Element(s)/bay(s)

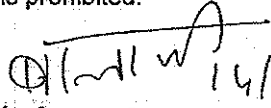
Reference:

- PBTL Communication (U.ID-455) dated 27-05-2022 (Format-I and IA)
- WRLDC Communication to PBTL dated 28-05-2022 (Format-II-Acknowledgement)
- PBTL Communication to WRLDC dated 01-06-2022 (processing related information)
- WRLDC Communication to PBTL dated 02-06-2022 (Format-IV - 406)
- PBTL request for charging & trial operation dated 02.06.2022 & 29.07.2022
- Code from WRLDC to PBTL on 02.06.2022 & 29.07.2022 for charging
- Communication dated 14-10-22 from PBTL [C1-C4]
- Communication from PBTL dated 10.03.2023 on compliance of SCADA requirements from WRLDC [Compliance related to TR.ID-159]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WR-2, M/S POWERGRID BHUJ TRANSMISSION LTD have successfully undergone trial operation at 765/400/220KV Bhuj-2 POWERGRID-WR2 substation:

क्रमांक / S.No	पारिषण संपत्ति का नाम / Name of the Transmission Asset:	निष्क्रिय चार्जिंग ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of Idle charging operation	निष्क्रिय चार्जिंग ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of Idle charging operation
1	765kV, Bhuj2-Bhuj PS Line-1 (Up to LILO point near Bhuj PS).	02.06.2022 18:09	03.06.2022 18:09
2	765kV, Bhuj2-Bhuj PS Line-2 (Up to LILO point near Bhuj PS).	02.06.2022 18:09	03.06.2022 18:09
3	765kV, Main Bay-707 of Bhuj2-Lakadia Line-2 at Bhuj2 SS	29.07.2022 18:48	30.07.2022 18:48

This certificate is being issued in accordance with Regulation 5(2) (b) of CERC (Terms & Conditions of Tariff) Regulations 2019 to certify idle charging operation of transmission element without electrical load i.e. without flow of active power. Usage of this certificate for any other purpose is prohibited.


14/3/21

वैलरी बालाजी

कार्यपालक निदेशक, प.क्षे.भा.प्रे.के

To: CEO, M/S POWERGRID BHUJ TRANSMISSION LTD, Vadodara

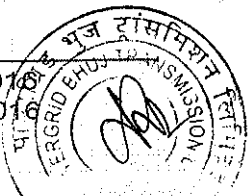
प्रति: 1. सदस्य सचिव, प.क्षे.वि.स., मुंबई

2. कार्यपालक निदेशक, रा.भा.प्रे.के, नई दिल्ली

पंजीकृत कार्यालय : जी- 9, प्रथम तल, कुतब इंस्टीट्यूशनल एरिया, कटवारिया संराय, नई दिल्ली-110070

Registered Office : B-9, 1st Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi- 110070

Website : www.grid-india.in





ग्रिड कंट्रोलर ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
GRID CONTROLLER OF INDIA LIMITED
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[formerly Power System Operation Corporation Limited (POSOCO)]

पश्चिम क्षेत्रीय भार प्रेषण केन्द्र / Western Regional Load Despatch Centre

कार्यालय : एफ-3, एम. आई. डी. सी. क्षेत्र, मरोल, अंधेरी (पूर्व), मुंबई-400093

Office : F-3, M.I.D.C. Area, Marol, Andheri (East), Mumbai- 400093

CIN : U40105DL2009GOI188682, Website : www.wrlcd.in, E-mail : wrlcd@grid-india.in, Tel: 022 28202690, Fax: 022 28235434, 28202630

प्रमाणपत्र संदर्भ : प.क्षे.भा.प्रे.के./प.क्षे.-2/PBTL-8/187 | 608

दिनांक: 14/03/2023

पारेषण तत्वों एवं बे द्वारा निष्क्रिय चार्जिंग ऑपरेशन पूर्ण किये जाने का प्रमाण पत्र
Certificate of Idle Charging Operation of Transmission Element(s)/bay(s)

Reference:

- PBTL Communication (U.ID-490) dated 28-07-2022 (Format-I and IA)
- WRLDC Communication to PBTL dated 28-07-2022 (Format-II-Acknowledgement)
- PBTL Communication to WRLDC dated 28-07-2022 (processing related information)
- WRLDC Communication to PBTL dated 29-07-2022 (Format-IV - 439)
- PBTL request for charging & trial operation dated 16.08.2022.
- Code from WRLDC to PBTL on 16.08.2022 for charging.
- Communication dated 07-02-23 from PBTL [C1-C4]
- Communication from PBTL dated 10.03.2023 on compliance of SCADA requirements from WRLDC [Compliance related to TR.ID-187]

Based on the above documents under reference, it is hereby certified that the following Transmission elements/bays of WR-2, M/S POWERGRID BHUJ TRANSMISSION LTD have successfully undergone trial operation at 765/400/220KV Bhuj-2 POWERGRID-WR2 substation:

क्रमांक / S.No	पारेषण संपत्ति का नाम / Name of the Transmission Asset:	निष्क्रिय चार्जिंग ऑपरेशन प्रारम्भ किए जाने का समय एवं तारीख / Date and Time of commencement of Idle charging operation	निष्क्रिय चार्जिंग ऑपरेशन समाप्ति का समय एवं तारीख / Date and time of completion of Idle charging operation
1	765kV Bhuj2-Lakadia Line-1 (Up to LILO point near Lakadia SS)	16.08.2022 17:59	17.08.2022 17:59
2	765kV Bhuj2-Lakadia Line-2 (Up to LILO point near Lakadia SS)	16.08.2022 19:48	17.08.2022 19:48

This certificate is being issued in accordance with Regulation 5(2) (b) of CERC (Terms & Conditions of Tariff) Regulations 2019 to certify idle charging operation of transmission element without electrical load i.e. without flow of active power. Usage of this certificate for any other purpose is prohibited.

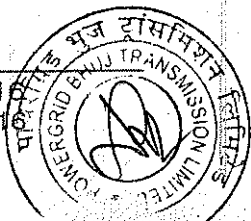
(Signature)
14/3/23
बेलूरी बालाजी

कार्यपालक निदेशक, प.क्षे.भा.प्रे.के

To: CEO, M/S POWERGRID BHUJ TRANSMISSION LTD, Vadodra

प्रति: 1. सदस्य सचिव, प.क्षे.वि.स., मुंबई

2. कार्यपालक निदेशक, रा.भा.प्रे.के, नई दिल्ली





Government of India
Central Electricity Authority
Regional Inspectorial Organisation
Ground Floor, WRPC Building, F-3, MIDC Area
Marol, Andheri (East), Mumbai 400 093



ISO: 9001:2015

Telefax: 022 - 28211003

riowestcea@gmail.com

No. WRIO/GJ/Bhuj-II/PGCIL /A-9726/2022/4471-72 Dated: 25 MAY 2022

Mr. K B Subramonian
Chief Executive Officer
M/s Powergrid Bhuj Transmission Ltd
765/400/220 KV Bhuj-2 Substation,
Near Kotda Jadodar Village Nakhatrana,
Bhuj, Kutch, Gujarat 370605

Approval for Energisation

(under Regulation 43 of CEA (Measures relating to Safety and Electric Supply), Regulations, 2010)

Subject: Approval for Energization of Electrical Installation of 765/400/220 kV GIS Bhuj-II Substation at M/s Powergrid Bhuj Transmission Ltd 765/400/ 220 KV Bhuj-2 Substation, Near Kotda Jadodar Village Nakhatrana, Bhuj, Kutch, Gujarat under Regulation 43 of Central Electricity Authority (Measures relating to Safety and Electric Supply), Regulations 2010 (as amended till date).

Ref:

1. Your online application no. A/2022/09726 dated 02/05/2022
2. Inspection Report letter Dated: 16th May, 2022
3. Your compliance letter dated 24th May 2022

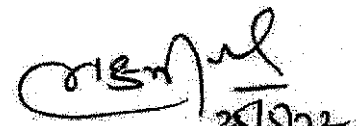
Whereas the inspection of Electrical Installation of 765/400/220 kV GIS Bhuj-II Substation at M/s Powergrid Bhuj Transmission Ltd 765/400/ 220 KV Bhuj-2 Substation, Near Kotda Jadodar Village Nakhatrana, Bhuj, Kutch, Gujarat was carried out on 14th May, 2022 by the undersigned.

The non-compliances of certain provisions/stipulations of the regulations were conveyed to you vide our office letter under reference at Sl.No.(2) above (Inspection Report) and the compliance of the same has since been received vide your letter under reference at Sl.No. (3) above.

The Approval for energisation of Electrical Installations of 765/400/220 kV GIS Bhuj-II Substation at M/s Powergrid Bhuj Transmission Ltd 765/400/ 220 KV Bhuj-2 Substation, Near Kotda Jadodar Village Nakhatrana, Bhuj, Kutch, Gujarat is here by accorded subject to consistent compliance of relevant provisions of CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 (as amended till date) by M/s Powergrid Bhuj Transmission Ltd 765/400/ 220 KV Bhuj-2 Substation, Near Kotda Jadodar Village Nakhatrana, Bhuj, Kutch, Gujarat.

The list of equipments inspected is attached at Annexure-I.

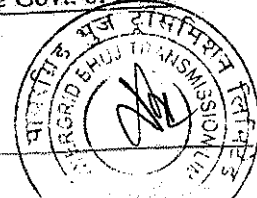
The above apparatus /Installations shall be due for periodical inspection under regulation 30 within two years from the date of inspection. This periodicity is subject to change by government notification.



(L.K.S Rathore)
Director/S.E.

For Chief Electrical Inspector
to the Govt. of India

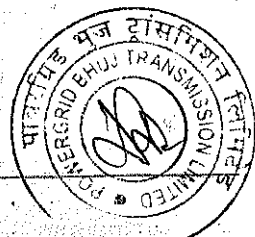
Copy to: Chief Engineer (CEI), CEA, 3rd Floor, NRPC Building, Katwaria Sarai, New Delhi.



List of the Transformers & Reactors

Sl. No.	Equipment Name	Make	Equipment serial number		
			R-PH	Y-PH	B-PH
765kv					
BUS REACTOR	1Ph, 110MVA, 765kV BUS REACTOR	BHEL	6007994	6007993	6007992
	1Ph, 110mVA, 765kV SPARE BUS REACTOR	BHEL	6007991		
LINE REACTORS	1Ph, 80MVA, 765kV, LINE REACTOR	TBEA	T-14184-1	T-14184-3	T-14184-2
	1Ph, 80MVA, 765kV, LINE REACTOR	TBEA	T-14184-5	T-14184-6	T-14184-7
	1Ph, 80MVA, 765kV, SPARE LINE REACTOR	TBEA	T-14184-4		
765kV ICT	765/400kV ICT BANK-2 (3X500MVA)	BHEL	6008035	6008034	6008032
	SPARE ICT, 500MVA	BHEL		6008036	
400kV					
ICT	400/220kV ICT-1 (3Phase, 500MVA)	BHEL	6008015		
	400/220kV ICT-2 (3Phase, 500MVA)	BHEL	6008016		
	400/220kV ICT-3 (3Phase, 500MVA)	BHEL	6008071		
	400/220kV ICT-4 (3Phase, 500MVA)	BHEL	6008067		
BUS REACTOR	400kV BUS REACTOR (3Phase, 125MVA)	BHEL	6008039		

215/8
20/5/22



765kV GIS EQUIPMENTS SERIAL NUMBER							
Sl. No.	Bay	Equipment Name	Make	Rating	Equipment serial number		
					R-PH	Y-PH	B-PH
765kv							
Bus Reactor Bay	701	CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	701 CB R	701 CB Y	701 CB B
		CT	NHVS	ZF 15 800 CT , 3000-2000- 500/1, 50kA/3 Sec	701CTR02	701CTY02	701CTB02
					701CTR01	701CTY01	701CTB01
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	701DSR02	701DSY02	701DSB02
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	701DSR01	701DSY01	701DSB01
DS 89 R	NHVS	ZF 15 800 DS, 50kA/3 Sec	R3L18B03	R3L18Y03	R3L18R03		
Tie Bay	702	CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	702 CB R	702 CB Y	702 CB B
		CT	NHVS	ZF 15 800 CT , 3000-2000- 500/1, 50kA/3 Sec	702CTR02	702CTY02	702CTB02
					702CTR01	702CTY01	702CTB01
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	702DSR02	702DSY02	702DSB02
DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	702DSR01	702DSY01	702DSB01		
ICT#1	703	CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	703 CB R	703 CB Y	703 CB B
		CT	NHVS	ZF 15 800 CT , 3000-2000- 500/1, 50kA/3 Sec	703CTR02	703CTY02	703CTB02
					703CTR01	703CTY01	703CTB01
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	703DSR02	703DSY02	703DSB02
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	703DSR01	703DSY01	703DSB01
DS 89 T	NHVS	ZF 15 800 DS, 50kA/3 Sec	A1L21R04	A1L21Y04	A1L21B03		

21301/2
20/07/22



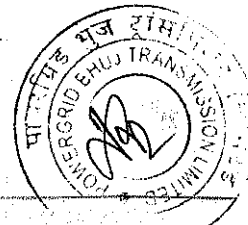
Lakadia Ckt#1	704	CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	704 CB R	704 CB Y	704 CB B
		CT	NHVS	ZF 15 800 CT . 3000-2000- 500/1, 50kA/3 Sec	704CTR02	704CTY02	704CTB02
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	704DSR02	704DSY02	704DSB02
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	704DSR01	704DSY01	704DSB01
		DS 89 L	NHVS	ZF 15 800 DS, 50kA/3 Sec	L1L04R04	L1L04Y04	L1L04B04
Line Reacror-1	704- R1	CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	LRI CB R	LRI CB Y	LRI CB B
		DS 89LR	NHVS	ZF 15 800 DS, 50kA/3 Sec	R1L18R04	R1L18Y04	R1L18B03
Tie	705	CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	705 CB R	705 CB Y	705 CB B
		CT	NHVS	ZF 15 800 CT . 3000-2000- 500/1, 50kA/3 Sec	705CTR02	705CTY02	705CTB02
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	705DSR02	705DSY02	705DSB02
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	705DSR01	705DSY01	705DSB01
ICT#2	706	CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	706-CB R	706 CB Y	706-CB B
		CT	NHVS	ZF 15 800 CT . 3000-2000- 500/1, 50kA/3 Sec	706CTR02	706CTY02	706CTB02
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	706DSR02	706DSY02	706DSB02
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	706DSR01	706DSY01	706DSB01

01507/2



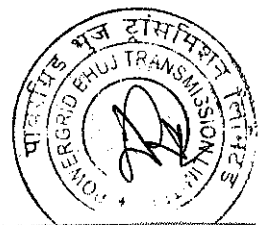
Lakadia Ckt#2	707	DS 89 T	NHVS	ZF 15 800 DS, 50kA/3 Sec	A2L21R04	A2L21Y05	A2L21B05
		CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	707 CB R	707 CB Y	707 CB B
		CT	NHVS	ZF 15 800 CT , 3000-2000-500/1, 50kA/3 Sec	707CTR02	707CTY02	707CTB02
					707CTR01	707CTY01	707CTB01
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	707DSR02	707DSY02	707DSB02
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	707DSR01	707DSY01	707DSB01
Line Reacror-2	707-R2	DS 89 L	NHVS	ZF 15 800 DS, 50kA/3 Sec	L2L03R02	L2L03Y03	L2L03B03
		CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	707 CB R	707 CB Y	707 CB B
Bhuj#1	708	DS 89LR	NHVS	ZF 15 800 DS, 50kA/3 Sec	R2L18R03	R2L18Y04	R2L18B04
		CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	708 CB R	708 CB Y	708 CB B
		CT	NHVS	ZF 15 800 CT , 3000-2000-500/1, 50kA/3 Sec	708CTR02	708CTY02	708CTB02
					708CTR01	708CTY01	708CTB01
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	708DSR02	708DSY02	708DSB02
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	708DSR01	708DSY01	708DSB01
Tie	709	DS 89 R	NHVS	ZF 15 800 DS, 50kA/3 Sec	B1L03R03	B2L03Y03	B1L03B03
		CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	709CBR	709CBY	709CBB
		CT	NHVS	ZF 15 800 CT , 3000-2000-500/1, 50kA/3 Sec	709CTR02	709CTY02	709CTB02
					709CTR01	709CTY01	709CTB01

21/5/22
25/5/22



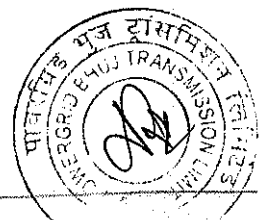
Bhuj#2	710	DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	709DSR02	709DSY02	709DSB02		
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	709DSR01	709DSY01	709DSB01		
		CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	710CBR	710CBY	710CBB		
		CT	NHVS	ZF 15 800 CT , 3000-2000- 500/1, 50kA/3 Sec	710CTR02	710CTY02	710CTB02		
					710CTR01	710CTY01	710CTB01		
		DS 89A	NHVS	ZF 15 800 DS, 50kA/3 Sec	710DSR02	710DSY02	710DSB02		
		DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	710DSR01	710DSY01	710DSB01		
		DS 89 L	NHVS	ZF 15 800 DS, 50kA/3 Sec	B1L03R03	B2L03Y03	B1L03B03		
		Tie	711	CB	NHVS	ZF 15 800 CB, 4000A, 63kA/2 Sec	711CBR	711CBY	711CBB
				CT	NHVS	ZF 15 800 CT , 3000-2000- 500/1, 50kA/3 Sec	711CTR02	711CTY02	711CTB02
711CTR01	711CTY01						711CTB01		
DS 89A	NHVS			ZF 15 800 DS, 50kA/3 Sec	711DSR02	711DSY02	711DSB02		
DS 89B	NHVS	ZF 15 800 DS, 50kA/3 Sec	711DSR01	711DSY01	711DSB01				

21/5/22
25/8/22



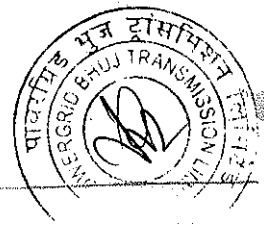
400kV GIS EQUIPMENTS SERIAL NUMBER							
Sl. No.	Bay	Equipment Name	Make	Rating	Equipment serial number		
					R-PH	Y-PH	B-PH
400kV							
ICT#1	401	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M1301	M1201	M1101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M1302	M1202	M1102
					M1303	M1203	M1103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M1304	M1204	M1104
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M1305	M1205	M1105
DS 89 T	NHVS	ZF 15 420 DS, 63kA/3 Sec					
Tie Bay	402	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M2301	M2201	M2101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M2302	M2202	M2102
					M2303	M2203	M2103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M2304	M2204	M2104
DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M2305	M2205	M2105		
Bus Reactor Bay	403	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M3301	M3201	M3101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M3302	M3202	M3102
					M3303	M3203	M3103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M3304	M3204	M3104
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M3305	M3205	M3105
DS 89 BR	NHVS	ZF 15 420 DS, 63kA/3 Sec					
ICT BANK-1	404	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M4301	M4201	M4101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M4302	M4202	M4102
					M4303	M4203	M4103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M4304	M4204	M4104
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M4305	M4205	M4105
DS 89 T	NHVS	ZF 15 420 DS, 63kA/3 Sec					
Tie Bay	405	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M5301	M5201	M5101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M5302	M5202	M5102
					M5303	M5203	M5103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M5304	M5204	M5104
DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M5305	M5205	M5105		
ICT#2	406	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M6301	M6201	M6101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M6302	M6202	M6102
					M6303	M6203	M6103
DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M6304	M6204	M6104		

20/5/22



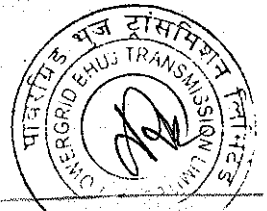
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M6305	M6205	M6105
		DS 89 T	NHVS	ZF 15 420 DS, 63kA/3 Sec			
ICT BANK-2	407	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M7301	M7201	M7101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M7302	M7202	M7102
					M7303	M7203	M7103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M7304	M7204	M7104
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M7305	M7205	M7105
		DS 89 T	NHVS	ZF 15 420 DS, 63kA/3 Sec			
Tie Bay	408	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M8301	M8201	M8101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M8302	M8202	M8102
					M8303	M8203	M8103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M8304	M8204	M8104
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M8305	M8205	M8105
ICT#3	409	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M9301	M9201	M9101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M9302	M9202	M9102
					M9303	M9203	M9103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M9304	M9204	M9104
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M9305	M9205	M9105
		DS 89 T	NHVS	ZF 15 420 DS, 63kA/3 Sec			
Tie Bay	410	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M10301	M10201	M10101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M10302	M10202	M10102
					M10303	M10203	M10103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M10304	M10204	M10104
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M10305	M10205	M10105
ICT#4	411	CB	NHVS	ZF 15 420 CB, 4000A, 63kA/3 Sec	M11301	M11201	M11101
		CT	NHVS	ZF 15 420 CT, 3000-2000-500/1, 63kA/3 Sec	M11302	M11202	M11102
					M11303	M11203	M11103
		DS 89A	NHVS	ZF 15 420 DS, 63kA/3 Sec	M11304	M11204	M11104
		DS 89B	NHVS	ZF 15 420 DS, 63kA/3 Sec	M11305	M11205	M11105
		DS 89T	NHVS	ZF 15 420 DS, 63kA/3 Sec	M11305	M11205	M11105

20/5/22



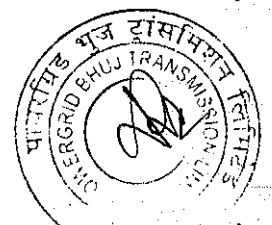
220kV GIS EQUIPMENTS SERIAL NUMBER				
Sl. No.	Bay	Equipment Name	Make	Rating
220kV				
Line-1	201	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
Line-2	202	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
ICT#1	203	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
Line-3	204	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
Line-4	205	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
ICT#2	206	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
Line-5	207	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec

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		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
Bus Coupler Bay	208	CB	NHVS	ZFW20B-252(L)-CB, 2500A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 3000-1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
ICT#3	209	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
Line#6	210	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
Line#7	211	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
ICT#4	212	CB	NHVS	ZFW20B-252(L)-CB, 1600A, 50kA/3Sec
		CT	NHVS	ZFW20B-252(L)-CT 1600-800/1, 1600A, 50kA/3 Sec
		DS 89A	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec
		DS 89B	NHVS	ZFW20B-252(L)-DS/ZFW20B-252(L)-EDS, 50kA/3 Sec

013078
25/6/22



पावरग्रिड भुज ट्रांसमिशन लिमिटेड
(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)
POWERGRID BHUJ TRANSMISSION LIMITED
(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

Ref:TBCB/Bhuj2/DOCO/ICT-1

Date: 16.11.2022

To,

As per Distribution

Sub: Commercial Operation Date with respect to 1500 MVA,765/400 kV ICT-1 along with associated 765 kV & 400 kV transformer bays under establishment of 2x1500 MVA (765/400 kV), 4x500 MVA(400/220 kV) Bhuj-2 PS(GIS) and Reconfiguration of Bhuj PS-Lakadia PS 765 kV D/C line so as to establish Bhuj II PS-Lakadia PS 765 kV D/C line as well as Bhuj II PS -Bhuj PS 765 kV D/C line under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat".

Dear Sir,

The subject Transmission System has been executed by POWERGRID Bhuj Transmission Limited (PBTL) under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) In Gujarat" and is governed by Transmission Service Agreement (TSA) signed between SPV and the Long Term Transmission Customers (LTTCS).

In terms of the provisions of the Transmission Service Agreement (TSA) dated 23.04.2019, the following element under the subject project have been charged and commissioned by PBTL as per detailed below:

S.N.	Name of the Element	Date & time of commencement of Trial operation	Date & time of completion of Trial operation	Commercial operation with effect from
1	1500 MVA, 765/400 kV ICT-1 along with associated 765 kV & 400 kV transformer bays.	12.11.2022, 21:59 hrs	13.11.2022,21:59 hrs	00:00 hours of 16 th November, 2022

It is to be mentioned that as per Schedule-3 of TSA and in line with Ministry of Power's letter dated 04.04.2022 and in terms of provision of clause-5 of 6.3A of Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulation, 2010, the above elements have completed trial operation as mentioned above.

Consequent to successful completion of trial operation of the aforesaid elements, the same has been put under commercial operation with effect from 00:00 hours of 16th November,2022 in terms of provision 6.2.1 of the TSA and clause 6.3A(5) of the CERC(Indian Electricity Grid Code) Regulation, 2010. It is to mention here that the commercial operation of all other elements under the subject scheme has already been declared with effect from 2nd August,2022.

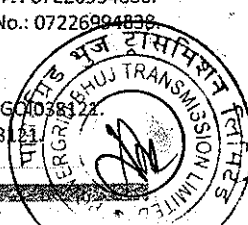
The transmission charges of aforementioned elements are payable with effect from 16th November,2022 and shall be entitled for all benefits envisaged in the TSA.

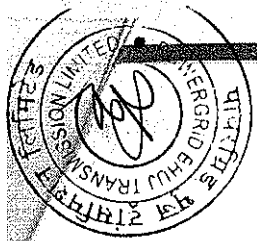
Thanking you,

Yours sincerely,

(Rajesh Kr. Gupta)
Project In-charge, PBTL

ऑफिस : प्लॉट नं.-16, रयान रेजिडेंसी, सेवेन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcg.pbtl@gmail.com मो. नं.: 07226994838.
Office : Plot No.-16,Ryan Residency,Seven Sky ring Road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcg.pbtl@gmail.com Mo. No.: 07226994838.
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं. -2, गुरुग्राम-122001 (हरियाणा) दूरभाष : 0124-2571700-719.
Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.
पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष : 26560121, सीआईएन : L40101DL1989GO1038121.
Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GO1038121.
Website: www.powergridindia.com





पावरग्रिड भुज ट्रांसमिशन लिमिटेड
(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)
POWERGRID BHUJ TRANSMISSION LIMITED
(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

Distribution list:

1. Sitac Kabini Renewables Pvt Ltd, 507-508, Asoka Estate, 24, Barakhamba Road, New Delhi-110001
2. Adani Green Energy Ltd, Adani House, 4th Floor, South wing, Shantigram, S.G Highway, Ahmedabad-382421
3. Netra Wind Pvt Ltd, 219-424, JMD Megapolis, Sector-48, Sohna Road, Gurugram-122002
4. General Manager, M/s WRSS-XXI(A) Transco Ltd, Plot No.22, Odhav Vandana, Airport Road, Bhuj.

Copy to :

1. Member Secretary, WRPC, F-3, M.I.D.C Area, Andheri(East), Mumbai-400093
2. Managing Director, MPPTCL, Shakti Bhawan, MPSEB colony, Rampur, Jabalpur, Madhya Pradesh-482008
3. Managing Director, MPPMCL, E-4, Arera Colony, Bhopal- 462016, Madhya Pradesh
4. Managing Director, MSEDCL, Prakashgad, Bandra (E), Mumbai - 400051
5. Managing Director, GUVNL, Sardar Patel Vidyut Bhawan, Race Course, Vadodara, Gujarat-390007
6. Managing Director, CSPTCL, Sewa Bhawan, Dangania, Raipur, Chhattisgarh-492013
7. Executive Director, WRLDC, POSOCO, F-3, M.I.D.C Area, Andheri(East), Mumbai-400093
8. Chief Engineer, GOA Electricity Department, Panjim, Goa - 403001
9. Executive Engineer, Electricity Department, Daman and Diu, Moti Daman, Daman.
10. Executive Engineer, Electricity Department, Dadra & Nagar Haveli, Silvassa.
11. Vice President, Dadra and Nagar Haveli and Daman and Diu Power Distribution Corporation Limited(DNHDDPDCL), 1st & 2nd Floor, Vidyut Bhavan, Next to Secretariat Building, 66KV Road, Dadra & Nagar Haveli and Daman and Diu, Silvassa -396230.

Copy for kind information:

1. CMD, POWERGRID, CC, Gurgaon.
2. Director (Projects), POWERGRID, CC, Gurgaon.
3. Director (Finance), POWERGRID, CC, Gurgaon.
4. Director (Operation), POWERGRID, CC, Gurgaon.
5. Director (Pers.), POWERGRID, CC, Gurgaon
6. ED (TBCB), POWERGRID, CC, Gurgaon
7. ED (CMG), POWERGRID, CC, Gurgaon
8. ED (F&A), POWERGRID, CC, Gurgaon
9. ED (Commercial), POWERGRID, CC, Gurgaon
10. ED (AM), POWERGRID, CC, Gurgaon
11. CEO (CTUIL), Gurgaon
12. ED(WR-II), POWERGRID, Vadodara.
13. Company Secretary, POWERGRID, CC, Gurgaon
14. CGM (AM) WR-II, POWERGRID, Vadodara.
15. CGM (Projects), WR-II, POWERGRID, Vadodara
16. Sr.GM (Finance), WR-II, POWERGRID, Vadodara.
17. Sr.GM(Comml), WR-II, POWERGRID, Vadodara.

ऑफिस : प्लॉट नं-16, रयान रेजिडेंसी, सेवन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcg.pbt@gmail.com मो. नं.: 07226994838.
Office : Plot No.-16, Ryan Residency, Seven Sky ring Road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcg.pbt@gmail.com Mo. No.: 07226994838.
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं. -2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.
Corporate Office: "Saudamini", Plot No.-2, Sector-29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.
पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष: 26560121, सीआईएन: 140101DL1989GOI038121.
Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: 140101DL1989GOI038121.

पावरग्रिड भुज ट्रांसमिशन लिमिटेड
(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)
POWERGRID BHUJ TRANSMISSION LIMITED

Ref. No: PBTL/Bhuj2/DOCO-rev2/12072023

Date: 12.07.2023

To,

As per distribution list

Sub: Revised Date of Commercial Operation with respect to establishment of 2x1500 MVA(765/400 kV), 4x500 MVA(400/220 kV) Bhuj-2 PS(GIS) and Reconfiguration of Bhuj PS-Lakadia PS 765 kV D/C line so as to establish Bhuj II PS-Lakadia PS 765 kV D/C line as well as Bhuj II PS -Bhuj PS 765 kV D/C line under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat".

Dear Sir,

Please refer our earlier letter no.PBTL/Bhuj2/DOCO-rev/31012023 dated 31.01.2023 communicating the revised Date of Commercial Operation with effect from 20th August,2022 for the following elements under the subject project executed by Powergrid Bhuj Transmission Limited(PBTL) under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" and is governed by Transmission Service Agreement(TSA) signed between SPV(PBTL) and the Long Term Transmission Customers(LTTCs). In line with TSA clause no.6.2.1, the Date of Commercial Operation is further revised for the following elements with effect from 00:00 hours of 24th August,2022.

S.N	Name of the Element	Date & time of Charging/commencement of Trial operation	Date & time of completion of Trial operation as per WRLDC certificate	Date of completion of 7 days from the date of charging	Commercial Operation with effect from (as per TSA clause no. 6.2.1)
	765 kV D/C Bhuj PS-Bhuj II(PBTL) line along with associated 765 kV bays at Bhuj II PS.	02.06.22, 18:09 hrs	03.06.22, 18:09 hrs	09.06.22	00:00 hours of 24 th August, 2022
2	330 MVAR 765 kV Bus Reactor along with associated 765 kV bay at Bhuj II PS	02.06.22, 17:21hrs	03.06.22, 17:21 hrs	09.06.22	
3	1500 MVA, 765/400 kV ICT-2 along with associated 765 kV & 400 kV transformer bays.	03.06.22, 19:33hrs	04.06.22, 19:33 hrs	10.06.22	
4	125 MVAR 400 kV Bus Reactor along with associated 400 kV bay at Bhuj II PS	03.06.22, 21:05hrs	04.06.22, 21:05 hrs	10.06.22	
5	500 MVA, 400/220 kV ICT-2 along with associated 400-kV & 220 kV transformer bays	04.06.22, 17:58hrs	05.06.22, 17:58 hrs	11.06.22	
6	500 MVA, 400/220 kV ICT-3 along with associated 400 kV & 220 kV transformer bays	04.06.22, 19:33hrs	05.06.22, 19:33 hrs	11.06.22	
7	500 MVA, 400/220 kV ICT-1 along with associated 400 kV & 220 kV transformer bays	04.06.22, 21:01hrs	05.06.22, 21:01 hrs	11.06.22	
8	240 MVAR 765 kV Bhuj II- Lakadia Ckt-1 Line Reactor at Bhuj II PS.	06.07.22, 19:48hrs	07.07.22, 19:48 hrs	13.07.22	

Pg 1/3

ऑफिस : प्लॉट नं-16, रयान रेजिडेंसी, सेवेन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcg.pbt@gmail.com मो.नं. 07226994838.

Office : Plot No.-16,Ryan Residency ,Seven Sky ring Road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcg.pbt@gmail.com Mo. No.: 07226994838.

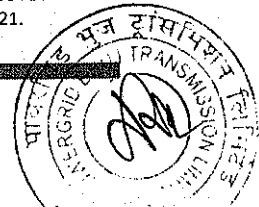
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष:0124-2571700-719.

Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel: 0124-2571700-719.

पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कंटेनरिया सराय, नई दिल्ली-110 016. दूरभाष : 26560121, सीआईएन : L40101DL1989GOI038121.

Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121.

Website: www.powergridindia.com



पावरग्रिड भुज ट्रांसमिशन लिमिटेड
(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

		(charged as bus reactor)			
9	240 MVAR 765 kV Bhuj II- Lakadia Ckt-2 Line Reactor at Bhuj II PS	14.07.22, 17:41hrs	15.07.22, 17:41 hrs	21.07.22	00:00 hours of 24 th August, 2022
10	500 MVA, 400/220 kV ICT-4 along with associated 400 kV & 220 kV transformer bays	21.07.22, 02:09hrs	22.07.22, 02:09 hrs	28.07.22	
11	220 kV line bay-1	04.06.22, 21:10 hrs	05.06.22, 21:10 hrs	11.06.22	
12	220 kV line bay-2	06.06.22, 18:20 hrs	07.06.22, 18:20 hrs	13.06.22	
13	220 kV line bay-3	06.06.22, 18:45 hrs	07.06.22, 18:45 hrs	13.06.22	
14	220 kV line bay-4	05.06.22, 15:37 hrs	06.06.22, 15:37 hrs	12.06.22	
15	220 kV line bay-5	04.06.22, 19:49 hrs	05.06.22, 19:49 hrs	11.06.22	
16	220 kV line bay-6	04.06.22, 20:04 hrs	05.06.22, 20:04 hrs	11.06.22	
17	220 kV line bay-7	05.06.22, 15:53 hrs	06.06.22, 15:53 hrs	12.06.22	
18	765 kV D/C Bhuj II- Lakadia Line (upto tapping point) along with associated 765 kV bays at Bhuj II PS.	16.08.22, 19:48 hrs (Idle charged due to non-readiness of other utility portion)	17.08.22, 19:48hrs	23.08.22	

It is to be mentioned that as per Schedule-3 of TSA and in line with Ministry of Power's letter dated 04.04.2022, the above mentioned elements have been completed successfully. Consequent to successful completion of the aforesaid elements, the same has been **put under commercial operation with effect from 00:00 hours of 24th August, 2022** in terms of provision 6.2.1 of the TSA.

The transmission charges of above mentioned elements are payable with effect from **24th August, 2022** and shall be entitled for all benefits envisaged in the TSA. The earlier declaration for Commercial Operation communicated vide our letter no.PBTL/Bhuj2/DOCO/rev/31012023 dated 31.01.2023 stands withdrawn.

Thanking you,

Yours sincerely,

(B. K. Pradhan)

Project In-charge, PBTL

Pg 2/3

ऑफिस : प्लॉट नं.-16, रयान रेजिडेंसी, सेवन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcg.pbt@gmail.com मो.नं.: 07226994838.

Office : Plot No.-16, Ryan Residency, Seven Sky ring Road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcg.pbt@gmail.com Mo. No.: 07226994838.

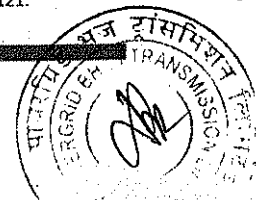
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.

Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel: 0124-2571700-719.

पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष : 26560121, सीआईएन : L40101DL1989GOI038121.

Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121.

Website: www.powergridindia.com



पावरग्रिड भुज ट्रांसमिशन लिमिटेड
(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)
POWERGRID BHUJ TRANSMISSION LIMITED

Distribution list:

1. Sitac Kabini Renewables Pvt Ltd, 507-508, Asoka Estate, 24, Barakhamba Road, New Delhi-110001
2. General Manager-Business Development, Adani Green Energy Ltd, Adani Corporate House, 4th Floor, South wing, Shantigram, S.G Highway, Ahmedabad-382421
3. Chief Executive Officer, Netra Wind Pvt Ltd, 219-424, JMD Megapolis, Sector-48, Sohna Road, Gurugram-122002.
4. Joint President, WRSS-XXI(A) Transco Ltd, Adani Corporate House, Shantigram, S.G Highway, Ahmedabad-382421

Copy to :

1. Member Secretary, WRPC, F-3, M.I.D.C Area, Andheri(East), Mumbai-400093
2. Executive Director, WRLDC, POSOCO, F-3, M.I.D.C Area, Andheri(East), Mumbai-400093

Copy for kind information :

1. CMD, POWERGRID, CC, Gurgaon.
2. Director (Projects), POWERGRID, CC, Gurgaon.
3. Director (Finance), POWERGRID, CC, Gurgaon.
4. Director (Operation), POWERGRID, CC, Gurgaon.
5. Director (Pers.), POWERGRID, CC, Gurgaon
6. ED (CMG), POWERGRID, CC, Gurgaon
7. ED (F&A), POWERGRID, CC, Gurgaon
8. ED (Commercial), POWERGRID, CC, Gurgaon
9. ED (AM), POWERGRID, CC, Gurgaon
10. CEO (CTUIL), Gurgaon
11. Company Secretary, POWERGRID, CC, Gurgaon
12. CGM (AM) WR-II, POWERGRID, Vadodara.
13. CGM (Projects), WR-II, POWERGRID, Vadodara.
14. GM (PESM), WR-II, POWERGRID, Vadodara
15. Sr.GM (Finance), WR-II, POWERGRID, Vadodara.
16. STA to ED (WR-II), POWERGRID, Vadodara.
17. Sr GM (Commercial) WR-II, POWERGRID, Vadodara

[Handwritten Signature]

Pg 3/3

ऑफिस : प्लॉट नं.-16, रयान रेजिडेंसी, सेवेन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcg.pbtl@gmail.com मो.नं.: 07226994838.

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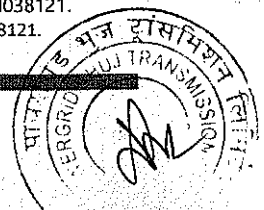
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.

Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel: 0124-2571700-719.

पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष: 26560121, सीआईएन: L40101DL1989GOI038121.

Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121.

Website: www.powergridindia.com



ANNEXURE - 6

पावरग्रिड भुज ट्रांसमिशन लिमिटेड

(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

Ref No: PBTB/LITTC/Time-over run/17072023

Date: 17.07.2023

To : As per Distribution list

Sub: Establishment of 2x1500 MVA(765/400 kV), 4x500 MVA(400/220 kV) Bhuj-2 PS(GIS) and Reconfiguration of Bhuj PS-Lakadia PS 765 kV D/C line so as to establish Bhuj II PS-Lakadia PS 765 kV D/C line (upto tapping point) as well as Bhuj II PS -Bhuj PS 765 kV D/C line under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" - Regarding condonation of delay

Dear Sir,

Subject Transmission System has been executed by Powergrid Bhuj Transmission Limited (PBTB) under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" and is governed by Transmission Service Agreement (TSA) signed between SPV(PBTB) and the Long Term Transmission Customers (LITTCs).

Date of commercial operation (COD) of all elements except one 1500 MVA,765/400 kV ICT along with associated 765 kV & 400 kV transformer bays, has been revised to **24.08.2022** (copy attached) and commercial operation for balance one no. of 1500 MVA,765/400 kV ICT has also been declared with effect from **16.11.2022** (copy attached) in line with the provision 6.2.1 of the TSA. With this the entire system under the subject scheme has been put under commercial operation.

It is to bring to your kind notice that Ministry of Power, vide letter dt 04.04.2022 (copy attached for ready reference), has revised the Scheduled Commercial Operation Date (SCoD) of subject work as mentioned below:

- 1) Bhuj-II PS with one no. 1500 MVA,765/400 kV ICT & associated LILO line (i.e. Reconfiguration of Bhuj PS-Lakadia PS 765 kV D/C line so as to establish Bhuj II PS-Lakadia PS 765 kV D/C line (upto tapping point) as well as Bhuj II PS -Bhuj PS 765 kV D/C line) - Revised schedule is 31st May, 2022.
- 2) Balance one no. 1500 MVA,765/400 kV ICT- Revised schedule is 30th September, 2022.

Best efforts were made to complete the project within the above mentioned revised time schedule. However, the actual Commercial Operation Date (COD) of all the elements under sl.no. 1 above is achieved on 24.08.2022 with a time over-run of 84 days and actual Commercial Operation Date (COD) of the element under sl.no. 2 above is achieved on 16.11.2022 with a time over-run of 46 days from the revised schedule. The time over-run is purely due to Force Majeure/Change in Law events which is totally beyond the control of PBTB and the details of time over-run related to sl. no. (1) & (2) above is placed at Annexure-I & II respectively. It may also be mentioned here that so far as evacuation path/system for RE generation is concerned there was no delay in commissioning of elements mentioned at sl.no. 1 above as the first time power flow from RE generation started in the 2nd week of August, 2022.

Contd on Pg/2

ऑफिस : प्लॉट नं.-16, रयान रेजिडेंसी, सेवन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात)-370001, ई-मेल: tbcg.pbtb@gmail.com मो.नं.: 07226994838.
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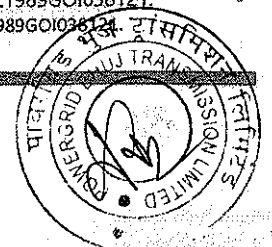
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Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121

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पावरग्रिड भुज ट्रांसमिशन लिमिटेड
(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)
POWERGRID BHUJ TRANSMISSION LIMITED

Pg/2

In view of facts submitted, it is requested that above mentioned time over-run period, beyond the control of PBTL, may please be condoned and transmission tariff may be allowed without levying any liquidated damage.

Thanking you,

Yours sincerely,

(Signature)
(B. K. Pradhan)
Project In-charge, PBTL

17-07-2023

Distribution list:

1. Sitac Kabini Renewables Pvt Ltd, 507-508, Asoka Estate, 24 Barakhamba Rd, New Delhi-110001
2. General Manager- Business Development, Adani Green Energy Ltd, Adani Corporate House, 4th Floor, South wing, Shantigram, S.G Highway, Ahmedabad-382421

Copy to :

Member Secretary, WRPC, F-3, M.I.D.C Area, Andheri (East), Mumbai-400093

Copy for information :

1. ED (Commercial), POWERGRID, CC, Gurgaon
2. ED (WR-II), POWERGRID, Vadodara.
3. ED (CMG), POWERGRID, CC, Gurgaon
4. CGM(TBCB), POWERGRID, CC, Gurgaon
5. Sr.GM (Finance), WR-II, POWERGRID, VADODARA.
6. Sr.GM (Comml), WR-II, POWERGRID, VADODARA.
7. GM (PESM), WR-II, POWERGRID, VADODARA

ऑफिस : प्लॉट नं.-16, रयान रेजिडेन्सी, सेवेन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcg.pbtl@gmail.com मो.नं.: 07226994838.
Office: Plot No.-16, Ryan Residency, Seven Sky Ring Road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcg.pbtl@gmail.com Mo. No.: 07226994838.

केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.

Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.

पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष : 26560121, सीआईएन : L40101DL1989GOI038121

Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016, Tel: 26560121. CIN: L40101DL1989GOI038121

Website: www.powergridindia.com



adani

Renewables

AGEL/PBTL/Bhuj-II/2023/01

Date: 03-Aug-2023

To,

Project In-charge
Powergrid Bhuj Transmission Limited (PBTL)
Plot No.16, Ryan Residency,
Seven Sky Ring Road, Taluka-Bhuj
Dist- Kutch, Gujarat-370001

Sub: Regarding delay in Establishment of 2x1500 MVA(765/400 kV), 4x500 MVA(400/220 kV) Bhuj-2 PS(GIS) and Reconfiguration of Bhuj PS-Lakadia PS 765 kV D/C line so as to establish Bhuj II PS-Lakadia PS 765 kV D/C line (upto tapping point) as well as Bhuj II PS - Bhuj PS 765 kV D/C line under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat".

Ref: Your office letter with ref. no. PBTL/LTTC/Time-over run/17072023 dated 17.07.2023

Respected Sir,

This has reference to your letter no. PBTL/LTTC/Time-over run/17072023 dated 17.07.2023 requesting for condonation of delay period for commissioning of the subject project.

The matter is considered at our end. The delay period for commissioning of the subject project as indicated in your above said letter is as below :

1. For Bhuj-II PS with one no. 1500 MVA,765/400 kV ICT & associated LILO line (i.e. Reconfiguration of Bhuj PS - Lakadia PS 765 kV D/C line so as to establish Bhuj II PS-Lakadia PS 765 kV D/C line (upto tapping point) as well as Bhuj II PS -Bhuj PS 765 kV D/C line) - **84 days.**
2. For Balance one no. 1500 MVA,765/400 kV ICT - **46 days**

Considering the reasons mentioned in your above said letter for delay in commissioning of the project, the above-mentioned delay period is hereby condoned. Please note that AGEL will not sign any supplementary agreement until the other LTTC has signed the same.

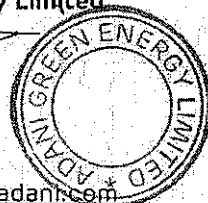
Thanking you,

For Adani Green Energy Limited

(Authorized Signatory)

Rajesh Kumar Gupta

Mob: +91 9099055681

E-mail: - rajesh.gupta@adani.com

Adani Green Energy Ltd
Adani Corporate House, 4th Floor - South Wing,
Shantigram, S G Highway,
Ahmedabad 382 421, Gujarat, India
CIN: L40106GJ2015PLC082007

Tel: +91 79 2555 8005
Fax: +91 79 2555 7294
solar.bd@adani.com
www.adanigreenenergy.com

Registered Office: "Adani Corporate House", Shantigram, Near Vaishnav Devi Circle, S. G. Highway, Ahmedabad - 382 421, Gujarat



Ref: AGEL/PBTL/CPBG/2023/01

Date: 20-02-2023

To,
POWERGRID BHUJ TRANSMISSION LTD,
 Power Grid Corporation of India Limited,
 Plot No.-2, Saudāmini, Sector-29
 Gurgaon - 122001

Kind attention- Sh. B. K. Pradhan (Project In-Charge, PBTL)

Subject: Return of CPBG (BG No.: 2451BGR0029820) for Rs. 11,775,000.00 submitted against signing of Transmission Service Agreement between PBTL & AGEL.

Ref. No.: 1. PBTL Letter bearing Ref. No.: TBCB/Bhuj2/BG release/ on dated 15-02-2023.

Dear Sir,


This has reference to Contract Performance Bank Guarantee (CPBG) for Rs. 11,775,000.00 submitted against TSA signed between "M/s. Powergrid Bhuj Transmission Limited (PBTL)" & "M/s. Adani Green Energy Limited (AGEL)". Please find details of BG below:

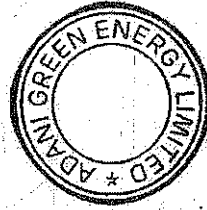
Sr. No.	BG No.	Amount (Rs.)	Revised Amount (Rs.)	Issue Date	Validity	Issuing Bank
1	2451BGR0029820	294,750,000.00	11,775,000.00	16-10-2019	28-02-2023	ICICI Bank

Referring to the Article 6.5.2 of the TSA, we are hereby releasing the above Contract Performance Bank Guarantee in original. It is requested to please accept and acknowledge the same.

Thanking you.

Yours faithfully,
For, Adani Green Energy Limited


Authorized Signatory
 (Rajesh Kumar Gupta)
 Mo: +91 90990-55681
 Email ID: Rajesh.Gupta@adani.com



(I have received the subject Bank Guarantee)

(Signature of authorized representative of
 M/s. POWERGRID BHUJ TRANSMISSION LTD)

(Name of authorized representative of
 M/s. POWERGRID BHUJ TRANSMISSION LTD)

Company Seal of M/s. PBTL

Adani Green Energy Limited
 "Adani Corporate House", Shantigram,
 Nr. Vaishno Devi Circle, S G Highway,
 Khodiyar,
 Ahmedabad - 382 421
 Gujarat, India
 CIN: L40106GJ2015PLC082007

Tel +91 79 2555 5555
 Fax +91 79 2555 5500
 investor.agel@adani.com
 www.adanigreenenergy.com

Registered Office: "Adani Corporate House", Shantigram, Nr. Vaishno Devi Circle,
 S G Highway, Khodiyar, Ahmedabad - 382 421, Gujarat, India



पावरग्रिड भुज ट्रांसमिशन लिमिटेड
(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

Ref:TBCB/Bhuj2/BG release/

Date: 15.02.2023

To,

As per Distribution

Sub: Request for release of BGs submitted by POWERGRID BHUJ TRANSMISSION LTD for establishment of 2x1500 MVA (765/400 kV), 4x500 MVA(400/220 kV) Bhuj-2 PS(GIS) and Reconfiguration of Bhuj PS-Lakadia PS 765 kV D/C line so as to establish Bhuj II PS-Lakadia PS 765 kV D/C line as well as Bhuj II PS -Bhuj PS 765 kV D/C line under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat".

Dear Sir,

Subject Transmission System has been executed by POWERGRID Bhuj Transmission Limited (PBTL) under "Transmission System for providing connectivity to RE Projects at Bhuj-II (2000 MW) in Gujarat" and is governed by Transmission Service Agreement (TSA) signed between SPV and the Long Term Transmission Customers (LTTCs).

In accordance of terms of the provisions of the Transmission Service Agreement (TSA) dated 23.04.2019, the following BGs were submitted:

BG Value	Validity of CPG	BG No.	Name of the issuing Bank	Address of Bank
11.78 Crs.	28-Feb-23	2451BGR0029820	ICICI BANK LIMITED	ICICI BANK LIMITED, Commercial Banking Branch, Unit no 2, Ground Floor, Solitaire Plaza, DLF Phaze III, MG Road Gurgaon
11.78 Crs.	28-Feb-23	2451BGR0029720	ICICI BANK LIMITED	ICICI BANK LIMITED, Commercial Banking Branch, Unit no 2, Ground Floor, Solitaire Plaza, DLF Phaze III, MG Road Gurgaon

Further it is to inform that all elements under subject transmission scheme has been charged and put into service with CODs 20.08.2022 and 16.11.2022. (Copy of letter notifying COD enclosed).

As per Clause 6.5.2 of the TSA , submitted BG are to be returned by LTTCs within three (03) months form the COD of the projects (relevant clause of TSA attached).

In this regard it is requested to release the above mentioned BGs submitted by PBTL.

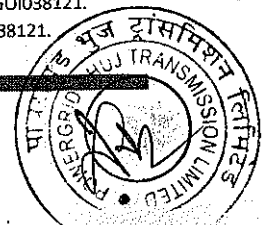
Thanking you,

Yours sincerely,

(BK Pradhan)
Project In-Charge, PBTL

Distribution list: Over Leaf

ऑफिस : प्लॉट नं.-16, रयान रेजिडेंसी, सेवन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcg.pbtl@gmail.com मो.नं.: 07226994838.
Office : Plot No.-16,Ryan Residency ,Seven Sky ring Road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcg.pbtl@gmail.com Mo. No.: 07226994838.
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष:0124-2571700-719.
Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.
पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष: 26560121, सीआईएन: L40101DL1989GOI038121.
Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121.
Website: www.powergridindia.com



पावरग्रिड भुज ट्रांसमिशन लिमिटेड
(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

Ref:TBCB/Bhuj2/BG release/

Date: 15.02.2023

Distribution List :

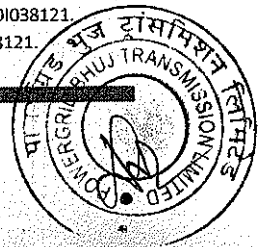
1. Adani Green Energy Ltd, Adani House, 4th Floor, South wing, Shantigram, S.G Highway, Ahmedabad-382421 (For BG no. 2451BGR0029820).
2. Netra Wind Pvt Ltd, 219-424, JMDMegapolis, Sector-48, Sohna Road, Gurugram-122002 (For BG no. 2451BGR0029720).

ऑफिस : प्लोट नं.-16, रयान रेजीडेंसी, सेवेन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcb.pbt@gmail.com मो.नं.: 07226994838.
Office : Plot No.-16, Ryan Residency, Seven Sky ring Road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcb.pbt@gmail.com Mo. No.: 07226994838.
केन्द्रीय कार्यालय: "सौदामिनी", प्लोट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.
Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.
पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष: 26560121, सीआईएन: L40101DL1989GOI038121
Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121
Website: www.powergridindia.com



पावरग्रिड भुज ट्रांसमिशन लिमिटेड
 (पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)
POWERGRID BHUJ TRANSMISSION LIMITED
 (A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

ऑफिस : प्लोट नं.-16, रयान रेजिडेंसी, सेवेन स्काई रिंग रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcb.pbtl@gmail.com मो.नं.: 07226994838.
 Office : Plot No.-16, Ryan Residency, Seven Sky ring Road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcb.pbtl@gmail.com Mo. No.: 07226994838.
 केन्द्रीय कार्यालय: "सौदामिनी", प्लोट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.
 Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.
 पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष : 26560121, सीआईएन : L40101DL1989GOI038121
 Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121.
 Website: www.powergridindia.com



Ref No: AGEL/5110/0104.

Date: - 17-Feb-2023

To,
The Branch Manager
ICICI BANK LIMITED.


Reg: Return of Original Bank Guarantees of M/s BHUJ II TRANSMISSION LTD.

Dear Sir,
With reference to above, we are hereby returning the following **Original Bank Guarantees** upon the completion of the obligation for which they were issued along with amendments as described in the table below.

Sr. No.	BG No.	Type of BG	BG Value	Issued on Behalf of
1	2451BGR0029820	CPBG	29,47,50,000.00	BHUJ II TRANSMISSION LTD
2	2451BGR0029820-1	CPBG	29,47,50,000.00	BHUJ II TRANSMISSION LTD
3	2451BGR0029820-2	CPBG	11,77,50,000.00	BHUJ II TRANSMISSION LTD
4	2451BGR0029820-3	CPBG	11,77,50,000.00	BHUJ II TRANSMISSION LTD
5	2451BGR0029820-4	CPBG	11,77,50,000.00	BHUJ II TRANSMISSION LTD
6	2451BGR0029820-5	CPBG	11,77,50,000.00	BHUJ II TRANSMISSION LTD
7	2451BGR0029820-6	CPBG	11,77,50,000.00	BHUJ II TRANSMISSION LTD

You are requested to kindly acknowledge the receipt for our record,

Thanks, and regards,
For, **ADANI GREEN ENERGY LTD.**

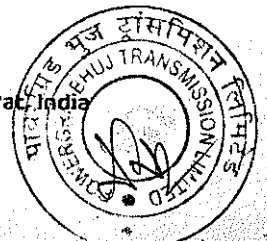

Tarun Mathur
Head - PMAG
CC To: M/s. BHUJ II TRANSMISSION LTD.

Adani Green Energy Ltd
Adani Corporate House, 4th Floor - South Wing,
Shantigram, S G Highway,
Ahmedabad 382 421, Gujarat, India
CIN: U40106GJ2015PLC082007

Tel +91 79 2555 8005
Fax +91 79 2555 7294
solar.bd@adani.com
www.adanigreenenergy.com

Page 1 of 1

Registered Office: Adani House, Nr Mithakhali Six Roads, Navrangpura, Ahmedabad 380 009, Gujarat, India



Ref: NETRA-SECI Tranche V-PBTL-C2023-022

Date: 23rd February, 2023

To,

Project Incharge
POWERGRID Bhuj Transmission System Limited (PBTL)
Power Grid Corporation of India
Saudamini, Plot No. 2,
Sector-29- Gurugram.

Subject: Return of CPBG (BG No.2451BGR0029720) of Rs.11,77,50,000/-, issued for establishment of Transmission System for "Transmission System for providing connectivity to RE Project at Bhuj-II (2000MW) in Gujarat" by POWERGRID BHUJ TRANSMISSION LIMITED (PBTL).

Ref. PBTL Letter bearing Ref. No. TBCB/BHUJ-2/BG release on dated 15-02-2023.

Dear Sir,

This has reference to Contract Performance Bank Guarantee (CPBG) for Rs.11,77,50,000.00 submitted against TSA signed between "M/s POWERGRID BHUJ TRANSMISSION Limited (PBTL)" & NETRA WIND PRIVATE LIMITED (NWPL)", please find details of BG below;

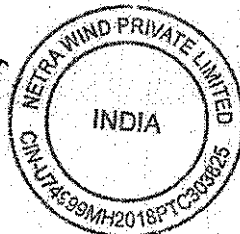
Sr. No.	BG No.	Amount (Rs.)	Revised Amount (Rs.)	Issue Date	Validity	Issuing Bank
1	2451BGR0029720	29,47,50,000.00	11,77,50,000.00	16-10-2019	28-02-2023	ICICI BANK

Referring to the Article 6.5.2 of the TSA, we are hereby releasing the above Contract Performance Bank Guarantee (CPBG) in original. It is requested to please accept and acknowledge the same.

Thanking you.

Yours Sincerely,
For, Netra Wind Private Limited


Authorized Signatory



NETRA WIND PRIVATE LIMITED

CIN No. U74999HR2018PTC088700

Regd. Office: 16th Floor, Building No. 5, Block-U, DLF Cyber City, Phase III, Gurugram - 122002, Haryana

Landline: +91 1246257800 Fax: +91 124 6257829

Website-www.alfanar.com, Email Id - ac@alfanar.com

Ref: NETRA-SECI Tranche V-ICICI-C2023-025

Date: 23rd February, 2023

To,

The Branch Manager,
ICICI Bank Limited

Sub: Return of CPBG No.2451BGR0029720 of M/s POWERGRID BHUJ TRANSMISSION LIMITED (PBTL)

Dear Sir,

With reference to above, we are hereby returning the following Original/copies of Bank Guarantees (CPBG) upon the completion of the obligation for which they were issued along with amendments described in the table below.

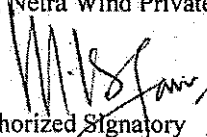
Sr. No.	BG No.	Type of BG	BG Value	Issued on behalf of	Original/Copy
1	2451BGR0029720	CPBG	29,47,50,000.00	PBTL	Copy
2	2451BGR0029720	CPBG	29,47,50,000.00	PBTL	Original
3	2451BGR0029720	CPBG	11,77,50,000.00	PBTL	Original
4	2451BGR0029720	CPBG	11,77,50,000.00	PBTL	Copy
5	2451BGR0029720	CPBG	11,77,50,000.00	PBTL	Original
6	2451BGR0029720	CPBG	11,77,50,000.00	PBTL	Copy
7	2451BGR0029720	CPBG	11,77,50,000.00	PBTL	Original

Kindly consider this as an acknowledgement of the receipt as original copy of BG's are unavailable with us.

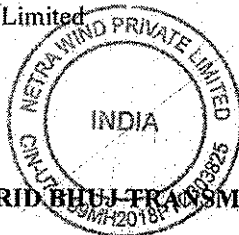
Thanking you.

Yours Sincerely,

For, Netra Wind Private Limited



Authorized Signatory



CC To: M/s POWERGRID BHUJ TRANSMISSION LIMITED (PBTL)

NETRA WIND PRIVATE LIMITED

CIN No. U74999HR2018PTC088700

Regd. Office: 16th Floor, Building No. 5, Block-C, DLF Cyber City, Phase III, Gurugram - 122002, Haryana

Landline: +91 1246257800 Fax: +91 124 6257829

Website: www.alfanar.com, Email Id - ac@alfanar.com

ANNEXURE - 7

Row 1

No.3/7/2015-Trans
Government of India
Ministry of Power
Shram Shakti Bhawan
Rafi Marg, New Delhi - 110001

Dated, 15th October, 2015

To

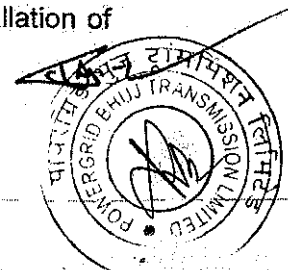
1. Chief Secretaries/Administrators of all the States/UTs
(As per list attached)
2. Chairperson, CEA, New Delhi with the request to disseminate the above guidelines to all the stakeholders.
3. CMD, PGCIL, Gurgaon.
4. CEO, POSOCO, New Delhi.
5. Secretary, CERC, New Delhi.
6. CMD of State Power Utilities/SEBs

Subject: Guidelines for payment of compensation towards damages in regard to Right of Way for transmission lines.

During the Power Ministers Conference held on April 9-10, 2015 at Guwahati with States/UTs, it has, *inter alia*, been decided to constitute a Committee under the chairmanship of Special Secretary, Ministry of Power to analyse the issues related to Right of Way for laying of transmission lines in the country and to suggest a uniform methodology for payment of compensation on this count. Subsequently, this Ministry had constituted a Committee with representatives from various State Governments and others. The Committee held several meetings to obtain the views of State Governments on the issue and submitted its Report along with the recommendations (copy of the Report is at Annex-1).

2. The Recommendations made by the Committee are hereby formulated in the form of following guidelines for determining the compensation towards "damages" as stipulated in section 67 and 68 of the Electricity Act, 2003 read with Section 10 and 16 of Indian Telegraph Act, 1885 which will be in addition to the compensation towards normal crop and tree damages. This amount will be payable only for transmission lines supported by a tower base of 66 KV and above, and not for sub-transmission and distribution lines below 66 KV:-

- (i) Compensation @ 85% of land value as determined by District Magistrate or any other authority based on Circle rate/ Guideline value/ Stamp Act rates for tower base area (between four legs) impacted severely due to installation of tower/pylon structure;



- (ii) Compensation towards diminution of land value in the width of Right of Way (RoW) Corridor due to laying of transmission line and imposing certain restriction would be decided by the States as per categorization/type of land in different places of States, subject to a maximum of 15% of land value as determined based on Circle rate/ Guideline value/ Stamp Act rates;
- (iii) In areas where land owner/owners have been offered/ accepted alternate mode of compensation by concerned corporation/ Municipality under Transfer Development Rights (TDR) policy of State, the licensee /Utility shall deposit compensation amount as per (i) & (ii) above with the concerned Corporation/ Municipality/ Local Body or the State Government.
- (iv) For this purpose, the width of RoW corridor shall not be more than that prescribed in the table at Annex-2 and shall not be less than the width directly below the conductors.

3. Necessary action may kindly be taken accordingly. These guidelines may not only facilitate an early resolution of RoW issues and also facilitate completion of the vital transmission lines through active support of State/ UT administration.

4. All the States/UTs etc. are requested to take suitable decision regarding adoption of the guidelines considering that acquisition of land is a State subject.

Yours faithfully,

Jyoti Arora
(Jyoti Arora)

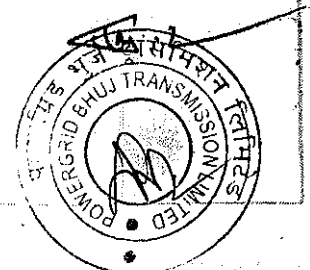
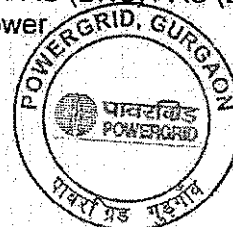
Joint Secretary (Trans.)

Tele: 011-2371 0389

Copy, along with enclosure, forwarded to the following:

1. Secretaries of Government of India (Infrastructure Ministries/Deptt including MoEF - As per attached list)
2. Prime Minister's Office (Kind Attn: Shri Nripendra Mishra, Principal Secretary to PM).
3. Technical Director, NIC, Ministry of Power with the request to host on the website of Ministry of Power.

Copy to PS to Hon'ble MoSP (IC) / Secretary (Power) / AS (BNS) / AS (BPP) / All Joint Secretaries/EA/ All Directors/DSSs, Ministry of Power



ANNEXURE - 8

Regarding compensation
for the falling of tree/crops during the
installation of transmission line/
transmission towers

Government of Gujarat
 Energy and Petrochemicals Department
 Resolution no: GET-11-2015-GOI-199-K

Sachivalaya, Gandhinagar

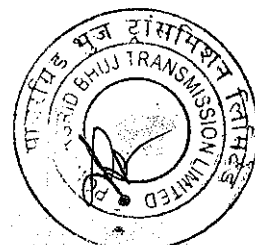
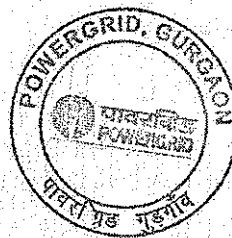
Date. 14 AUG 2017

Preface:

As per section-164 of Indian Energy Act, 2003 section-10(d) of Indian Telegraph Act, 1885 and as per resolution of Government of Gujarat dated 29.05.2004 being resolution no. GHU-2004-GEB-1104-2964-k and which was declared by Gujarat Energy Transmission Corporation Limited (GETCO) and it has been declared as state transmission utility, for the purpose of energy supply in the state the rights have been vested in GETCO for the installation of transmission towers and line.

As per provisions of section-67 and section-68 of Energy Act-2003 alongwith section-10 and section-16 of Indian Telegraph Act, 1885 the "damages" occurred to the affected persons (farmers/landlords) for the damages to their land-crop-trees they have to be reimbursed for it.

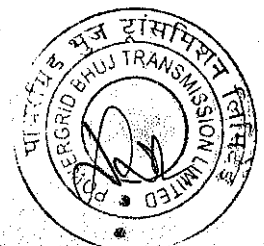
Moreover, state transmission utility, central transmission utility, other private transmission companies and transmission licensees for the purpose of installation of new transmission lines and the maintenance of the present transmission line and its repair work is to be done. Moreover, with the help of transmission utilities even the installation work of transmission tower is also done. During the said period, the damages done to the farmers/landlords for their crop-trees have to be reimbursed as per the provisions of Energy act, 2003.



But, in certain cases, it has come to the notice of Central Government as well as Government of Gujarat that, during the period of paying compensation and reimbursement to farmers and landlords during the time of installation of transmission lines and even during the maintenance or repair work of present transmission lines, they have objected many a times. Even, they feel that they the compensation which they have been paid is less and hence, they make representations by farmers/landlords for enhancement of the compensation. For the purpose of enhancement of compensation, even the farmers/landlords have filed petition before the Honorable High Court of Gujarat. The same results in disturbance of supply of proper energy even for the process of network disturbance has been occurred, hence it creates problem in supply of energy to the people at large.

Moreover, one Special Civil Application preferred in High Court of Gujarat being no. SCA/18334/2011 vide its order dated 29.8.2013 various guidelines have been prepared which has been informed to Energy and Petrochemicals Department and the damages, compensation to be paid for loss of crop during the installation of transmission lines and the report of which was called for by the Honorable High Court of Gujarat. The Central Government Energy Ministry has also prepared guidelines to be followed during the installation of transmission lines and the compensation to be paid to farmers/landlords for the loss of their crops-trees, etc. and the subject of land allotment rests in the hands of State Government and hence, the State Government has been informed to issue guidelines in that regard and for which letter has been sent on date 15.10.2015. The committee formed at State Government for the suggestions had taken place on date 3.2.2017 and during which the compensation to be paid has been discussed in detail by the below mentioned members:-

- (1) Additional Chief Secretary, Energy and Petrochemicals Department
- (2) Managing Director, Gujarat Energy Development Corporation Limited
- (3) Managing Director, Gujarat Energy Transmission Corporation Limited
- (4) Agriculture Director, Gandhinagar
- (5) Secretary (Land reforms), Revenue department



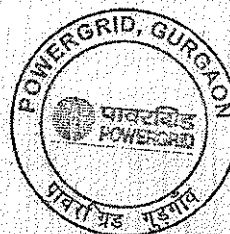
The said committee after going through the suggestions and discussing on the main points have come to the conclusion which is stated herein below.

Order:

After going through and discussion, it has been held that, as per Gujarat Energy Transmission Corporation Limited (State transmission utility), Central Transmission Utility, other private transmission companies and transmission licensees, Energy Act, 2003 and as per the provisions of section-67 and section-68 of Indian Telegraph Act, 1885 during the time of installation of new transmission line looking to section-67 and section-68 of Electricity Act, 2003 and as per provisions of section-10 and section-16 of Indian Telegraph Act, 1885 the "Damages" incurred by the persons (farmers/landlords) the value of their land and the damages done to crops-trees the damages shall be reimbursed as per stated below-

(1) For the purpose of installation of transmission tower, the area covering the tower (the centre portion of the tower) which is 85% the damages for such area shall be paid and the calculation for such compensation shall be properly done and the valuation of the said land shall be done, whenever necessary the jantri prices of the government at the relevant time (agricultural/non agricultural) shall be calculated the compensation shall be calculated and paid.

(2) With regards to RoW Corridor (Right of Way Corridor) (transmission line breadth) the damages incurred for the value of land and with regards to it, RoW Corridor the land falling in the area of landlord its width and breadth shall be calculated, the charges for damages of the land shall be paid, the damages shall be 7.5% of the value of the land. During the calculation of the said damages, for the valuation of the said value, whenever necessary at the relevant time and place, governments notification, online jantri shall be calculated, the final calculation shall be done. Moreover, the below mentioned Swinging breadth of RoW Corridor shall be taken into consideration.

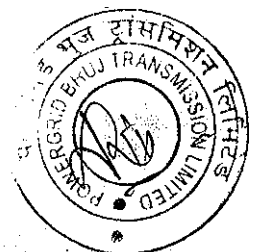
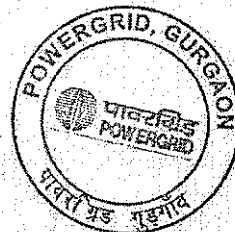


No.	Transmission Voltage	Width of Right of Way Corridor
1	66 KV	18 Mtrs
2	132 KV	27 Mtrs
3	200 KV	35 Mtrs
4	400 KV S/C	46 Mtrs
5	400 KV D/C	46 Mtrs
6	+/- 500 KV D/C	52 Mtrs
7	65 KV S/C (with delta configuration)	67 Mtrs
8	765 KV D/C	67 Mtrs
9	+/- KV HVDC	69 Mtrs
10	1200 KV	89 Mtrs

(3) The compensation rates for the damages to the crops/trees shall be calculated by the Agriculture Produce Market Committee (APMC) and the valuation price of the crops/trees shall have been certified and verified by Sarpanch/Talati/Mamlatdar or concerned revenue officer.

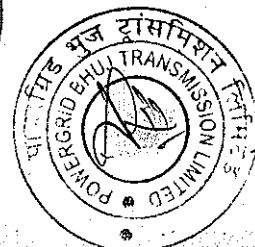
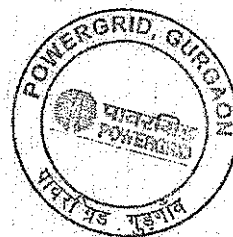
(4) The 'damages' to the landlord shall be calculated as per the terms stated herein below.

- 40% amount after the completion of the foundation of the transmission tower
- 40% amount after the erection of the transmission tower
- 20% amount after the conductor stringing of the transmission lines



2. The implementation of the said provisions of the resolution shall be as per the terms and conditions stated herein below.

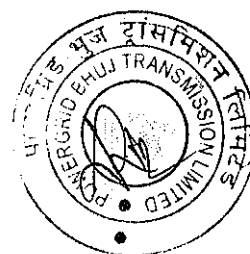
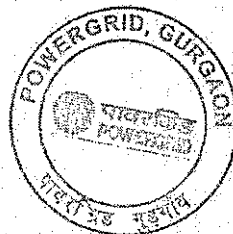
- i. The damages/compensation done to the crops/trees shall be paid by the transmission licensee at that time, the written agreement shall have to be taken from farmer/landlord/concerned person as per the format specified in Schedule-A of the resolution.
- ii. The provisions of the said notification shall be implemented on installation of new 66 K.V. and more power generating transmission lines and the tenders of whom shall have been introduced after the said notification has been implemented. Moreover, for the purpose of maintenance and repairing of present transmission line the provisions of the said notification shall not be implemented but as per Energy Act, 2003 the compensation to the crops-trees shall be paid from it.
- iii. The transmission lines having power of 66 K.V. and more than that and the work of which is going on, the 'damages' for the same shall be paid as per the provisions of the Energy Act, 2003. That means, the work which are already in progress for them the present provisions of the notification shall not be implemented.
- iv. For the calculation of compensation of the damages to the land, if any online jantri price is not available for any particular place or area then in that case, the valuation of the said land shall have been certified and verified by the concerned revenue officer.
- v. The possession of the landholder shall be taken into consideration as per the 7/12 extract. If in any circumstances, in the 7/12 extract there are more than 1 person entry then the remaining landholder shall pay the compensation to any one of the landholder and the consent for which shall have been given as per the format specified in Schedule-A of the notification.
- vi. If in any circumstances after the said notification has been published and the landlord is changed then the compensation which has been given as per 7/12 extract the name of the landlord shall not be changed and even the new landlord is not entitled for any 'compensation'.



- vii. If the transmission line passes through any government waste land or barren land or from any government/local institution land, then all the transmission companies/transmission licensees, during the installation of transmission towers, the said land (the place in between the four poles of the tower) as per provisions of section-10(4) of Gujarat Water and Gas Pipelines (the right of land holder) Act, 2000 the 10% amount of the value of the land shall be deposited in the government treasury as per the government rates.
- viii. If the transmission line is passing through any government waste land or barren land or any government/local institutions' land, then in that case, the landlord/possession holder shall not be entitled for any amount of compensation.
- ix. In any circumstances, landlord/farmer shall be entitled for the amount of compensation only once for the loss of trees/crops damaged.
3. In state, Gujarat Energy Transmission Corporation Limited (State transmission utility) or Central transmission utility or other public transmission companies or transmission licensees the compensation to be paid the amount so calculated shall be paid from the savings of the said organization and for that there shall not be any monetary help/aid given by the state government.
4. As per the above resolution, all the transmission licensees, as per provisions of Energy Act, 2003 and Indian Telegraph Act, 1885 shall pay as per the regular amendments in the provisions.
5. The said notification shall be implemented from the date of its publication.
6. The said notification has been implemented as per note dated 28.07.2017 of the Finance department.

By the order of Governor of Gujarat.

Signature
(K.H.Chorera)
Special officer on duty
Energy and Petrochemicals Department



ANNEXURE - 9 (Colly)

Office of Deputy Collector and Sub Divisional Magistrate,
Nakhtrana-Kutch

Phone:-(s) 02835-222122 E-mail: prantnakhatrana@gmail.com

No. Jaman/ Powergrid Case No. 132021

Dt.

15/06/2021

Reg.AD

Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayanagar,
Kodki Road,
Bhuj-Kutch.

..applicant

Against

- | | | |
|--|---|---|
| (1) Mansukhlal Gopal Dayani Patel
Patel Haresh Kumar Mansukhlal Dayani
Res.Dhavda Mota Taluk.Nakhtrana | } | Village :- Dhavda Mota S.No.566 |
| (2) Shankarlal Gopalbhai Patel,
Res. Dhavda Mota, Ta.Nakhtrana | | Village :- Dhavda Mota S.No.562,561 and 561 |
| (3) Patel Chunilal Naranbhai Parsiya
Res. Dhavda Mota, Ta.Nakhtrana | | Village :- Dhavda Mota S.No.555 |
| (4) Velji Lakhamshi Valani Patel
Himatlal Velji Valani Patel
Jethalalvelji Valani Patel
Hasmukh Velji Valani Patel
Bharat Velji Valani Patel
All Res. Dhavda Mota, Ta.Nakhtrana | | Village :- Dhavda Mota S.No.359 |
| (5) Manji Shivji Patel,
Res. Dhavda Mota, Ta.Nakhtrana | | Village :- Dhavda Mota S.No.354 |
| (6) Javerilal Rabat Keshrani,,
Res. Nana Nakhtrana, Ta.Nakhtrana | | Village :- Dhavda MotaS.No.62,63 and 60/2 |
| (7) Patel Pankajkumar Tulshidas,
Res. Nana Nakhtrana, Ta.Nakhtrana | | Village :- Dhavda MotaS.No.61/Paiki 2, |
| (8) Prakashkumar Kantilal Keshrani
Res. Nana Nakhtrana, Ta.Nakhtrana | | Village :- Dhavda MotaS.No.61/ Paiki 1 |
| (9) Tulshidas Khimji Keshrani
Res Nana Nakhtrana, Ta.Nakhtrana | | Village :- Dhavda MotaS.No.141/Paiki 38 |

Deputy
Collector
Nakhtran -
Kutch

Opponent...

Subject :-

In the matter of granting approval for laying of power line as per Indian Telegraph Act 1885 and Indian Electricity Act 1910, obstructed by the farmers of Mota Dhavda and Nana Nakhtrana village of Nakhtrana taluka while installing 765 KV Bhuj to Bhuj transmission power line.

Reference:

1. Section-16(1) of Indian Telegraph Act 1885



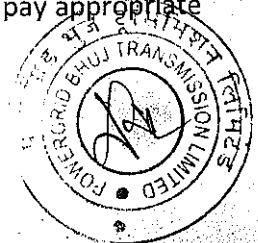
2. Guide line issued by Ministry of Power, Government of India dated 03/07/2015 - 15/10/2015
3. Government of Gujarat Department of Energy and Petrochemicals, Gandhinagar Resolution No.: GET-11-2015-GOE-199-K Dated 14/08/2017
4. Collector of Bhuj-Kutch Order No. Meji/ Powergrid /Case/Rights/10/2020 Dated 13/10/2020
5. Letter No. II/PBTL/TLC/ COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.
6. Application No: WR-11/PBTL/TLC/COMPENSATION/838 dated 11/05/2021 of Powergrid Bhuj Transmission Ltd.

Introduction:-

Briefly, the facts of this case work are that, according to the submission made by the petitioner of this work from reading – (6), the above subject has requested to determine the compensation value for passing the power line after listening to the land owner of Dhavda Mota and Nana Nakhtrana village. The District Magistrate Saheb Bhuj-Kutch has been vested with the powers to try power line cases and the power to fix land prices by the order referred to (4). As per the petitioner's reference (6), the work of establishing 765 KVDC Bhuj-Lakdia-Bhuj transmission has been taken up.

Regarding the above proposal, the resolution dated 14/08/2017 of the Department of Energy and Petrochemicals of the Govt. has been verified in detail and how much compensation can be paid to the above-mentioned stakeholders, according to the PowerGrid guidelines of the Government of India mentioned in reference (2) and the Government of Gujarat's Energy and the Petrochemical Department Gandhinagar reference (3) It is stated that is bound to pay the compensation as per the provisions of the said. A hearing was held here on 27/04/2021 in which oral and written representations were made by the farmers. According to which the land through which the proposed power line is to pass is fertile and horticultural land. Due to heavy power lines, there is a risk of death to the laborers while working in the fields. Agriculture is the only means of livelihood. Lay power lines on other routes shown to the company by the villagers. If there is a determination to lay power lines on this fertile and horticultural land, the farmers have submitted that there is no other solution except collective self-destruction. When the company stated that they are obliged to pay the compensation according to the provisions of the said reference (2) and (3). Accordingly, the power line cannot be changed to another route due to technical reasons. The applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the power line has to be built according to its determined route and mechanically so as not to harm anyone. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10(d). For the loss of standing crops during the construction of the power line, the power company has to get the local standing crop Panchnama and pay appropriate

Deputy
Collector
Nakhtran -
Kutch



compensation. (3) The District Magistrate concerned shall compensate the farmers for the loss of their land by 85% of the jantri value per square meter of that land for the tower badge area (between the four bases) and It is advised that the payment of compensation has to be decided accordingly 7.5% of the jantri value for the rest of the ROW corridor. The petitioner company has sought an order regarding the compensation of land loss as per the provisions laid down by the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate of Kutch-Bhuj order No. Maji/Pol/Vijrekha/PalanpurBadi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

Deputy
Collector
Nakhtran -
Kutch

As per para-1 of the resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by taking the prevailing online jantri rates of the Government of the time and place as a criterion, wherever necessary, for the assessment of the value of the land. Online jantri prices are as of 2011, in the current situation it seems appropriate to increase the prices to provide affordable compensation to the farmers. At present, among the disputed land of the village, the highest jantri rate is Rs.35. In view of the fact that the farmers will get proper compensation and power lines can also be established for power supply, the farmers involved in this case will also be given Rs.900/- (nine hundred) per square meter of cut land and Rs.950/- per square meter of irrigated land (Nine hundred and fifty) times to the concerned land owner/farmers 85 percent of the land value of tower dependent area (the part between the four bases of the tower) due to the installation of transmission tower/structure and ROW CORRIDOR (width of transmission lines) According Reference (3) to the provisions 7.5 percent of the land is to be paid as compensation. Earlier Powergrid Company has paid 15 percent compensation of the fixed amount for reduction of land value due to ROW CORRIDOR (width of transmission line lines) in other villages of Kutch district.

Powergrid's letter under reference (5) shows their agreement to pay 15 percent compensation. As the same route is applicable in the cases presented, payment is required accordingly.

Whereas, as per the provision of section-10 and 16 of the Indian Telegraph Act-1885 and the resolution dated 14/08/2017, the concerned mamaltdar has to determine the compensation for the loss of standing crops and trees in the work of the transmission line. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

This, in view of the above 2 views and working papers, it is hereby decreed that the amount received from reference (4) under section-16(1) of the Indian Telegraph Act-1885 by reference-(4) is as follows.



::Order::

Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (5) to pay total compensation of 15 percent to **Dhavda Mota and Nana Nakhtrana** village of Nakhtrana Taluka and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land, as well as compensation for loss of standing crops at such rate as may be fixed by the concerned Mamlatdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdia-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, as per the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.

In addition, the said compensation should be paid only to the farmer owner, the applicant company has to ensure that the compensation is paid after obtaining sufficient proof of possession from the Mamlatdar of Nakhtrana, whose land is not included in the map.

Communication of the order to the parties.

Today, Jun 15, 2021, the order was issued with my signature and the seal of the court.

Deputy
Collector
Nakhtran -
Kutch

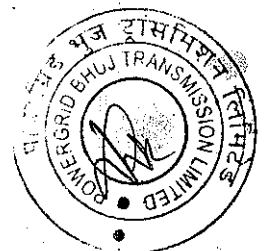
(Dr. Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

Notification of copy dispatch and enforcement:-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
- 2., Towards Mamlatdar of Nakhtrana, Mamlatdar office,....
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
2/- To take necessary action to maintain law and order situation during the operation of the power line.
4. Deputy General Manager of
Powergrid Bhuj Transmission Ltd.
Plot No.1PO, Swaminarayanagar,
Kodki Road, Bhuj, Ta.Bhuj-Kutch
2/- It is better to take necessary action in coordination with the police and revenue department during the operation of the power lin.
5. To the concerned farmers...
6. Talati Mantri, Kotda Jadodar, Jadodar Gram Panchayat, Taluk Khatrana-Kutch.

Copy courtesy mail:-

District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch



Dr.Mehulkumar Barasara(G.A.S) Sub Divisional Magistrate - Nakhtrana Court

No.Jaman/power line 12/02/2021

Dt: 03/05/2021

Reg.AD
Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayanagar,
Kodki Road,
Bhuj-Kutch.

..applicant

Against

- | | |
|---|---|
| (1) Lalji Devji Patel Etc-19
Res.Kotda Jadodar Ta.Nakhtrana | } Village :- Kotda Jadodar S.No.347 |
| (2) Dhanji Premji Bathani Patel Etc-3
Res.Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No.365 |
| (3) Chandrikaben bharkumar premji bhagat
Res.Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No.357 |
| (4) Pachan lagha bathani
Res.Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No.399/Paiki-1 |
| (5) Patel khimji lakhmshi linbani Etc-3
Res. Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No.399/ Paiki-2 |
| (6) Suresh Premji Patel
Res. Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No.399/Paiki-2/1 |
| (7) Ravji Velji Mukhi Patel Etc-2
Res. Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No.401/Paiki-1 |
| (8) Harilal Velji Mukhi Patel Etc-2
Res. Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No. 401/Paiki-1/ Paiki-1 |
| (9) Samji parbat patel Etc-3
Res. Kotda Jadodr, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No. 401/Paiki-2 |
| (10) Patel Kanji Manji Chhabhaiya Etc-6
Res. Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No. 401/Paiki-3 |
| (11) Patel Sureshkumar Karmashi Etc-2
Res. Kotda Jadodar, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No. 401/Paiki-4 |
| (12) Hiralal Samji Patel
Res. Kotda Jadodr, Ta.Nakhtrana | } Village :- Kotda Jadodar S.No. 401/Paiki-1 |

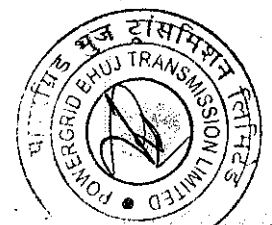
Opponent...

Subject :-

In the matter of granting approval for laying of power line as per Indian Telegraph Act 1885 and Indian Electricity Act 1910, obstructed by the farmers of Kota Jadodar village of Nakhtrana taluka while installing 765 KV Bhuj to Bhuj transmission power line.

Reference:

1. Section-16(1) of Indian Telegraph Act 1885
2. Guide line issued by Ministry of Power, Government of India dated 03/07/2015 - 15/10/2015
3. Government of Gujarat Department of Energy and Petrochemicals, Gandhinagar Resolution No.:



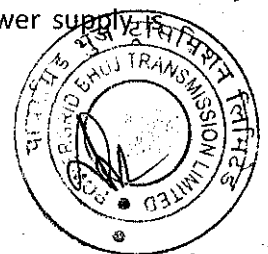
GET-11-2015-GOE-199-K Dated 14/08/2017

4. Collector of Bhuj-Kutch Order No. Meji/ Powergrid /Case/Rights/10/2020 Dated 13/10/2020
5. Letter No. II/PBTL/TLC/ COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.
6. Application No: WR-11/PBTL/TLC/662 dated 09/03/2021 of Powergrid Bhuj Transmission Ltd.

Introduction:-

Briefly, the facts of this case work are that, as per the submission made by the petitioner of this work from reading – (6), the land owners of Jadodar and Kotda Jadodar villages have repeatedly obstructed the operation of the transmission line and also allowed the survey work to be carried out for about 1 year. not Therefore, it has been asked to listen to the listed farmers under Section-16(1) of the Indian Telegraph Act, 1885 and take necessary action to remove the obstruction. District Magistrate of Bhuj-Kutch has been entrusted with the power to try power line cases by the order referred to (4). As per the petitioner's submission under reference (6), the work of establishing 765 KVDC Bhuj-Lakdia-Bhuj transmission has been undertaken. The petitioner of the work has proposed to fix the price of the land for compensation by making a representation that the work of surveying of the power line is being obstructed by the farmers of **Kotda, Jadodar** village of Nakhtrana Taluka coming in this line route.

Regarding the above proposal, the resolution dated 14/08/2017 of the Department of Energy and Petrochemicals of the Govt. has been verified in detail and how much compensation can be paid to the above-mentioned stakeholders, according to the PowerGrid guidelines of the Government of India mentioned in reference (2) and the Government of Gujarat's Energy and the Petrochemical Department Gandhinagar reference (3) It is stated that is bound to pay the compensation as per the provisions of the said. A hearing was held here on 28/04/2021 in which oral and written representations were made by the farmers. According to which the land through which the proposed power line is to pass is fertile and horticultural land. Due to heavy power lines, there is a risk of death to the laborers while working in the fields. Agriculture is the only means of livelihood. Lay power lines on other routes shown to the company by the villagers. If there is a determination to lay power lines on this fertile and horticultural land, the farmers have submitted that there is no other solution except collective self-destruction. When the company stated that they are obliged to pay the compensation according to the provisions of the said reference (2) and (3). Accordingly, the power line cannot be changed to another route due to technical reasons. The applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the power line has to be built according to its determined route and mechanically so as not to harm anyone. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is

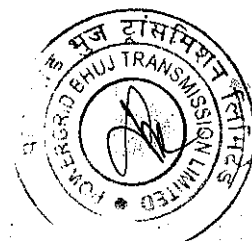


regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10(d). For the loss of standing crops during the construction of the power line, the power company has to get the local standing crop Panchnama and pay appropriate compensation. (3) The District Magistrate concerned shall compensate the farmers for the loss of their land by 85% of the jantri value per square meter of that land for the tower badge area (between the four bases) and It is advised that the payment of compensation has to be decided accordingly 7.5% of the jantri value for the rest of the ROW corridor. The petitioner company has sought an order regarding the compensation of land loss as per the provisions laid down by the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate of Kutch-Bhuj order No. Maji/Pol/Vijrekha/PalanpurBadi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

As per para-1 of the resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by taking the prevailing online jantri rates of the Government of the time and place as a criterion, wherever necessary, for the assessment of the value of the land. Online jantri prices are as of 2011, in the current situation it seems appropriate to increase the prices to provide affordable compensation to the farmers. At present, among the disputed land of the village, the highest jantri rate is Rs.63. In view of the fact that the farmers will get proper compensation and power lines can also be established for power supply, the farmers involved in this case will also be given Rs.900/- (nine hundred) per square meter of cut land and Rs.950/- per square meter of irrigated land (Nine hundred and fifty) times to the concerned land owner/farmers 85 percent of the land value of tower dependent area (the part between the four bases of the tower) due to the installation of transmission tower/structure and ROW CORRIDOR (width of transmission lines) According Reference (3) to the provisions 7.5 percent of the land is to be paid as compensation. Earlier Powergrid Company has paid 15 percent compensation of the fixed amount for reduction of land value due to ROW CORRIDOR (width of transmission line lines) in other villages of Kutch district.

Powergrid's letter under reference (5) shows their agreement to pay 15 percent compensation. As the same route is applicable in the cases presented, payment is required accordingly.

Whereas, as per the provision of section-10 and 16 of the Indian Telegraph Act-1885 and the resolution dated 14/08/2017, the concerned mamaltdar has to determine the compensation for the loss of standing crops and trees in the work of the transmission line.



The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

This, in view of the above 2 views and working papers, it is hereby decreed that the amount received from reference (4) under section-16(1) of the Indian Telegraph Act-1885 by reference-(4) is as follows.

::Order::

Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (5) to pay total compensation of 15 percent to **Kota Jadodar and Jadodar** village of Nakhtrana Taluk and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land, as well as compensation for loss of standing crops at such rate as may be fixed by the concerned Mamlatdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdia-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, as per the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.

In addition, the said compensation should be paid only to the farmer owner, the applicant company has to ensure that the compensation is paid after obtaining sufficient proof of possession from the Mamlatdar of Nakhtrana, whose land is not included in the map.

Communication of the order to the parties.

Today, May 03, 2021, the order was issued with my signature and the seal of the court.

(Dr. Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

Notification of copy dispatch and enforcement:-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
- 2., Towards Mamlatdar of Nakhtrana, Mamlatdar office,....
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
2/- To take necessary action to maintain law and order situation during the operation of the power line.
4. Deputy General Manager of
Powergrid Bhuj Transmission Ltd.
Plot No.1P0, Swaminarayanagar,
Kodki Road, Bhuj, Ta.Bhuj-Kutch
2/- It is better to take necessary action in coordination with the police and revenue



department during the operation of the power lin.

5. To the concerned farmers...

6. Talati Mantri, Kotda Jadodar, Jadodar Gram Panchayat, Taluk Khatrana-Kutch.

Copy courtesy mail:-

District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch



Dr.Mehulkumar Barasara(G.A.S) Sub Divisional Magistrate - Nakhtrana Court

No.Jaman/power line 12/04/2021

Dt: 03/05/2021

Reg.AD

Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayananagar,
Kodki Road,
Bhuj-Kutch.

..applicant

Against

- | | | |
|--|---|--|
| (1) Parrbat Manji Bhagat Etc-02
Res.Kotda Jadodar Taluk.Nakhtrana | } | Village :- Kotda Jadodar S.No.341/ Paiki 1 |
| (2) Vishram Bhimji Kanji Patel
Res.Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No. 341/ Paiki 2 |
| (3) Lalji Devji Patel etc.-19
Res.Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No.347 |
| (4) Naran Nanji Patel etc-2
Res.Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No.350/1/Paiki 1 |
| (5) Naran Nanji Patel etc
Res. Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No.350/ Paiki 3 |
| (6) Gangdas Ratansi Patel,
Res. Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No.350/1/Paiki 2 |
| (7) Premji Kanji Bhagat,
Res. Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No.352/1/Paiki 1,
S.No.352/1/Paiki 2 |
| (8) Champaben Jentilal Nayani etc.-3
Res. Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No.352 /1/ Paiki 4 |
| (9) Jayaben Premji Bhagat etc-2
Res. Kotda Jadodr, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No.352/1/Paiki 5 |
| (10)Vishram Shivji Patel etc-3
Res. Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No. 390/Paiki 1 |
| (11)Parshotam Naran Limbani etc-2
Res. Kotda Jadodar, Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No. 390/Paiki 2 |

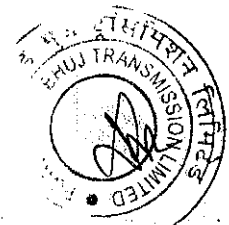
Opponent...

Subject :-

In the matter of granting approval for laying of power line as per Indian Telegraph Act 1885 and Indian Electricity Act 1910, obstructed by the farmers of Kota Jadodar village of Nakhtrana taluka while installing 765 KV Bhuj to Bhuj transmission power line.

Reference:

1. Section-16(1) of Indian Telegraph Act 1885
2. Guide line issued by Ministry of Power, Government of India dated 03/07/2015 - 15/10/2015
3. Government of Gujarat Department of Energy and Petrochemicals, Gandhinagar Resolution No.: GET-11-2015-GOE-199-K Dated 14/08/2017

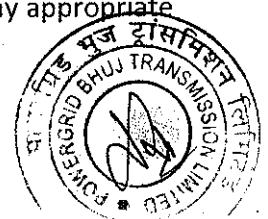


4. Collector of Bhuj-Kutch Order No. Meji/ Powergrid /Case/Rights/10/2020 Dated 13/10/2020
5. Letter No. II/PBTL/TLC/ COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.
6. Application No: WR-11/PBTL/TLC/662 dated 09/03/2021 of Powergrid Bhuj Transmission Ltd.

Introduction:-

Briefly, the facts of this case work are that, as per the submission made by the petitioner of this work from reading – (6), the land owners of Jadodar and Kotda Jadodar villages have repeatedly obstructed the operation of the transmission line and also allowed the survey work to be carried out for about 1 year. not Therefore, it has been asked to listen to the listed farmers under Section-16(1) of the Indian Telegraph Act, 1885 and take necessary action to remove the obstruction. District Magistrate of Bhuj-Kutch has been entrusted with the power to try power line cases by the order referred to (4). As per the petitioner's submission under reference (6), the work of establishing 765 KVDC Bhuj-Lakdia-Bhuj transmission has been undertaken. The petitioner of the work has proposed to fix the price of the land for compensation by making a representation that the work of surveying of the power line is being obstructed by the farmers of Kota, Jadodar village of Nakhtraṇa Taluka coming in this line route.

Regarding the above proposal, the resolution dated 14/08/2017 of the Department of Energy and Petrochemicals of the Govt. has been verified in detail and how much compensation can be paid to the above-mentioned stakeholders, according to the PowerGrid guidelines of the Government of India mentioned in reference (2) and the Government of Gujarat's Energy and the Petrochemical Department Gandhinagar reference (3) It is stated that is bound to pay the compensation as per the provisions of the said. A hearing was held here on 23/04/2021 in which oral and written representations were made by the farmers. According to which the land through which the proposed power line is to pass is fertile and horticultural land. Due to heavy power lines, there is a risk of death to the laborers while working in the fields. Agriculture is the only means of livelihood. Lay power lines on other routes shown to the company by the villagers. If there is a determination to lay power lines on this fertile and horticultural land, the farmers have submitted that there is no other solution except collective self-destruction. When the company stated that they are obliged to pay the compensation according to the provisions of the said reference (2) and (3). Accordingly, the power line cannot be changed to another route due to technical reasons. The applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the power line has to be built according to its determined route and mechanically so as not to harm anyone. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10(d). For the loss of standing crops during the construction of the power line, the power company has to get the local standing crop Panchnama and pay appropriate



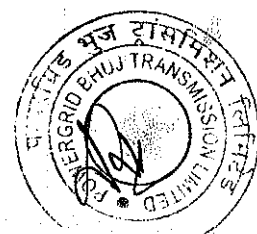
compensation. (3) The District Magistrate concerned shall compensate the farmers for the loss of their land by 85% of the jantri value per square meter of that land for the tower badge area (between the four bases) and It is advised that the payment of compensation has to be decided accordingly 7.5% of the jantri value for the rest of the ROW corridor. The petitioner company has sought an order regarding the compensation of land loss as per the provisions laid down by the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate of Kutch-Bhuj order No. Maji/Pol/Vijrekha/PalanpurBadi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

As per para-1 of the resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by taking the prevailing online jantri rates of the Government of the time and place as a criterion, wherever necessary, for the assessment of the value of the land. Online jantri prices are as of 2011, in the current situation it seems appropriate to increase the prices to provide affordable compensation to the farmers. At present, among the disputed land of the village, the highest jantri rate is Rs.63. In view of the fact that the farmers will get proper compensation and power lines can also be established for power supply, the farmers involved in this case will also be given Rs.900/- (nine hundred) per square meter of cut land and Rs.950/- per square meter of irrigated land (Nine hundred and fifty) times to the concerned land owner/farmers 85 percent of the land value of tower dependent area (the part between the four bases of the tower) due to the installation of transmission tower/structure and ROW CORRIDOR (width of transmission lines) According Reference (3) to the provisions 7.5 percent of the land is to be paid as compensation. Earlier Powergrid Company has paid 15 percent compensation of the fixed amount for reduction of land value due to ROW CORRIDOR (width of transmission line lines) in other villages of Kutch district.

Powergrid's letter under reference (5) shows their agreement to pay 15 percent compensation. As the same route is applicable in the cases presented, payment is required accordingly.

Whereas, as per the provision of section-10 and 16 of the Indian Telegraph Act-1885 and the resolution dated 14/08/2017, the concerned mamaltdar has to determine the compensation for the loss of standing crops and trees in the work of the transmission line. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

This, in view of the above 2 views and working papers, it is hereby decreed that the amount received from reference (4) under section-16(1) of the Indian Telegraph Act-1885 by reference-(4) is as follows.



::Order::

Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (5) to pay total compensation of 15 percent to Kota Jadodar and Jadodar village of Nakhtrana Taluka and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land, as well as compensation for loss of standing crops at such rate as may be fixed by the concerned Mamlatdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdia-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, as per the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.

In addition, the said compensation should be paid only to the farmer owner, the applicant company has to ensure that the compensation is paid after obtaining sufficient proof of possession from the Mamlatdar of Nakhtrana, whose land is not included in the map.

Communication of the order to the parties.

Today, May 03, 2021, the order was issued with my signature and the seal of the court.

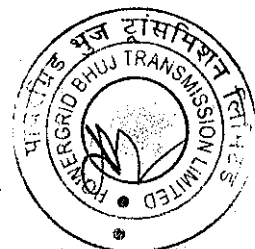
(Dr. Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

Notification of copy dispatch and enforcement:-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
2. Towards Mamlatdar of Nakhtrana, Mamlatdar office,....
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
2/- To take necessary action to maintain law and order situation during the operation of the power line.
4. Deputy General Manager of
Powergrid Bhuj Transmission Ltd.
Plot No.1PO, Swaminarayanagar,
Kodki Road, Bhuj, Ta.Bhuj-Kutch
2/- It is better to take necessary action in coordination with the police and revenue department during the operation of the power lin.
5. To the concerned farmers...
6. Talati Mantri, Kotda Jadodar, Jadodar Gram Panchayat, Taluk Khatrana-Kutch.

Copy courtesy mail:-

District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch



Dr.Mehulkumar Barasara(G.A.S) Sub Divisional Magistrate - Nakhtrana Court

No.Jaman/power line 12/2021

Dt: 03/05/2021

Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayanagar,
Kodki Road,
Bhuj-Kutch.

..applicant

Against

- | | | |
|--|---|---|
| (1) Patel Shantilal Mukhi vs. Etc-7
Res.Kotda Jadodar Taluk.Nakhtrana | } | Village :- Kotda Jadodar S.No.411/Paiki 2 |
| (2) Mawji Bhanji Mukhi Patel
Res.Kotda Jadodar, Taluka.Nakhtrana | | Village :- Kotda Jadodar S.No.411/Paiki 3 |
| (3) Dia Shivdas Pokar Patel
Res.Kotda Jadodar, Taluka.Nakhtrana | | Village :- Kotda Jadodar S.No.255/Paiki 1 |
| (4) Kantilal Shivdas Pokar Patel
Res.Kotda Jadodar, Taluka.Nakhtrana | | Village :- Kotda Jadodar S.No.255/Paiki 2 |
| (5) Ratanbai Kanji Patel vs. Etc-6
Res. Kotda Jadodar, Taluka.Nakhtrana | | Village :- Kotda Jadodar S.No.249/ 1 |
| (6) Dev Vishram Patel vs. Etc-6
Res.Jadodar, Taluka.Nakhtrana | | Village :- Kotda Jadodar S.No.238 |
| (7) Mavji Murji Patel
Res.Jadodar, Taluka.Nakhtrana | | Village :- Kotda Jadodar S.No.523 |
| (8) Jadeja Surendrasingh Mansingh vs. Etc-2
Res.Jadodar, Taluka.Nakhtrana | | Village :- Kotda Jadodar S.No.545 |
| (9) Kantaben Ratansi Patel vs. Etc-4
Res. Jadodr, Taluka.Nakhtrana | | Village :- Kotda Jadodar S.No.582 |

Deputy
Collector
Nakhtran -
Kutch

Opponent...

Subject :-

In the matter of granting approval for laying of power line as per Indian Telegraph Act 1885 and Indian Electricity Act 1910, obstructed by the farmers of Kota Jadodar village of Nakhtrana taluka while installing 765 KV Bhuj to Bhuj transmission power line.

Reference:

1. Section-16(1) of Indian Telegraph Act 1885
2. Guide line issued by Ministry of Power, Government of India dated 03/07/2015 - 15/10/2015
3. Government of Gujarat Department of Energy and Petrochemicals, Gandhinagar Resolution No.: GET-11-2015-GOE-199-K dt. 14/08/2017
4. Collector of Bhuj-Kutch Order No. Maji/ Powergrid /Case/Rights/10/2020 Dated 13/10/2020
5. Letter No. II/PBTL/TLC/ COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.
6. Application No: WR-11/PBTL/TLC/662 dated 09/03/2021 of Powergrid Bhuj Transmission Ltd.

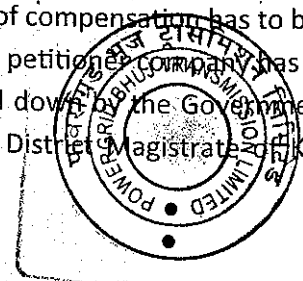


Deputy
Collector
Nakhtran -
Kutch

Introduction:-

Briefly, the facts of this case work are that, as per the submission made by the petitioner of this work from reading - (6), the land owners of Jadodar and Kotda Jadodar villages have repeatedly obstructed the operation of the transmission line and also allowed the survey work to be carried out for about 1 year. Therefore, it has been asked to listen to the listed farmers under Section-16(1) of the Indian Telegraph Act, 1885 and take necessary action to remove the obstruction. District Magistrate of Bhuj-Kutch has been entrusted with the power to try power line cases by the order referred (4). As per the petitioner's submission under reference (6), the work of establishing 765 KVDC Bhuj-Lakdia-Bhuj transmission has been undertaken. The work of this line was carried out as per its pre-determined route and as published in the Government Gazette, but the work applicant submitted that the work was obstructed by farmers from **Kotda Jadodar, Jadodar** of Nakhtrana taluk coming along this line route and obstructing the work. It is proposed to fix the price.

Regarding the above proposal, the resolution dated 14/08/2017 of the Department of Energy and Petrochemicals of the Govt. has been verified in detail and how much compensation can be paid to the above-mentioned stakeholders, according to the PowerGrid guidelines of the Government of India mentioned in reference (2) and the Government of Gujarat's Energy and the Petrochemical Department Gandhinagar reference (3) It is stated that is bound to pay the compensation as per the provisions of the said. A hearing was held here on 27/04/2021 in which oral and written representations were made by the farmers. According to which the land through which the proposed power line is to pass is fertile and horticultural land. Due to heavy power lines, there is a risk of death to the laborers while working in the fields. Agriculture is the only means of livelihood. Lay power lines on other routes shown to the company by the villagers. If there is a determination to lay power lines on this fertile and horticultural land, the farmers have submitted that there is no other solution except collective self-destruction. When the company stated that they are obliged to pay the compensation according to the provisions of the said reference (2) and (3). Accordingly, the power line cannot be changed to another route due to technical reasons. The applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the power line has to be built according to its determined route and mechanically so as not to harm anyone. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10(d). For the loss of standing crops during the construction of the power line, the power company has to get the local standing crop Panchnama and pay appropriate compensation. (3) The District Magistrate concerned shall compensate the farmers for the loss of their land by 85% of the jantri value per square meter of that land for the tower badge area (between the four bases) and It is advised that the payment of compensation has to be decided accordingly 7.5% of the jantri value for the rest of the ROW corridor. The petitioner company has sought an order regarding the compensation of land loss as per the provisions laid down by the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate of Kutch-Bhuj



order No. Maji/Pol/Vijrekha/PalanpurBadi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

As per para-1 of the resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by taking the prevailing online jantri rates of the Government of the time and place as a criterion, wherever necessary, for the assessment of the value of the land. Online jantri prices are as of 2011, in the current situation it seems appropriate to increase the prices to provide affordable compensation to the farmers. At present, among the disputed land of the village, the highest jantri rate is Rs.63. In view of the fact that the farmers will get proper compensation and power lines can also be established for power supply, the farmers involved in this case will also be given Rs.900/- (nine hundred) per square meter of cut land and Rs.950/- per square meter of irrigated land (Nine hundred and fifty) times to the concerned land owner/farmers 85 percent of the land value of tower dependent area (the part between the four bases of the tower) due to the installation of transmission tower/structure and ROW CORRIDOR (width of transmission lines) According Reference (3) to the provisions 7.5 percent of the land is to be paid as compensation. Earlier Powergrid Company has paid 15 percent compensation of the fixed amount for reduction of land value due to ROW CORRIDOR (width of transmission line lines) in other villages of Kutch district.

Powergrid's letter under reference (5) shows their agreement to pay 15 percent compensation. As the same route is applicable in the cases presented, payment is required accordingly.

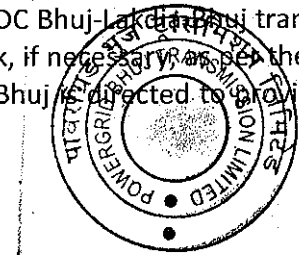
Whereas, as per the provision of section-10 and 16 of the Indian Telegraph Act-1885 and the resolution dated 14/08/2017, the concerned mamaltdar has to determine the compensation for the loss of standing crops and trees in the work of the transmission line. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

This, in view of the above 2 views and working papers, it is hereby decreed that the amount received from reference (4) under section-16(1) of the Indian Telegraph Act-1885 by reference-(4) is as follows.

Deputy
Collector
Nakhtran -
Kutch

::Order::

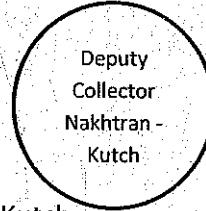
Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (5) to pay total compensation of 15 percent to **Kota Jadodar and Jadodar** village of Nakhtrana Taluk and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land, as well as compensation for loss of standing crops at such rate as may be fixed by the concerned mamaltdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdiya-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, on the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.



In addition, the said compensation should be paid only to the farmer owner, the applicant company has to ensure that the compensation is paid after obtaining sufficient proof of possession from the Mamlatdar of Nakhtrana, whose land is not included in the map.

Communication of the order to the parties.

Today, May 03, 2021, the order was issued with my signature and the seal of the court.



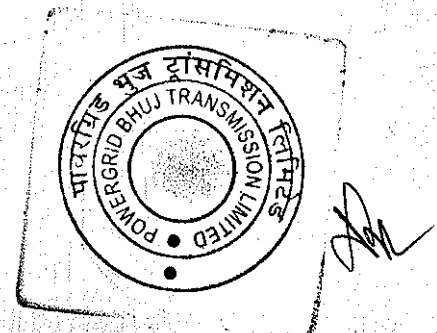
(Dr. Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

Notification of copy dispatch and enforcement:-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
- 2., Towards Mamlatdar of Nakhtrana, Mamlatdar office,....
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
2/- To take necessary action to maintain law and order situation during the operation of the power line.
4. Deputy General Manager of
Powergrid Bhuj Transmission Ltd.
Plot No.1P0, Swaminarayanagar,
Kodki Road, Bhuj, Taluka.Bhuj-Kutch
2/- It is better to take necessary action in coordination with the police and revenue department during the operation of the power lin.
5. To the concerned farmers...
6. Talati Mantri, Kotda Jadodar, Jadodar Gram Panchayat, Taluk Khatrana-Kutch.

Copy courtesy mail:-

District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch.



Dr.Mehulkumar Barasara(GAS) Sub Divisional Magistrate, Nakhtrana Court.

No. Jaman/Powergrid Powerline – 12/3/2021

Dated 03/05/2021

Reg.A.D.

Mr. Deputy General Manager,
Powergrid Bhuj Transmission Limited.
Plot No – 150, Swaminarayan Nagar
Kodki Road, Bhuj- Kutch

.....Applicant

Against

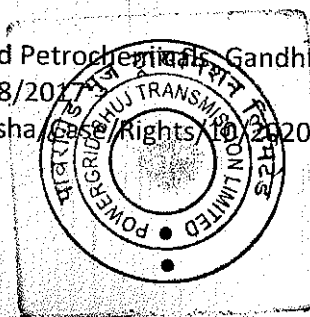
- | | | |
|--|---|--|
| (1) Patel Ravji Bhanji Banthani
Res.Kotda(J) Ta.Nakhtrana | } | Village :- Kotda Jadodar S.No.397 |
| (2) Dakshaben Harshadkumar Bathani
Res.Kotda Jadodar, Nakhtrana | | Village :- Kotda Jadodar S.No.408 |
| (3) God. Vishram Patel etc-6
Res. Jadodar, Ta. Nakhtrana | } | Village :- Jadodar S.No.238 |
| (4) Mawji Murji Patel
Res. Jadodar, Ta. Nakhtrana | | Village :- Jadodar S.No.523 |
| (5) Parsotam Umarshi Patel etc-4
Res. Jadodar, Date Nakhtrana | } | Village :- Jadodar 535/Paiki 1 |
| (6) Jayantilal Nanji Patel,
Res. Jadodar, Ta.Nakhtrana | | Village :- Jadodar 535/Paiki 2 |
| (7) Patel Kantilal
Res. Jadodar, Ta. Nakhtrana | } | Village :- Jadodar S.No.543/1/Paiki 1, |
| (8) Shankarlal Ratansi Patel etc-5
Res. Jadodar, Ta. Nakhtrana | | Village :- Jadodar S.No.342/Paiki 1 |
| (9) Devshi Naran Patel
Res. Jadodar, Ta.Nakhtrana | } | Village :- Village :- Jadodar S.No.342/Paiki 2 |
| (10) Suresh Hirji Patel
Res.Jadodar, Ta.Nakhtrana | | Village:- Jadodar No.342/Paiki3/Paiki 1 |
| (11) Mansukhlal Hirji Patel
Res.Jadodar, Ta. Nakhtrana | } | Village :- Jadodar S.No.342/Paiki3/Paiki 2 |

.....Opponents

Subject :- 765 KV Before installing Bhuj to Bhuj transmission line: In the matter of granting permission for laying of power lines as per Indian Telegraph Act 1885 and Indian Electricity Act 1910 to the farmers of KotdaJadodar district Nakhtrana.

Reference: 1) Section-16(1) of Indian Telegraph Act 1885

- 2) Guide Lines dated 03/07/2015-Trans, dated 15/10/2015 of the Ministry of Energy, Government of India
- 3) Government of Gujarat Department of Energy and Petrochemicals Gandhinagar Resolution No.: GET-11-2015-GOE-199-K dt. 14/08/2015
- 4) Collector Saheb, Bhuj-Kutch Order No. Maji/Vijresha/ Rights/10/2020 Dated 13/10/2020

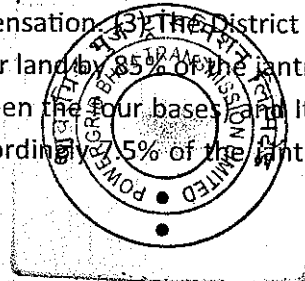


- 5) Powergrid Bhuj Transmission Ltd Letter NO. 11/PBTL/TLC/ COMPENSATION/511 dt. 15/01/2021
- 6) Application No: WR-11/PBTL/TLC/662 of Powergrid Bhuj Transmission Ltd. dated 09/03/2021

Preference:-

Briefly, the facts of this case work are that, as per the submission made by the petitioner of this work from reading (6), regarding the above subject, the land owners of Jadodar and Kota Jadodar, Jadodar village have repeatedly interrupted the operation of transmission line and also carry out the survey work for about 1 year. Not given. Hence the Indian Telegraph Act; According to the list included under Article-16(1) of 1885, the farmers have been asked to take necessary action to remove the obstruction. By the order referred to (4) of Res. District Magistrate, Bhuj-Kutch, the powers of prosecuting Vijaresha cases have been transferred here. As per the petitioner's submission under reference (6), the work of establishing 765 KVDC Bhuj-Lakdia-Bhuj transmission has been taken coming in this line route: Kotda Jadodar, Jadodar sub-district of Nakhtrana from the farmers who are obstructing the operation of the survey of the Power line, the work applicant has proposed to fix the price of the land for compensation.

In view of the above proposal, how much compensation can be paid to the said shareholders after examining the resolution dated 14/08/2017 of the Government Energy and Petrochemicals Department in detail? In that regard, according to Powergrid, it is bound to pay compensation as per the guidelines of the Government of India with reference (2) and the Energy and Petrochemical Department of Gujarat Government, Gandhinagar, as per the provisions of reference (3). A hearing was held here on 26/04/2021 in which oral and written representations were made by the farmers. According to which the land through which the proposed Powerline is to pass is fertile and horticultural land. There is a risk of death to the laborers while working in the fields due to heavy Powerlines. Agriculture is the only means of livelihood. Laying Powerlines on other Powerline routes shown to the company by the villagers. Farmers have submitted that there is no other option but collective self-destruction if there is an insistence on laying Powerline on this fertile and horticultural land. When the company stated that they are obliged to pay the compensation as per the provisions of the said reference (2) and (3). Accordingly, the **Power line** cannot be changed to another route for technical reasons. The applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the Powerline has to be constructed according to its prescribed route and mechanically so that no one is harmed. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10(d). For the loss of standing crops during the construction of the power line, the power company has to get the local standing crop Panchnama and pay appropriate compensation. The District Magistrate concerned shall compensate the farmers for the loss of their land by 85% of the jantri value per square meter of that land for the tower badge area (between the four bases) and it is advised that the payment of compensation has to be decided accordingly 15% of the jantri value for



[Handwritten signature]

the rest of the ROW corridor. The petitioner company has sought an order regarding the compensation of land loss as per the provisions laid down by the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate of Kutch-Bhuj order No. Maji/Pol/Power line/PalanpurBadi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

As per para-1 of the resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by taking the prevailing online jantri rates of the Government of the time and place as a criterion, wherever necessary, for the assessment of the value of the land. Online jantri prices are as of 2011, in the current situation it seems appropriate to increase the prices to provide affordable compensation to the farmers. At present, among the disputed land of the village, the highest jantri rate is **Rs.63**. In view of the fact that the farmers will get proper compensation and power lines can also be established for power supply, the farmers involved in this case will also be given Rs.900/- (nine hundred) per square meter of cut land and Rs.950/- per square meter of irrigated land (Nine hundred and fifty) times to the concerned land owner/farmers 85 percent of the land value of tower dependent area (the part between the four bases of the tower) due to the installation of transmission tower/structure and ROW CORRIDOR (width of transmission lines) According Reference (3) to the provisions 7.5 percent of the land is to be paid as compensation. Earlier Powergrid Company has paid 15 percent compensation of the fixed amount for reduction of land value due to ROW CORRIDOR (width of transmission line lines) in other villages of Kutch district.

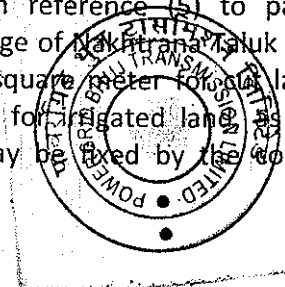
From PowerGrid's letter with reference (5) they have agreed to pay 15% compensation to Ghwar. As the same route is applicable in the cases presented, payment is required accordingly.

Whereas, as per the provision of section-10 and 16 of the Indian Telegraph Act-1885 and the resolution dated 14/08/2017, the concerned Mamlatdarshree has to determine the compensation for the loss of standing crops and trees in the work of the transmission line. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

Therefore, taking into consideration the above submissions and working papers, the order referred to (4) under section-16(1) of the Indian Telegraph Act-1885 is hereby ordered as follows.

-: Order :-

Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (5) to pay total compensation of 15 percent to **Kota Jadodar and Jadodar** village of Nakhtrana Taluk and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land as well as compensation for loss of standing crops at such rate as may be fixed by the concerned



Mamlatdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdia-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, as per the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.

In addition, the said compensation should be paid only to the farmer owner, the applicant company has to ensure that the compensation is paid after obtaining sufficient proof of possession from the Mamlatdar, Nakhtrana, whose land is not included in the map.

Communication of the order to the parties.

Today, dated 03 May 2021, the order was issued with my signature and the seal of the court.

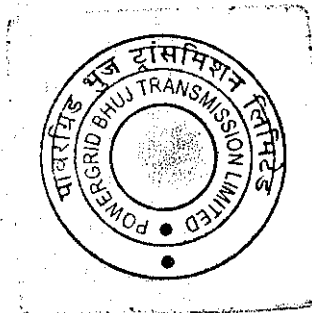
(Dr.Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

Notification of copy dispatch and enforcement:-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
2. Mamlatdar, Mamlatdar Office, towards Nakhtrana.
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
2/- To take necessary action to maintain law and order situation during the operation of the Power line.
4. Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayanagar,
Kodki Road, Bhuj, dt. Bhuj-Kutch
2/- It is better to take action in coordination with the police and revenue department during the operation of Power line.
5. Necessary to concerned farmers...
6. Talati Mantri, Kotda Jadodar, Jadodar Gram Panchayat, Nakhtrana-Kutch

Copy courtesy mail:-

District Magistrate, Magisterial Branch, District Service Center, Bhuj-Kutch



2

Dr.Mehulkumar Barasara(GAS) Sub Divisional Magistrate, Nakhtrana Court

No. Jaman/Power line Case No.3/20

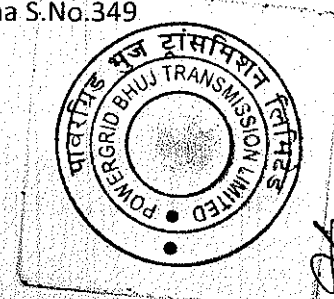
Mr. Deputy General Manager,
Powergrid Bhuj Transmission Limited.
Plot No – 150, Swaminarayan Nagar
Kodki Road, Bhuj- Kutch

.....applicant

Against

1. Ravilal Khimaji Patel
Lakshmi Ravilal Patel
Manojkumar Ravilal Patel
Vinod Kumar Ravilal Patel,
Res. Tharavada, Ta.Nakhtrana
} Village :Theravada, Ta.Nakhtrana S.No.256
2. Ishwarlal Vishram Patel
Chetan Ishwarlal Patel
Kuldeep Ishwarlal Patel
Res. Tharavada, Ta.Nakhtrana
} Village :Theravada, Ta.Nakhtrana S.No.231
3. Bhoja Bhima Ayer
Res. Tharavada, Ta.Nakhtrana
} Village : Tharavada, Ta.Nakhtrana S.No.232
4. Ayer Bijal Vela
Res. Tharavada, Ta.Nakhtrana
} Village : Tharavada, Ta.Nakhtrana S.No.225
5. Patel Chunilal Tulsidas,
Res. Tharavada, Ta. Nakhtrana
} Village : Tharavada, Ta.Nakhtrana S.No.221
6. Vadilal Manji Patel
Govind Manji Patel
Chhagan Manji Patel
Pravinkumar Manji Patel
Res. Tharavada, Nakhtrana
} Village : Tharavada, Ta.Nakhtrana S.No.209
7. Premji Kheta Patel,
Res. Tharavada, Nakhtrana
} Village : Tharavada, Ta.Nakhtrana S.No.202
8. Babulal Ramji Patel,
Res. Tharavada, Nakhtrana
} Village : Tharavada, Ta.Nakhtrana S.No.153
9. Pravin Hiralal Bhagat,
Res. Chavdka, Nakhtrana
} Village: Chavdka Ta. Nakhtrana S.No.346
10. Dhanji Vishram Narsingani
Babulal Vishram Narsingani
Manilal Vishram Narsingani
Res.Chavadka, Ta. Nakhtrana
} Village : Chavdka Ta. Nakhtrana S.No.349

Deputy
Collector
Nakhtrana -
Kutch



11. Shivdas Manan Surani
Devkiben Ramji Surani
Velji Ramji Surani
Jayantilal Ramji Surani
Babulal Ramji Surani
Parvatiben Ramji Surani
Mangalaben Ramji Surani
Pravinkumar Shivdas Surani,
Res. Chavdka, Ta. Nakhtrana

Village: Chavdka, Ta. Nakhtrana S.No.373

12. Patel Janbai Dhanji Naiyani
Patel Javerben Dhanji Naiyani
Patel Maniben Dhanji Naiyani
Patel Savitaben Mulji Naiyani
Patel Parshotam Mulji Naiyani
Patel Gitaben Mulji Naiyani
Patel Amritlal Mulji Naiyani
Patel Lilaben Kantilal Naiyani
Patel Harilal Kanti Naiyani
Patel Vasant Kantilal Naiyani
Patel Mulaben Nanji Naiyani
Patel Jamnaben Nanji Naiyani
Patel Bhimji Nanji Naiyani
Patel Lakshmiaben Nanji Naiyani
Patel Damayantiben Nanji Naiyani
Patel Monghiben Nanji Naiyani
Patel Gauriben Nanji Naiyani
Patel Ramesh Nanji Naiyani,
Res.Chavadka, Ta.Nakhtrana

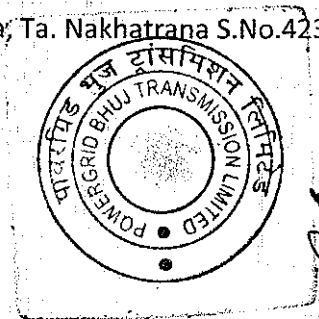
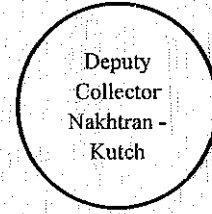
Village : Chavdka, Ta. Nakhtrana S.No.395

13. Bhimji Nanji Naiyani
Ramesh Nanji Naiyani
Res.Chavadka, Ta.Nakhtrana

Village : Chavdka, Ta. Nakhtrana S.No.399

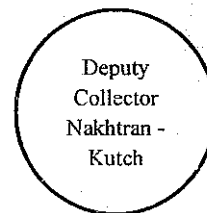
14. Lakhamshi Vasta Dholu
Velji Arjan Dholu
Kankuben Motilal Dholu
Chunilal Ratansingh Dholu
Vijayaben Ratansingh Dholu
Paprot Ratansingh Dholu
Arvind Ratansingh Dholu

Village : Chavdka, Ta. Nakhtrana S.No.423



Maganlal Motilal Dholu
Jitendra Chandulal Dholu
Brijesh Chandulal Dholu

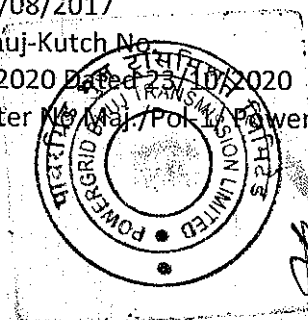
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|--|---|--|
| <p>Velji Arjan Dholu
Res.Chavadka,Ta. Nakhatrana</p> | } | Village: Chavdka dated Nakhatrana S.No.462 |
| <p>15. Ravilal Hirji Manani
Res.Chavadka,Ta. Nakhatrana</p> | } | Village: Chavdka dated Nakhatrana S.No.474 |
| <p>16. Pravin Vasta Valani
Dinesh Vasta Valani
Hiralal Vasta Valani
Res.Chavadka, Ta. Nakhatrana</p> | } | |
| <p>17. Kantilal Khimji Valani
Ravjibhai Khimji Valani
Bhanjibhai Khimji Valani
Parbat Nanji Valani
Ramji Nanji Valani
Velji Nanji Valani
Ratilal Nanji Valani
Harilal Nanji Valani,
Res. Chavdka, Date Nakhtrana</p> | } | Village: Chavdka dated Nakhatrana S.No.483 |
| <p>18. Dana Devji Mukhi
Hiralal Dana Mukhi
Tulsidas Dana Mukhi
Shantilal Dana Mukhi
Res.Chavadka, Ta.Nakhtrana</p> | } | Village: Chavdka dated Nakhatrana S.No.489 |



.....Opponents

Subject :- 765 KVDC Bhuj-Lakdia transmission line established in Taluka Nakhatrana village Tharawada, Chavdka in the matter of giving permission for laying of line as per Indian Telegraph Act-1885 section-16(1) by the farmers.

- Reading :-
- 1) Date of Powergrid Bhuj Transmission Li. 19/03/2020
 - 2) Guidelines dated 15/10/2015 issued by the Ministry of Energy, Government of India dated 03/07/2015-
 - 3) Department of Energy and Petrochemicals Gandhinagar Resolution No. G.E. D.-11-2015-G.O. I-199-5, dt. 14/08/2017
 - 4) Order No. Res. Sri District Magistrate Bhuj-Kutch No. Maj./Pol-1/Power line/Case/Rights/10/2020 Dated 23/10/2020
 - 5) Res. District Magistrate Bhuj-Kutch's letter No. Maj./Pol-1/Power line Case/10/2020 dt. 19/10/2020



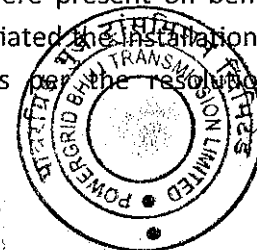
Deputy
Collector
Nakhtran -
Kutch

- 6) Letter No. Jaman/PowerGrid/Compensation/Completion/2020 dated 11/01/2021
- 7) Letter No. II/PBTL/TLC/ COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.

Preface:-

Briefly, the facts of this case work are that, the petitioner of this work has submitted a letter containing reading (1) before District Magistrate of Bhuj-Kutch. By the order of District Magistrate Bhuj-Kutch referred to (4), the rights to prosecute the Power line cases have been transferred here and the cases have been transferred here by the letter referred to (5). As per the petitioner's submission under reference (1), the work of establishing 765 KVDC Bhuj-Lakdia transmission has been undertaken. According to which the work of laying this line is in progress. The work of this line was carried out as per its pre-determined route and as published in the Government Gazette, but the applicant of the work submitted that the work was being obstructed by the peasants of Tharavada, Chavdka, near Nakhtrana, in the wave coming along this line route, and the work applicant fixed the cost of the land for compensation. It is proposed to do.

Taking into consideration the above proposal, the said shareholders are informed of the Energy and Petrochemicals Department of Govt. How much compensation is payable after verifying the resolution dated 14/08/2017? In that regard, as per the letter dated 09/06/2020 from Powergrid, it is stated that the Government of India is bound to pay compensation as per the provisions of the said reference (2) and the Gujarat Government's Energy and Petrochemical Department, Gandhinagar, as per the said reference (3). In this work, a meeting of the concerned farmers and the representatives of the company was held on 19/12/2020 and 07/01/2021 in which the farmers have protested against the work as the compensation for this work is very low as per the resolution of the Government. It has been over three years since the compensation received by the farmers earlier at the same time as the Powergrid line. Proposed to pay more compensation than that. When the company stated that they are obliged to pay the compensation as per the provisions of the said reference (2) and (3). According to which the applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the vigil line has to be constructed according to its prescribed route and mechanically so that no one is harmed. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10 (d). For the loss of standing crops during the construction of the power line, the power company will have to get the local standing crop Panchnama and pay appropriate compensation. As stated in the resolution under paragraph (3), the concerned District Magistrate shall compensate the farmers for the loss of their land at the rate of 85% of the jantri price per square meter of that land for the tower badge area (between the four bases) and 7.5% of the jantri price for the rest of the ROW corridor. It is advised that the payment of compensation will have to be decided accordingly. In this regard, the parties have been given time for hearing on 19/12/2020 and 07/01/2021. During the entire period, the representative of the applicant company was present and the farmers were present on behalf of the defendant. During the hearing, Opponents submitted that Powergrid has initiated the installation of power poles/pillars and power lines in privately owned agricultural lands. As per the resolution of the



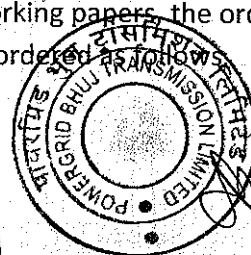
government, the compensation received for this operation is very low and there has been opposition to the operation. Accordingly it has been submitted in writing that horticulture is being done in the boundary of the village, there are cow sheds in the boundary. Irrigated agriculture is done. There is grazing area, the environment is damaged, the compensation is very low. It is not possible to cultivate this land. And the value of land decreases by 50 percent. So it is proposed to allow installation of power line after payment of satisfactory compensation. The petitioner company has proposed to make an order regarding the compensation of land loss as per the provision/policy laid down in reference (2) and (3) of the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, Res. District Magistrate Saheb Shri, Kutch-Bhuj order No. Meji/Pol/Power line/ Palanpurbadi/2017 dated 28/08/2017 for Rs.900 per sq.mtr. /- and ordered by paying compensation at the rate of Rs.950/- per sq.mtrtr of irrigated land and 15 per cent of the prescribed rates of land value for the corridor.

As per para-1 of the Resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by keeping the prevailing online jantri rates of the Government at the time and place as a criterion for assessment of land value, wherever necessary. Online jantri prices are of 2011, in the current situation it seems appropriate to increase the price to provide affordable compensation to the farmers. At present, among the disputed land in the village, the highest jantri rate is Rs.30. So that taking into consideration the submission of the petitioner company and the submission of farmers with land, the farmers also get proper compensation and power line can also be established for power supply.) and Rs.950/- (Rupees nine hundred and fifty) times per sq.mtr of irrigated land to the concerned land owner/farmers 85% of the land value of the tower supported area (the portion between the four bases of the tower) and ROW CORRIDOR due to the installation of the transmission tower/structure. (width of lines of transmission line) 7.5 percent of the land is stated to be compensated according to the provisions made in reference (3) regarding the reduction in the value of the land. According to the oral submissions made by the farmers during the face-to-face hearing, 15 percent of the fixed amount of compensation has been paid by the Powergrid Company in other villages of Kutch district due to ROW CORRIDOR (width of transmission lines) in other villages.

In this regard, after receiving information from PowerGrid through the letter referred to (6), the authorized officer of the PowerGrid Company stated in their letter referred to (7) that the PowerGrid Company has the right to pay compensation of 15 percent of the land value as ROW corridor before the implementation of the resolution dated 14/08/2017 of the Government of Gujarat. Also in the present case also 7.5 percent as per resolution dated 14/08/2017 of Gujarat Government and 2015 resolution of Central Government and additional 7.5 percent agreed to be paid as compensation (EX.GRATIA) considering the compensation payment made by PowerGrid in previous case. 15% of the total article compensation is payable as indicated.

Whereas, the provision of section-10 and 16 of the Indian Telegraph Act-1885 and dt. According to the provision of the resolution dated 14/08/2017, the concerned Mamlatdarshree has to carry out the work of determining the compensation for the loss of standing crops and trees payable by making a Panchnama of the standing crops and trees. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

Considering the reasons, the above submissions and the working papers, the order under reference (4) under section-16(1) of the Indian Telegraph Act-1885 is hereby ordered as follows:



Deputy
Collector
Nakhtran -
Kutch

-:Order :-

According to the application of PowerGrid Bhuj Transmission Ltd. (1) to establish the transmission line, to pay 85 percent compensation for the loss of land for tower base work and the provision of the resolution with reference (2) and (3) to establish the transmission line and ROW 7.5% as per the provision of reference (3) as compensation for loss due to corridor and 7.5% more as EX.GRATIA as per the agreement with reference (7) to pay a total of 15% compensation of Taluk Nakhtrana village Tharavada/Chavadka. The value of the land is Rs.900/- (Rupees nine hundred and fifty) per sq.mtr for irrigated land and Rs.950/- (Rupees nine hundred and fifty) per sq.mtr for irrigated land, as well as compensation for loss of standing crops to be fixed by the concerned Mamlatdar. It is ordered to pay the compensation as per the rules as per the provisions of the resolution under reference (3) to the farmers concerned at the rate arrived at. and Powergrid Bhuj Transmission Ltd. According to the application of 765 KVDC. In the work of installing Bhuj-Lakdia transmission power line, farmers belonging to Nakhtrana taluka shall not create any obstacle and not prevent the work done/undertaken, however, if necessary to provide police protection at the cost of the applicant as per the request of the applicant for this work, to inform the Superintendent of Police, West Kutch-Bhuj.

Further, the said compensation should be paid only to the respective farmers, the applicant company should ensure that the land of the farmers, which is not included in the map, gets the ownership verification from the Mamlatdar, Nakhtrana and the compensation is paid.

Communication of the order to the parties.

Today, dated 17th of January, 2021, the order was issued with my signature and the seal of the court.

Deputy
Collector
Nakhtrana -
Kutch

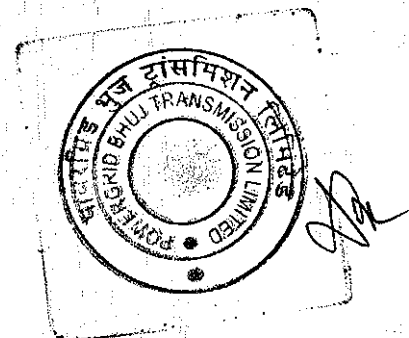
Dr.Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

For notification and implementation of copy Jaibharat Saha :-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
2. Mamlatdar, Mamlatdar Office, towards Nakhtrana.
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
4. Res. Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayanagar,
Kodki Road, Bhuj, Tal. Bhuj-Kutch
5. Necessary to concerned farmers...
6. Talati Joint Minister, Tharavada, Chavdka Gram Panchayat, Nakhtrana-Kutch

Copy courtesy mail:-

District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch



Dr.Mehulkumar Barasara(G.A.S) Sub Divisional Magistrate - Nakhtrana Court

No.Jaman/power line Case No.02/20

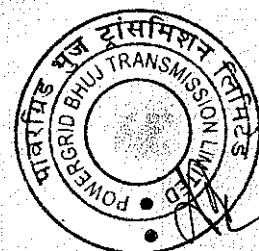
Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayanagar,
Kodki Road, Bhuj, T.Bhuj-Kutch.

..applicant

Against

- | | | |
|---|---|--|
| (1) Ramji Devji Bhanushali
Shamji Devji Bhanushali
Amritben Devji Bhanushali
Sonbai Devji Bhanushali
Kasturben Devji Bhanushali,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.48 |
| (2) Kishore Kumar Dana Bhai Patel,
Res.Palanpur Badi, Taluka.Nakhtrana | | Village :Palanpur (Badi), Taluka.Nakhtrana No.45 |
| (3) Hajaji Ranmalji Rathore
Pabaji Ranmalji Rathore,
Res.Palanpur Badi, Taluka.Nakhtrana | | Village :Palanpur (Badi), Taluka.Nakhtrana No.41 |
| (4) Harijan Maya Juma
Harijan Nanji Juma
Harijan Mawji Juma
Harijan Parma Bai Juma
Harijan Rajbai Juma
Res.Palanpur Badi, Taluka.Nakhtrana | | Village :Palanpur (Badi), Taluka.Nakhtrana No.69 |
| (5) Ishwar Lal Parbat Patel,
Res.Palanpur Badi, Taluka.Nakhtrana | | Village :Palanpur (Badi), Taluka.Nakhtrana No.85 |
| (6) Jamba Laghubha Jadeja
Govind Singh Ladhubha Jadeja
Ladhubha Halaji Jadeja,
Res.Palanpur Badi, Taluka.Nakhtrana | | Village :Palanpur (Badi), Taluka.Nakhtrana No.87 |
| (7) Gulab Singh Ladhubha Jadeja,
Res.Palanpur Badi, Taluka.Nakhtrana | | Village :Palanpur (Badi), Taluka.Nakhtrana No.82/1 |
| (8) Ram Singh Ladhubha Jadeja,
Res.Palanpur Badi, Taluka.Nakhtrana | | Village :Palanpur (Badi), Taluka.Nakhtrana No.82/2 |
| (9) Gitalukaben Govind Bhanushali,
Res.Orira, Taluka.Nakhtrana | | Village : Orira, Taluka.Nakhtrana No.67 |
| (10) Hirji Tamachi Bhanushali,
Res.Orira, Taluka.Nakhtrana | | Village : Orira, Taluka.Nakhtrana No.98 |

Deputy
Collector
Nakhtrana
Kutch



- | | | |
|--|---|--|
| 11. Sakinabai Jacob Sameja,
Res. Akadna, Taluka.Nakhtrana | } | Village: Akadna, Taluka. Nakhatrana No. 52 |
| 12. Mohan Shamji Iyer
Nehal Mohan Iyer,
Res.Akadna, Taluka.Nakhtrana | } | Village: Akadna, Taluka. Nakhatrana No. 47 |
| 13. Sameja Umar Alana
Res.Akadna, Taluka.Nakhtrana | } | Village: Akadna, Taluka. Nakhatrana No. 44 |
| 14. Gagau Bharamal Iyer,
Res.Akadna, Taluka.Nakhtrana | } | Village: Akadna, Taluka. Nakhatrana No. 07 |
| 15. Kamiben Vasta Ayer
Bijal Vasta Ayer
Rana Vasta Iyer
Still living in Ayer,
Res.Akadna, Taluka.Nakhtrana | } | Village: Akadna, Taluka. Nakhatrana No. 08 |
| 16. Patei Jayshriben Mohanlal,
Res.Akadna, Taluka.Nakhtrana | } | Village: Akadna, Taluka. Nakhatrana No. 13 |
| 17. Jeevanji Malji Sodha,
Res.Orira, Taluka.Nakhtrana | } | Village: Orira, Taluka. Nakhatrana No. 108 |
| 18. Laxman Singh Lakhiya Sodha,
Res.Orira, Taluka.Nakhtrana | } | Village: Orira, Taluka. Nakhatrana No. 109 |

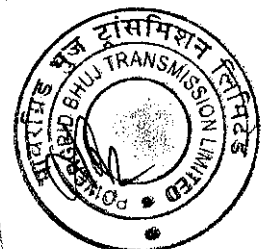
Deputy
Collector
Nakhtran-
Kutch

... Opposite

Subject :- Approval for laying of power line as per section-16(1) of Indian Telegraph Act-1885 in the work of farmers of villages Palanpur (Bandi), Orira, Akkad of Nakhatrana taluka while laying 765 KVDC Bhuj Lakdia transmission line. matter of giving.

Reading :-

- (1) Notice dated 1903/2020 of Powergrid Bhuj Transmission Ltd
- (2) Guidelines issued by Ministry of Energy, Government of India dated 03/07/2015 – 15/10/2015
- (3) Department of Energy and Petrochemicals Gandhinagar Resolution No. GED-11-2015 GOI-199-5, dated 14/08/2017
- (4) District Magistrate Saheb Shri Bhuj-Kutch Order No. Maj Pol-1/Power Line Case/Rights 10/2020 Dated 23/10/2020
- (5) District Magistrate Mr. Bhuj Kutch's letter No. Maj Pol-1/ Powergrid Case/10/2020 Dated 19/10/2020
- (6) Letter No. Jaman Powergrid Compensation Case Completion/2020 Dated 11/01/2021
- (7) Letter No. II/PBTL/TLC/ COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.

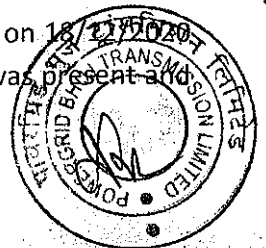


Introduction:-

Briefly, the facts of this case work are that, the petitioner of this work has submitted a letter with read- (1) before the District Magistrate, Bhuj-Kutch. By the order of District Magistrate Mr. Bhuj-Kutch referred to (4), the rights to conduct power line cases have been transferred here, but the cases have been transferred here by the letter referred (5). As per the submission bearing reference (1), the work of establishing 765 KVDC Bhuj-Lakdia transmission has been undertaken. According to which the work of laying this line is in progress. The work of this line was carried out as per its pre-determined route and as published in the Government Gazette, but the work applicant submitted that the work was obstructed by farmers from **Palanpur (Bandi), Orira, Akadna** of Nakhtrana taluk coming along this line route and obstructing the work. It is proposed to fix the price.

In view of the above proposal regarding the objections made by the said parties, the resolution dated 14/08/2017 of the Department of Energy and Petrochemicals of the Government of India has been verified in detail regarding the amount of compensation payable from PowerGrid in their letter dated 09/06/2020. It is stated that the compensation is bound to be paid as per the guidelines of the Government with reference (2) and the Energy and Petrochemicals Department of the Government of Gujarat, Gandhinagar, as per the provisions of reference (3). For this work, a meeting of the concerned farmers and the representatives of the company has been held here on 18/12/2020 and 07/01/2021 in which the farmers have protested against the work as the compensation for this work is very low as per the resolution of the Government. It has been over three years since the compensation received earlier by PowerGrid line. Proposed to pay more compensation than that. When the company stated that they are obliged to pay compensation as per the provisions of the said reference (2) and (3). According to which the applicant company agreed to pay the compensation for the loss of land and standing crops as per the rules and the purpose of the proposed power line being laid through the applicant company is to maintain the continuity of power supply. It is meant to stay. On the basis of which the vigil line has to be constructed according to its prescribed route and mechanically so that no one is harmed. While this scheme touches public interest, it seems imperative to give approval for laying the proposed power line in public interest, keeping in view the development of the nation, for home consumption, commerce and industrial purpose and for the farmers to get regular and continuous power supply for agriculture. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10(d). For the loss of standing crops during the construction of the power line of the power line, the power company has to get the local standing crop Panchnama and pay appropriate compensation. As mentioned in the resolution vide clause (3), the concerned District Magistrate shall compensate the farmers for the loss of their land at the rate of 85% of the Jantrivalue per square meter of that land for the tower badge area (between the four bases) and 7.5% of the Jantrivalue for the rest of the ROW corridor. It is advised that the payment of compensation has to be decided accordingly. In this regard, the parties have been given time for hearing on 18/12/2020 and 07/01/2021. During this period, the representative of the petitioner company was present and

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Kutch

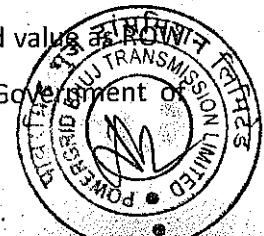


the farmers were present on behalf of the respondent. During the hearing, the respondent submitted that Powergrid has taken action to install power poles and power lines in privately owned agricultural lands. As per the resolution of the government, the compensation received for this operation is very low and there has been opposition to the operation. Accordingly it has been submitted in writing that horticulture is being done in the boundary of the village, there are cow sheds in the boundary. Irrigated agriculture is done. There is grazing area, the environment is damaged, the compensation is very low. This land cannot be cultivated. And the value of the land is reduced by 50 percent. So it is proposed to allow installation of power line after payment of satisfactory compensation. The petitioner company has proposed to make an order regarding the compensation of land loss as per the provision/policy laid down in reference (2) and (3) of the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate, Kutch-Bhuj order No. Maj/Pol/Vijaresha Palanpur Badi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

Deputy
Collector
Nakhtran -
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As per para-1 of the Resolution referred to (3) of the Government, provision has been made for calculating the compensation payable, wherever necessary, taking the prevailing online Jantri rates of the Government at that time and place as a criterion for the assessment of the value of the land. Online Jantri prices are of 2011, in the current situation it seems appropriate to increase the price to provide affordable compensation to the farmers. At present, among the disputed land in the village, the highest Jantri rate is Rs.45. So that taking into consideration the submission of the applicant company and the submission of farmers from opposite side, the farmers also get proper compensation and power line can also be established for power supply, in this case also Rs.900/- per sq.mtr.) for land cut and Rs.950|- (Rupees nine hundred and fifty) per sq.mtr for irrigated land to the concerned land owner/farmers due to installation of transmission tower structure 85 percent of the land value of the tower supported area (the part between the four bases of the tower) and ROW CORRIDOR (7.5 percent of the land as per the provisions made in reference (3) regarding the fall in the value of the land due to (width of transmission line wires) is stated to be compensation. According to the oral submissions made by the farmers during the face-to-face hearing, earlier the power grid company has paid 15 percent compensation of the fixed amount due to ROW CORRIDOR (width of transmission lines) in other villages of Kutch district.

In this regard, after receiving information from PowerGrid through the letter with reference (6), the authorized officer of the PowerGrid Company stated in their letter with reference (7) that the PowerGrid Company has the right to pay compensation of 15 percent of the land value as a ROW CORRIDOR before the implementation of the resolution dated 14/08/2017 of the Government of



Gujarat. is Also in the present case also agree to pay 7.5 percent as per the resolution dated 14/08/2017 of the Government of Gujarat and the resolution of the Central Government of 2015 and considering the compensation payment made by PowerGrid in the previous case as additional 7.5 percent as compensation (EX.GRATIA) 15% of the total article compensation is payable as indicated.

Whereas, as per the provision of section-10 and 16 of the Indian Telegraph Act-1885 and the resolution dated 14/08/2017, the concerned Mamlatdar has to determine the compensation for the loss of standing crops and trees in the work of the transmission line. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

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Nakhtran -
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Taking into consideration the above submissions and working papers, the order referred to (4) under section-16(1) of the Indian Telegraph Act-1885 is hereby decreed as follows.

::Order::

Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (7) to pay total compensation of 15 percent to Kota Jadodar and Jadodar village of Nakhtrana Taluk and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land, as well as compensation for loss of standing crops at such rate as may be fixed by the concerned Mamlatdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdia-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, as per the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.

In addition, the said compensation should be paid only to the farmer owner, the applicant company has to ensure that the compensation is paid after obtaining sufficient proof of possession from the Mamlatdar Shri, Nakhtrana, whose land is not included in the map.

Communication of the order to the parties.

Today, January 17, 2021, the order was issued with my signature and the seal of the court.

(Dr. Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

Deputy
Collector
Nakhtran -
Kutch



Notification of copy dispatch and enforcement:-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
2. Mamlatdarshree, Mamlatdar Office, towards Nakhtrana ...
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
4. Deputy General Manager Shri.
Powergrid Bhuj Transmission Ltd.
Plot No.1PO, Swaminarayanagar,
Kodki Road, Bhuj, Taluka.Bhuj-Kutch
5. To the concerned farmers...
6. Talati Mantri, Palanpur (Bandi) Orira/Akadna Gram Panchayat, Taluka.Nakhtrana-Kutch.

Copy of Civil Despatch :-

Mr. District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch.



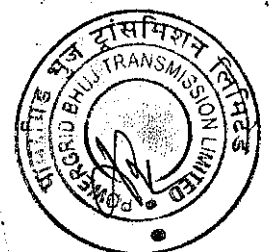
Mr. Deputy General Manager,
Powergrid Bhuj Transmission Limited.
Plot No – 150, Swaminarayan Nagar
Kodki Road, Bhuj- Kutch

.....applicant

Against

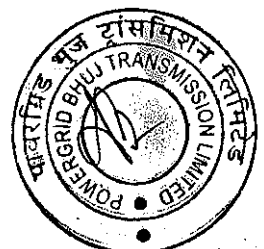
1. Rabari Paba Sura
Res.Angiya, Ta.Nakhtrana } Village : Angiya Ta. Nakhtrana S.No.420/Paiki 7/Paiki 1
2. Rabari Karmibai Paba
Res.Angiya, Ta. Nakhtrana } Village : Angiya Ta. Nakhtrana S.No.420/Paiki 7/Paiki2
3. Patel Somji Gopal Valani
Babulal Gopal Valani
Ravilal Gopal Valani
Govind Gopal Valani,
Res.Angiya, Ta. Nakhtrana } Village : Angiya Ta. Nakhtrana S.No.220/Paiki1
4. Rabari Chana Asha
Rabari Mamu Asha
Rabari Khima Asha,
Res.Angiya, Ta.Nakhtrana } Village : Angiya Ta. Nakhtrana S.No.216/1/Paiki 2
5. Ramji Karamshi Patel
Jayantilal Ratanshi Patel
Res.Angiya, Ta.Nakhtrana } Village : Angiya Ta. Nakhtrana S.No.207/ Paiki 3
6. Arjan Devshi Manji Dayani
Dheerajlal Arjan Dayani
Mansukhlal Arjan Dayani,
Res. Angiya, Ta. Nakhtrana } Village : Angiya Ta. Nakhtrana S.No.203
7. Shamji Raja Patel
Govind Raja Patel,
Res. Angiya, Ta. Nakhtrana } Village : Angiya Ta. Nakhtrana S.No.201/1
8. Patel Parasottam Valji
Res.Angiya,Ta. Nakhtrana } Village : Angiya Ta. Nakhtrana S.No.252/ Paiki 4
9. Patel Ratanshi Manji
Patei Dayaben Velji Vaghani
Patel Gangaram Velji Vaghani
Patel Ashok Velji Vaghani
Patei Nareshkumar Velji Vaghani } Village : Angiya Ta. Nakhtrana S.No.259

Deputy
Collector
Nakhtran -
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- Patel Mahendra Velji Vaghani
Res. Angiya, Ta. Nakhatrana
10. Kantilal Karshan Patel
Narsingh Karshan Patel,
Res. Angiya, Ta. Nakhatrana
11. Bhimji Karamashi Parsiya
Maganlal Karamashi Parsiya,
Res. Angiya, Ta. Nakhatrana
12. Lalji Premiji Keshrani
Keshra Premiji Keshrani
Res. Angiya, Ta. Nakhatrana
13. Parsiya Vrajlal Bhanji
Res. Angiya, Ta. Nakhatrana
14. Patel Jayantilal Ramji
Patel Hirji Ramji,
Res. Angiya, Ta. Nakhatrana
15. Praful Velji Parsiya
Dipakkumar Velji Parsiya
Res. Angiya, Ta. Nakhatrana
16. Narayan Nanji Patel
Karshan Nanji Patel
Nathuram Nanji Patel
Shivlal Nanji Patel,
Res. Angiya, Ta. Nakhatrana
17. Patel Maniben Meghji,
Res. Angiya, Ta. Nakhatrana
18. Patel Jivabai Nathu,
Res. Angiya, Ta. Nakhatrana
19. Devkiben Danabhai Medhani
Res. Angiya, Ta. Nakhatrana
20. Laxmidas Akhiraj Patel
Jayantilal Karshan Patel,
Bhagwandas Manilal Patel
Res. Angiya, Ta. Nakhatrana
21. Jagdishkumar Karshan Limbani,
Res. Angiya, Ta. Nakhatrana
22. Parsiya Deepakbhai Ravji,
Res. Angiya, Ta. Nakhatrana
23. Ravji Jivraj Rudani,
- Village : Angiya Ta. Nakhatrana S.No.261
- Village : Angiya Ta. Nakhatrana S.No.262/Paiki 2
- Village : Angiya Ta. Nakhatrana S.No.280/Paiki 2
- Village : Angiya Ta. Nakhatrana S.No.284/Paiki1
- Village : Angiya Ta. Nakhatrana S.No.295
- Village : Angiya Ta. Nakhatrana S.No.296/Paiki1/Paiki1
- Village : Angiya Ta. Nakhatrana S.No.305/2
- Village : Angiya Ta. Nakhatrana S.No.316/1/Paiki 2
- Village : Angiya Ta. Nakhatrana S.No.317
- Village : Angiya Ta. Nakhatrana S.No.318/Paiki 2
- Village : Angiya Ta. Nakhatrana S.No.320
- Village : Angiya Ta. Nakhatrana S.No.325/1
- Village : Angiya Ta. Nakhatrana S.No.342

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Kutch



Res.Angiya, Ta.Nakhtrana

Village : Angiya Ta. Nakhtrana S.No.361/1

24. Premji Kanji Keshrani,
Res. Beru, Ta.Nakhtrana

Village : Beru Ta. Nakhtrana S.No.77/3

.....Opponents

Subject:- 765 KVDC Bhuj-Lakdia transmission line established in Taluka Nakhtrana village Tharawada, Chavdka in the matter of giving permission for laying of line as per Indian Telegraph Act-1885 section-16(1) by the farmers.

Reading :- 1) Notice dated 19/03/2020 of Powergrid Bhuj Transmission Ltd

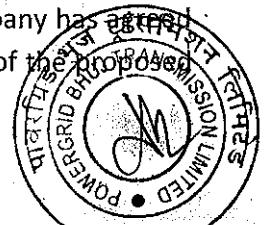
- 2) Guidelines dated 15/10/2015 issued by the Ministry of Energy, Government of India dated 03/07/2015-
- 3) Department of Energy and Petrochemicals Gandhinagar Resolution No. G.E. D.-11-2015-G.O. I-199-5, dt. 14/08/2017
- 4) Order No. Res. Sri District Magistrate Bhuj-Kutch No. Maj./Pol-1/Power line/Case/Rights/10/2020 Dated 23/10/2020
- 5) District Magistrate Bhuj-Kutch's letter No Maj./Pol-1/Power line Case/10/2020 dt. 19/10/2020
- 6) Letter No. Jaman/PowerGrid/Compensation/Completion/2020 dated 11/01/2021
- 7) Letter No. II/PBTL/TLC/ COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.

Deputy
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Preface:-

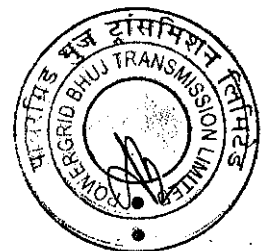
Briefly, the facts of this case work are that, the petitioner of this work has submitted a letter containing reading (1) before Mr. District Magistrate of Bhuj-Kutch. By the order of District Magistrate Bhuj-Kutch referred to (4), the rights to prosecute the Power line cases have been transferred here and the cases have been transferred here by the letter referred to (5). As per the petitioner's submission under reference (1), the work of establishing 765 KVDC Bhuj-Lakdia transmission has been undertaken. According to which the work of laying this line is in progress. The work of this line was carried out as per its pre-determined route and as published in the Government Gazette, but the applicant of the work submitted that the work was being obstructed by the peasants of Village **Angiya, Beru** Ta. Nakhtrana, in the wave coming along this line route, and the work applicant fixed the cost of the land for compensation. It is proposed to do.

Taking into consideration the above proposal, the said shareholders are informed of the Energy and Petrochemicals Department of Govt. How much compensation is payable after verifying the resolution dated 14/08/2017? In that regard, as per the letter dated 09/06/2020 from Powergrid, it is stated that the Government of India is bound to pay compensation as per the provisions of the said reference (2) and the Gujarat Government's Energy and Petrochemical Department, Gandhinagar, as per the said reference (3). In this work, a meeting of the concerned farmers and the representatives of the company was held on 21/12/2020 and 07/01/2021 in which the farmers have protested against the work as the compensation for this work is very low as per the resolution of the Government. It has been over three years since the compensation received by the farmers earlier at the same time as the Powergrid line. Proposed to pay more compensation than that. When the company stated that they are obliged to pay the compensation as per the provisions of the said reference (2) and (3). According to which the applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed



power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the vigil line has to be constructed according to its prescribed route and mechanically so that no one is harmed. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10 (d). For the loss of standing crops during the construction of the power line, the power company will have to get the local standing crop Panchnama and pay appropriate compensation. As stated in the resolution under paragraph (3), the concerned District Magistrate shall compensate the farmers for the loss of their land at the rate of 85% of the jantri price per square meter of that land for the tower badge area (between the four bases) and 7.5% of the jantri price for the rest of the ROW corridor. It is advised that the payment of compensation will have to be decided accordingly. In this regard, the parties have been given time for hearing on 21/12/2020 and 07/01/2021. During the entire period, the representative of the applicant company was present and the farmers were present on behalf of the defendant. During the hearing, Opponents submitted that Powergrid has initiated the installation of power poles/pillars and power lines in privately owned agricultural lands. As per the resolution of the government, the compensation received for this operation is very low and there has been opposition to the operation. Accordingly it has been submitted in writing that horticulture is being done in the boundary of the village, there are cow sheds in the boundary. Irrigated agriculture is done. There is grazing area, the environment is damaged, the compensation is very low. It is not possible to cultivate this land. And the value of land decreases by 50 percent. So it is proposed to allow installation of power line after payment of satisfactory compensation. The petitioner company has proposed to make an order regarding the compensation of land loss as per the provision/policy laid down in reference (2) and (3) of the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate of Kutch-Bhuj order No. Maji/Poi/Vijrekha/PalanpurBadi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

As per para-1 of the resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by taking the prevailing online jantri rates of the Government of the time and place as a criterion, wherever necessary, for the assessment of the value of the land. Online jantri prices are as of 2011, in the current situation it seems appropriate to increase the prices to provide affordable compensation to the farmers. At present, among the disputed land of the village, the highest jantri rate is Rs.63. In view of the fact that the farmers will get proper compensation and power lines can also be established for power supply, the farmers involved in this case will also be given Rs.900/- (nine hundred) per square meter of cut land and Rs.950/- per square meter of irrigated land (Nine hundred and fifty) times to the concerned land owner/farmers 85 percent of the land value of tower dependent area (the part between the four bases of the tower) due to the installation of transmission tower/structure and ROW CORRIDOR (width of transmission lines) According Reference (3) to the provisions 7.5 percent of the land is to be paid as compensation. Earlier Powergrid Company has paid 15 percent compensation of the fixed amount for reduction of land value due to ROW CORRIDOR (width of transmission line lines) in other villages of Kutch district.



In this regard, after receiving information from PowerGrid through the letter referred to (6), the authorized officer of the PowerGrid Company stated in their letter referred to (7) that the PowerGrid Company has the right to pay compensation of 15 percent of the land value as ROW corridor before the implementation of the resolution dated 14/08/2017 of the Government of Gujarat. Also in the present case also 7.5 percent as per resolution dated 14/08/2017 of Gujarat Government and 2015 resolution of Central Government and additional 7.5 percent agreed to be paid as compensation (EX.GRATIA) considering the compensation payment made by PowerGrid in previous case. 15% of the total article compensation is payable as indicated.

Whereas, the provision of section-10 and 16 of the Indian Telegraph Act-1885 and dt. According to the provision of the resolution dated 14/08/2017, the concerned Mamlatdarshree has to carry out the work of determining the compensation for the loss of standing crops and trees payable by making a Panchnama of the standing crops and trees. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

Considering the reasons, the above submissions and the working papers, the order under reference (4) under section-16(1) of the Indian Telegraph Act-1885 is hereby ordered as follows.

:-:Order :-:

Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (5) to pay total compensation of 15 percent to **Kota Jadodar and Jadodar** village of Nakhtrana Taluk and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land, as well as compensation for loss of standing crops at such rate as may be fixed by the concerned Mamlatdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdia-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, as per the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.

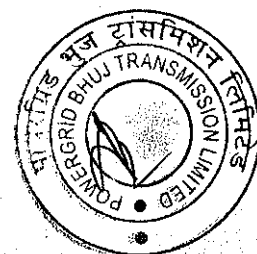
Further, the said compensation should be paid only to the respective farmers, the applicant company should ensure that the land of the farmers, which is not included in the map, gets the ownership verification from the Mamlatdar Shri, Nakhtrana and the compensation is paid.

Communication of the order to the parties.

Today, dated 17th of January, 2021, the order was issued with my signature and the seal of the court.

Deputy
Collector
Nakhtran -
Kutch

Dr.Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch



For notification and implementation of copy Jaibharat Saha :-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
2. Mamlatdarshree, Mamlatdar Office, towards Nakhtrana....
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
4. Deputy General Manager.
Powergrid Bhuj Transmission Ltd.
Plot No.1P0, Swaminarayanagar,
Kodki Road, Bhuj, Taluka.Bhuj-Kutch
5. To the concerned farmers...
6. Talati Mantri, Palanpur (Bandi) Orira/Akadna Gram Panchayat, Taluka.Nakhtrana-Kutch.

Copy courtesy mail:-

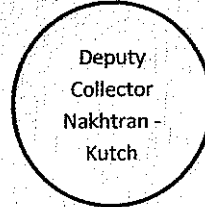
District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch



Dr.Mehulkumar Barasara(G.A.S) Sub Divisional Magistrate - Nakhtrana Court

No.Jaman/power line Case No.06/20

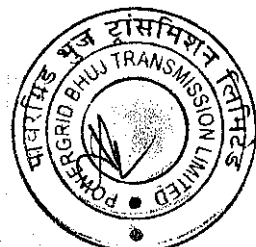
Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayanagar,
Kodki Road, Bhuj, T.Bhuj-Kutch.



..applicant

Against

- | | | |
|---|---|--|
| 1. Haresh Kantilal Soneji,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.50 |
| 2. Nanji Juma Harijan,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.52 |
| 3. Jamnabai Nanjibhai Harijan,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.52 |
| 4. Narmada Balwant Bhanushali,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.64 |
| 5. Hajaji Ranmalji Rathore,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.41 |
| 6. Pabaji Ranmalji Rathore
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.41 |
| 7. Arunaben Kamlesh Sanghvi,,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.75 |
| 8. Govindsing Laghubha Jadeja,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village :Palanpur (Badi), Taluka.Nakhtrana No.87 |
| 9. Laghubha Hajaji Jadeja,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village : Palanpur Badi, Taluka.Nakhtrana No.87 |
| 10. Punaraji Abherajji Pir,,
Res.Palanpur Badi, Taluka.Nakhtrana | } | Village : Palanpur Badi, Taluka.Nakhtrana No.81 |
| 11. Sumra Haji Elias,
Sumra Vasaya Elias,
Sumra Luqman Ilyas,
Sumra Amibai Elias,
Sumra Fatmabai Ilyas,,
Res. Orira, Taluka.Nakhtrana | } | Village: Orira, Taluka. Nakhtrana No. 53 |
| 12. Rajesh Kumar Mohanlal Bhanushali,
Laxmiben Rajeshkumar Bhanushali,
Res. Orira, Taluka.Nakhtrana | } | Village: Orira, Taluka. Nakhtrana No. 57 |
| 13. Bhanushali Magaldas Chatrabhuj,
Bhanushali Shankarbhai Magaldas,
Bhanushali Kamlaben Shankarbhai,
Bhanushali Manish Shankarbhai,
Bhanushali Rahul Damjibhai,
Res.Akadana, Taluka.Nakhtrana | } | Village: Akadana, Taluka. Nakhtrana No. 39 |



- | | | |
|---|---|--|
| <p>14. Karan Kanchha Samjeja,
Alimamad Karan Sameja,
Jalubai Karan Sameja,
Alimamad Karan Sameja,
Alimamad Karan Sameja,
Alfan Alimamad Sameja,
Res.Akadana, Taluka.Nakhtrana</p> | } | Village: Akadana, Taluka. Nakhatrana No.42/Paiki 1 |
| <p>15. Kamibai Vasta Ahir,
Bijal Vasta Ahir,
Rana Vasta Ahir,
Hadhu Vasta Ahir,
Res.Akadana, Taluka.Nakhtrana</p> | } | Village: Akadana, Taluka. Nakhatrana No. 8 |
| <p>16. Patel Jayshriben Mohanlal,
Res.Akadana, Taluka.Nakhtrana</p> | } | Village: Akadana, Taluka. Nakhatrana No. 13 |
| <p>17. Ayer Paruben Raga,
Res. Akadana, Taluka.Nakhtrana</p> | } | Village: Akadana, Taluka. Nakhatrana No. 12 |

... Opposite

Subject :-

In the matter of granting approval for laying of power line as per Indian Telegraph Act 1885 and Indian Electricity Act 1910, obstructed by the farmers of Kota Jadodar village of Nakhtrana taluka while installing 765 KV Bhuj to Bhuj transmission power line.

Reference:

1. Section-16(1) of Indian Telegraph Act 1885
2. Guide line issued by Ministry of Power, Government of India dated 03/07/2015 – 15/10/2015
3. Government of Gujarat Department of Energy and Petrochemicals, Gandhinagar Resolution No.: GET-11-2015-GOE-199-5 Dated 14/08/2017
4. Collector of Bhuj-Kutch Order No. Meji/ Poll-1/Powergrid/Case/Rights/10/2020 Dated 23/10/2020
5. Collector of Bhuj-Kutch Order No. Meji/ Poll-1/Powergrid/Case/Rights/10/2020 Dated 23/10/2020
6. Here Letter No.Jaman Powergrid/Compensation Case Completion 2020 dated 11/01/2021
7. Letter No.II/PBTL/TLC/COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.

Introduction:-

Briefly, the facts of this case work are that, the petitioner of this work has submitted a letter under (1) before the District Magistrate of Bhuj-Kutch. District Magistrate of Bhuj-Kutch has been entrusted with the power to try power line cases by the order referred to (4). As per the petitioner's submission under reference (6), the work of establishing 765 KVDC Bhuj-Lakdia-Bhuj transmission has been undertaken. The petitioner of the work has proposed to fix the price of the land for compensation by making a representation that the

Deputy
Collector
Nakhtran-
Kutch



work of surveying of the power line is being obstructed by the farmers of Palanpur (Badi), Orira Or Akadana village of Nakhtrana Taluka coming in this line route.

Considering the above proposal, the resolution dated 14/08/2017 of the Department of Energy and Petrochemicals of the Government is verified in detail and how much compensation is payable to the said shareholders, as per their letter dated 09/06/2020 from PowerGrid with reference (2) to the Government of India guidelines and the Department of Energy and Petrochemicals, Government of Gujarat, Gandhinagar is bound to pay compensation as per the provisions of the said reference (3). A meeting of the concerned farmers and company representatives was held here on 28/12/2020 and 07/01/2021 in which the farmers have protested against the work as the compensation for this work is very low as per the resolution of the government and it has been over three years since the compensation received by the farmers earlier at the time of powergrid line. Proposed to pay more compensation than that. When the company stated that they are obliged to pay the compensation according to the provisions of the said reference (2) and (3). Accordingly, the power line cannot be changed to another route due to technical reasons. The applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the power line has to be built according to its determined route and mechanically so as not to harm anyone. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10(d). For the loss of standing crops during the construction of the power line, the power company has to get the local standing crop Panchnama and pay appropriate compensation. According to Reading -(3) The District Magistrate concerned shall compensate the farmers for the loss of their land by 85% of the jantri value per square meter of that land for the tower badge area (between the four bases) and It is advised that the payment of compensation has to be decided accordingly 7.5% of the jantri value for the rest of the ROW corridor. In this regard, the parties have been given time for hearing on 22/12/2020 and 07/01/2021. During this period, the representative of the applicant company was present and the farmers were present on behalf of the respondent. During the hearing, the respondent submitted that through Powergrid, Tajvij has offered to install power poles and power lines in privately owned agricultural lands. As per the resolution of the government, the compensation received for this operation is very low and there is opposition to the operation. Accordingly it has been submitted in writing that horticulture is being done in the boundary of the village, there are cow buffalo stables in the boundary. Irrigated farming is done. There is grazing area, the environment is damaged, the compensation is very low. This land cannot be cultivated. And the value of the land is reduced by 50 percent. So it is proposed to allow installation of

Deputy
Collector
Nakhtrana -
Kutch



power line after payment of satisfactory compensation. The petitioner company has sought an order regarding the compensation of land loss as per the provisions laid down by the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate of Kutch-Bhuj order No. Maji/Pol/Vijrekha/PalanpurBadi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

As per para-1 of the resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by taking the prevailing online jantri rates of the Government of the time and place as a criterion, wherever necessary, for the assessment of the value of the land. Online jantri prices are as of 2011, in the current situation it seems appropriate to increase the prices to provide affordable compensation to the farmers. At present, among the disputed land of the village; the highest jantri rate is Rs.36. In view of the fact that the farmers will get proper compensation and power lines can also be established for power supply, the farmers involved in this case will also be given Rs.900/- (nine hundred) per square meter of cut land and Rs.950/- per square meter of irrigated land (Nine hundred and fifty) times to the concerned land owner/farmers 85 percent of the land value of tower dependent area (the part between the four bases of the tower) due to the installation of transmission tower/structure and ROW CORRIDOR (width of transmission lines) According Reference (3) to the provisions 7.5 percent of the land is to be paid as compensation. Earlier Powergrid Company has paid 15 percent compensation of the fixed amount for reduction of land value due to ROW CORRIDOR (width of transmission line lines) in other villages of Kutch district And in the present case also compensation is said to be given accordingly.

Deputy
Collector
Nakhtran -
Kutch

In this regard, after receiving information from PowerGrid through the letter with reference (6), the authorized officer of the PowerGrid Company stated in their letter with reference (7) that the PowerGrid Company is entitled to pay compensation of 15 percent of the land value as ROW corridor before the implementation of the resolution dated 14/08|2017 of the Government of Gujarat. is Also in the present case also 7.5 percent as per the resolution dated 14/08|2017 of the Government of Gujarat and the resolution of 2015 of the Central Government and the agreement to pay additional 7.5 percent as compensation (EX.GRATIA) taking into account the compensation payment made to PowerGrid in the previous case. A total of 15 percent of the article compensation is payable as indicated.

Whereas, as per the provision of section-10 and 16 of the Indian Telegraph Act-1885 and the resolution dated 14/08/2017, the concerned mamaltdar has to determine the compensation for the loss of standing crops and trees in the work of the transmission line. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.



This, in view of the above views and working papers, it is hereby decreed that the amount received from reference (4) under section-16(1) of the Indian Telegraph Act-1885 by reference-(4) is as follows.

::Order::

Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application (1) and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (7) to pay total compensation of 15 percent to Palanpur (Badi),Orira Or Akadana village of Nakhtrana Taluka and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land, as well as compensation for loss of standing crops at such rate as may be fixed by the concerned Mamlatdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdia-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, as per the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.

In addition, the said compensation should be paid only to the farmer owner, the applicant company has to ensure that the compensation is paid after obtaining sufficient proof of possession from the Mamlatdar of Nakhtrana, whose land is not included in the map.

Communication of the order to the parties.

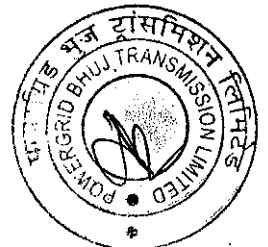
Today, January 17, 2021, the order was issued with my signature and the seal of the court.

Deputy
Collector
Nakhtran -
Kutch

(Dr. Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

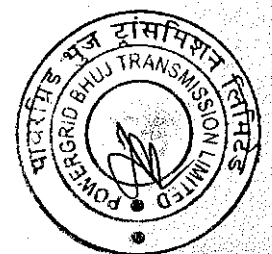
Notification of copy dispatch and enforcement:-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
- 2., Towards Mamlatdar of Nakhtrana, Mamlatdar office,....
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
4. Deputy General Manager of
Powergrid Bhuj Transmission Ltd.
Plot No.1PO, Swaminarayanagar,
Kodki Road, Bhuj, Ta.Bhuj-Kutch
5. To the concerned farmers...
6. Talati Mantri, Kotda Jadodar, Jadodar Gram Panchayat, Taluk Khatrana-Kutch.



Copy courtesy mail:-

District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch



Dr.Mehulkumar Barasara(G.A.S) Sub Divisional Magistrate - Nakhtrana Court

No.Jaman/power line Case No.07/20

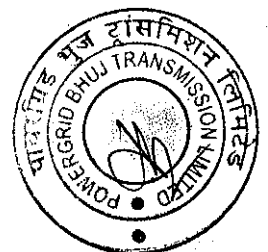
Deputy General Manager,
Powergrid Bhuj Transmission Ltd.
Plot No.150, Swaminarayanagar,
Kodki Road, Bhuj,Tal. Bhuj-Kutch.

Applicant...

Against

- | | | |
|--|---|---|
| (1) Patel Mulji Dhanji
Patel Harilal Kantilal Dhanji
Res.Angiya Taluk.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.224/ Paiki 1 |
| (2) Nayani Bhimji Nanji
Nayani Rameshkumar Nanji
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.224/ Paiki 2 |
| (3) Kantilal Ramji Padmani
Shankarlal Ramji Padmani
Natvarlal Ramji Padmani
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.233/ Paiki 1 |
| (4) Valani Veljibhai Premjibhai
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.233/ Paiki 2
and 3 |
| (5) Kantilal Premji Valani Patel
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.233/ Paiki 4
and 5 |
| (6) Valani Mawji Manji,
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.235/ Paiki 1 |
| (7) Kantilal Hirji Valani Patel
Mohanlal Hirji Valani Patel
Chandulahirji Valani Patel
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.235/ Paiki 2 |
| (8) Valani Vishram Manji
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.235/Paiki 3 |
| (9) Sodha Karshanji Amarsingji
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.106 |
| (10)Gangaram Kanji Patel
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.283/1 |
| (11)Bhanji Khimji Patel
Vasantlal Khimji Patel
Babulal Khimji Patel
Dinesh Khimji Patel
Kantilal Khimji Patel
Res. Angiya, Ta.Nakhtrana | | Village :- Angiya Tal. Nakhtrana S.No.297/1 |

Deputy
Collector
Nakhtran -
Kutch



- | | | |
|--|---|---|
| (12) Devjibhai Shivji Dayani
Rameshbhai Shivji Dayani
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.306/3 |
| (13) Ashwin Parbat Dayani
Manoj Parbat Dayani
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.306/3 |
| (14) Amritlal Vinod Parsia
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.303 |
| (15) Laxmidas Akheraj Patel
Jayantilal Karshan Patel
Bhagwandas Manilal Patel
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.320 |
| (16) Jagdish Kumar Karshan Limbani
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.325/1 |
| (17) Limbani Nanabai Meghji
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.357/2 |
| (18) Shantilal Mavji Patel
Premji Mavji Patel
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.358 |
| (19) Jivaraj Mavji Nathani
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.8/1 |
| (20) Mohan Shivaji Patel Nathani
Darshan Mohanlal Patel
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No.4 |
| (21) Navin Nanji Raiyani
Res. Angiya, Ta.Nakhtrana | } | Village :- Angiya Tal. Nakhtrana S.No. 80/1 |

Deputy
Collector
Nakhtran -
Kutch.

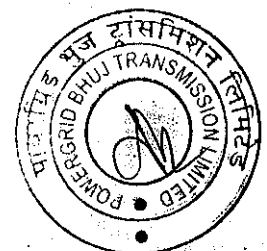
Opponent...

Subject :-

In the matter of granting approval for laying of power line as per Indian Telegraph Act 1885 and Indian Electricity Act 1910, obstructed by the farmers of Kota Jadodar village of Nakhtrana taluka while installing 765 KV Bhuj to Bhuj transmission power line.

Reference:

1. Section-16(1) of Indian Telegraph Act 1885
2. Guide line issued by Ministry of Power, Government of India dated 03/07/2015 - 15/10/2015
3. Government of Gujarat Department of Energy and Petrochemicals, Gandhinagar Resolution No.: GET-11-2015-GOE-199-5 Dated 14/08/2017
4. Collector of Bhuj-Kutch Order No. Meji/ Poll-1/Powergrid/Case/Rights/10/2020 Dated 23/10/2020
5. Collector of Bhuj-Kutch Order No. Meji/ Poll-1/Powergrid/Case/Rights/10/2020 Dated 23/10/2020



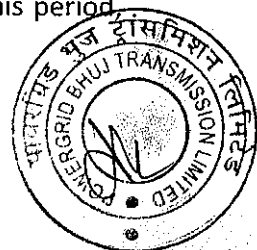
6. Here Letter No.Jaman Powergrid/Compensation Case Completion 2020 dated 11/01/2021
7.Letter No.II/PBTL/TLC/COMPENSATION/511 dated 15/01/2021 of Powergrid Bhuj Transmission Ltd.

Introduction:-

Briefly, the facts of this case work are that, the petitioner of this work has submitted a letter under (1) before the District Magistrate of Bhuj-Kutch. District Magistrate of Bhuj-Kutch has been entrusted with the power to try power line cases by the order referred to (4). As per the petitioner's submission under reference (6), the work of establishing 765 KVDC Bhuj-Lakdia-Bhuj transmission has been undertaken. The petitioner of the work has proposed to fix the price of the land for compensation by making a representation that the work of surveying of the power line is being obstructed by the farmers of **Angiya, Beru, Orira** village of Nakhtrana Taluka coming in this line route.

Considering the above proposal, the resolution dated 14/08/2017 of the Department of Energy and Petrochemicals of the Government is verified in detail and how much compensation is payable to the said shareholders, as per their letter dated 09/06/2020 from PowerGrid with reference (2) to the Government of India guidelines and the Department of Energy and Petrochemicals, Government of Gujarat, Gandhinagar is bound to pay compensation as per the provisions of the said reference (3). A meeting of the concerned farmers and company representatives was held here on 28/12/2020 and 07/01/2021 in which the farmers have protested against the work as the compensation for this work is very low as per the resolution of the government and It has been over three years since the compensation received by the farmers earlier at the time of powergrid line. Proposed to pay more compensation than that. When the company stated that they are obliged to pay the compensation according to the provisions of the said reference (2) and (3). Accordingly, the power line cannot be changed to another route due to technical reasons. The applicant company has agreed to pay compensation for the loss of land and standing crops as per rules and the purpose of the proposed power line being laid by the applicant company is to maintain the continuity of power supply. On the basis of which the power line has to be built according to its determined route and mechanically so as not to harm anyone. As this plan touches the public interest, it seems imperative to give permission to lay the proposed power line in the public interest so that power supply is regularly and continuously provided to the farmers for the purpose of home consumption, commerce and industry and for agriculture in view of the development of the nation. Also, it is necessary that the farmers get the compensation of locally grown crops under Article-10(d). For the loss of standing crops during the construction of the power line, the power company has to get the local standing crop Panchnama and pay appropriate compensation. According to Reading -(3) The District Magistrate concerned shall compensate the farmers for the loss of their land by 85% of the jantri value per square meter of that land for the tower badge area (between the four bases) and It is advised that the payment of compensation has to be decided accordingly 7.5% of the jantri value for the rest of the ROW corridor. In this regard, the parties have been given time for hearing on 28/12/2020 and 07/01/2021. During this period,

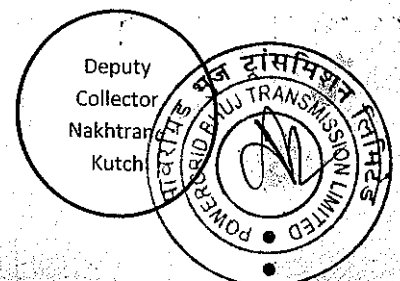
Deputy
Collector
Nakhtran -
Kutch



the representative of the applicant company was present and the farmers were present on behalf of the respondent. During the hearing, the respondent submitted that through Powergrid, Tajvij has offered to install power poles and power lines in privately owned agricultural lands. As per the resolution of the government, the compensation received for this operation is very low and there is opposition to the operation. Accordingly it has been submitted in writing that horticulture is being done in the boundary of the village, there are cow buffalo stables in the boundary. Irrigated farming is done. There is grazing area, the environment is damaged, the compensation is very low. This land cannot be cultivated. And the value of the land is reduced by 50 percent. So it is proposed to allow installation of power line after payment of satisfactory compensation. The petitioner company has sought an order regarding the compensation of land loss as per the provisions laid down by the Government. In the case of farmers of Palanpur Badi village against Powergrid Company, District Magistrate of Kutch-Bhuj order No. Maji/Poi/Power line/PalanpurBadi/2017 dated 28/08/2017 ordered to paying Rs.900/- per square meter for land cut and 950/- per square meter for irrigated land and ordered by paying compensation at the rate of 15 percent of the prescribed rates of land value for the corridor.

As per para-1 of the resolution referred to (3) of the Government, provision has been made for calculating the compensation payable by taking the prevailing online jantri rates of the Government of the time and place as a criterion, wherever necessary, for the assessment of the value of the land. Online jantri prices are as of 2011, in the current situation it seems appropriate to increase the prices to provide affordable compensation to the farmers. At present, among the disputed land of the village, the highest jantri rate is **Rs.30**. In view of the fact that the farmers will get proper compensation and power lines can also be established for power supply, the farmers involved in this case will also be given Rs.900/- (nine hundred) per square meter of cut land and Rs.950/- per square meter of irrigated land (Nine hundred and fifty) times to the concerned land owner/farmers 85 percent of the land value of tower dependent area (the part between the four bases of the tower) due to the installation of transmission tower/structure and ROW CORRIDOR (width of transmission lines) According Reference (3) to the provisions 7.5 percent of the land is to be paid as compensation. Earlier Powergrid Company has paid 15 percent compensation of the fixed amount for reduction of land value due to ROW CORRIDOR (width of transmission line lines) in other villages of Kutch district And in the present case also compensation is said to be given accordingly.

In this regard, after receiving information from PowerGrid through the letter with reference (6), the authorized officer of the PowerGrid Company stated in their letter with reference (7) that the PowerGrid Company is entitled to pay compensation of 15 percent of the land value as ROW corridor before the implementation of the resolution dated 14/08|2017 of the Government of Gujarat. is Also in the present case also 7.5 percent as per the resolution dated 14/08|2017 of the Government of Gujarat and the resolution of 2015 of the Central Government and the agreement to pay additional 7.5 percent as compensation (EX.GRATIA) taking into account the compensation



payment made to PowerGrid in the previous case. A total of 15 percent of the article compensation is payable as indicated.

Powergrid's letter under reference (5) shows their agreement to pay 15 percent compensation. As the same route is applicable in the cases presented, payment is required accordingly.

Whereas, as per the provision of section-10 and 16 of the Indian Telegraph Act-1885 and the resolution dated 14/08/2017, the concerned mamaltdar has to determine the compensation for the loss of standing crops and trees in the work of the transmission line. The applicant company has to inform the concerned in writing about the payment of the said loss compensation amount to the concerned.

This, in view of the above 2 views and working papers, it is hereby decreed that the amount received from reference (4) under section-16(1) of the Indian Telegraph Act-1885 by reference-(4) is as follows.

::Order::

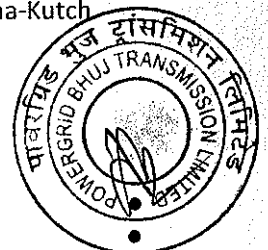
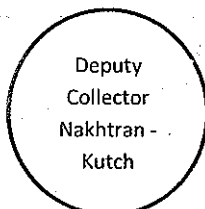
Reading of Powergrid Bhuj Transmission Limited – To pay 85% compensation for the loss of land for tower base work as per the proposal of the farmers concerned for establishing the transmission line as per application (1) and the resolution as per reference (2) and (3), Also 7.5 percent as per provision of reference (3) as compensation for loss due to ROW Corridor and additional 7.5 percent (EX.GRATIA) as per agreement with reference (7) to pay total compensation of 15 percent to **Angiya, Beru, Orira** village of Nakhtrana Taluka and The land value of village is Rs.900/- (Rupees Nine Hundred) per square meter for cut land and Rs.950/- (Rupees Nine Hundred and Fifty) per square meter for irrigated land, as well as compensation for loss of standing crops at such rate as may be fixed by the concerned Mamlatdar. The agriculturists are ordered to pay compensation as per the provisions of the resolution under reference (3). And according to the application of PowerGrid Bhuj Transmission Limited, the farmers belonging to Nakhtrana Taluka will not create any obstacle in the installation of 75 KVDC Bhuj-Lakdia-Bhuj transmission power line and will not prevent the contractor from doing/doing this work, if necessary, as per the request of the applicant of this work. The Superintendent of Police, West Kutch-Bhuj is directed to provide police protection at the applicant's expense.

In addition, the said compensation should be paid only to the farmer owner, the applicant company has to ensure that the compensation is paid after obtaining sufficient proof of possession from the Mamlatdar of Nakhtrana, whose land is not included in the map.

Communication of the order to the parties.

Today, January 17, 2021, the order was issued with my signature and the seal of the court.

(Dr. Mehulkumar Barasara)
Sub Divisional Magistrate
Nakhtrana-Kutch

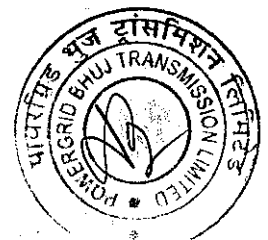


Notification of copy dispatch and enforcement:-

1. Superintendent of Police, West Kutch, Bhuj-Kutch.
- 2., Towards Mamlatdar of Nakhtrana, Mamlatdar office,....
3. Deputy Superintendent of Police, Nakhtrana Division, Nakhtrana-Kutch.
4. Deputy General Manager of
Powergrid Bhuj Transmission Ltd.
Plot No.1PO, Swaminarayanagar,
Kodki Road, Bhuj, Ta.Bhuj-Kutch
5. To the concerned farmers...
6. Talati Mantri, Kotda Jadodar, Jadodar Gram Panchayat, Taluk Khatrana-Kutch.

Copy courtesy mail:-

District Magistrate, Magisterial Branch, District Service Sadan, Bhuj-Kutch



ANNEXURE - 10

पावरग्रिड भुज ट्रांसमिशन लिमिटेड

(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

Ref. NO.: WRTS-II/PBTL/ 661

DATE: 15.02.2021

As per Distribution List over leaf

Sub.: Transmission system for providing connectivity to RE projects at Bhuj II (2000 MW) in Gujarat (Bhuj-II): Notice being issued under clause 12.3 of Transmission Service Agreement for "Change in Law" caused due deviation in rate of land and percentage of rate permissible for line corridor area for Transmission Line passing through Kutch District.

Ref.: Transmission Service Agreement (TSA) dated 23/04/2019 – 765/400/220 kV Bhuj II Sub Station & Reconfiguration of 765 kV D/c Bhuj PS- Lakadia Line.

Subject Transmission System is being executed by POWERGRID BHUJ TRANSMISSION LIMITED (PBTL) and is governed by Transmission Service Agreement (TSA) signed between PBTL and Long-Term Transmission Customers (LTTCS).

In line with TSA, notice is hereby given under Article 4 2.3 of TSA consequent upon "Change in Law" caused due to deviation in rate of land and percentage of rate permissible for line corridor area for Transmission Line passing through Kutch District (in Gujarat).

As per Order GET-11-2015-GOI-199-K Dated 14th August 2017 from Energy & Petrochemical Dept, Government of Gujarat, rate for compensation towards "damages" as stipulated in section 67 and 68 of the Electricity Act, 2003 (read with Section 10 and 16 of Indian Telegraph Act, 1885) which are in addition to the compensation towards normal crop and tree damages are as follows:-

- (i) Compensation @ 85% of land value is to be provided as determined by District Magistrate or any other authority based on Jantri rate for tower base area (between four legs) impacted severely due to installation of tower/pylon structure.
- (ii) Compensation towards diminution of land value in Right of Way (RoW) Corridor due to laying of transmission line shall be @7.5% of land value as determined based on Jantri rate

But due to heavy constraints from Villagers of Taluka-Nakhatrana and Bhuj in Kutch District, who are not accepting the Jantri rate for this calculation as it is too old therefore, they are demanding Compensation towards diminution of land value in Right of Way (RoW) Corridor due to laying of transmission line @15% of maximum possible rate as decided by District Magistrate/Sub Divisional Magistrate.

Accordingly, orders have been issued by Sub Division Magistrate, Nakhatrana for villages under Nakhatrana Taluka mentioning consideration of rate of 900/950 Rs. Per Sqm for Unfertile and Fertile land respectively. Orders also says that Compensation towards diminution of land value in Right of Way (RoW) Corridor due to laying of transmission line @15% shall be applicable.

Imposition of above new requirement by the approving authority in our Reconfiguration of Bhuj PS – Lakadia PS 765 kV D/C line so as to establish Bhuj-II – Lakadia 765 kV D/C line as well as Bhuj

ऑफिस : प्लॉट नं-150, स्वामीनारायण नगर, कोडकी रोड, तालुका-भुज, जिला-कच्छ (गुजरात)-370001, ई-मेल: tbcg.pbtl@gmail.com मो.नं.: 07226994838.
Office : Plot No.-150, Swaminarayan nagar, Kodki road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcg.pbtl@gmail.com Mo. No.: 07226994838.

केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.
Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.

पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष: 26560121, सीआइएन: L40101DL1989601038121.
Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989601038121.
Website: www.powergridindia.com



पावरग्रिड भुज ट्रांसमिशन लिमिटेड

(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

- Bhuj-II 765 kV D/c line associated with Transmission system for providing connectivity to RE projects at Bhuj-II (2000 MW) in Gujarat (Bhuj-II) involves financial implications. The excess expenditure requirement shall be known only after work is completed/ executed and payments are made.

The above-mentioned excess expenses to be incurred against Reconfiguration of Bhuj PS - Lakadia PS 765 kV D/C line so as to establish Bhuj-II - Lakadia 765 kV D/C line as well as Bhuj - Bhuj-II 765 kV D/c line associated with Transmission system for providing connectivity to RE projects at Bhuj-II (2000 MW) in Gujarat (Bhuj-II), for deviation in rate of land and percentage of rate permissible for line corridor area for Transmission Line passing through Kutch District shall be furnished in due course of time.

Thanking you,

Enclosed: As above
Distribution: Over leaf

Yours faithfully,

K.B. SUBRAMONIAN

CHIEF EXECUTIVE OFFICE/PBTL/BHUJ

Distribution:

1. Chief Engineer
Power System Project Monitoring Division
Central Electricity Authority
Sewa Bhawan, R.K.Puram, Sector - 1,
New Delhi - 110 0661.

1. Dy. General Manager
Adani Green Energy Limited
Adani House, 4th Floor,
South Wing, Shantigram, SG Highway, Ahmedabad 382 421

2. Director
Netra Wind Private Limited
B 504, Delphi Building, Orchard Avenue Sector No 3,
Hiranandani Business Park, Hiranandani Garden
Powai Mumbai City MH IN 400076

ऑफिस : प्लॉट नं-150, स्वामीनारायण नगर, कोडकी रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tccb.pbti@gmail.com मो.नं.: 07226994838.
Office : Plot No.-150, Swaminarayan nagar, Kodki road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tccb.pbti@gmail.com Mo. No.: 07226994838.

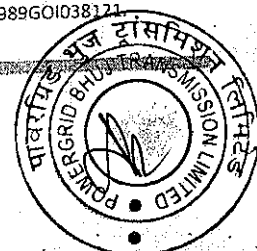
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.

Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.

पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारिया सराय, नई दिल्ली-110 016. दूरभाष: 26560121, सीआईएन: L40101DL1989G0I038121.

Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989G0I038121

Website: www.powergridindia.com



पावरग्रिड भुज ट्रांसमिशन लिमिटेड

(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

3. Chief Executive Officer
Adani Green Energy Limited
Adani House, 4th Floor,
South Wing, Shantigram, SG Highway, Ahmedabad 382 421

4. Sitec Kabini Renewable Private Ltd
507-508, Ashoka Estate
24, Barakhamba Road,
New Delhi – 110001

5. Director
Srijan Energy Systems Private Limited
EL Tara Orchard Avenue, Hiranandani Garden
Powai MUMBAI – 400076.

Srijan
15/02/2024

ऑफिस : प्लॉट नं-150, स्वामीनारायण नगर, कोडकी रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcb.pbt@gmail.com मो.नं.: 07226994838.
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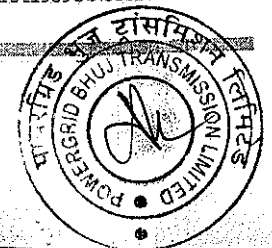
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.

Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.

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Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121.

Website: www.powergridindia.com



ANNEXURE - 11

File No.6-GJA012/2020-BHO

I/2667/2020

भारत सरकार / GOVERNMENT OF INDIA

पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय

MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE

क्षेत्रीय कार्यालय भोपाल/ Regional Office, Bhopal

"केन्द्रीय पर्यावरण भवन" "Kendriya Paryavaran Bhavan, E-5, रविशंकर नगर/Ravishankar Nagar,

भोपाल (म.प्र.)/Bhopal-462016 (M.P.)

Phone No. 0755-& 2466525, 2465496 फैक्स नं. @Fax No. 0755-2463102/ अणुडाक /E-mail: rowz.bpl-mcf@nic.in

File No. 6-GJA012/2020-BHO

Date : 30/09/2020

To,

The Additional Chief Secretary (Forests)
Govt. of Gujarat
Sachivalaya, Gandhinagar
Gujarat.

Sub: Diversion of 95.6684 ha Reserved/Protected Forest land for construction of reconfiguration of Bhuj PS-Lakadia PS 765 KV D/C line so as to establish Bhuj-II-Lakadia 765 KV D/C line as well as Bhuj-Bhuj-II 765 KV associated with Transmission System for providing connectivity to RE projects at Bhuj-II (2000-MW) of Kutch District in favour of Chief Manager, Power Grid Corporation of India Ltd., Bhuj, Gujarat.

Ref: Minutes of REC Meeting letter No. 6-REC10/2014-BHO/Part-II/868 Dated 23/09/2020.

Sir,

I am directed to invite a reference to your letter No. FCA-1020/3-11/20/S.F-171/F dated 10.09.2020 on the above mentioned subject seeking prior approval of the Central Government under Section – 2 of the Forest (Conservation) Act, 1980.

The proposal was duly considered and approved by the Regional Empowered Committee in its meeting held on 22/09/2020 for issuance of in-principle approval. Therefore, the undersigned, on behalf of the Central Government, conveys **In-Principle Approval (Stage-I)** for diversion of 95.6684 ha Reserved/Protected Forest land for construction of reconfiguration of Bhuj PS-Lakadia PS 765 KV D/C line so as to establish Bhuj-II-Lakadia 765 KV D/C line as well as Bhuj-Bhuj-II 765 KV associated with Transmission System for providing connectivity to RE projects at Bhuj-II (2000 MW) of Kachchh District in favour of Chief Manager, Power Grid Corporation of India Ltd., Bhuj, Gujarat subject to the following terms and conditions:-

Specific Conditions:

1. Legal status of the forest land shall remain unchanged.
2. Forest land shall be handed over to the user agency only after required non-forest land for the project is handed over by the user agency.
3. **Compensatory Afforestation :**
 - a) Compensatory Afforestation shall be taken up by the Forest Department over **192.00 ha** degraded forest land at Survey No. 151/Pt, Village-Naranpar, Taluka-Nakhtrana, District-Kutch at the cost of the User Agency. As far as possible, a mixture of local indigenous species shall be planted and monoculture of any species may be avoided.
 - b) Medicinal Plants Plantation shall be taken up by the Forest Department over **94.731 ha** degraded forest land at Survey No. 554/Pt, 22/Pt, 36/Pt, Village-Nirona, Medisar, Akadna, Taluka-Nakhtrana, District-Kutch at the cost of the User



File No:6-GJA012/2020-BHO

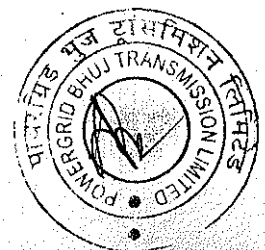
I/2667/2020

Agency. As far as possible, a mixture of local indigenous species shall be planted and monoculture of any species may be avoided.

- c) Total No. of sapling to be planted shall be not less than 3,18,558 nos. $\{(192.00 + 94.731) \text{ i.e. } 286.731 \text{ ha} \times 1111\}$ in CA land. The composition of saplings (number of species-wise) to be planted in the CA land shall be as per National Forest Policy and as per CA scheme submitted vide Govt. of Gujarat letter No. FCA-1020/3-11/20/SF-171/F dated 10.09.2020 and record shall be kept.
- d) The standard size sapling (minimum height & minimum collar girth and maximum sturdiness quotient species wise) as approved by the State Govt. and as per specification in CA scheme submitted by Govt. of Gujarat letter No. FCA-1020/3-11/20/SF-171/F dated 10.09.2020 shall be planted in the selected CA land.
- e) The height and collar girth (species wise) shall be measured & recorded at the time of plantation and in November of plantation year. Further, data of height, collar girth and survival percentage (species wise) twice a year (April & November month) shall be recorded & records shall be maintained.
- f) The Sturdiness Quotient of the plants at the time of plantation shall not be more than 7.

$$\text{The Sturdiness Quotient} = \frac{\text{The height of plant (cm)}}{\text{The collar diameter (mm)}}$$

- g) All the live stumps and pollards having girth at ground level ≤ 90 cm and having coppicing properties present in this CA area shall be dressed from the ground level and girthwise record shall be kept.
- h) The CA plantation shall be taken place before end of 2021 monsoon.
4. The cost of compensatory afforestation at the prevailing wage rates as per compensatory afforestation scheme and the cost of survey, demarcation and erection of permanent pillars if required on the CA land shall be deposited in advance with the Forest Department by the project authority. The CA will be maintained for 10 years. The scheme may include appropriate provision for anticipated cost increase for works scheduled for subsequent years.
5. The user agency shall deposit **Rs. 12,34,91,416/-** (Rs. 8,25,84,641/- for CA + Rs. 4,09,06,775/- for medicinal plantation) in CAMPA fund, New Delhi.
6. **Net Present Value (NPV):**
 - a) The State Government shall charge the Net Present Value (NPV) for the **95.6684 ha** forest area to be diverted under this proposal from the User Agency as per the orders of the Hon'ble Supreme Court of India dated 30.10.2002, 01.08.2003, 28.03.2008, 24/04/2008 and 09.05.2008 in IA No. 566 in WP (C) No. 202/1995 and as per the guidelines issued by the Ministry vide letters No. 5-1/1998-FC (Pt.II) dated 18.09.2003, as well as letter No. 5-2/2006-FC dated 03/10/2006, 5-3/2007-FC dated 05/02/2009 and chapter 3 of handbook 2019 of F(C)A, 1980 & FC Rules 2003 in this regard.
 - b) Additional amount of the NPV of the diverted forest land, if any, becoming due after finalization of the same by the Hon'ble Supreme Court of India on receipt of the report from the Expert Committee, shall be charged by the State Government from the User Agency. The User Agency shall furnish an undertaking to this effect.
7. User agency shall restrict the felling of trees up to **247 numbers** in the diverted forest land and the trees shall be felled under the strict supervision of the State Forest Department and the cost of felling of trees shall be deposited by the user agency with the State Forest Department.



8. All the funds received from the user agency under the project shall be transferred/ deposited to CAMPA fund only through e-portal (<http://parivesh.nic.in/>).
9. The User Agency shall be eligible for the working permission of one year as per the Para 11.2 of FCA Handbook, 2019 and copy of the working permission shall be submitted to this office.
10. The State Govt. shall obtain the Stage-II approval in case of User agency eligible for the working permission of one year as per the Para 11.2 of FCA Handbook 2019. if, *the Stage-II approval is not obtained before the end of working permission, then the State shall stop the work and action shall be initiated under Para 1.21(ii) of FCA Handbook 2019.*
11. The User agency in consultation with the State Forest Department prepare a detailed scheme for creation and maintenance of plantation of dwarf species (preferably medicinal plants) in right of way under the transmission line for execution of the said scheme to the State Forest Department.
12. The user agency at its cost shall provide bird deflectors, which are to be fixed on upper conductor of transmission line at suitable intervals to avoid bird hits.
13. The User Agency shall comply with the guideline for laying transmission lines through forest areas issued by Ministry vide Chapter 10 of FCA, 1980 Handbook 2019.
14. The User Agency shall comply with the Hon'ble NGT order for transmission line dated 07.03.2012.

General Conditions:

1. User Agency shall provide suitable under pass/over pass for free movement of wildlife in and around the forest area in accordance to *Eco friendly measures to mitigate impacts of linear infrastructure on wildlife (2016)*.
2. User Agency shall obtain Environmental Clearance as per the provisions of the Environmental (Protection) Act, 1986, if applicable.
3. The layout plan of the proposal shall not be changed without prior approval of Central Government.
4. No labour camp shall be established on the forest land.
5. The trees with bird nest, reptiles and habitat of wildlife was observed then such trees shall be treated with special care for relocation in the forest land by forest department at the cost of user agency.
6. Sufficient firewood, preferably the alternate fuel, shall be provided by the User Agency to the labourer after purchasing the same from the State Forest Department or the Forest Development Corporation or any other legal source of alternate fuel.
7. The boundary of the diverted forest land shall be suitably demarcated on ground at the project cost, as per the directions of the concerned Divisional Forest Officer.
8. No additional or new path will be constructed inside the forest area for transportation of construction materials for execution of the project work.
9. The period of diversion under this approval shall be co-terminus with the period of lease to be granted in favour of the user agency or the project life, whichever is less.
10. The forest land shall not be used for any purpose other than that specified in the project proposal.
11. The forest land proposed to be diverted shall under no circumstances be transferred to any other agencies, department or person without prior approval of Govt. of India.
12. The user agency shall adhere to all rules, regulations, guidelines & acts enforced by State Govt. and Central Govt. for the proposal.
13. Violation of any of these conditions will amount to violations of Forest (Conservation) Act, 1980 and action would be taken as Para 1.21 of FCA, 1980 Handbook 2019.



I/2667/2020

14. The State Government and user agency shall comply the provisions of the all Acts, Rules, Regulations, guidelines, NGT order & Hon'ble Court Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project.
15. Any other condition that the Ministry of Environment, Forest & Climate Change may stipulate from time to time in the interest of conservation, protection and development of forests & wildlife.
16. The compliance report in letter format of State Govt. of Madhya Pradesh shall be uploaded on e-portal (<http://parivesh.nic.in/>).

After receipt of compliance report on fulfillment of all of the above conditions from the State Government, proposal will be considered for final approval under Section-2 of the Forest (Conservation) Act, 1980 by this office.

The order for transfer of forest land to user agency shall not be issued by the State Government till formal approval order for diversion of forest land is issued by Govt. of India.

(B. Abhay Bhaskar)
Asstt. Inspector General of Forests (C)

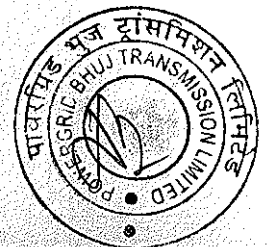
Copy to :-

1. The PCCF & Head of Forest Force, Aranya Bhavan, "CH" Circle, Opposite St. Xaviars High School, Sector-10A, Gandhinagar (Gujarat).
2. The Addl. Director General of Forests (FC), Govt. of India, MoEF&CC, Indira Paryavaran Bhawan, Jor Bagh Road, Aliganj, New Delhi - 110003.
3. The APCCF (L) and Nodal Officer (FC), Aranya Bhavan, Gandhinagar (Gujarat).
4. The DCF, Kutch (West) Division and DCF, Kutch Extension Division, Bhuj, Gujarat.
5. The Chief Manager, Power Grid Corporation of India Ltd., Plot No. 176, "Nilkanth", Ashapura Park, Mundra Road, Bhuj, Kutch-370001, Gujarat.
6. Order file.

(B. Abhay Bhaskar)
Asstt. Inspector General of Forests (C)

Signature Not Verified

Digitally signed by ABHAY
BHASKAR
Date: 2020.09.30 17:43:48 IST



ANNEXURE - 12

पावरग्रिड भुज ट्रांसमिशन लिमिटेड

(पावरग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise.)

Ref. NO. : WRTS-II/PBTL/512

DATE: 16.01.2021

As per Distribution List over leaf

Sub.: Transmission system for providing connectivity to RE projects at Bhuj II (2000 MW) in Gujarat (Bhuj-II): Notice being issued under clause 12.3 of Transmission Service Agreement for "Change in Law" caused due introduction of Bird diverters/ deflectors in the Transmission Line passing through Forests at suitable intervals to avoid bird hits.

Ref.: Transmission Service Agreement (TSA) dated 23/04/2019 – 765/400/220 kV Bhuj II Sub Station & Reconfiguration of 765 kV D/c Bhuj PS- Lakhadia Line,

Subject Transmission System is being executed by POWERGRID BHUJ TRANSMISSION LIMITED (PBTL) and is governed by Transmission Service Agreement (TSA) signed between PBTL and Long Term Transmission Customers (LTCs).

In line with TSA, notice is hereby given under Article 4.2.3 of TSA consequent upon "Change in Law" caused due to introduction of Bird diverters/ deflectors which are to be fixed on upper conductor of Transmission Line at suitable intervals to avoid bird hits. This new requirement is mentioned under clause 12 of Principal approval issued by Ministry of Environment, Forest & Climate Change (Government of India) vide letter reference 6-GJA012/2020-BHO Dated 30.09.2020 (copy enclosed) respectively. Imposition of above new requirement by the approving authority in our Reconfiguration of Bhuj PS – Lakadia PS 765 kV D/C line so as to establish Bhuj-II – Lakadia 765 kV D/C line as well as Bhuj – Bhuj-II 765 kV associated with Transmission system for providing connectivity to RE projects at Bhuj-II (2000 MW) in Gujarat (Bhuj-II) on line involves re-engineering, procurement & implementation activities. The process of re-engineering, procurement, execution for such a large no. of Bird deflectors/ diverters (in the range of 1300 nos. appx.) shall lead to extra time requirement. Further, the total cost of additional 1300 nos. bird deflectors/ diverters shall also be very high. The excess expenditure amount and excess time requirement shall be known only after work is completed/ executed and payments are made.

The above-mentioned excess time & expenses to be incurred against Reconfiguration of Bhuj PS – Lakadia PS 765 kV D/C line so as to establish Bhuj-II – Lakadia 765 kV D/C line as well as Bhuj – Bhuj-II 765 kV associated with Transmission system for providing connectivity to RE projects at Bhuj-II (2000 MW) in Gujarat (Bhuj-II) for installation of bird diverters/ deflectors in line with above approval letters shall be furnished in due course of time.

Thanking you,

Yours faithfully,

K.B. SUBRAMONIAN

CHIEF EXECUTIVE OFFICE/PBTL/BHUJ

Enclosed: As above
Distribution: Over leaf

ऑफिस : प्लॉट नं.-150, स्वामिनारायण नगर, कोडकी रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tccb.pbtl@gmail.com मो.नं.: 07226994838.

Office : Plot No.-150, Swaminarayan nagar, Kodki road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tccb.pbtl@gmail.com Mo. No.: 07226994838.

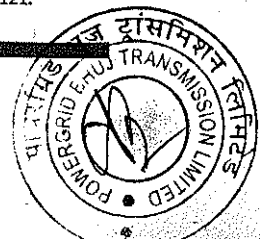
केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.-2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.

Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.

पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कटवारीया सराय, नई दिल्ली-110 016. दूरभाष : 26560121, सीआईएन : L40101DL1989GOI038121.

Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121.

Website: www.powergridindia.com



पावरग्रिड भुज ट्रांसमिशन लिमिटेड

(पावरग्रिड कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड, भारत सरकार का उपक्रम, की 100% पूर्ण स्वामित्व वाली एक सहायक कंपनी)

POWERGRID BHUJ TRANSMISSION LIMITED

(A fully owned subsidiary of POWERGRID CORPORATION OF INDIA LIMITED, Govt of India Enterprise)

Distribution:

1. Chief Engineer

Power System Project Monitoring Division
Central Electricity Authority
Sewa Bhawan, R.K.Puram, Sector - 1,
New Delhi - 110 0661.

1. Dy. General Manager

Adani Green Energy Limited
Adani House, 4th Floor,
South Wing, Shantigram, SG Highway, Ahmedabad 382 421

2. Director

Netra Wind Private Limited
B 504, Delphi Building, Orchard Avenue Sector No 3,
Hiranandani Business Park, Hiranandani Garden
Powai Mumbai City MH IN 400076

3. Chief Executive Officer

Adani Green Energy Limited
Adani House, 4th Floor,
South Wing, Shantigram, SG Highway, Ahmedabad 382 421

4. Sitec Kabini Renewable Private Ltd

507-508, Ashoka Estate
24, Barakhamba Road,
New Delhi - 110001

5. Director

Srijan Energy Systems Private Limited
EL Tara Orchard Avenue, Hiranandani Garden
Powai MUMBAI - 400076.

ऑफिस : प्लॉट नं-150, स्वामीनारायण नगर, कोडकी रोड, तालुका-भुज, जिला-कच्छ (गुजरात) -370001, ई-मेल: tbcb.pbt@gmail.com मो.नं.: 07226994838.

Office : Plot No.-150, Swaminarayan nagar, Kodki road, Taluka-Bhuj, Dist.: Kutch (Gujarat)-370001, Email: tbcb.pbt@gmail.com Mo. No.: 07226994838.

केन्द्रीय कार्यालय: "सौदामिनी", प्लॉट नं.: 2, गुरुग्राम-122001 (हरियाणा) दूरभाष: 0124-2571700-719.

Corporate Office: "Saudamini", Plot No.-2, Sector -29, Gurugram-122001, (Haryana) Tel.: 0124-2571700-719.

पंजीकृत कार्यालय: बी-9, कुतुब इंस्टीट्यूशनल कदवारिया सराय, नई दिल्ली-110 016. दूरभाष : 26560121, सीआईएन : L40101DL1989GOI038121.

Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel: 26560121, CIN: L40101DL1989GOI038121.

Website: www.powergridindia.com





Manish Shah
B.Com., F.C.A.

Yogesh Bhandari
B.Com., F.C.A. DISA(ICA)

Nishadh Dave
B.Com., F.C.A.

Shah & Bhandari
Chartered Accountants

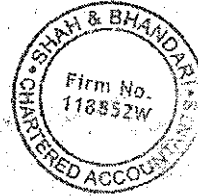
38/101 Gautam Nagar,
Race Course, Vadodra - 390 007
Telefax: +91 265 2359398, 2339727
Email: shahbhandari@gmail.com

CERTIFICATE

This is to certify that Powergrid Bhuj Transmission Ltd. having CIN U40300DL2019GOI346552 and registered office at B-9 Qutab Institutional Area, Katwaria Sarai, South Delhi, New Delhi, Delhi, India, 110016 has incurred additional cost amounting to Rs. 139.95 crores (as per Annexure) due to change in Law and Force Majeure event, the details of which is as per Annexure attached to the certificate.

The certificate is issued at specific request of the company after verifying necessary records provided to us for our verification and which is to be submitted by said company to the Central Electricity Regulatory commission.

For, Shah and Bhandari
Chartered Accountants



Nishadh Dave

Nishadh Dave
Partner

M. No: 147025

UDIN: 24147025BKALIT2672

Place: Vadodara
Date: 23.04.2024



POWERGRID BHUJ TRANSMISSION LIMITED
B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi, 110016
CIN : U40300DL2019GOI0346552

Annexure

Details of additional cost incurred Rs 139.95 Crores due to Change in Law and Force Majeure events under different heads

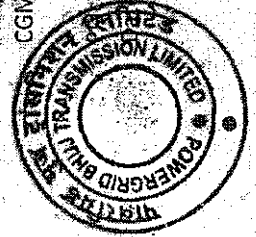
Sl No	Particulars	Total Amount	2020-21	2021-22	2022-23	2023-24	Estimated for 2024-25
1	Land Compensation: Additional cost incurred on account of Increase in Jantri Rate and increase in % of compensation for Line corridor	57.02	2.18	39.56	13.06	0.25	1.97
2	Bird Divertor: Additional Cost due to Installation of Dynamic Bird Flight Diverters in Forest Stretches complying to MOEF guidelines	0.75	0.00	0.67	0.08	0.00	0.00
3	Incidental Expenditure during Construction (IEDC)	19.05	3.13	12.24	3.20	0.07	0.41
4	Interest During Construction (IDC)	63.13	5.14	34.93	23.06	0.00	0.00
	Total	139.95	10.45	87.40	39.41	0.32	2.38

For Shah & Bhandari
 Chartered Accountants
 Firm Regn. No. 118852W



श्री. के. प्रधाण / B. K. Pradhan
 चार्ज्ड अकाउंटन्ट्स / Project Incharge
 पावरग्रिड भुज ट्रांसमिशन लिमिटेड
 POWERGRID BHUJ TRANSMISSION LIMITED

B. K. Pradhan
 CGMF (Bhuj) / Project In Charge-PBTL



Place: Bhuj
 Date: 23 April, 2024

Abhijit B. Rajput
 Chief Financial Officer

Abhijit B. Rajput
 Chief Financial Officer

Place: Vadodara
 Date: 23 April, 2024

अभिजित बी. राजपुत / ABHIJIT B. RAJPUT
 मुख्य वित्तिय अधिकारी / Chief Financial Officer
 पावरग्रिड भुज ट्रांसमिशन लिमिटेड
 POWERGRID BHUJ TRANSMISSION LTD.
 વાડોદરા / VADODARA

