

*Update from the Institute*  
Advanced Management  
Program for Infrastructure,  
Research Projects & Workshops

*Opinion Piece*  
*DND Flyway Verdict - Legal Prism*  
(Continuation of case in focus published in *Infra Now*  
Vol 1, No.5, December 22, 2017)

*Projects Now*  
Infrastructure Projects  
Launched/ Completed

# INFRA NOW

A Quarterly Newsletter by Punj Lloyd Institute of Infrastructure Management, ISB



## Preface

The sixth edition of “Infra Now” provides an update on third batch of the Institute’s flagship program “Advanced Management Program for Infrastructure” and formation of the Special Interest Group (SIG) of Infrastructure. It also provides an update on two new research projects undertaken by the institute. In addition to that, Vignesh, analyst at the Institute, writes on the legal aspects of DND flyway case. This article is second part of the study on DND flyway. Part 1 of the article was published in the last issue of newsletter.

## Highlight

**MoU signed between  
BMW and ISB**

(see page 4)

# Update from the Institute

## EDUCATION

### Advanced Management Program for Infrastructure

( Batch 3rd: First Residency: April 20-29, 2018)

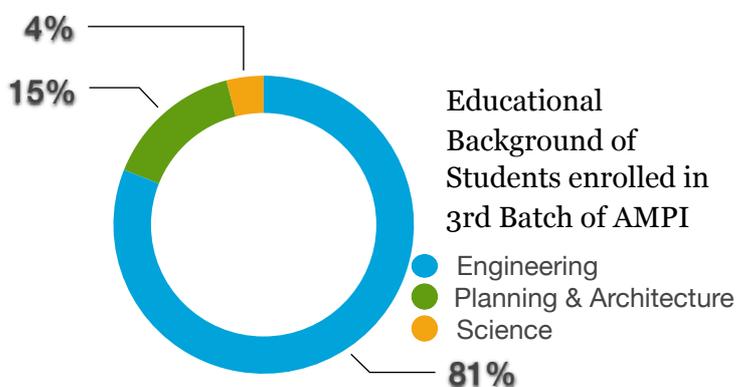
The Leadership Programme for Infrastructure Management (LIM), was renamed Advanced Management Programme for Infrastructure. As a part of this exercise, the content and quality of the course was further enhanced to provide a more contextual understanding of various management areas such as economics, finance, marketing, operations and organisational behaviour along with domain specific courses such as contract management, legal issues and dispute resolution and infrastructure finance. Renaming of the course also corresponds with renaming of other management programs offered by other institutes based at ISB Mohali, campus.

The third batch of AMPI has 27 participants. Participants come from leading public and private enterprises and have different sectoral exposure. In terms of the education background, 81% of the participants are engineering graduates, 15% are planning graduates and 4% have science background. In terms of gender diversity this class has 15% female students which is the highest among the last two batches. Further, international students (NRI) comprise of 12% for this batch, this clearly shows that the programme has made a significant mark for itself within its third year of inception.



First residency of this batch was held from April 20th to April 29th, 2018 at the Mohali Campus. This included their program orientation and core courses such as Negotiations, Marketing, Economics and Managerial Statistics.

The Institute also arranged a series of guest lectures organised for the students on topics such as “Cyber Security for Cloud Generation by Gaurav Aggarwal -CEO- Karaikal Port”, “Growth Opportunities in India”, by Anjani Agrawal Partner -



Advisory Services , E & Y.

## WORKSHOPS & CONFERENCES

### Launch of Special Interest Group for Infrastructure (SIG)

The special interest group for Infrastructure was launched on the 27th of January. The event was attended by the current batch of AMPI participants, Alumni, students from PGP and staff at ISB. SIG gives the alumni status to all the graduates of AMPI & other AMPs.

### Round Table on “Infrastructure Challenges faced and way forward



*Panelists for Round table (from left to right): Dr. Chandan Chowdhury, Manya Ranjan, Dr. O P Agarwal, Athar Shahab, & Professor Ramabhadran Thirumalai.*



*Moderator: Kinshuk Saurabh, Associate Director, PLIIM*

On the day of the launch of SIG a panel discussion on “Infrastructure – Challenges faced and the way forward’ was held. The panelists were Athar Shahab, CEO, Nabha Power; Manya Ranjan, Head, Sterlite Power; OP Agarwal, CEO, WRI; Dr Chandan Chowdhury, Executive Director, Punj Lloyd Institute of Infrastructure Management. The event was moderated by Dr Kinshuk Saurabh, Associate Director, Punj Lloyd Institute of Infrastructure Management.

## RESEARCH

### MOU WITH BMW

The Indian School of Business has entered into memorandum of understanding (MoU) with the BMW India Private limited on May 20, 2018. According to the memorandum, ISB through its Punj Lloyd Institute of Infrastructure Management will do a comprehensive study on 1) Problems faced in increasing the sales of Premium Cars in Domestic Market, & 2) Export of Premium Cars and their components. The study is intended to provide set of policy and tax recommendations for boosting the growth in premium car segment of automobile industry.

### Case in Focus: Sustainable Educational Campus

The Punj Lloyd Institute of Infrastructure Management has started working on the case “Sustainable Educational Campus” with ISB - Mohali campus as an example. The case intends to analyse the ecological footprints in educational campuses and how green technological innovations are contributing in reducing the ecological footprint.

### Article Published: Ranking Indian Cities-The Smart Cities Index

ISB Insight published an article written by the analysts ( Ashish, & Tryambakesh ) in its Jan-Jun 2018 Issue. The article was titled “Ranking Indian Cities- The Smart Cities Index” . Article was based on the project Smart Cities Index, where Institute developed a comprehensive framework for analysing the Indian Cities and published a ranking of 53 million plus cities across various parameters, articles throws some insights into some of the facts from the findings. Full article can be accessed at:

<http://isbinsight.isb.edu/ranking-indian-cities-the-smart-cities-index/>

# DND Flyway Verdict -Legal Prism

BY VIGNESH -ANALYST AT PUNJ LLOYD INSTITUTE.

(Part of 2 article : DND Flyway Verdict – Concessions, Contracts and Consequences , Part 1 was published in INFRANOW VOL 1 ISSUE V)

DND Flyway was the first toll bridge project developed and operated through the PPP model which was at its infancy in India. Considerable interest was generated when the celebrated project landed in trouble years after it began operations. The issues of contention went beyond tolls and included processes of planning and development. This was the motivation behind the institute's interest in a detailed case study. While the part 1 of the coverage on this case (Newsletter - December 2017) gave a synopsis, the part 2 will focus on the legal aspects and what science of thought, reasoning and deduction culminated in the verdict.

The Public Interest Litigation (PIL) expressed FONRWA's (plaintiff) pain points which primarily had to do with NOIDA Toll Bridge Company Ltd.'s (NTBCL) power to impose, realize and even increase the user fee from time to time. This power was vested through the concession agreement which was a negotiated Build-Operate-Transfer deal with NOIDA (Authority) than a more conventional & transparent bidding process. The plaintiff raised objections at the method of calculation of 'Total Project Cost and Returns' which formed the basis of the transfer of project assets to NOIDA and a hefty compensation on forced termination of contract. They contended that it was a clandestine deal done to benefit a private company at the cost of public finances and interests.

The PIL wanted the court to examine if the award of the contract, collection of 'user fee' and the computation of 'Total Project Cost (TPC) and Returns' as per contract are fair, legally sustainable and in accordance with public policy requirements. The court was aware that it can only strike down unfair and unreasonable public contracts that forbids equal bargaining power. It had to think through the scope of interference addressing conflict of interest, compromised terms, means of restoring the contract and decide if the PIL is maintainable by law.

The court assimilated the facts of the case. IL & FS was entitled as per the concession agreement to recover its capital outlays together with interest @ 20% per annum from the date of disbursement of funds till the date of recovery by collection of toll. 'Returns' were formulated by deducting O & M expenses and taxes from the Gross revenues from user fees. As per Section 14.1 of the Concession Agreement, shortfalls in the recovery of returns in a specific financial year as per the formula in Section 14.2 were added to Total Project Cost. The concession also featured term extension 2 years at a time if 'Returns' were not recovered as per agreement.

The court decided to exercise its powers of judicial review using the Article 226 of Constitution of India – Power of High Courts to issue certain writs to examine the case. The court's motivation was to examine the terms relating to potential loss of public finances in case of forced termination of contract and rights of



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commuters/ users. Under the grounds of ‘Public Interest’, the power of judicial review was permissible even in contractual matters. Thus, the court reviewed the concession terms of the contracting parties (IL & FS, NOIDA Authority on behalf of Govt.) through Article 226 without needing a special application or intention to proceed against the parties on those terms by the plaintiff to bring to light the vagaries of the contract. The verdict was delivered answering the key questions as follows:

*1. Whether, in the facts of the case, the selection of Concessionaire is violative of Article 14 of the Constitution of India?*

The court examined the Planning Commission’s report where the author Sheoli Pargal had highlighted the contractual design deficiencies and serious conflict of interest highlighting multiple roles performed by the concessionaire. IL & FS transformed from government owned company during the project’s conception and planning stage to an independent entity enabling execution. It also warned of the potential perpetual nature of contract given its enforced conditions.

The court concluded that the selection of Concessionaire in the facts of the case was violative of Article 14 of the Constitution of India and was found to be unfair and unjust. No supporting documents were provided by NOIDA to justify the need for a negotiated contract deal rather than selection through transparent open bidding process as per law. As per the ‘Doctrine of Equality’ based on Article 14, The Government or an instrumentality of the State while awarding the contract must select the recipient after due advertisement/notice inviting tenders. The doctrine extends to even the distribution of largesse like allotment of land, grant of quota, permit license, etc. by the State and its agencies. This is done to ensure fair and equitable treatment and avoid favoritism or nepotism. Since no efforts were taken to call for bidders it amounted to violation with denial of fundamental rights and equality.

It is only in exceptional cases that the recipient of the contract can be selected without advertisement or notice inviting tender. The State can treat different persons differently if circumstances justify such treatment according to ‘The Doctrine of Classification’. It permits reasonable classifications of persons, objects and transactions by the legislature for achieving specific ends using a rational basis which is non-artificial or evasive fulfilling the ‘Test of Intelligible Differentia’. This process is constantly monitored under watchful eyes of Article 14 on arbitrariness. Consequently, the following question begs an answer.

*2. Whether in the facts of the case, there are exceptional reasons (under Classification Doctrine) for the NOIDA to enter into the Concession Agreement with NOIDA Toll Company and IL&FS?*

The reasons NTBCL and NOIDA disclosed to the Court for not publishing notice inviting tenders in the construction of DND Flyway were (a) at the relevant point of time there was no private player/ institution interested in participating in such road projects, (b) that IL & FS was the proponent of the concept of public private partnership (PPP Model) and was the only agency at the relevant time which could generate money from banks and financial institutions and provide expertise in road infrastructures, and (c) IL & FS was controlled by public sector, since 81% (approx.) of its shares at the relevant time were held by the L.I.C./ Nationalized Banks. However, verifying the facts, the court concluded that IL & FS or NTBCL can have absolutely no experience in the matter of construction of such road projects given its incorporation as an independent entity only during execution of the DND Flyway project and had no prior track record of completed projects at that time. Therefore, the requirement for no advertisement/notice inviting tenders in the facts of the case fell to ground.

*3. Whether the 'User fee' levied and collected by Noida Toll Bridge Company is legally sustainable? If not, what would be its effect on Article 13 (the Clause) of the Concession Agreement?*

The court noted that the power conferred by the Noida authority to the Concessionaire to collect user fee on its behalf as per the Article 13 (Clause) of the Concession Agreement suffered from excessive delegation as it is contrary to the provisions of the U.P. Industrial Area Development Act' 1976. Section 6-A of U.P. Act No. 6 of 1976 did not permit levy of user fee by the Developer. It only permitted collection thereof. This Act was modified later in 1998 after the concession agreement was signed to make amends and grant authority to the developer specifically for the purpose. Hence the right to levy and collect User fee from the commuters as conferred upon the Concessionaire under the Concession Agreement was held to be bad and inoperative in the eyes of law as per 'The Doctrine of Excessive Delegation'. The court stated that "The Regulations 1998 cannot travel beyond the main Section 6-A of U.P. Act No. 6 of 1976 nor can it infuse life to the concessional agreement/contract by giving retrospective operation to the Regulations 1998. Since the base user fee had been determined under the agreement prior to 1998, the plea to support levy of user fee cannot not be legally sustained."

Court declared that "this case is a glaring example of misuse of power by a Public Authority in first entering into the agreement and then framing Regulations to bring the clauses of Agreement with a private person (Company) in line with the legislation to give it a statutory backing. In view of the above, the 'Article 13' of the Concession Agreement suffers from want of legal authority. It is, therefore, held to be bad and liable to be struck down. Resultantly, no User fee/ Toll can be legally levied by the Concessionaire (NTBCL) under the Concession Agreement for using the DND Flyover." Considering the above stance, the court upheld The Public Interest Litigation to be legally maintainable.

*4. Whether the method of calculation of the Total Project Cost and appropriation of the User fee collection under Article 14 (Clause) of the Concession Agreement was unfair? Is the plaintiff right in claiming that the contract design and conditions including Guaranteed returns and Section 18.1 of Concession Agreement – Termination clause were contrary to public interest?*

The parties to the agreement contended that at the time of making of the Concession Agreement, they could neither anticipate nor comprehend the impact of Section 14 of the Concession Agreement with regards to the method of calculating the Total Project Cost. NOIDA claimed that the initial cost had been recovered by the Concessionaire from the tolls collected since 2001. Moreover, if the Project had to be taken back by NOIDA as on March 2012, the NOIDA Authority would have had to pay a whopping Rupees 2339.07 Crores to the Concessionaire as termination/ compensation fee which was a far cry from the project cost calculated at 407.64 crores from February 2001.

The court took refuge on the 'Wednesbury Principles of Unreasonableness/ Doctrine of Irrationality' to be able to judge governmental action (NOIDA) and find inadequacies in contract structure leading to unreasonable public expenditure or inconvenience or losses. The grounds of judicial review of unreasonableness as per the doctrine is "When the decision is as such so unreasonable that no reasonable person on proper application of mind could take or if it is established that there is illegality, irrationality and procedural impropriety".

The court made use of the 'Doctrine of Unconscionable Contract' in contract law that describes terms which would be un-enforceable by law. Terms that are so extremely unjust, or overwhelmingly one-sided in favor of the party with superior bargaining power that it is unconscionable in the light of current business

practices. Accordingly, it was clear that the provisions under Section 18.1 of the Concession Agreement – Termination clause and concept of ‘Guaranteed Returns’ would be unconscionable with significant monetary obligation to NOIDA and result in loss of government revenue.

Court observed that “Certain clauses of the concession agreement are affecting the public at large i.e. commuters who pay toll for the use of a public road in perpetuity due to wrongful arbitrary terms and conditions of the contract”. Since the project asset has been functional for considerable amount of time, they decided to use the ‘Doctrine of Severability’ sighting Section 25.4 of Concession Agreement – Severance of Terms to see that only the offending clauses of the Agreement are severed from the contract leaving the contracting parties to perform their other obligations.

The court said that “The method of calculation of project cost, appropriation of the user fee, and the selection of concessionaire was held as arbitrary, unfair and unjust and hence opposed to Public Policy. The Concession Agreement which guarantees an annual return of 20% of the Project cost and addition of the shortfall in the return of the previous year in the next year, is against public interest at the time of making of the Concession agreement.” On that account, it recommended that Article 14 (Clause) of the Concession Agreement be severed.

*5. Is it fair to retain maintenance obligations with the concessionaire without providing for the right to collect user fee to sustain operations?*

It was evident that the NTBCL which was a listed company at BSE was paying its dividends to shareholders from 2011. Exorbitant expenditure has been made by the Concessionaire on payment of remuneration to key managerial personnel to which the courts did not take a light view. The judges were convinced that the Concessionaire had been recovered not only the cost of construction i.e. the Project Cost but also reasonable profits which were shared with the shareholders in the form of dividends since 2011 and hence they decided to hand over the bridge to NOIDA as per the clauses of the agreement with immediate effect before the transfer date. Despite the violations, it recommended that the contract still be legally valid.

The Doctrine of Frustration shall not apply as it is a case of default of NOIDA itself. The doctrine was developed as a means of dealing with subsequent, unforeseen events which render performance of a contract impossible, or illegal, or which fundamentally change the nature of the contractual obligations undertaken by the parties. It quoted “A contracting party cannot be relieved from the performance of his part of the contract if the frustration of the contract is self-generated or the disability is self-induced.” Therefore, as per the contract, the court justified that the O&M obligations rests with the concessionaire.

## Projects Now

KEY INFRASTRUCTURE CONTRACTS AWARDED AND COMPLETED DURING JAN- MAY 2018.

### Energy

#### **BSPGCL commissions 2 units of Barauni Coal Based Thermal Power Project. With this, 1,000 MW (2x250 MW) capacity of plant commissioned and added to State sector of Bihar**

Bihar State Power Generation Co Ltd (BSPGCL) has commissioned Unit 9 (250 MW) of Barauni Coal Based Thermal Power Project. With this, whole plant of 1,000 MW (2x250 MW) capacity has been commissioned.

#### **Reliance Infra bags EPC order for Kudankulam Phase-II Atomic Project, Order valued at Rs.1,081 crore**

Reliance Infrastructure Ltd has received purchase order of Rs.1,081 crore from Nuclear Power Corpn of India Ltd (NPCIL) for engineering, procurement and construction (EPC) contract for Common Services System, Structure & Components (SSC) package and allied civil works of Unit 3 and 4 of Kudankulam Nuclear Power Project at Tirunelveli District in Tamil Nadu. The contract entails design, engineering, supply, erection, testing and commissioning of SSC package and allied civil works on EPC basis. The project is to be commissioned in 56 months.

#### **L&T receives order from NPCIL to supply Steam Generators and End Shields for 700MWe PHWR**

PHWR to be set up at Gorakhpur Haryana Anu Vidyut Pariyojana (GHAVP) in Fatehabad. Larsen & Toubro Ltd. has received orders worth Rs.747 crore from Nuclear Power Corporation of India Ltd (NPCIL) to supply steam generators and end shields for its indigenously designed 700MWe Pressurized Heavy Water Reactors (PHWR) to be set up at Gorakhpur Haryana Anu Vidyut Pariyojana (GHAVP) in Fatehabad.

#### **Reliance Infrastructure bags EPC order for BoP package of Uppur Thermal Power Project**

Reliance Infrastructure Ltd has bagged an Engineering, Procurement & Construction (EPC) order from Tamilnadu Generation & Distribution Corpn Ltd for Balance of Plant (BoP) package and allied civil works of Uppur Thermal Power Project. The order valued at Rs.3,647 crore is to be completed in 36 months.

#### **GE Power bags order of Rs.309 crore from NTPC to install FGD system at Phase 1 of Telangana STPP**

GE Power India Ltd has bagged an order of Rs.309 crore from NTPC Ltd for installation of Flue Gas Desulphurization (FGD) system at Phase 1 of Telangana Super Thermal Power Project (STPP). The FGD package will be installed in a period of 30 months for Unit-1 and 36 months for Unit-2 from the date of contract.

#### **BHEL bags order from UPRVUNL for 660 MW Supercritical Power Plant Project at Panki in UP**

Bharat Heavy Electricals Limited (BHEL) has bagged an order of Rs.4,400 crore from Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd (UPRVUNL) for setting up a 660 MW Supercritical Power Plant Project at

Panki in Uttar Pradesh (UP) on 2 April 2018. The project will be executed on Engineering, Procurement, Construction (EPC) basis.

### **BHEL bags EPC order for MAHAGENCO's Bhusawal (Unit 6) Power Expansion Project**

Bharat Heavy Electricals Ltd (BHEL) has bagged an Engineering, Procurement & Construction (EPC) order of Rs.2,800 crore for Maharashtra State Power Generation Co Ltd's (MAHAGENCO) Bhusawal (Unit 6) Power Expansion Project.

### **Thermax bags order to setup Three natural gas based co-generation power plants in Haryana & Punjab**

Thermax Ltd has bagged Rs.503 crore from a leading public sector fertilizer company to set up Three natural gas based EPC co-generation power plants of 20 MW capacity each at its facilities in Haryana and Punjab. With the combination of GTGs (Gas Turbine Generator) and HRSGs (Heat Recovery Steam Generator) the project will generate power for captive use. The scope of supply includes design, engineering, manufacturing, construction and commissioning of the co-generation plants. The project is expected to be completed in 22 months.

### **SJVN receives ToR for 163 MW Luhri Stage 2 Hydro Electric project**

SJVN Ltd has received the terms of reference (ToR) for 163 MW Luhri Stage 2 Hydro Electric project on 9 April 2018. The project envisages an investment of Rs.1,882.90 crore including interest during construction (IDC) and financial charges at March 2017 price level. The project is likely to be completed by 2023. This information has been sourced from the website of Ministry of Environment, Forest and Climate Change. Ministry of Power has accorded investment approval for pre-construction activities of Rs.72.478 crore on 16 March 2018. Five aspects of preliminary report/inception report has been submitted to CEA for first consultation meeting is under examination.

## **ELECTRICITY DISTRIBUTION**

### **PGCIL commissions Inter-Regional System Strengthening Scheme for WR and NR Project in March 2018**

Power Grid Corpn Of India Ltd (PGCIL) has commissioned its Inter-Regional System Strengthening Scheme for WR and NR (Part-B) Project in March 2018. An expenditure of Rs.3772.8 crore has been incurred on the project till February 2018. This information has been sourced from the website of CEA, Monthly Progress Report of Inter-Regional/Inter-State Transmission Schemes, as on 31 March 2018.

### **PGCIL commissions Constraints in bays ext. at 400 KV Vemagiri Substation Project in March 2018**

Power Grid Corpn of India Ltd (PGCIL) has commissioned its Constraints in 400 KV bays extension at 400 KV Vemagiri Sub-Station Project in March 2018. An expenditure of Rs.111.5 crore has been incurred on the project till February 2018.

### **L&T Construction bags order from PTCUL for 220 KV D/C Rudrapur-Ghansali-Srinagar transmission line**

L&T Construction has bagged an order from Power Transmission Corpn Of Uttarakhand Ltd (PTCUL) for construction, supply, erection, testing & commissioning of 220 KV D/C Rudrapur-Ghansali-Srinagar transmission line. As per the website of PTCUL, the bids for the transmission line were invited on 16

November 2017 in two packages. Package-I consists of 220 KV D/C line from Srinagar to Ghansali & Package-II consists of 220 KV D/C line from Ghansali to Rudrapur.

## **RENEWABLE ENERGY**

### **NLC India commissions Neyveli Solar Power Project**

NLC India Ltd has commissioned its Neyveli 130 MW Solar Power Project on 1 January 2018. The total project cost works out to be Rs.752.62 crore including Viability Gap Funding (VGF) of Rs.97.50 crore.

### **Amplus Power commissions Chitradurga Solar Power project at Sagitaur solar park**

PPA signed with RB, Honda Motorcycle and Scooter India to supply power from project

Amplus Power Solutions Pvt Ltd has developed 42 MW solar power project called as Nayaka in Chitradurga, Karnataka. The project has been set up at Sagitaur solar park. The project has been commissioned in phases. This information has been sourced from the website of Karnataka Renewable Energy Development Ltd (KREDL). The company will meet the client's electricity needs by supplying solar power produced in its off-site solar park using state transmission. The solar power is supplied under OPEX model wherein client agrees to purchase power at a predetermined tariff. In August 2017, a Power Purchase Agreement (PPA) was signed with Honda Motorcycle and Scooter India to provide 30 MW solar energy. Recently, the company has also signed PPA with RB (Reckitt Benckiser) for 2.4 MW power in March 2018. The company had filed Industrial Entrepreneurs Memorandum (IEM) on 12 January 2017 for 34.3 MW solar power capacity.

### **ACME Vijayapura commissions Malchapur 40 MW Solar Power Project in March 2018**

ACME Vijayapura Solar Energy Pvt Ltd (a wholly owned subsidiary of ACME Solar Holdings Pvt Ltd) has commissioned its Malchapur 40 MW Solar Power Project in March 2018. Unit 1 of the project was commissioned on 23 January 2018. The project was earlier proposed to come up at Ghataprabha village, Gokak taluka in Belgaum (Belgavi) district.

### **Azure Power commissions 40 MW solar power project in Uttar Pradesh**

Azure Power has announced the commissioning of a 40 MW solar power project in the state of Uttar Pradesh. Spread across an area of 225 acres, the project has been set up under the government's National Solar Mission Phase-II Batch-III Tranche III. The project was auctioned by Solar Energy Corporation of India (SECI). The company will supply power to SECI for the next 25 years at a levelized tariff of Rs.4.92 per KWh, which is inclusive of Viability Gap Funding (VGF). Project set up under National Solar Mission Phase-II Batch-III Tranche III

### **Oil India commissions 52.5 MW Gujarat & Madhya Pradesh Wind Power projects**

Oil India Ltd has commissioned its 52.5 MW Gujarat & Madhya Pradesh Wind Power projects in March 2018. Electricity Unit 2 in Kotiya and Unchwas were fully commissioned on 12 January 2018 and 31 March 2018 respectively.

### **MSEDCL awards bids to six developers for 1,000 MW Ujjani Dam Floating Solar PV Power Project**

Maharashtra State Electricity Distribution Co Ltd (MSEDCL) has awarded bids to six developers for 1,000 MW Ujjani Dam Floating Solar Photovoltaic (PV) Power Project. These include JLT Energy India Pvt Ltd (20 MW), Mahoba Solar (UP) Pvt Ltd (200 MW), Renew Solar Power Pvt Ltd (250 MW), ACME Solar

Holdings Ltd (250 MW), Tata Power Renewable Energy Ltd (150 MW) & Azure Power India Pvt Ltd (130 MW).

### **Renew Solar Power bags 300 MW solar power project from KREDL**

Renew Solar Power Pvt. Ltd. has received Letter of Award (LoA) from Karnataka Renewable Energy Devp Ltd (KREDL) to set up 300 MW (6 x 50 MW) solar power project at Pavagada Solar Park. Six units will be set up in Block No.01,02,03,06,10, & 13 of the park. Power from the units will be supplied at a rate of Rs. 2.91 per unit to Gulbarga Electricity Supply Co Ltd (GESCOM), Bangalore Electricity Supply Co Ltd (BESCOM) and Hubli Electricity Supply Co Ltd (HESCOM). In January 2018, KREDL had invited bids for 1,200 MW capacity. Of which 550 MW has been awarded to solar power developers. Short term bids for remaining 650 MW was invited in April 2018. Six units of 50 MW each to be set up at Pavagada Solar Park

### **L&T receives order from SB Energy to set up 100 MW solar plant at Bhadla Phase 3 Solar Park**

Larsen & Toubro Ltd (L&T) has received order from SB Energy One Pvt Ltd, of Soft Bank Group, to set up a 100 MW (AC) solar photo-voltaic power plant at Bhadla Phase 3 Solar Park in Rajasthan.

### **Torrent Power bags order to set up 124.4 MW wind power project in Maharashtra**

#### **Emerges as winner under reverse e-auction for wind power projects held by MSEDCL**

Torrent Power Ltd has bagged an order to set up 124.4 MW wind power project in Maharashtra under reverse E-Auction for wind power projects held by Maharashtra State Electricity Distribution Co Ltd (MSEDCL) on 06 March 2018. The project shall be commissioned within 18 months from execution of power purchase agreement.

### **Inox Wind bags 100 MW wind power project in SECI-IV auction**

Inox Wind Ltd has bagged an order from Solar Energy Corpn Of India (SECI) to set up 100 MW wind power project in Kutch region of Gujarat under SECI-IV auction. The bid was won at a fixed price of Rs. 2.51 per unit for 25 years. The project will be commissioned in 12 - 18 months. Company will supply, erect & commission its advanced 2 MW Wind Turbine Generators (WTGs) & responsible for the development, construction and long term operations & maintenance services. Company to develop project in Kutch region of Gujarat

## **RAILWAY TRANSPORT INFRASTRUCTURE**

### **L&T bags EPC contract to construct 222 km long Khurja-Pilkhani section of Eastern DFC project**

L & T Construction has bagged an Engineering, Procurement and Construction (EPC) contract of Rs. 2,864 crore from Dedicated Freight Corridor Corpn Of India Ltd (DFCCIL) for constructing 222 km long Khurja-Pilkhani section of Eastern High Speed Freight Corridor project. The scope of work includes construction of single railway track including yards, 75 major & 588 minor bridges, 1 rail over bridge modification, 4 rail flyovers, 21 stations along with construction of all associated works.

### **Reliance Infrastructure receives LoA from MMRDA for construction of Metro-4 project Contract worth Rs.1,584 crore**

Reliance Infrastructure Ltd has received the Letter of Award (LoA) from the Mumbai Metropolitan Region Development Authority (MMRDA) for contract of Rs.1,584 crore for the construction of Wadala-Ghatkopar-Thane-Kasarvadavali Metro Rail Project (Metro 4). The company had participated in the tender for Engineering, Procurement and Construction (EPC) contracts in a joint venture with ASTALDI SPA, Italy. The scope of work includes part design and construction of elevated viaduct and elevated stations (excluding architectural finishing and pre-engineered steel roof structure of stations) of the project.

### **J K Infraprojects receives LoA worth Rs.222.33 crore from MMRC for Pune Metro Rail Phase 1 project**

J Kumar Infraprojects Ltd has received Letter of Acceptance (LoA) worth Rs.222.33 crore from Maharashtra Metro Rail Corporation Ltd (MMRC) for construction of underground shafts for tunneling of Agricultural College and Swargate metro station and multi model integration at Sargate metro station and R&R facilities for Pune Metro Rail Phase 1 project.

### **MEGA awards order of Rs.579 crore to Siemens for electrification of Ahmadabad- Gandhinagar Metro**

Metro Link Express For Gandhinagar Ahmedabad Co Ltd (MEGA) has awarded an order of Rs.579 crore to Siemens Ltd and Siemens AG for electrification of the 39.2 km Ahmadabad-Gandhinagar Metro Rail Project Phase-I. The company will also provide a SCADA (supervisory control and data acquisition) system for monitoring and controlling the traction power.

### **ARSS awarded with order of Rs.121.09 crore for constructing major bridges on Jaroli- Jakhapura Line**

ARSS Infrastructure Projects Ltd has been awarded with an order of Rs.121.09 crore for execution of balance works for construction of major bridges (excluding the work of bridge superstructures of steel open web and composite girders) of bridge number 24, 43, 58, 66, 97, 194, 317, 319, 326, 341, 348, 352, 355, 367 & 390 in connection with doubling between Jaroli (incl.) and Jakhapura (incl.) (170.903 km) of Banspani-Daitari-Tomka-Jakhapura Rail Line Doubling project.

### **GPT Infra bags order for constructing new rail bridge for ER's Manigram-Nimtita DL Rail Line**

GPT Infraprojects Ltd has bagged an order of Rs.129 crore for construction of new rail bridge number 340 on sub-structure with well foundation and pile foundation and supply, assembly, fabricating, and launching of open web steel and plate girder over feeder canal between Ahiron and Sujinipara including earthwork in connection with Eastern Railways' (ER) Manigram-Nimtita Rail Line Doubling project.

## **AIRPORT INFRASTRUCTURE**

### **L&T bags order from AAI for expansion of Chennai Airport**

L&T Construction has bagged order from Airports Authority of India (AAI) for expansion of Chennai Airport. The project will be completed in two phases within stringent time lines and involves the construction of passenger terminal building including basement, finishing works, electro-mechanical works and airport systems.

### **MoEF&CC grants ToR to AAI's Renigunta (Tirupati) Airport Extension project**

Ministry of Environment, Forest & Climate Change (MoEF&CC) has granted Terms of Reference (ToR) to Airports Authority of India's (AAI) Renigunta (Tirupati) Airport Extension project. The work includes extension of apron, runway and isolation bay at an investment of Rs.177.10 crore.

## **ROAD TRANSPORT INFRASTRUCTURE**

### **HCC-Hyundai Devp Corpn (JV) bags contract for Worli-Haji Ali section of Mumbai Coastal Road**

Hindustan Construction Company (HCC) in joint venture with Hyundai Development Corporation has bagged contract from Brihanmumbai Municipal Corpn.(BMC) for construction of Part-A Worli end-Haji Ali section of Princess Street flyover-Bandra (South Phase/Phase-I) of Mumbai Coastal Road project. BMC has divided Phase-I of Coastal Road in three parts. Part-A (Worli end-Haji Ali), Part-B (Haji Ali-Priyadarshini Park) and Part-C (Priyadarshini Park-Marine-Drive). BMC will soon to award contract for Part-A & B. Construction work on Part-A to commence by September 2018

### **Reliance Infra-Astaldi (JV) bags contract for construction of MSRDC's Bandra-Versova Sea-Link**

Reliance Infrastructure Ltd in association with Astaldi has bagged Rs.6,993.99 crore contract for construction of Maharashtra State Road Devp Corpn Ltd's (MSRDC) Bandra-Versova Sea Link along with connectors. The total length is 17.17 km including 9.77 km for main viaduct. The sea link will be completed by 2023. Contract bagged for Rs.6,993.99 crore; Bandra-Versova Sea-Link to complete by 2023

### **ECI Engineering-SRM Contractors (JV) receives LoA for NHIDCL's Chenani-Khanabal Highway project**

ECI Engineering & Construction in JV with SRM Contractors Pvt Ltd has received Letter of Award (LoA) from National Highways & Infrastructure Development Corporation Ltd for construction of Chenani-Kishtwar-Sinthan Pass-Khanabal (NH-244) Two Laning Highway project.

### **NHAI issues LOA to IRB Infra for Hapur Bypass-Moradabad section (NH-9) Highway Project**

Project entails investment of Rs.3,400 crore; To complete by October 2020 National Highways Authority Of India (NHAI) has issued Letter of Award (LOA) to IRB Infrastructure Developers Ltd for Hapur Bypass-Moradabad section (NH-9) Six Lane Highway including Hapur bypass project. The project will be developed at an investment of Rs.3,400 crore and will be completed by October 2020.

### **Vk1 appoints L&T Construction as sub-contractor for Padra-Vadodara Pkg-I of Vadodara-Kim E-Way**

VK1 Expressway Pvt Ltd has appointed L&T Construction as sub-contractor for Padra-Vadodara Package-I of Vadodara-Kim (Phase-1-Part-A) Section of Mumbai-Vadodara (NH-8) Expressway project. The contract has been bagged for Rs.1,425 crore. This information has been sourced from the company's announcement, made to BSE on 23 May 2018. Contract bagged for Rs.1,425 crore

### **L & T bags contract for Aurangabad-Karodi section of NHAI's Aurangabad-Telwadi Highway Project**

Contract bagged for Rs.513 crore Larsen & Toubro Ltd has bagged contract for Aurangabad-Karodi section of National Highways Authority of India's (NHAI) Aurangabad-Telwadi (NH-52) Four-Laning Highway project at contract value of Rs.513 crore. Contract bagged for Rs.513 crore

### **KNR Constructions bags contract for NHAI's Chittoor-Mallavaram (NH-140) Six Laning Highway Project**

KNR Constructions Ltd has bagged the contract for National Highways Authority Of India's (NHAI) Chittoor-Mallavaram (NH-140) Six Laning Highway Project. The contract has been bagged for Rs. 1,730.07 crore. Around 61.128 km of stretch will be developed on Hybrid Annuity mode. The project is scheduled to be completed by September 2020. Bids to appoint contractor were invited in January 2018. Contract bagged for Rs.1,730.07 crore; Project to complete by September 2020

### **Dilip Buildcon receives LoA from NHAI for Bellary-Byrapura (NH-150 A) Highway (Pkg-I)**

Dilip Bildcon has been received Letter of Award from National Highways Authority Of India (NHAI) for construction of Bellary-Byrapura (NH-150 A) Four Laning Highway Project (Package-I of Bellary-Hiriyur). LoA issued for Rs.1313.90 crore

### **L & T Construction bags contract from NHAI for construction of Dwarka Expressway project**

L & T Construction has bagged contract from National Highways Authority Of India (NHAI) for construction of 8 lane Dwarka Expressway from Delhi Haryana Border to Start of Rail Over Bridge, Gurugram. The 7.9 km long stretch is part of (Package-IV) Dwarka Expressway project.

### **Reliance Infrastructure receives LOA for NHAI's Bihar/Jharkhand Border-Gorhar Six Laning Highway**

Reliance Infrastructure Ltd has received Letter of Award (LOA) for National Highways Authority of India's (NHAI) Bihar/Jharkhand Border (Chordaha)-Gorhar (NH-2) Six Laning Highway project (Package-II). The contract was awarded for value of Rs.999 crore. The project is scheduled to commission by August 2020.

## **Punj Lloyd bags contract for NHAI's Tangi-Bhubaneswar (NH-16) Six Laning Highway Project**

Punj Lloyd has bagged contract for National Highways Authority Of India's (NHAI) Tangi-Bhubaneswar (NH-16) Six Laning Highway Project. The contract has been bagged for Rs.806.11 crore. Bids to appoint contractor were invited on 19 January 2018, but it were cancelled and again re-invited on 25 January 2018.

### *About the Punj Lloyd Institute of Infrastructure Management*

The Punj Lloyd Institute of Infrastructure Management is established within Indian School of Business as a specialist Institute to Support the Infrastructure Industry. Its objective is to create top quality management capacity; to undertake research that would find solutions to the problems industry faces and to become a one-stop source for data and information on the industry. The Institute seeks to be the `Go to place` for knowledge and solutions within the infrastructure industry.

For more information log on to [www.isb.edu/pliim](http://www.isb.edu/pliim)

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