



GRIDCO LIMITED

(A Govt. of Odisha Undertaking)

(Formerly Grid Corporation of Orissa Limited)

Regd. Office: Janpath, Bhubaneswar-751022

CIN: U40109OR1995SGC003960

No.: CGM - PP - 16/ 2023/ 349

Date: 10.03.2023

CORRIGENDUM 2

The following corrigendum is hereby issued in regards to the Tender No. GRIDCO/ Tender/ DEEP/ 22-23/ 01 dated 27/02/2023 floated by GRIDCO Ltd. for purchase of power from interstate/intrastate sources on Short Term Open Access basis for the period from 01st April, 2023 to 31st July, 2023:

1. The time table for the bid process is hereby amended as follows:

Sl. No.	Event	Time
1.	Publication of Request for Proposal (RFP)/ Activation of Event	27 th February, 2023 at 12:00 hrs
2.	Last date of submission of RfP bids including EMD	16 th March, 2023 at 16:00 hrs
3.	Opening of non-financial technical bids	17 th March, 2023 at 12:00 hrs
4.	Opening of IPOs	17 th March, 2023 at 15:00 hrs
5.	Start of e-RA	17 th March, 2023 at 16:00 hrs

2. The Clause 16 (ii) (E-Reverse Auction) of the tender document is hereby amended as follows:

"The reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes without any extension. Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid is received which is lower than the prevailing lowest price bid".

3. The part of Clause 10 (Bid Validity Period) of the tender document is hereby amended as follows:

"The offer shall remain valid till 30 days from the date of e-Reverse Auction (e-RA)....."

4. The part of Clause 7 (Submission of Bid) of the tender document with respect to physical submission of bids is hereby amended as follows:

"Bidders shall submit his offer online in electronic formats both for Non-Financial and Financial bids. All the submitted documents should be stamped and signed by authorised persons. However, the EMD must be submitted by the bidders in original in the office of Chief General Manager (PP), GRIDCO LIMITED, Bhoi Nagar, Janpath, Bhubaneswar, Odisha-751022 prior to the last date and time of submission of bid documents."

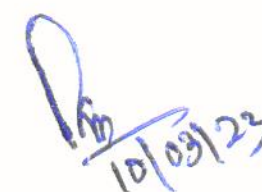
5. With regards to the Bank Guarantee(s) submitted by the bidder in lieu of EMD/ CPG, the same should be in favour of Chief General Manager (PP), GRIDCO LIMITED, Bhubaneswar.

6. The Clause 12 of the General Terms & Conditions (Court Jurisdiction) is hereby amended as follows:

"All differences or dispute between the parties arising out of or in connection with this power purchase arrangement, which fall beyond the appropriate commission under Electricity Act, 2003, shall be governed by Law of India and subject to jurisdiction of Courts situated in Bhubaneswar only to the exclusion of all other courts."

7. A revised **Annexure V (BG Format)** to the tender document is enclosed with this Corrigendum.

8. The Consequential changes, if any, which may be required due to the above, in respect of the original bid document shall be intimated later.


10/03/23

On & Behalf of GRIDCO LTD.

FORMAT OF THE BANK GUARANTEE FOR EMD/ CPG

(To be on Non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)
In consideration of (Insert name of the Bidder) submitting the Bid *inter alia* for power purchase period during the period {Insert Period}, in response to Tender (Ref no-----) issued by **GRIDCO Ltd.** and {Insert Name of the bidder} (Hereinafter called bidder) being a bidder is required to deposit EMD/ CPG as per terms of Tender, having agreed for submission of an irrevocable bank guarantee for **Rupees Figures-----** - **[Rupees words----- Only]**, towards security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

{Name of Bank} ("Guarantor Bank")

Address :- BHUBANESWAR Branch

BANK GUARANTEE NO: { }

DATE: { Date of creation}

Amount: { }

We **{Name & Address of Bank}** (here in after referred to as "Guarantor Bank") hereby agree unequivocally, irrevocably and unconditionally to pay **GRIDCO Ltd.** an amount not exceeding **Rupees {figures--- }/-** **[Rupees { words-----}]** on demand by the GRIDCO Ltd. .

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from **GRIDCO Ltd.** or any representative authorized by it. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rupees {figures --- } - [Rupees {words ----- }]**

The Guarantor Bank do hereby expressly agree that it shall not require any proof in addition to the written demand from **GRIDCO Ltd.** or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to **GRIDCO Ltd.** or its authorized representative.

We, the said bank further undertake to pay to **GRIDCO Ltd.** any money so demanded notwithstanding any disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The Guarantor Bank further agree that the guarantee herein contained shall remain in full force and effect until **{One year after expiry of the transaction}**. **GRIDCO Ltd.** shall be entitled to invoke this Guarantee until **{the date in the preceding sentence}**.

The Guarantor Bank further agree that **GRIDCO Ltd.** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relieved from our liability by reason of any such variation.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at BHUBANESWAR shall have exclusive jurisdiction.

The Guarantor Bank represent 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 **GRIDCO Ltd.** 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 take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by **GRIDCO Ltd.** or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agree and acknowledge that **GRIDCO Ltd.** shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee amount will be remitted to the account of **GRIDCO Ltd.** as mentioned in written demand from **GRIDCO Ltd.**

We {Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of **GRIDCO Ltd.** in writing.

Notwithstanding anything contained herein,

- (i) Our liability under this guarantee shall not exceed **Rupees {figures----} [Rupees words-----]**
- (ii) This bank guarantee shall be valid up to **{One year after expiry of the transaction}**. **GRIDCO Ltd.** shall be entitled to invoke this Guarantee until **{the date in the preceding sentence}**.
- (iii) We are liable to pay guarantee amount or any part thereof under this guarantee only if you serve us a written claim or demand at our office, **{Name and Address of Bank BHUBANESWAR Branch}** within the validity period of this Bank Guarantee. After which the bank shall be discharged from all the liabilities.

Dated :

Place : BHUBANESWAR