



GRIDCO LIMITED
(A Govt. of Odisha Undertaking)
(Formerly Grid Corporation of Orissa Limited)
Regd. Office: Janpath, Bhubaneswar-751022
CIN: U40109OR1995SGC003960

Date: 18.04.2024

CORRIGENDUM 4

The following corrigendum is hereby issued in regard to the Medium Term Tender dated 06/02/2024 floated by GRIDCO Ltd. for purchase of power from interstate/intrastate sources on Medium Term basis for the period of 4 years extendable by 2 years:

Clause 1.1.1 of RFQ to be read as under:

GRIDCO Limited (hereinafter called as "GRIDCO") is a Deemed Trading Licensee under 5th proviso to Section 14 of the Electricity Act, 2003 (hereinafter called as "the Act"). GRIDCO, and supply thereof as per the terms and conditions specified in the Bidding Documents.

Brief particulars of the Project are as follows:

Requisition	Capacity Required (In MW)	Period when supply must commence	Time Period	Delivery Point
RTC	200	01 st June, 2024	4 Years and extendable up to 6 Years*	As per APP
Peak (00:00 to 02:00 hrs and 18:00 to 24:00 hrs)	200			

* the extension beyond 4 years is on mutually agreed basis.

Clause 1.1.5 of RFQ to be read as under:

All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) of such capacity or 25 (Twenty Five) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.

Clause 1.2.1 of RFQ to be read as under:

GRIDCO has adopted a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage (the "e-Tender Stage") of the process involves qualification (the "Qualification") of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document, comprising of RFQ and RFP (the "Bidder"). Prior to submission of the Application, the Bidder shall pay to GRIDCO a sum of Rs 15,000 (Rupees Fifteen thousand) for every 25 MW capacity to be procured, plus applicable taxes @ 18%, as the cost of the Bidding Process. For avoidance of doubt, the illustration is as follows:

For a bid quantum of 25 MW the cost of bidding process will be Rs. 15,000 (Rupees Fifteen thousand only), for bid quantum of 25 MW -50 MW the cost of bidding process will be Rs. 30,000 (Rupees thirty thousand only) and so on. At the end of e-Tender stage, system will send an email to all Qualified Bidders who are eligible

Clause 1.2.8 of RFQ to be read as under:

In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 2,00,000 (Rupees two lakh) per MW of capacity offered by the Bidder (the "Bid Security") for each bid irrespective of RTC or non-RTC bid, refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall GRIDCO and the Bidder from time to time.

Clause 2.2.6 of the RFQ to be read as under:-

An Bidder and/or the Developer (in case the Bidder is a Trading Licencee) should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder and/or the Developer, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder and/or the Developer. Provided, however, that where an Bidder claims that its or the Developers disqualification arising on account of any cause or event specified in this Clause 2.2.6 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to GRIDCO for seeking a waiver from the disqualification hereunder and GRIDCO may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project. For avoidance of doubt, it is clarified that, if the Bidder is bidding from any stressed Project/NPA which it has acquired through the NCLT proceedings, the bidder should ensure that the bid quantum should not be tied up with any beneficiary and additionally, the bidder should submit NOC from each beneficiary of the concerned power station with which it has a tied up quantum prior to the NCLT proceedings.

Clause 2.13.1 of RFQ to be read as under:

Applications should be submitted online latest by 15:00 hours IST on the Bid Due Date, at the DEEP Portal in the manner and form as detailed in this RFQ.

The footnote in Appendix I of RFQ is added as under:

The point no 19:-To be retained only if source of fuel is from Allocated Coal Linkage arranged by GRIDCO.

APPENDIX II Power of Attorney for signing of Application and Bid in RFQ to be read as under:-

.....connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the Utility) including but not limited to signing and submission of all applications.....

Clause 3.2.1 (f) in RFP to be read as under:-

(f) it contains all the information (complete in all respects) as requested in this Section B and/or Bidding Documents (in formats same as those specified);

Clause 3.2.2 in RFP to be read as under:-

GRIDCO reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GRIDCO in respect of such Bid. Provided, however, that GRIDCO may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

Clause 5.1 in RFP to be read as under:-

Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the Lowest Tariff offered to GRIDCO after Bid Stage, in conformity with the provisions of Clause 4.4* shall be declared as the selected Bidder(s) (the "Selected Bidder(s)").

APPENDIX II Power of Attorney for signing of Bid in the RFP to be read as under:-

..... connection with or incidental to submission of our Bid for the ***** Project proposed or being developed by the ***** (the utility) including but not limited to signing and submission of all applications.....

Footnote added to "Agreement for Procurement of Power" as under:-

²The gross generation is to be computed from contracted capacity at delivery point by adding transmission losses, auxiliary consumption upto the generator terminals;

Clause 5.1.2 of the APP to be read as under:-

The Supplier shall [ensure that the Developer shall if Supplier is a Trading Licensee] operate and maintain the Power Station in accordance with the Specifications and Standards and the Maintenance Requirements such that the Availability of the Contracted Capacity of the Power Station is at least 85% (eighty five percent) thereof during [designated hours of*] each year of the Contract Period (the "Normative Availability").

*The words in square parenthesis may be omitted if the procurement of electricity is not to be confined to Designated Hours.

Clause 5.5 of the APP to be read as under:-

The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC of the state other than the state, where GRIDCO is located, for and in respect of all its supplies to GRIDCO.

Clause 6.1.1 of APP to be read as under:-

GRIDCO agrees to provide support to the Supplier and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws and upon written request from the Supplier, and subject to the Supplier complying with Applicable Laws, provide reasonable support and assistance to the Supplier in procuring the Applicable Permits required from any Government Instrumentality for operation of the Project; GRIDCO shall ensure adequate GNA/T-GNA for drawal of power from inter-state transmission system for contracted capacity and under Applicable Laws.

Article 9 of APP footnote to be read as under:-

To be calculated @ Rs. 10,00,000 (Rs. ten lakh) per MW of Contracted Capacity for each bid irrespective of RTC or non-RTC bid.

Clause 10.1 of the APP to be read as under:-

Pursuant to the provisions of this Agreement, the Supplier shall dedicate a capacity of *** MW to GRIDCO as the capacity contracted hereunder [for and in respect of peak hours^s](the "Contracted Capacity") and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.

^s The words enclosed in square parenthesis in clause 10.1, the entire Clause 10.4 and the definition of Designated Hours in Article 26 may be omitted if the procurement of electricity is not confined to Designated Hours.

Clause 10.4 of the APP to be read as under:-**Supply during Peak Hours**

The Supplier shall procure the Availability of the Power Station during peak hours of the day comprising **00:00 to 02:00 hrs and 18:00 to 24:00 hrs**, at the timing to be specified by the Utility with a notice of 30 (thirty) days to the Supplier (the "**Peak Hours**"), and shall be entitled to payment of Fixed Charge for such Availability. Provided, however, that in the event the Utility does not Despatch the full capacity comprising the Availability during any hour or part thereof and the whole or part thereof is sold to Buyers, the provisions of Clause 10.2 shall apply.

Clause 10.5 of the APP to be read as under:-**Supply on Round the Clock Basis**

The Supplier shall ensure the Availability of the Power Station on round the clock basis.

Clause 11.4.2 of the APP to be read as under:-

The obligations of GRIDCO to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) computed with reference to the Contracted Capacity (the "Capacity Charge").

Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.

For Example: Suppose availability for the month of April is 100% and for the month of May it is 70%, then fixed charges payable for the month of April shall be limited to 85% and for the month of May shall be on cumulative availability i.e. $\{(100*30 + 70*31)/61\}\%$.

Clause 11.9.3 of the APP to be read as under:-

GRIDCO shall, within 30 (thirty) days of receipt of a Monthly Invoice(excluding the date of receipt of the bill) in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "Disputed Amounts")

Footnote in Article 13 of the APP to be read as under:-

Hon'ble OERC has been intimated regarding this Tender on "The procurement of power on Medium Term Basis through Tariff Based Competitive Bidding with deviations in the

document". The bid finalisation and award of contract shall be subject to approval of Hon'ble OERC, after completion of the Tendering process.

Clause 15.2 (b) of the APP to be read as under:-

(b) comprehensive third party liability insurance including injury to or death of personnel of the utility or others caused by the Project;

Clause 19.3.2 of the APP to be read as under:-


Apart from the other payments to be made by GRIDCO on GRIDCO Default, upon Termination on account of a GRIDCO Default, GRIDCO shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 2 (two) months as if the Contracted Capacity was Available for such 2 (Two) months from the date of Termination.

Clause 23.1.3 of the APP to be read as under:-

If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution under the Conciliation Committee of Independent Experts (CCIE) constituted by the Department of Energy, Government of Odisha.

In the Glossary the definition of Trading Licensee to be read as under:-

Trading Licensee(s) - Shall mean the Bidder which is an Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive agreement of Power Purchase/equivalent arrangement executed with the entity with identified generation source from where the power is proposed to be supplied by the bidder.

 18/04/2024

On & Behalf of GRIDCO LTD.