



GRIDCO LIMITED

(A Govt. of Odisha Undertaking)

(Formerly Grid Corporation of Orissa Limited)

Regd. Office: Janpath, Bhubaneswar-751022

CIN: U40109OR1995SGC003960

No.: CGM-PP-178/ 2022/

243

Date: 13/02/2023

CORRIGENDUM 1

The following corrigendum is hereby issued in regards to the Tender No. GRIDCO/ Tender/ Banking – 2022-23/ 01 dated 08/02/2023 floated by GRIDCO Ltd. for banking of power for the period from 16th March, 2023 to 31st January, 2024:

1. The last date and time of submission of tender date is hereby extended up to 13:00 hrs of 21/02/2023 and the date and time of opening of tender document shall be 15:00 hrs of 21/02/2023.
2. A revised **Annexure VI (BG Format)** to the tender document is enclosed with this Corrigendum.
3. Consequential changes, if any, which may be required due to the above, in respect of the original bid document shall be intimated later.

13/02/23
On & Behalf of GRIDCO LTD.
Chief General Manager(PP)
Gridco Ltd., Bhubaneswar

FORMAT OF THE BANK GUARANTEE FOR EMD

(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 banking 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 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