



ବିଦ୍ୟୁତ୍ କମିଶନ GRIDCO Limited

(A Govt. of Odisha Undertaking)

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CIN: U40109OR1995SGC003960

Date: 18.03.2025

CORRIGENDUM 1

The following corrigendum is hereby issued in regard to the Medium Term Tender No - **GRIDCO/MEDIUM/LUMPSUM/2024-25/02** dated 21/02/2025 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	150	01 st May, 2025	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)	150			

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

Clause 1.3 may be read as under:

Schedule of Bidding Process

GRIDCO shall endeavour to adhere to the following schedule:

	Event Description	Date and Time
1.	Date and time of Start of e-Tender Stage	17:00 hrs on 21.02.2025
2.	Last date and time for receiving queries on RFQ and RFP	15:00 hrs on 01.03.2025
3.	Pre-Bid Meeting	15:00 hrs on 06.03.2025
4.	GRIDCO's response to queries latest by	15:00 hrs on 18.03.2024
5.	Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date	15:00 hrs on 27.03.2025
6.	Opening of Application	16:00 hrs on 27.03.2025
7.	Intimation to Qualified Bidders for opening of their Bids	15:00 hrs on 03.04.2025

8.	Opening of Bids of those Qualified Bidders	13:00 hrs on 08.04.2025
9.	Start of e-Reverse Auction	15:00 hrs on 08.04.2025
10.	Close of e-Reverse Auction	17:10 hrs on 08.04.2025
11.	L-1 Matching	17:20 hrs on 08.04.2025
12.	Letter of Award (LOA)	15:00 hrs on 16.04.2025
13.	Validity of Bids	120 days of Bid Due Date
14.	Signing of APP	15:00 hrs on 25.04.2025

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 developer) including but not limited to signing and submission of all applications.....

APPENDIX III Power of Attorney for signing of Bid in 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 developer) including but not limited to signing and submission of all applications, Bids and other documents.....

Clause 4.1.2 of the APP to be read as under:-

The Supplier may, upon providing the Performance Security to GRIDCO in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to GRIDCO, by notice require the GRIDCO to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 30 (thirty) days of the notice, and the Conditions Precedent required to be satisfied by GRIDCO shall be deemed to have been fulfilled when GRIDCO shall have:

- (a) Omitted;
- (b) Omitted;
- (c) procured approval of the Commission for payment of Tariff by GRIDCO to the Supplier in accordance with the provisions of this Agreement; and
- (d) Omitted
- (e) provided Performance Security to the Supplier;
- (f) Provided to the Supplier, an unconditional, revolving and irrevocable Letter of Credit in accordance with the provisions of Clause 13.2.1.

Provided that upon request in writing by GRIDCO, the Supplier may, in its discretion, grant extension of time, not

Clause 4.2 of the APP to be read as under:-

Damages for delay by GRIDCO

In the event that (i) GRIDCO does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier or any delay/denial in regulatory approval or due to Force Majeure, GRIDCO shall pay to the Supplier Damages in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of the Performance Security-and upon making such maximum, the Supplier may at its sole discretion, terminate this Agreement.

For avoidance of doubt it is clarified that, any delay due to the following conditions shall not be attributable to delay by GRIDCO and no damages shall be paid by GRIDCO:-

- (i) The delay occurred as a result of breach of this agreement by the supplier.
- (ii) Any delay/denial in Regulatory approval.
- (iii) Due to Force Majeure.

Clause 11.2 of the APP to be read as under:-**Fixed Charge**

The Parties agree that the fixed charge payable for Availability shall, in accordance with the offer of the Supplier for the full tenure of the agreement, be Rs.....(Rupees)⁵ per kWh (the "Fixed Charge").

Clause 11.3 of the APP to be read as under:-

Omitted.

Clause 11.4.1 of the APP to be read as under:-

Subject to the provisions of this Clause 11.4, the Fixed Charge, shall be the Fixed Charge payable for Availability in each month of the relevant Accounting Year.

Clause 11.9.2 of the APP to be read as under:-

The Supplier shall, with each Monthly Invoice submit, (a) a certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (b) proof of Availability for the period billed, comprising evidence of communications regarding the extent of Non-Availability from time to time; (c) Omitted; (d) detailed calculations of the Fixed Charge for Availability in accordance with this Article 11; (e) detailed calculations of the Variable Charge, in respect of the electricity dispatched with respect to Quantum as per RLDC certified copy, computed in accordance with Article 12; (f) detailed calculations of the Damages in accordance with the provisions of Clause 11.6; (g) details in respect of taxes/duties payable/reimbursable in accordance with the provisions of this Agreement; (h) details of the Fixed Charge to be adjusted by the Supplier in respect of sale of power to Buyers; (i) details in respect of Damages payable in accordance with the provisions of this Agreement; (j) adjustments, if any, on account of revision of the transmission charges referred to in Clause 5.3; (k) proportionate

adjustment on account of transmission losses to be determined in accordance with Clause 5.4; and (l) the net amount payable under the Monthly Invoice.

Clause 12.2 of the APP to be read as under:-

Variable Charge

The Parties agree that the variable charge, in accordance with the offer of the Supplier shall be Rs....(Rupees...) per kWh as the cost of generating cost (the " Variable Charge") Which shall be fixed for the full tenure of the Agreement.

Clause 12.3.1 of the APP to be read as under:-

The Supplier represents and warrants that it shall supply electricity to GRIDCO at the Delivery Point for a lumpsum Tariff that shall comprise: (a) a Variable Charge referred to in Clause 12.2 and (b) a Fixed Charge. For the avoidance of doubt, the Parties agree that the Fixed Charge and the Variable Charge shall be fixed for the complete tenure of the Agreement.

Clause 12.3.2 of the APP to be read as under:-

The Parties agree that the generating cost component of Variable Charge specified in Clause 12.2 shall be fixed for the complete tenure of the Agreement.

Clause 21.1 of the APP to be read as under:-

..... or other financial burden, the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year or if as a result of Change in Law, the Supplier benefits from a reduction in costs or increase in net after-tax return or other financial gains the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year, the impact of Change in Law to be adjusted and / or recovered shall be computed in accordance with the procedure provided in the applicable rules issued by the Ministry of Power'.

In the Clause 26.1 the following definitions are modified:-

Base Fixed Charge – Omitted.

WPI – Omitted.

On & Behalf of GRIDCO LTD.

Mhdadw
18/03/2025
Chief General Manager (PP)
Gridco Ltd., Bhubaneswar