



GRIDCO LIMITED

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

No.: CGM - PP - 145/ 2023 / 266

Date: 28/2/2024

CORRIGENDUM 4

The following corrigendum is hereby issued in regards to the Tender No. SOLAR/02/2023-24 dated 19.12.2023 floated by GRIDCO Ltd. for sale of 500 MW Solar Power to Intra-state Industries(Bidders) through Tariff Based Competitive Bidding Process with Greenshoe Option for the period from 01st April, 2025 to 31st March, 2030:

Clause 3: may be read as under:

3. Benefits applicable on procurement of power

The following incentives can be availed by buyers for purchase of RE power from GRIDCO:

- a. Electricity Duty exemption of 50 paise/unit
- b. Full exemption on cross-subsidy surcharge
- c. 20 paise per unit exemption on STU charges
- d. 25% exemption on wheeling charges

As per the clause 25.10 of OREP, 2022:

"The incentives, waivers and concessions will be calibrated in line with any changes in national policies/rules/guidelines during the policy period. Retrospective amendments to the incentives available under this policy shall be avoided".

Clause 10.2 may be read as under:

10.2 All costs / expenses / charges associated with the bidding, including bank guarantee etc. shall be borne by the bidder. The validity of the EMD shall be valid for one year from the bid submission date.

Clause 10.4 may be read as under

10.4 The EMD shall be refunded / returned to the unsuccessful bidders within 45 days from the date of opening of the bids on request of the bidders. GRIDCO may ask bidder to extend the EMD.

Clause 11.1 may be read as under:

11.1 The Successful Bidder(s) shall be required to furnish CPG within 15 days from the date of issue of Letter of Award. The CPG shall be an amount calculated @ INR 10 Lakhs/MW (Rs. 10,00,000/- per MW).

Following Clause is inserted as Clause 21 in the OFS :

21. Change in Ownership:

By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Bidder, whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of pre-qualification under and in accordance with the OFS, the Bidder shall be deemed to have knowledge of the same and shall be required to inform GRIDCO forthwith along with all relevant particulars about the same and GRIDCO may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder(s), as the case may be. In the event such change in control occurs after signing of the PPA but prior to the commencement of Supply, it would, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of the PPA, and the same shall be liable to be terminated without GRIDCO being liable in any manner whatsoever to the Buyer. In such an event, notwithstanding anything to the contrary contained in the PPA, GRIDCO shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to GRIDCO under the Bidding Documents and/ or the PPA or otherwise.

Annexure A Clause 4.4 may be read as under:

4.4 As per the Clause 4.4 of the Annexure A of the tender document, the buyer shall have no right of refusal to the power offered by the Bulk Supplier for a given delivery day except for the Force majeure conditions. However, GRIDCO may sell the power which was offered on day ahead basis to the Bidder (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange on the request of the Procurer, if intimated on DA basis prior to 10:30 hrs (the availability shall be intimated by 10:15 hrs of DA basis). In such case, the bidder shall have to pay the tariff for power as per the offered day ahead availability and GRIDCO shall refund the energy cost realised from sale of non-scheduled power in the exchange/ third party deducting all incidental charges and a Trading margin of Rs. 0.07/ kWh. If, GRIDCO incurs a profit over and above PPA Tariff after deducting all incidental charges and a Trading Margin of Rs. 0.07/kWh, the profit will be shared equally between GRIDCO and the Bidders.



On & Behalf of GRIDCO LTD.