

Corrigendum I

TENDER NO: CE/PP/MSEDCL/Banking/18-19/ 01 DATE: 20.06.2018

All the prospective bidders are requested to take note as below:

1. The clause no 1. (ii) in the general terms and conditions is revised as below:

The bid should be for entire block as mentioned in Annexure II only and any splitting in period will not be allowed.

2. The Revised Annexure II in the bid documents is as below:

(ON THE LETTER HEAD OF THE BIDDER)
QUANTUM AND RETURN RATIO OF BID

Annexure-II

QUANTUM AND RETURN RATIO OF BID

We will supply power to the delivery point as per the set condition and various clause of RFP unconditionally. The QUANTUM AND RETURN RATIO OF BID is as below:-

Delivery Point: Regional Periphery.

Arrangement I

Import By (Name of Bidder)

Period	01.07.2018 to 31.07.2018	01.08.2018 to 31.08.2018	01.09.2018 to 30.09.2018
Duration (Hrs)	00:00 to 05:00	00:00 to 05:00	00:00 to 05:00
Quantum (MW)			

Export By (Name of Bidder)

Period (month)→	October-17	November-17	December-17	
Duration ↓				
Duration	11:00 to 16:00	11:00 to 16:00	11:00 to 16:00	
Quantum (MW)				
Return percentage (Premium)				
OR				
Period (month)→	15.03.2019 to 31.03.2019	01.04.2019 to 30.04.2019	01.05.2019 to 31.05.2019	01.06.2019 to 15.06.2019
Duration ↓				
Duration	12:00 to 17:00	12:00 to 17:00	12:00 to 17:00	12:00 to 17:00
Quantum (MW)				
Return percentage (Premium)				

Arrangement II

Import By (Name of Bidder)

Period	01.07.2018 to 31.07.2018	01.08.2018 to 31.08.2018	01.09.2018 to 15.09.2018
Duration (Hrs)	00:00 to 06:00 & 18:00 to 24:00	00:00 to 06:00 & 18:00 to 24:00	00:00 to 06:00 & 18:00 to 24:00
Quantum (MW)			

Export By (Name of Bidder)

Period (month)→ Duration ↓	16.10.2018 to 31.10.2018	01.11.2018 to 30.11.2018	01.12.2018 to 31.12.2018
Duration	06:00 to 16:00	06:00 to 16:00	06:00 to 16:00
Quantum (MW)			
Return percentage (Premium)			
OR			
Period (month)→ Duration ↓	15.03.2019 to 31.03.2019	01.04.2019 to 30.04.2019	01.05.2019 to 31.05.2019
Duration	06:00 to 16:00	06:00 to 16:00	06:00 to 16:00
Quantum (MW)			
Return percentage (Premium)			

Signature of Authorized Signatory:

Name:

Designation:

Tel No.:

Mobile No.:

E-Mail :

Name & Seal of Bidding Company

3. Modified Format for Bank Guarantee for EMD

Annexure - VI

Format of the unconditional and Irrevocable Bank Guarantee for EMD (to be on Non- Judicial stamp Paper of appropriate value as per stamp Act relevant to place of execution)

BANK GUARANTEE FOR EMD

To:

XXX
XXXX

In consideration of _____ **(Insert Name of Bidder)** submitting the Bid inter alia for supply of power on short term basis for the period ____ **(Insert Date)** to ____, **(Insert Date)** through Banking arrangement vide Tender specification _____ issued by _____ **(herein after referred to as "Procurer")** agreeing to consider the bid of _____ **(Insert Name of Bidder)** as per the terms of the bid document and the _____ **(Insert Name of Bank)** a Banking company registered under the Companies Act 1956 and having its license to carry out Banking Business under the Banking Regulation Act 1949 at having the registered office at _____ **(Insert the address of the Bank)** **(hereafter referred to as Guarantor Bank)** hereby agrees unequivocally, irrevocably and unconditionally to pay to _____ **(Insert Name of "Procurer")** or its authorized representative forthwith on demand in writing from _____ **(Insert Name of Bidder)** or any representative authorized by it in this behalf an amount not exceeding Rupees _____, on behalf of _____ **(Insert Name of Bidder)**

This guarantee shall be valid and binding on Guarantor Bank up to and including ___ days (___ days) from date of submission of bids i.e. up to _____ and shall not be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties. Our liability under this Guarantee is restricted to **Rupees. _____(Insert Amount)**. Our Guarantee shall remain in force until _____ **(Insert date)**. The procurer shall entitled to invoke this guarantee until _____ **(Insert date)**.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer or authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer or authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes or disparities by the Bidder or any other person. The Guarantor Bank shall not require the Procurer or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer or its authorized representative in respect of any payment made hereunder.

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

The Guarantor Bank represents 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 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 the Procurer or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against 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 the Procurer or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer or its authorized representative and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations under the RFP documents.

The Guarantor Bank hereby agrees and acknowledges that the Procurer or its authorized representative shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ **(Insert Amount)**
2. This Bank Guarantee shall be valid up to _____ **(Insert Date)** and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer” or its authorized representative serves upon us a written claim or demand on or before _____ **(Insert Date)**.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ **(Insert Date)** at _____ **(Insert Address)**.

Witness

1. _____

Signature

Name and Address

2. ---

Designation with Bank Stamp

Name and Address

For:

___(insert Name of Bank)

Banker’s stamp and full address