MADHYA PRADESH POWER GENERATING COMPANY LTD.

STANDARD BID DOCUMENT

FOR

PROCUREMENT / SUPPLY CONTRACT

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NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

A. DISCLAIMER

1) This document is not an agreement or an offer by MPPGCL to Bidders or any third party. The purpose of this document is to provide interested parties with information to facilitate the formulation of their Bid/Offer.
2) This Bid Document has been prepared in good faith, neither MPPGCL nor its employees or its consultant/transaction advisor make any representation or warranty for the accuracy, reliability or completeness of the information in this Document. This Document does not purport to contain all the information each Bidder may require. The Document may not be appropriate for all persons and it is not possible for MPPGCL to consider the needs of each party who uses or reads this Document. The concerned parties should conduct their own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.
3) Neither MPPGCL nor its employees or Consultant/Transaction Advisor shall have any liability towards any Bidder or any other person under the law of contract, tort the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Bid Document, or any matter deemed to form part of this Bid Document, the award of the work, or the information and any other information supplied by or on behalf of MPPGCL or its employees, any Consultant/Transaction Advisor or otherwise arising in any way from the selection process for the project.
4) Though adequate care has been taken while preparing this Bid Document, the Bidder should confirm that the document is complete in all respects. In the event that this Bid Document or any part thereof is mutilated or missing, the Bidder must notify to the tender issuing authority of MPPGCL immediately.
5) If no intimation is received by MPPGCL within 5 days from the date of issue of the document, it shall be considered that the Bid Document received by the Bidder is complete in all respect and that the Bidder is fully satisfied with the Bid Document.
6) No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain a complete set of the Bid Document.
7) The Bid Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued or its direct Subsidiary or Holding Company. This Bid Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by the applicable law or in confidence to the recipient's professional advisors, provided

that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid Document). In the event that after the issue of Bid Document, the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this document and the information contained herein must be kept confidential by such party and its professional advisors at all times.

8) MPPGCL reserves the right to change, modify, add, alter the Document or cancel the bidding process without assigning any reasons thereof, at any time during the bidding process. All parties have to monitor e-Portal for any changes made through amendment. The Bidders or its direct Subsidiary or Holding Company or Consortium Members shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's proposal liable for rejection by MPPGCL. Further, objection by any third party shall be construed as infringement on confidentiality and privileged rights of MPPGCL with respect to this Document.
9) The Bidder shall not make any public announcements with respect to this bidding process or this Bid Document. Any public announcements to be made with respect to this bidding process or this Bid Document shall be made exclusively by MPPGCL. In the event of breach of this clause by any of the Bidder shall be deemed to be non-compliance with the terms and conditions of this Bid Document and shall render the Bid/Offer of that bidder liable for rejection. MPPGCL's decision in this regard shall be final and binding upon the Bidder.
10) It is clarified that the provisions of Clauses no. 7, 8 and 9 as stated above shall not apply to information relating to this Document already available in the public domain prior to the issue of this document.
11) The Bidder shall bear all costs associated with the preparation and submission of their Bid/Offer. MPPGCL and their Consultant/Transaction Advisor shall not under any circumstances, be responsible or liable for any such costs.
12) Notwithstanding anything contained elsewhere in this document, MPPGCL reserves the right to evaluate and award the bids at its sole discretion to any Bidder on any of the terms and conditions and the decision of MPPGCL in this regard will be final and binding on the Successful Bidder, Consultant/Transaction Advisor and the parties involved in the transaction. By receiving this Bid Document, it shall be deemed that the persons so receiving the Bid Document have read, understood and accepted the disclaimers and tender terms and conditions.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

B. LIST OF ABBREVIATIONS

EMD	Earnest Money Deposit
GST	Goods and Services Tax
MPPGCL	Madhya Pradesh Power Generating Company Ltd.
MSMED	Micro, Small and Medium Enterprises Development
MPSEB	Madhya Pradesh State Electricity Board
NIT	Notice Inviting Tender
NSIC	National Small Industries Corporation
NABL	National Accreditation Board for Testing and Calibration Laboratories
PQR	Pre-Qualifying Requirement
SSI	Small Scale Industries
VAT	Value Added Tax

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

C. DEFINITIONS & TERMINOLOGY

Unless the context otherwise requires, the following terms whenever used in this contract have following meanings:

I. **"Annexure"** shall mean any of the annexure, supplements or documents, appended to this document which form an integral part of the tender.

II. **"Associate"** shall mean the Company in which the Bidding Company owns/holds an equity stake.

III. **"Authorised Dealer"** is an entity who is duly authorized in writing by a qualified manufacturer or it's authorised distributor to market and sell the manufacturer's products, associated services, or technologies who directly comes in contact with the final consumers.

IV. **"Authorised Distributor"** is an entity who is duly authorized in writing by a qualified manufacturer to market and sell the manufacturer's products, associated services, or technologies, who have a direct connection with the manufacturers and the dealers.

V. **"Authorized Representative/Signatory"** is an entity who is duly authorized in writing by the bidder to represent the bidder in all matters pertaining to the Bid/ related Contract.

VI. **"Bid/Offer"** shall mean the proposal of the Bidder submitted in response to and as required as per the Tender Document issued by MPPGCL.

VII. **"Bidder/Tenderer"** shall mean the company/ firm duly incorporated under the relevant laws of India or individual person and making the bid/offer.

VIII. **"Bidding Process"** shall mean to this bidding process being carried out for procurement/supply of item(s) by MPPGCL Further, the Bidding Process period shall start from the publishing of the NIT by MPPGCL extending upto the placing of LoI/purchase order.

IX. **"Business Holiday"** In less serious cases the registered / regular / existing bidder / company / contractor may be temporarily debarred for short periods up to 12 months for business dealings with MPPGCL. The period of debarring of registered bidder shall be considered as business holiday.

X. **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

XI. **"Collusive practice"** or **"collusion"** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party, for the purpose of securing the contract."

XII. **"Conflict of Interest"** A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common entity, that puts

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

them in a position to have access to information about or influence the Bid of another Bidder.

XIII. **"Contract/Agreement"** shall mean the work/purchase order, letter of intent/ award, letter of acceptance of tender and shall include the general conditions of the contract, specifications, schedules, tender, guarantee, drawings and any further conditions which may specifically be agreed between the parties as forming a part of the contract.

XIV. **"Contractor/Successful Bidder"** shall mean the bidder who has been selected for supply of the items through the bidding process and purchase order is issued by MPPGCL.

XV. **"Consignee"** shall mean the authority of respective store/offices of MPPGCL who is authorized to receive the item (s).

XVI. **"Corrupt Practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the bidding process or in the procurement/supply Contract under execution.

XVII. **"Day" or "Days"** unless herein otherwise defined shall mean calendar days of 24 hours from 00 hrs. to 24 hours.

XVIII. **"Financial Year"** means April to March or Calendar year for which annual financial statement is prepared and audited as the case may be.

XIX. **"Fraudulent practice"** means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the owner MPPGCL, and includes collusive practice among bidders (prior to and after bids submission) designed to establish bid prices at artificial, non-competitive levels restricting free and open competition."

XX. **"Item"** shall mean any Material/Equipment/Goods to be procured through the tender.

XXI. **"Law"** means any law, legislation, statute, ordinance, rule, directive, notification, regulation, etc. enacted, issued, or promulgated by any authority of Government of India or Madhya Pradesh State Government and any interpretation thereof by a competent court or tribunal as may be applicable to MPPGCL and to the supplier / contractor (for operation in India) in their respective obligations or the agreement from time to time.

XXII. **"Letter of Intent (LoI)"** means the written official intimation by MPPGCL notifying the successful bidder that its bid has been accepted as per the terms and conditions mentioned herein.

XXIII. **"Month"** shall mean the Gregorian calendar month.

XXIV. **"Obstructive Practice"** means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Company investigation into allegations of a corrupt, fraudulent , coercive or collusive

practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Company's inspection and audit rights.

XXV. **"Original Equipment Manufacturer"** is an entity who has manufactured the material/equipments/goods which are installed in power stations/offices of MPPGCL or being procured first time and mentioned in the technical specification and scope of work of the tender document.

XXVI. **"Original Equipment Supplier"** is an entity who has supplied the material/equipments/goods which are installed in power stations/offices of MPPGCL at the time of commissioning of plant/power house.

XXVII. **"Price"** shall mean the unit rate or total amount, as the case may be, quoted by the bidder in INR (Indian Rupees) for one or more items as per Price Schedule of tender.

XXVIII. **"Price Bid"** In this part of the offer, bidder has to quote rates and quantity of offered item(s)/ works/ services /turnkey contracts in accordance with the specific unit as stipulated in the format of bid in designated cells.

XXIX. **"Qualified/Eligible Bidders"** shall refer to the bidders who have been considered meeting the Qualifying Requirements as per the provisions set forth in the tender document and shall be eligible for getting their bids opened.

XXX. **"Technical bid"** This part of the offer includes Pre-Qualifying Requirement, Earnest Money Deposit and techno-commercial terms & conditions.

XXXI. **"Tender Issuing Authority"** shall mean the Head of the Power Station/ office/ department of MPPGCL who has issued/published the tender.

XXXII. **"User Division/Circle"** shall mean the specific department of MPPGCL who will be using the procured item(s).

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

CHAPTER-1
INSTRUCTIONS TO BIDDERS (ITB)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

1. INSTRUCTIONS TO BIDDERS

1.1 GENERAL

The tender issuing authority on behalf of "Madhya Pradesh Power Generating Company Limited" hereinafter referred to as "MPPGCL" invites bids/offers for supply of item(s) in accordance with the technical specifications & scope of supply for Madhya Pradesh Power Generating Company Ltd. (MPPGCL).

1.2 BID SUBMISSION

Bidders should submit the bids/offers strictly in the manner specified in the Instructions to Bidders (ITB) for supply of item(s) as per the technical specifications& scope of supply in accordance with General Conditions of Contract (GCC), within the specified time and date.

1.3 TENDER / BIDDING DOCUMENTS

Tender Documents issued by MPPGCL consists of the followings-

(i) Notice Inviting Tender- (NIT)

(ii) Instructions To Bidders – (ITB)

(iii) General Conditions of Contract (for procurement /supply contract) –(GCC)

(iv) Technical specifications & Scope of supply.

(v) Particular document (if any) as per tender specification.

(vi) Any Addendum /Corrigendum

(vii) All Annexures and Appendices

1.4 CLARIFICATION ON BIDDING DOCUMENTS

A prospective bidder requiring any clarification relevant to the bidding document shall contact in writing to the tender issuing authority of MPPGCL as indicated in NIT for respective tender. Only relevant query, if considered appropriate shall be replied. It is not obligatory on the part of MPPGCL to reply each and every query. As a result of clarifications, if felt necessary, the amendment in bid documents shall be done by MPPGCL.

1.5 AMENDMENT IN BIDDING DOCUMENTS

I. MPPGCL may revise or amend the Bidding documents / Technical specifications & Scope of supply and the same shall be notified on the e-procurement website only, prior to the date notified for opening of tender. It is the responsibility of bidders to visit the web site regularly for such revision/amendment, if any.

II. Any Amendment/Clarification, if issued, shall form part of the Bidding document.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

III. In case of issuance of any amendment, MPPGCL at its discretion, may extend the last date for submission of bid/offer and opening of tender and same will be published on the e-procurement website.

IV. The Bidder shall have to visit the e-procurement website for any amendment / corrigendum / addendum / notice / clarifications and same will not be published in print media.

1.6 CHANGES / ADDITIONS / DELETION IN TECHNICAL SPECIFICATIONS & SCOPE OF SUPPLY

MPPGCL reserves the right to revise the quantities as specified in the technical specification if deemed necessary, based on MPPGCL's requirement at any stage prior to opening of Price Bid. In such case bidder will be asked to submit the effect on percentage basis in physical form on their already quoted rates. The replies submitted by participating bidders shall be uploaded on e-tendering website alongwith technical evaluation summary report before price bid opening.

1.7 EXTENSION IN DATE OF TENDER SUBMISSION & OPENING

In case of adequate response or any other reason thereof, Bids/ Offers may not be opened on tender opening date. Under such circumstances, bidders will be informed about the extension of bid/ offer submission & opening date and the same will be notified on e-procurement website. MPPGCL's decision in this regard shall be final. Notice for Extension in date of bid / offer submission and opening shall not be issued in print media.

1.8 PARTICIPATION THROUGH JOINT VENTURE COMPANY / PARTNERSHIP FIRM BASIS

Participation of Joint Venture Company (JVC) / Partnership Firm is allowed subject to compliance of all legal formalities and submission / uploading of requisite documents in this regard. In such case individual participation by constituent firms is not allowed.

1.9 ELIGIBILITY & BASIC QUALIFICATION OF THE BIDDER

The bidding is open to Manufacturer/Authorised Dealer/Authorised Distributor/Supplier, who fulfills the PQR / requirement / criterion as detailed in the NIT of the specific tender. The basic qualification of the bidder is as under:

I. The bidder is an experienced Manufacturer/Authorised Dealer/Authorised Distributor/Supplier of the tendered item(s)as specified in the Pre-Qualifying Requirement of the tender and has technical knowledge and practical experience.

II. The Bidder should not anticipate change in ownership during the proposed period of contract. If such a change is anticipated, the scope and effect thereof shall be defined.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

III. The Bidder should have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments. The Bidders should upload copy of Audited Annual Accounts (Balance Sheets, P&L accounts), Income Tax Returns and turnover certificate duly certified by statutory auditor/chartered accountant for the last three financial years or any other documents as specified in the Pre-Qualifying Requirement of the tender. In case where the audited annual accounts for the last preceding financial year are not available, certification of annual accounts from Statutory Auditor/ chartered accountant of the bidder would be acceptable.

IV. The Bidder should have adequate T&P and manpower as specified in tender document to perform the assignment properly and expeditiously within the time period specified. The evidence shall consist of list of T&P and details of manpower in various categories.

V. The bidder should have established quality assurance systems and organization designed to achieve high levels of item(s) reliability during execution of contract.

VI. The Credentials/ Pre Qualifying Requirement (PQR) (if any) of respective tender specified in NIT or in Technical Specifications of tender shall over-ride/supersede such clauses or all of the above basic qualification requirement, as the case may be, and similar related clauses appearing else-where in the tender/bidding documents for opening of bid/offer of the bidder.

Note: -

(i) The bid / offer of the bidder who is banned or on business holiday (for all items) / suspended (for specific items if covered in the tender) for future business dealings with MPPGCL shall be rejected.

(ii) Except principal, no other participating bidder shall be allowed to submit their offer with condition that in the event of qualification of their offer for placement of award, the order be issued on the name of different entity.

1.10 EARNEST MONEY

AMENDED CONDITION ON PAGE 93

I. The Bidders shall have to deposit the Earnest money as indicated in NIT.

II. The Bidders are permitted to quote for any of the items covered in the tender but for the full quantity as mentioned against each item.

III. Bid/Offer will not be accepted without deposit of Earnest Money in proper form unless exemption is granted by MPPGCL as per clause no.1.10 (IV) below.

IV. The exemption from submission of EMD shall be provided to the following bidders subject to uploading of relevant document on e-procurement web site:-

a) The bidders registered in the state of Madhya Pradesh as Micro & Small Enterprises / START UP / S.S.I. units with D.I.C. (District Industries Center) of Madhya Pradesh, Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and

Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) for the tendered item(s) are exempted from paying the earnest money; however such firms shall have to upload the requisite documents on e-procurement website.

b) Small Scale Units permanently registered with NSIC are exempted from submission of earnest money deposit. Their registration certificate should be valid for the tendered item(s) quoted against the tender, on original due date of opening of Tender. Copy of application or acknowledgement of application submitted by bidder to NSIC regarding registration / renewal of registration shall not be considered.

c) PSU/Govt. Sector Companies (State & Central) like BHEL, NTPC, Railways/RITES/IOCL/HPCL/BPCL/CIL etc. and reputed institutes like GEC/IIT/NIT/NPTI/CPRI/Other State Government Power Institutions etc. will also be exempted from submission of EMD. They have to upload a declaration in this regard.

d) M.P. Laghu Udyog Nigam Ltd./M.P. Agro Industries Development Ltd. They have to upload a declaration in this regard.

V. The Earnest Money shall be refunded to un-successful bidders (except L1 &L2 bidder) within 30 days from the date of issuance of supply order to the successful bidder(s). The earnest money deposited by the successful bidder(s) and L2 bidder shall be returned within 30 days from the date of acceptance of security deposit submitted by the successful bidder against the awarded contract. No interest shall be paid in case of delay in release of EMD.

VI. Request for adjustment/appropriation of earnest money/other deposits, if any, already lying with MPPGCL in connection with other tenders/orders shall not be entertained.

VII. In case, the tenderer withdraws offer during validity period or after placement of order, then EMD amount shall be forfeited.

VIII. The EMD shall be forfeited if MPPGCL founds that the bidder has been engaged in corrupt or fraudulent practices in competing of contract, or has concealed any material information or submitted misleading facts or statements in their bid/offer.

IX. EMD will be refunded/ returned to all the bidders if the tender is dropped by MPPGCL.

X. EMD will be refunded/ returned to all those bidders who do not fulfill the Credential/Pre Qualifying Requirement as per the NIT.

1.11 VALIDITY

The bids/offers should be valid for acceptance up to six months from the due date of opening of the tender otherwise they are liable to be rejected. If necessary, the validity of the bid/offer will have to be extended for a further period as mutually agreed. If

MPPGCL opts for snap bidding, the bids/offers shall remain valid till the completion of snap bidding or till expiry of validity of offer whichever is later.

1.12 EXCHANGE / BUY BACK OFFER

To replace some existing old item(s) with their newer and better versions/substitutes, the tender inviting authority of MPPGCL may offer the existing old item(s) while purchasing the new ones as exchange/ buy back by the contractors. Such provision shall be specifically indicated in the Technical Specifications & Scope of supply of respective tender. In such a case when buy back has been offered by the tender inviting authority of MPPGCL, the bidders will be allowed to visit and inspect the old item(s) to be exchanged. The bidders shall have to request for permission from the tender inviting authority to visit the MPPGCL premises for inspection.

At the time of submission of their offers, the bidders shall have to submit an undertaking confirming that the old/replacement items(s) has been thoroughly inspected by them and in case of award of contract they will dismantle & lift the old /replacement item(s) after successful supply of ordered item(s).

1.13 BIDDERS VISIT TO SITE

(Clause Not Applicable for this type of contract)

1.14 COST OF PREPARATION AND SUBMISSION OF BID / OFFER

The Bidder shall bear all costs associated with the preparation and submission of bid/offer and MPPGCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including but not limited to dropping of the tender.

1.15 PREPARATION, SUBMISSION, OPENING AND VERIFICATION OF BID PROPOSALS

AMENDED CONDITION ON PG. 93

I. Purchase of Tender Document

Tender documents are to be purchased online and downloaded from the e-procurement website by making payment of tender document fees as per the NIT. The tender documents fee shall not be refunded.

II. Exemption for MSEs, START UP and SSI of MP from payment of Tender Fees

The bidders registered in the state of Madhya Pradesh as Micro & Small Enterprises (MSEs) / START UP / S.S.I. units with D.I.C. (District Industries Center) / Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) for the tendered item(s) are exempted from paying the tender fees; however such firms shall have to upload

the requisite documents on e-procurement website. If on the bid opening any discrepancy is noticed in the exemption documents towards tender fees then it will be indicated for respective bidder on e-tendering web site itself through "short fall of document" window and same has to be make good by the bidder and correct document to be uploaded on e-procurement website itself on the same window within specified time or otherwise such Bid/offer shall likely to be rejected.

III. Requirement to Read the Tender Documents by Bidder

The Bidders are requested to go through all the contents of Tender documents thoroughly before submission of their bids/offers.

IV. Language of Bids / Offers

The Bids / Offers should be prepared in Hindi or English only.

V. E-Tendering

a) For participation in e-tendering module of MPPGCL, it is mandatory for prospective bidders to get itself registered on e-procurement website indicated in NIT. Therefore, it is advised to all prospective bidders to get them registered by completing the requirements for online registration including payment of requisite fee at the earliest.

b) The registration fees for the e-procurement website should be borne by the bidders and no exemptions are allowed in registration fees.

c) Service and gateway charges as applicable shall be borne by the bidders.

d) The bidders are required to sign their bids online using Class-III Digital Signature Certificates (DSC). Bidders are therefore advised to obtain the same at the earliest without waiting for the due date of bid submission.

e) The issuance of Digital Signature Certificate may take up to 7 to 10 working days. In such situations MPPGCL will not be responsible for delay in issue of Digital Signature Certificate.

f) If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.

g) Bidders are requested to visit e-procurement website regularly for any clarifications and/or amendments and/or due date extension.

h) Bidder must positively complete online e-tendering procedure at e-procurement website indicated in NIT.

i) MPPGCL shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the e-procurement/MPPGCL website for any reason whatsoever.

j) The bidder who so ever is submitting the offer by their Digital Signature Certificate shall invariably upload the scanned copy of the authority letter to submit offer on behalf of the firm.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

k) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

VI. Submission Procedure

a) Bidder must positively complete online uploading of e-offer (Credential/PQR, EMD, Technical Bid& Price Bid) at the e-procurement website indicated in NIT and as per instructions thereon.

b) The bidder shall also ensure that prices/rates are given strictly in accordance with the proforma of the price bid of tender document.

c) No alterations/corrections in the bid documents is permitted.

VII. Verification of Earnest Money Deposit

a) The EMD as per NIT is to be submitted online through e-payment mode via Netbanking/ Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer (NEFT). The online submission shall be considered for opening of bid/offer. The EMD submitted online will be verified by MPPGCL.

OR

EMD is to be prepared in the form of Bank Guarantee from Nationalized/Scheduled Bank strictly as per the format enclosed as Annexure-II with validity of 9 months from the date of opening of the tender and scanned self-certified copy of the same is to be uploaded on e-procurement website. The BG submitted online towards EMD will be verified by MPPGCL.

OR

The bidders exempted from submission of EMD shall have to upload the scanned self-certified copy of documentary evidence on e-procurement web site. Same documents shall be verified by MPPGCL.

b) The envelope containing Bank Guarantee towards EMD in physical form of participating bidder shall be opened on due date & time. MPPGCL reserves the right to seek confirmation of bank guarantee from the issuing bank.

c) If on the opening of bid any discrepancy is noticed in the BG or Exemption document towards EMD then it will be indicated for respective bidder on e-tendering web site itself through "short fall of document" window and same has to be made good by the bidder and corrected / additional documents be uploaded on e-tendering web site itself on the same window within specified time or otherwise such Bid/offer shall likely to be rejected.

d) The offers received without pre-requisite EMD shall be summarily rejected.

VIII. Verification of Credentials / PQR

The electronically submitted credentials/PQR documents will be verified. If on the bid opening any discrepancy is noticed in the credential / PQR documents, then it will be indicated for respective bidder on e-tendering web site itself

through "short fall of document" window and same has to be make good by the bidder and correct document to be uploaded on e-tendering web site itself on the same window within specified time or otherwise such Bid/offer shall likely to be rejected. Decision of MPPGCL in this respect shall be final.

IX. Undertaking for successful execution of earlier awarded contracts

The bidder should submit an undertaking as per the format mentioned in Annexure-III, that the contracts awarded to them and submitted towards credentials/PQR had been successfully executed by them without any default. Concealment of facts or submission of false undertaking, if found at any stage, shall render the bidder disqualified and their EMD / Security Deposit shall be liable for forfeiture.

X. Verification of Technical Bid

The electronically submitted Technical Bid Document in the form of questionnaire and schedules downloaded from website and filled as per instructions shall be scrutinized and verified.

Terms & conditions filled in bid questionnaire shall be treated as final. Requisite documents as per NIT should only be uploaded.

Documents containing detailed material description, specification, if any should not contain any price part.

XI. Performance / Experience Records of Bidder for tendered item(s)

The bidder should invariably upload their record of performance/Experience for tendered item(s) along with technical bid on e-procurement website.

XII. Price bid

a) Bidder shall have to submit the **Price bid online only** in the format downloaded from website and uploaded as per instructions therein.

b) The price bid of technically qualified bidders shall be opened online at the notified date and time. Bidders can view the price bid opening date by logging into e-tendering web-site indicated in NIT.

-Instructions for submission of price bid-

(i) The bidder's quoted price must strictly be in INR and should remain FIRM till complete execution of order including extension period of the contract unless otherwise specified in tender specification.

(ii) The bidder should quote their lowest FOR Destination rates. It is obligatory that FOR Destination prices are quoted clearly giving break-up of prices indicating each element separately such as ex-works/basic prices, taxes/duties/cess, P&F charges, freight charges, any other charges etc. as required in the Price Bid proforma of the tender.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

(iii) The Bidder shall mandatorily fill information of applicable tax/cess on various tendered item(s) wherein the bidder shall indicate HSN/SAC code, their percentages and the tax/cess amount considered while quoting for the tender.

(iv) Bidders have to ensure that the values and comments against each and every clause of Price Schedule is clearly filled in and answered. No clause shall be left blank or unanswered.

(v) Participating bidder shall submit only one bid against any particular tender.

(vi) Prices are acceptable strictly as per the price bid format of the tender. It shall be noted that quotations not conforming to the unit as specified in Price Bid shall be rejected.

(vii) Words like etc. anywhere will not be entertained. Any charges as may be applicable as per laws in force must be clearly specified otherwise any such hidden charges, even if statutory charges, shall not be payable by MPPGCL and statutory compliance will be the responsibility of the bidder in the event of any order.

1.16 DEVIATIONS FROM TERMS AND CONDITIONS / TENDER ACCEPTANCE LETTER

Deviations from the terms & conditions of the tender specification shall be submitted by the bidder in the deviation Schedule of Technical bid. Unless this is done, the conditions laid down and specified in tender specifications will hold good and shall be binding on the bidder. A tender acceptance letter as per Annexure-XI is required to be uploaded by the bidder mandatorily alongwith their offer.

1.17 DOCUMENTS CONSIDERED FOR EVALUATION

The Technical Bid, Price Bid, Deviation schedule, other documents, if any as issued with tender document and any subsequently issued amendment(s) should be uploaded by the bidders duly filled as per instructions given there in. Please note that the above documents shall only be considered as the offer of the bidder. Any other supporting documents / printed terms &conditions as uploaded by the bidder shall not be given any cognizance for evaluation of the offer.

1.18 CORROBORATION OF CREDENTIAL / PQR / BG & OTHER DOCUMENTS / BIDS

MPPGCL reserve the right to corroborate the credential /PQR/BG & other documents/bids submitted by bidder/contractor from concern respective authority / firm /company/organization/statutory entity during tender evaluation stage, till award & post award also and MPPGCL's decision in this regard shall be final & binding on participant bidder/contractor.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

1.19 DELAYED / LATE SUBMISSION OF BID / OFFER

I. The Bidder shall have to ensure that bid/offer is submitted as per Schedule. M.P. Power Generating Company Ltd. shall not assume any responsibility for any unforeseen delays like delay in getting registration on e-procurement website of MPPGCL or problem in uploading documents on website due to internet problem etc. No extension in time shall be granted on such grounds.

II. Bank Guarantee towards EMD received after due date and time of submission will not be accepted on any pretext whatsoever, even if the tender opening process is not completed.

1.20 ALTERNATIVE BIDS / OFFERS

Bids/offers should be submitted as per requirement of tender specifications. The alternative bids/offers are liable to be rejected. MPPGCL reserves the right to reject all such alternative bids/offers and may not discuss merits/demerits of such bids/offers.

1.21 PRINTED TERMS & CONDITIONS OF BIDDERS

Any printed terms and conditions, if uploaded/submitted by the bidder in the bid/offer, will not be considered as part of the bid/offer and shall also not be considered for evaluation.

1.22 REQUISITE CERTIFICATE FOR GST / OTHER TAXES

Wherever applicable, the bidder should submit valid GST Registration Certificate and type of registration i.e. registered dealer, non-registered dealer or composite scheme registered dealer & HSN/SAC code for the tendered item(s). In case of applicability of other taxes and duties, bidder should submit the relevant registration certificate as applicable for other applicable taxes and duties.

Note: Other taxes and duties are applicable on the goods and services excluded from GST Act-2017.

1.23 INCOMPLETE BIDS / OFFERS

Bid/Offer which is incomplete, obscure or inconsistent is liable for rejection.

1.24 RIGHTS FOR ACCEPTANCE OR REJECTION OF PART / WHOLE OF BIDS / OFFERS

MPPGCL reserves the rights to accept/reject wholly or partly, any or all bids/offers without assigning any reason whatsoever. No Correspondence in this respect shall be entertained by MPPGCL.

1.25 AMBIGUITIES IN BID / OFFER

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid/ offer, interpretation as may be, advantageous to the MPPGCL will be considered, without any reference to the bidder. The bidder shall be solely responsible for this.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

1.26 DISQUALIFICATIONS OF BIDDERS

I. Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of MPPGCL, a Bidder shall be disqualified and its Bid Proposal shall be dropped for further consideration if any of the following is observed in the bid/offer:-

a) Misrepresentation in the Bid Proposal.

b) Failure to provide necessary and sufficient information as required and asked for in the Bid Document.

c) A winding up/insolvency or other proceedings of a similar nature against the bidder is pending.

d) Ceases to fulfill the prescribed qualification criteria mentioned in the NIT and as per terms of the Tender Document at any point during the Bidding process.

e) If any such information, which would have entitled MPPGCL to reject or disqualify the relevant bidder, becomes known to it even after the bidder has been qualified and their bid has been opened.

f) Have breached any terms of the bid document which could result in rejection of their bids at any point during the Bidding process.

g) Bidder is not banned/blacklisted/delisted on the date of bid submission by any of the Central/State Departments/PSUs/MPPGCL/Successor Companies of MPSEB/Department of Energy, Government of Madhya Pradesh for any reason. Not withstanding to above, if the bidder is banned/blacklisted/delisted during processing of tender and before award of LOI / Order (whichever is earlier) then the offer of such bidder shall be rejected.

II. After necessary corroboration the bidder may be disqualified and its Bid Proposal shall be dropped for further consideration if any of the following is observed in the bid/offer:-

a) Contracts of Bidder is/are terminated or foreclosed in the last three years due to their inability to perform the tender milestones for contracts awarded from Government Agency or any Public Sector Undertakings including MPPGCL/ successor companies of MPSEB.

b) If past performance has not been found satisfactory against previous orders of MPPGCL and/or successor companies of MPSEB. Satisfactory performance shall mean that the bidder should not have a history of poor performance in the last three years. Poor performance would means:

(i) Termination of contract due to default of contractor.

(ii) Forfeiting of full or partial Security Deposit for poor performance.

Note: - The bidder has to upload the duly notarized affidavit on stamp paper worth Rs.100 as per the format mentioned in Annexure-IX regarding no banning/ blacklisting/delisting.

1.27 INSPECTION OF MANUFACTURING UNIT BY MPPGCL

MPPGCL reserves the right to inspect the manufacturing units/premises/facilities of the bidder during evaluation of offer and /or before the award of contract. All necessary arrangement to facilitate the inspection of manufacturing unit shall be done by the bidder.

1.28 PRE BID CONFERENCE

I. MPPGCL, at its discretion may organize a pre-bid conference with the prospective Bidders to clarify the tender specification related issues and to respond to the Bidder's queries which may arise from the Bidding Documents. MPPGCL will give a notice of the pre-bid conference to the Bidders at least seven (7) days prior to the said pre-bid conference unless otherwise fixed or informed in the NIT/Tender Specification.

II. The Bidders are required to submit their questions/ clarifications/queries etc. in writing including by way of email from the registered email id so as to reach MPPGCL at least three days before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.

III. Record notes of the pre-bid conference including the MPPGCL's response to the queries raised by the Bidders in writing may be prepared and transmitted to all the prospective Bidders by MPPGCL. Further, any modification to the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by MPPGCL exclusively through an amendment to the Bidding Documents. The record notes of the pre-bid conference shall not be treated as amendment to the Bidding Documents.

IV. Non-attendance of the pre-bid conference will not be a cause for disqualification of a Bidder or his bid, it would however be in the interest of the bidder to attend the pre- bid conference.

V. If, the pre-bid conference has been scheduled on e-procurement website itself, then all the prospective bidders have to follow the procedure and time limits as laid down on e-procurement website for respective tender.

1.29 VISIT TO BIDDER'S OFFICE BY MPPGCL

MPPGCL reserves right to visit and inspect bidder's office/premises/facilities during evaluation of bid/offer and /or before the award of contract. In such case, the bidder shall make all necessary arrangements as per requirement of MPPGCL.

1.30 COLLUSION / CONFLICT OF INTEREST

A Bidder shall submit only one Bid. It is further clarified that any of the "Associate/Subsidiary/Firms/Companies with common management/Director" of the Bidder shall not separately participate directly or indirectly in the same bidding process.

A Bidder shall not have "Collusion /Conflict of Interest that affects the Bidding Process. Further, if any Bidder is having a "Collusion /Conflict of Interest" with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected.

A Bidder shall be deemed to have a "Collusion /Conflict of Interest" affecting the Bidding Process in the event of any of the followings-

I. Such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Members or any Associate thereof.

II. Such Bidder or any associate thereof having common management control in other participating bidding company or any of its associate participating in the same bid.

III. Such Bidder has the same legal representative for purposes of their offer as any other participating Bidder for the Bidding process in consideration.

IV. Such Bidder or any Associate thereof has participated as a consultant to the Company (MPPGCL) for the purpose of preparation of any documents, design and/or technical specifications for the tender in which that bidder is participating.

V. If any legal, financial or technical consultant/adviser of the Company (MPPGCL) in relation to the bid for which bidders are submitting their offers, is engaged by any participating Bidder, its Member or any Associate thereof, as the case may be, in any manner, for matters related to or incidental to its Bid.

1.31 TENDER OPENING

I. Tender shall be opened on the due date and time as notified. The bidders or their authorized Representative possessing necessary authority letter will be allowed to witness the tender opening.

II. If the due date of opening of tender is declared a holiday by the Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given.

III. The tender opening shall be continued on subsequent days in case the opening of all the tenders is not completed on the day of opening.

IV. It may please be noted that the due date/time of opening can be altered/extended, if desired by MPPGCL, without assigning any reason thereof. However, in such case, due intimation shall be given.

1.32 EVALUATION OF TECHNICAL BID

I. After opening of technical bid, considering the deviations with respect to the tender specification, if any, proposed by the bidder, the desired clarification/confirmations alongwith loading criteria (if any) shall be communicated to all the bidders and shall be notified. The bidders shall be required to submit the desired clarification /confirmation within the time stipulated and before the opening of the price bid. The clarifications/confirmations shall be obtained by tender processing authority on the website itself by "Short fall of documents" window or otherwise by issuing clarification/confirmation letters in physical form to respective bidders.

II. As a result of clarification/confirmation obtained in writing on technical and commercial matters, the bidders shall be free to indicate the effect of such changes on their prices with proper justification and submit "Letter of effect of price on original quoted prices" in a sealed envelope super scribing "Letter of effect of price on original quoted prices" within specified time, to take care of any deviation/alterations on account of changes in commercial and technical matters.

III. To bring all offers at par, intimation of submission of "letter of effect of price on original quoted prices" by any of the bidder shall be intimated to all the qualified bidders before the due date and time of price bid opening so that if desired they can also submit the "letter of effect of price on original quoted prices" for their quoted prices also.

IV. In case clarifications are not submitted by the bidders within the specified time MPPGCL reserves the right to refuse to open the price-bid.

V. Further, in case, it is also found that in spite of clarification on technical and commercial matters, the offer does not come to a desired specified level, MPPGCL may not open the price bid at its discretion.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

VI. The bidders shall, have to ensure that their offers are in conformity with the tender document. In the event, after submission of clarification on technical and commercial matters, the bidder fails to submit a Letter of effect of price on original quoted prices, then it shall be presumed that the bidder does not want to revise their original bid.

VII. It would be in the interest of bidder to submit a "letter of effect of price on original quoted prices" in the sealed cover, stating that in spite of clarifications the bidder does not want to revise his original bid. This will avoid all confusions.

VIII. The evaluation criteria (if any) specified in NIT or Technical Specifications of tender shall over-ride/supersede above and other similar related clauses appearing else-where in the tender documents.

IX. MPPGCL reserves the right to intimate to all the qualified bidders for submission of "letter of effect of price on original quoted prices" before due date and time of price bid opening considering market trend of the tendered item(s).

X. The "letter of effect of price on original quoted prices" submitted by qualified bidders shall be uploaded on website before opening of price bid.

1.33 OPENING OF PRICE BID

The price bids of those bidders whose technical bids are found to be technically and commercially acceptable shall only be opened on the date of opening of "Price Bid". The date of opening of the price bid shall be uploaded on website /shall be intimated to the bidders whose bids are found to be technically and commercially acceptable.

1.34 DISCREPANCY IN PRICE BID

(a) If in the price structure quoted, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the offered quantity), the unit price shall prevail and the total price shall be corrected accordingly. If, there is an error in a total corresponding to addition or subtraction of sub totals, the sub total shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, the correct amount shall prevail.

(b) If only lump sum price is to be quoted by the bidders and any discrepancy is found in prices between words and figures, the amount as indicated in words shall prevail.

(c) Such discrepancy in an offer shall be conveyed to the bidder asking him to respond by a target date and if the bidder does not agree with the observations of procuring entity, the offer is liable to be rejected.

1.35 EVALUATION OF PRICE BID

Unless otherwise specified separately in the tender document, item wise evaluation of prices shall be done. The evaluated price shall be taken for deciding the lowest bidder.

It may be noted that in case of ambiguity, the rates of taxes/duties and other charges as confirmed during techno-commercial stage shall be considered as final for evaluation of prices. Decision of the MPPGCL in this respect shall be final.

The evaluated prices which is to be considered for comparison purpose and for placement of order shall be rounded upto 2 decimal digits only.

1.36 REVERSE / FORWARD AUCTION

MPPGCL may at its sole discretion opt for bidding through reverse / forward auction. The tenders with bidding through reverse / forward auction shall be specifically indicated in the NIT itself. The process of selection of qualified lowest bidders shall complete after reverse / forward auction only. The date, time and detailed procedure of reverse / forward auction process shall be uploaded on e-tendering website and informed to qualified bidders also. For Brief Information regarding reverse / forward auction, please refer Annexure–XII.

1.37 BENEFITS TO ENTERPRISES / ENTERPRENEURES OF MADHYA PRADESH (INCLUDING MICRO AND SMALL SCALE ENTERPRISES / STARTUPS / S.S.I. UNITS)

(i) The Micro & Small Enterprises / Startups / S.S.I. bidders who have qualified for opening of price bid and are registered in the state of Madhya Pradesh and have quoted prices in the L1+15% band will be offered a chance to match their price to the L1 price and on confirmation of the same they will be eligible for award up to 50% of the tendered quantity, wherever possible, which will be decided by MPPGCL after assessing their credentials and capacity to execute the contract.
The Micro & Small Enterprises / Startups / S.S.I. units of Madhya Pradesh registered with D.I.C. (District Industries Center) / Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) or any other statutory body are also entitled for availing above benefit.

(ii) The enterprises / entrepreneur of Madhya Pradesh including Micro & Small Enterprises / Startups / S.S.I. who has quoted lowest prices shall be offered 100% quantity and in this case preference to other such bidders falling L1+15% band shall not be applicable.

(iii) Provisions of the above clause shall be applicable in the following manner:-
(A) If, the tender covered in the NIT has been issued without any specific quantity distribution clause:-
- In case, if, L1 bidder is from Madhya Pradesh then, 100% quantity shall be offered to L1 bidder.

- In case, if, L1 bidder is not from Madhya Pradesh and there is no Micro & Small Enterprises / Startups / S.S.I. bidder of Madhya Pradesh is in L1+15% band, then, 100% quantity shall be offered to L1 bidder.
- In case, if, L1 bidder is not from Madhya Pradesh and Micro & Small Enterprises / Startups / S.S.I. bidders of Madhya Pradesh are in L1+15% band, then the L1 bidder shall be considered for 50% quantity only and the balance 50% quantity shall be offered to the lowest Micro& Small Enterprises / Startups / S.S.I. bidder of Madhya Pradesh, whosoever, stands within L1+15% band on counter offer L1 rates. In case of non-acceptance of counter offer, the 50% quantity shall be offered to the next lowest Micro & Small Enterprises / Startups / S.S.I. bidder of Madhya Pradesh on counter offer L1 rates, whosoever, stands within L1+15% band and so on.
- In case of non-acceptance of counter offered rates for 50% quantity from all the bidders of Madhya Pradesh, whosoever, stands within L1+15% band, same shall be offered to L1 bidder.

(B) In case, if, the tender covered in the NIT has been issued with quantity distribution clause:-

- The quantity distribution clause as covered in the NIT shall be strictly followed and the instant clause no. 1.37 i.e. "Benefits to Enterprises / Entrepreneurs of Madhya Pradesh (including micro and small scale enterprises / STARTUPS / S.S.I. units)" shall be overruled as per "NOTE" indicated on each page of the SBD.

NOTE: The quantity to be awarded to the recommended bidder shall be as per distribution clause mentioned above, however, the same shall not be more than the quantity offered (quoted) by the bidder in their offer.

1.38 ACCEPTANCE OF OFFER / BID

MPPGCL reserves right to award contract to one or more than one bidders, if considered necessary. It shall not be obligatory on the part of MPPGCL to accept the lowest offer/bid. MPPGCL would be at liberty to accept any offer/bid lowest or otherwise, in whole or in part and to reject any or all the offers/bids received without assigning any reasons and no explanation can be demanded by any bidders in respect thereof. It is not obligatory on the part of MPPGCL to intimate the reason to disqualified bidder(s) and also in case of cancellation of tender to all the participating bidder(s).

1.39 LETTER OF INTENT / DETAILED ORDER

I. Prior to the expiry of the bid validity, MPPGCL will issue a Letter of Intent (LoI)/Detailed Order to the successful Bidder containing reference of the documents which form the Contract, Scope of supply, Contract Price, period of completion of the contract, terms of payment and other important aspects.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

II. This Letter of Intent/Detailed Order will constitute the formation of the Contract.

III. Prior to the expiry of the bid validity, MPPGCL can issue a Brief Letter of Intent (LoI) to the successful Bidder containing reference of the tender, offer and Contract Price. This brief letter of intent shall also constitute the formation of the Contract.

1.40 QUANTITY DISTRIBUTION

MPPGCL reserves the right to distribute the tendered quantity (wherever possible) amongst maximum three qualified bidders at the time of placement of order.

In case, number of bidders amongst whom quantity is proposed to be distributed has been indicated in the NIT then the quantity distribution shall be as under irrespective of number of qualified bidders:

I. If NIT provides for distribution of quantity amongst two (2) bidders:

(i) Quantity distribution amongst L1 & L2 qualified bidders shall be in the ratio of 65%:35% basis respectively at L1 rates.

(ii) In case of participation less than three (3) qualified bidders, 100% quantity shall be awarded to L1 bidder or MPPGCL may at its' sole discretion order 65% quantity on L1 bidder and retender for balance quantity.

II. If NIT provides for distribution of quantity without indicating number of bidders:

(i) Quantity distribution amongst L1, L2 & L3 qualified bidders shall be in the ratio of 65%:20%:15% basis respectively at L1 rates, in case of 4 or more qualified bidders.

(ii) Quantity distribution amongst L1 & L2 qualified bidders shall be in the ratio of 65%:35% basis respectively at L1 rates, in case only 3 qualified bidders.

(iii) In case of participation less than three qualified bidders, 100% quantity shall be awarded to L1 bidder or MPPGCL may at its' sole discretion order 65% quantity on L1 bidder and retender for balance quantity.

Note: -

(a) In case of non-acceptance of counter offered L1 rates by L2 and/or L3 bidders, then quantity shall be distributed amongst the L1, L2 or L3 bidders based on the above procedure of quantity distribution considering available bidders.

(b) In case, multiple bidder(s) stands L1 or L2 or L3, then selection of the successful bidder(s) for award of contract shall be based on their average annual turnover for last three financial years. The bidder(s) having higher average annual turnover shall be selected first for distribution of quantity i.e. the selection shall be based on the descending order of annual turnover and accordingly L1, L2 or L3 shall be decided.

For example: If in a tender, 3 bidders quote L2 rates. In this case, L1 shall be the bidder quoting L1 rates. However, L2 bidder (in bid) having highest average annual turnover will be L2 for evaluation and quantity distribution purpose and

L2 bidder (in bid) having next average annual turnover shall be considered as L3 for evaluation and quantity distribution purpose.

1.41 CONTRACT TO MULTIPLE PARTIES

MPPGCL reserves the right to award the Contract to more than one qualified Bidders.

1.42 DISTRIBUTION OF WORKS / SERVICES

(Clause Not Applicable for this type of contract)

1.43 DESTINATIONS / PLACE OF REQUIREMENT

The tendered item(s) as per technical specifications are required at corporate office of MPPGCL at Jabalpur and/ or for various Power Stations of M.P. Power Generating Company Limited as indicated in the technical specifications. Brief description of the power stations is as per the enclosed Annexure-I.

1.44 ABNORMALLY HIGH / LOW QUOTES BY THE BIDDERS

(a) MPPGCL shall have the right to obtain justification from bidder(s) for their quoted prices or rates. MPPGCL may ask for detailed price/rate analysis for such works/services and demonstration of justifications from such bidder(s).

(b) The rates less by 20% (or more) than the estimated rates shall be considered as abnormally low rates.

(c) In case of abnormally low rates, the bidder(s) shall have to furnish an additional security in the form of BG for 2 (two) times the difference between bidder's quoted rates and MPPGCL's estimated price of tender. The proforma of BG towards additional security is enclosed as annexure-XIV.

1.45 POOL RATE

The bidders are advised to quote their own individual rates. It may please be noted that if the same rate is quoted by more than one bidder, suggestive of a cartel, then such offers may not be considered by MPPGCL and EMD of participating bidders may be forfeited.

1.46 SNAP BIDDING

MPPGCL may at its sole discretion opt for snap bidding in case any irregularities like but not limited to abnormally high/low quotes by the bidders, suspected cartel formation, ambiguity arising in bid documents, any material changes to be made in the tender document, shortage of time for retendering etc. is observed. Only techno-commercially qualified bidders will be given a chance to participate in snap bidding. In the event of snap bidding it would be mandatory for the bidders to participate in the same failing which their original bid shall be considered null and void. In such circumstances MPPGCL shall accordingly communicate to the bidders. The communication shall be sent through email/registered post/ speed post with all

details. EMD validity shall also have to be extended by the bidders on demand of MPPGCL in such case.

1.47 FAKE DOCUMENTATION

EMD/SD shall be forfeited if documents submitted are found fake. Besides this, action to the extent of suspension/banning the bidder from future business with MPPGCL may also be resorted.

1.48 ARBITRARY SUBMISSION BY THE BIDDER

After commencement of bid opening process any correspondence by bidder in arbitrary manner which may affect the sanctity of tender will not be accepted and may lead to rejection of bid of such bidder.

NOTE:- The unsolicited/ suo motu discounts /rebates offered by bidder after opening of tender shall not be considered for evaluation and comparative ranking of offers but if such bidder does become L1 at its original offer, then unsolicited /suo motu discounts / rebates shall be considered for placement of order/contract.

1.49 AVAILABILITY OF SUFFICIENT FUNDS

The contractor should ensure availability of sufficient funds to supply the item(s) as per contract even if their bills are not paid by MPPGCL for whatsoever reason.

1.50 CANVASSING OF BIDS

Tenders shall be deemed to be under consideration after opening of offer/bid and until such time official announcement of order is made. During this period the Bidders or their authorized Representatives or other interested parties are advised strongly in their own interest, to refrain from contacting by any means any of the MPPGCL's personnel or representative on matters relating to tender under study.

1.51 SUSPENSION / BANNING OF BUSINESS DEALINGS

MPPGCL has its policy for Suspension/Banning of Business Dealings which is attached as Annexure-XIII. The business dealings may be suspended or banned with the Bidder/Contractor on account of any of the grounds as laid down in the said Policy following the procedures thereof. For any appeal to be made by aggrieved bidder/contractor, MD MPPGCL will be the Appellate Authority. Decision of Appellate Authority shall be final in all respect and binding on all concerned.

1.52 CORRUPT PRACTICE / FRAUDULENT PRACTICE

Bidders are expected to observe the highest standard of fair practices and ethics. In pursuit of this policy, MPPGCL will reject offer/bid if it determines that the bidder being considered for opening of offer/ for award has engaged in corrupt or fraudulent practices in competing the contract. The bidder shall submit an undertaking as per the format enclosed as Annexure-IV indicating their commitment for fair practices with

ethical standard during bidding stage and also during execution of the contract if awarded to them.

1.53 CONCEALING OF ANY MATERIAL INFORMATION OR SUBMISSION OF MISLEADING FACT OR STATEMENT BY THE BIDDER

If the bidder conceals any material information or makes a wrong statement in their bid/offer or during execution of contract in any manner whatsoever, MPPGCL reserves the right to reject such bid/offer and/or cancel the letter of intent/order if issued and EMD/Security Deposit as submitted up to that stage shall be forfeited. The bidder shall be solely responsible for disqualification based on any submission as above in their bid/offer or during execution of contract.

1.54 CHANGE / ADDITION OF RAILWAY SIDING

(Clause Not Applicable for this type of contract)

CHAPTER-2
GENERAL CONDITIONS OF CONTRACT (GCC)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

2. GENERAL CONDITIONS OF CONTRACT

2.1 TENDER DOCUMENTS

The Notice Inviting Tenders (NIT), Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Technical Specifications & scope of supply of respective tender and any corrigendum / amendment / clarification / addendum for above shall be part of tender documents.

2.2 SUBMISSION OF TENDERS / OFFERS

Bids/Offers must be uploaded/submitted within the specified time and date, in the manner specified in Instructions to Bidders (ITB) for supply of item(s) to M.P. Power Generating Company Ltd. as per the technical specifications & scope of supply and in accordance with the General Conditions of Contract (GCC).

Bids/Offers received late or delayed on any account will not be considered.

2.3 CONTRACT DOCUMENT

The term Contract document shall mean and include the following, which shall be deemed to form an integral part of the Contract.

I. The Notice Inviting Tenders (NIT), Instructions To Bidders (ITB), General Conditions of Contracts (GCC), Special Terms & Conditions (if any), Technical Specifications & scope of supply of respective tender and any amendment / clarification / addendum etc. for above.
II. Bidder's bid/offer including the letters of clarification thereto between the bidder/contractor and MPPGCL prior to the award of Contract.
III. All the data and information of any sort given by the bidder along with bid/offer, subject to the approval of MPPGCL.
IV. Any mutually agreed variation to the conditions of the tender documents, specifications and terms & conditions of Contract, if any in writing.
V. Letter of Intent and/or Detailed order issued by MPPGCL.
VI. All documents, data and information of any sort given by contractor or provided by MPPGCL in line with terms & conditions of Letter of Intent and/or Detailed order issued by MPPGCL.

2.4 PRICE VARIATION

Unless otherwise specified in the Technical Specifications & scope of Supply of the specific item(s), price variation clause is not applicable.

2.5 TAXES & DUTIES

I. The bidder shall clearly indicate the applicable charges of GST/Cess/Other Taxes & Duties (other taxes & duties are applicable on the goods and services which are not included in the GST Act 2017). The payment of GST shall be made

against presentation of documentary evidence along with the submitted invoice/bills.

II. Wherever applicable, the bidder should invariably submit documentary evidences such as valid GST Registration Certificate and type of registration i.e. registered dealer, non-registered dealer or composite scheme registered dealer & HSN/SAC code for the tendered items. In case of applicability of other taxes and duties, bidder should submit the relevant registration certificate.

III. The payment of statutory levies such as GST/Cess/other applicable taxes against the contract shall be made on the basis of rates prevailing during the contractual period only.

IV. Any other Taxes/Duties/Cess imposed by the Government during the currency of contract shall be to MPPGCL's account.

V. Apart from tax deducted at source, payment of income tax on the income generated from the contract shall be the liability of the bidder and bidder shall submit the relevant documents if so desired by MPPGCL.

2.6 APPLICABILITY OF TAXES / DUTIES / CESS BEYOND CONTRACTUAL PERIOD

In case supplies against the contract are not completed within the contractual completion period, are effected late i.e. beyond the contractual delivery period and the rate of applicable Taxes/Duties/Cess undergoes upward revision, payment will be continued to be made on the rates prevailing during the contractual delivery period. However, in case the rates of applicable Taxes/Duties/Cess undergo downward revision, then the delayed supplies beyond contractual delivery period, will attract reduced rates.

2.7 EXECUTION OF AGREEMENT

(Clause Not Applicable for this type of contract)

2.8 SECURITY DEPOSIT

Security Deposit is not required for contract value up to Rs 2 Lakh. For contract value above Rs 2 Lakh, the security deposit is applicable as under-

I. On receipt of the order, the successful bidder/contractor has to submit the security depositwithin15 days from the date of the order, for an amount of 10% (Ten Percent) of the order value as security in any of the following modes for Satisfactory execution of the order and to cover the performance guarantee /contract period as the case may be-

a) Cash to be deposited with the Accounts Officer of MPPGCL as mentioned in the order or Demand Draft drawn in favor of the Accounts Officer of

MPPGCL as mentioned in the order, drawn on any Nationalized/Scheduled Bank.

OR

Bank Guarantee from any Nationalized Bank/Scheduled Bank, strictly as per MPPGCL format (as per Annexure-V) valid sufficiently to cover the performance Guarantee/contract period and Grace period of six months.

b) The contractors registered in the state of Madhya Pradesh as Micro & Small Enterprises / START UP / S.S.I. units with D.I.C (District Industries Center) / Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) whose annual business is, up to Rs.50 Lakh, will be required to pay Security deposit @ 5% (Five Percent) of the value of individual order Subject to maximum of Rs. 20,000/- in Cash / D.D. only. However for contractors registered in the state of Madhya Pradesh as Micro & Small Enterprises/S.S.I. units as indicated above having annual business above 50 Lakh, security deposit @10% of order value shall be applicable.

II. All compensation or other sums of money payable by the contractor to MPPGCL under the terms of this contract may be deducted from their bills or by encashment from the security deposit or from any sum which may be due or may become due to the contractor by the MPPGCL. In the event of security deposit being reduced by way of any such deduction or encashment in the aforesaid manner, the contractor shall recoup the reduced amount within ten (10) days.

III. The Security Deposit shall be forfeited if MPPGCL determines that the successful bidder/contractor has been engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the contract or have concealed any material information or submitted misleading facts or statements in their offer/bid or during execution of the contract till completion of guarantee period of items supplied by them.

IV. If the contractor fails or neglect to observe or perform any of its obligation under the contract, it will be lawful for MPPGCL to forfeit either in whole or part at its absolute discretion, the security deposit furnished by the contractor.

V. In case of extension in the validity of the contract for a further period as may be required by MPPGCL the validity of bank guarantee as submitted towards

security deposit will also have to be extended as per the proforma in Annexure-VII.

VI. No interest shall be payable to the contractor on security deposit.

VII. In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of MPPGCL on the contractor for any damages or for any loss sustained by MPPGCL on account of such breach.

VIII. The Security Deposit shall be returned to the contractor only after successful completion of contract by the contractor in respect of terms and conditions of order and on expiry of Guarantee period and if there are no claims to be recovered against the contractor after ascertaining 'No Liability Certificate' from the consignees, Accounts Departments and user Departments of MPPGCL.

IX. In the event of a breach of any other contract, in any manner by contractor, the security deposit shall be forfeited and adjusted against the claim of MPPGCL on contractor for any damages or for any loss sustained by MPPGCL on account of such breach.

2.9 HANDING OVER OF SITE

(Clause Not Applicable for this type of contract)

2.10 SCOPE OF CONTRACT

I. The scope of contract shall comprise of design & engineering (wherever Applicable), manufacture with due quality assurance plan, inspection and testing before dispatch, packing and supply on FOR Destination basis and to provide guarantee of the item(s) in accordance with the clause no.2.23 "Guarantee" or as specified in the technical specification & scope of supply of tender document as the case may be.

II. The item(s) shall be complete in every respect with all Mountings, fixtures and standard accessories, which are normally supplied, though not specifically detailed in technical specification and scope of supply.

2.11 WORKING IN MULTIPLE SHIFTS

(Clause Not Applicable for this type of contract)

2.12 COOPERATION WITH OTHER CONTRACTOR

(Clause Not Applicable for this type of contract)

2.13 SECURITY WATCH AND LIGHTING

(Clause Not Applicable for this type of contract)

2.14 MATERIAL FOR PERFORMANCE OF THE CONTRACT

(Clause Not Applicable for this type of contract)

2.15 WORK PROGRESS

(Clause Not Applicable for this type of contract)

2.16 MOBILIZATION PERIOD

(Clause Not Applicable for this type of contract)

2.17 DELIVERY PERIOD

AMENDED CONDITION ON PAGE NO. 94

I. The offered delivery period should be at the shortest possible or in accordance with delivery period indicated in the NIT or in Technical Specifications& scope of supply of the tender.

II. The offered delivery period should be clearly indicated and strictly followed. Unless otherwise specified separately, the delivery period shall be counted from the date of placement of order.

III. The item(s) of the respective consignment should be dispatched to the consignees within 21 days from the date of issue of dispatch instructions/clearances. Any delay in delivery beyond this period shall attract penalty even though the item(s) is delivered within the contractual delivery period.

IV. Deferment of Deliveries: MPPGCL reserves the right to defer or reschedule the delivery period without any extra cost/liabilities on MPPGCL.

Note: For extension of delivery period due to force majeure conditions, the contractor shall submit their representation with full documentary evidence of such force majeure conditions which occurred during execution of contract, affecting the delivery period, for scrutiny by MPPGCL which may be considered on merit basis.

2.18 TERMS OF PAYMENT

Full payment inclusive of taxes/duties/cess and other charges corresponding to each consignment, shall be made on direct basis, and not through Bank, against Material Receipt Certificate (MRC) ordinarily within 45 days from the date of receipt of item(s) at the designated site/stores in good condition. MPPGCL shall not be liable for payment of any interest or any other charges etc. for delay in payment.

Unless otherwise specified, the date of receipt of item(s) as recorded in Daily Receipt Register (DRR) and indicated in Material Receipt Certificate (MRC) shall be treated as the date of delivery for payment purpose provided the item(s) has been accepted by MPPGCL.

The required documents as per terms & conditions of order will have to be forwarded to the consignee and payment authority of MPPGCL for release of payment.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

I. The list of some of the documents not limited to followings required as per terms of order will have to be forwarded to MPPGCL to facilitate payment is as follows -
   a) Bill/ Invoice (in duplicate/triplicate) having GST No. (if applicable) on the basis of rates accepted.
   b) Formal Dispatch Instructions
   c) Packing list / Challan
   d) Security Deposit acceptance letter (if applicable) with first bill against the contract.
   e) Original Transport/ Freight Bills
   f) Material Receipt Certificate
   g) Test Certificate, Guarantee / Warrantee Certificate (wherever applicable)

II. Payment Procedure :
   a) Original MRC shall be issued by consignee to the Accounts Authority of MPPGCL (as indicated in order). Copies of MRC will also to be given by the consignee to (i) Contractor & (ii) order placing authority.
   b) The Accounts Authority of MPPGCL (as indicated in the order) will scrutinize /verify the bills and then pass for payment.
   c) The payments will be released by Payment Authority of MPPGCL (as indicated in the order).

Note: In case of advance payment (if, considered by MPPGCL) to the contractor, it shall be secured by irrevocable Bank Guarantee equivalent to 110% (Hundred and ten percent) amount of advance payment. The proforma of Bank Guarantee is annexed as Annexure-VIII.

2.19 PACKING & FORWARDING

The contractor shall be responsible for the item(s) being properly packed and stored at their expenses for transport by Rail, Road or Sea, so as to ensure them being free from loss or damage, due to handling and transport to the destination.

Each package shall be prominently and distinctly marked on at least two faces, indicating the full address of the consignee, destination station, name of item(s), quantity of item(s), MPPGCL's order number, weight and volume of the package, etc. Each item contained in the package or box shall be described sufficiently to enable easy identification.

The packing shall conform to the specification, rules and regulations prescribed by the Railways, Transport Agencies. In case of transport by Rail, value of consignment shall also be specified. In case of any loss/damage to the consignment, due to non-standard packing, the same shall be made good, free of all charges to MPPGCL by the contractor

2.20 MODE OF DISPATCH AND FREIGHT CHARGES

The bidder should indicate mode of dispatch and quote FIRM unit freight charges applicable for respective destination as desired in the price bid of the tender. Variable freight charges or charges quoted on lump sum basis shall not be accepted. The item(s) is to be dispatched on Door Delivery basis only. No detention charges shall be paid by MPPGCL.

2.21 TRANSIT RISK

I. Responsibility regarding covering of risk, during transit of item(s), shall entirely be, on the contractor. It is the responsibility of the contractor to supply the item(s) safely to site stores/designated site. In case any damage/shortage noticed at our stores, it shall be the responsibility of the contractor to repair/replace/replenish the item(s) free of cost without any delay.

II. Transit damages/ shortages / losses shall be reported by the consignees within 30 days from the date of receipt of the consignments. Such damages / shortages / losses shall be repaired/replaced/replenished by the contractor, free of cost within reasonable time from the date of intimation by the consignee without waiting for the settlement from carrier or insurance company etc. if any. If the contractor fails to do so, the consignee(s) shall be free to get, the repair work done from other sources and they shall be free to recover the cost of such item(s)/expenses of repairs either from the contractor/ balance bills of contractor against any contract or from the security deposit, as deemed fit.

III. The responsibility of replenishment/replacement of item(s) lost /broken or damaged including loss due to fire shall rest with the contractor to immediately make good the shortage/losses /damages, without any extra cost.

2.22 FALSE INSPECTION CALL

In case after giving the inspection call, any contractor does not offer the item(s) to the inspecting officer of MPPGCL for inspection/testing, then cost of repeat visit of Inspecting Officer of MPPGCL for inspection shall be borne by the contractor.

2.23 GUARANTEE

I. The item(s) shall be of highest standards and shall be guaranteed for satisfactory performance for a period of one year from the date of installation or 18 months from the receipt date of Daily Receipt Register (D.R.R.) at site (as indicated in MRC) of the last consignment whichever is earlier, or as required in the technical specifications. MPPGCL at its option may ask for guarantee of longer period than above for long life spares / capital item(s) from the date of installation or receipt of item(s) at site.

II. In the event, any defects due to faulty item(s) or bad workmanship are noticed during Guarantee Period, then same shall be replaced/rectified, free of all charges, in a reasonable time by contractor. The guarantee period of the replaced /rectified item(s) shall be counted from the date of replacement / rectification.

III. The said item(s) if required to be replaced, shall be collected by the contractor from Site stores at their own cost and at their own responsibility. Such rejected item(s) will like-wise be returned duly repaired/replaced and tested subsequently by the contractor to the destination store on "Freight paid basis" at their cost, in a reasonable time.

IV. The amount deposited under Security Deposit clause shall also cover the performance guarantee of the supplied item(s).

V. In the event of the contractor's inability to adhere to the aforesaid provisions, suitable penal action will be taken against them which may inter alia include suspension/banning the contractor for future business with the MPPGCL, for a certain period/tenders.

2.24 FORFEITURE OF EARNEST MONEY

I. The EMD of the bidder shall be forfeited if-

a) The bidder withdraws their offer or become non-responsive during the validity period or after placement of order.

b) Fails to submit required security deposit.

c) MPPGCL determines that the successful bidder/contractor has been engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing the contract or have concealed any material information or submitted misleading facts and statements in their bid/offer or during execution of the contract till completion of guarantee period of items supplied by them.

II. If EMD of the bidders is forfeited due to reason set forth above in clause no. 2.24(I) (a,b,c), in such case bidders will not be allowed to participate in the re-tender of that particular item(s)

2.25 REMOVAL OF WORKER / HUMAN RESOURCES

(Clause Not Applicable for this type of contract)

2.26 PENALTY

I. The timely delivery of the item(s) is the essence of the contract. In case the supplier fails to deliver the item(s) within the stipulated delivery period, the delay will attract penalty.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

In case of the delay of every one week or part thereof, MPPGCL may at its option shall levy an unconditional penalty of 0.5% (one half of one percent), subject to maximum of 10%(ten percent), of basic cost of delayed item(s) excluding taxes, duties, freight charges and other charges if any.

II. For the purpose of computing penalty, the date of delivery shall be computed as under:

a) **In case pre-dispatch inspections at firm's works are not required / applicable:**

Unless otherwise specified, the date of dispatch of material as indicated in Invoice / Dispatch documents shall be treated as the date of delivery for penalty purpose provided the supplied item(s) are accepted by MPPGCL and has been received within 30 days from the date of dispatch. If item(s) is not received within 30 days of despatch, then penalty would be applicable as per order.

b) **In case where pre-dispatch inspection at firm's works is required:**

The date of readiness of item(s) for pre dispatch inspection shall be considered as the date of delivery, subject to the condition that the date of readiness for pre-dispatch inspection is 30 days in advance of terminal date of scheduled delivery. Based on the satisfactory joint inspection, the order issuing authority will issue the dispatch instruction for the delivery of the item(s). In case the item(s) is not received within 30 days from the date of issue of dispatch instructions, penalty shall be imposed even though the delivery period is not over.

III. The applicable penalty calculated as above (clause no.2.26-I) may be retained from the due payment and shall be reconciled after completion of supply. No interest shall be paid on the retained amount by MPPGCL.

IV. Penalty towards contract shall be finalised after completion of supply and due re-conciliation of all liabilities at the time of making payment of last consignment / invoice against the contract.

Note: The GST as applicable shall be levied on the penalty amount and shall be recovered from the contractors only.

2.27 URGENT WORKS

(Clause Not Applicable for this type of contract)

2.28 PENALTY FOR BREACH OF CONTRACT

(Clause Not Applicable for this type of contract)

2.29 COMPLETENESS OF EQUIPMENT

The item(s) shall be complete in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the MPPGCL's specification or the Bidder's offer. The Supplier shall not be eligible for any extra price in respect of such minor fittings and accessories which can be considered as an essential part of the basic item(s) even though not specifically mentioned in the specification or in the offer. MPPGCL reserves the right to decide whether items are minor fittings or not.

2.30 DESIGN AND INTERCHANGEABILITY

All similar material and removable parts of similar item(s) shall be uniform and interchangeable with each other wherever they are asked for.

2.31 WORKS TO BE OPEN FOR INSPECTION

(Clause Not Applicable for this type of contract)

2.32 TESTING FACILITIES AND TESTS TO BE CONDUCTED

I. The bidder must give details about test lab and on line/off line testing facilities available with them for the offered item(s). The bidders should also give the details of Quality Assurance Plan, Tests proposed to be conducted with details of applicable specifications/codes.

II. MPPGCL reserves right to inspect the manufacturing units/premises/ testing facilities of the contractor before/after the award of contract. In such case, the contractor shall make all necessary arrangements as per the requirement of MPPGCL.

2.33 MATERIAL TEST CERTIFICATE

The contractor shall have to furnish original material test certificate in respect of chemical composition and physical properties etc. from Govt./Govt. approved Laboratory/NABL accredited laboratory corresponding to each batch of supplies. In case of Govt. approved/NABL laboratory, documentary evidence regarding its recognition should be furnished, otherwise material test certificate shall not be accepted.

2.34 TYPE TEST CERTIFICATE

Wherever applicable or called for, photo copies of valid type test certificates from the standard test laboratories in India or of international repute should be submitted.

2.35 PRE DISPATCH INSPECTION

I. All item(s) shall conform to provisions of any statutory acts such as the Indian Electricity Act, Indian Factory Act, the Indian Boiler Act etc. and corresponding rules and regulations, as may be applicable.

II. All item(s) ordered will be subject to inspection by MPPGCL's representative and approval of pre-dispatch inspection report and test certificates by order issuing authority before dispatch.

III. MPPGCL's representatives shall be entitled at all reasonable time during manufacture to inspect, examine and test at the supplier's premises, the item(s) and workmanship of the item(s) to be supplied under the contract. MPPGCL, at its option, can carry out Stage Inspection in full details during the manufacture of item(s) under order.

IV. As soon as the item(s) are ready for inspection/testing, the supplier shall intimate MPPGCL, at least 10 days in advance so that arrangement can be made for inspection. MPPGCL will not be responsible for delays in pre dispatch inspection due to delay in offer of readiness of material for pre-dispatch inspection by the contractor. The item(s) shall not be dispatched unless dispatch instruction by order issuing authority is given after due inspection of item(s) by the MPPGCL's authorized Representative or waiver of inspection by MPPGCL.

V. Contractor will arrange tests at site, wherever necessary.

VI. MPPGCL at its option may opt for third party inspection i.e. inspection by institutional agencies. In such cases contractor shall adhere to the inspection and testing procedure laid down by such agencies. Inspection fees of third party shall be to MPPGCL's account unless agreed to the contrary and specified in the purchase order.

VII. Inspection before dispatch will not, however, relieve the contractor from their responsibility to supply material strictly in accordance with the specifications.

VIII. Except fake inspection calls, the date of readiness of item(s) for pre dispatch inspection shall be considered as the date of delivery, subject to the condition that the date of readiness for pre-dispatch inspection is 15 days in advance of terminal date of scheduled delivery. Based on the satisfactory joint inspection, the order placing authority will issue the dispatch instruction for the delivery of the item(s). In case the item(s) is not received within 30 days from the date of issue of dispatch instruction, penalty shall be imposed (as per clause no. 2.26) even though the delivery period is not over. AMENDED CONDITION ON PAGE NO. 94

2.36 RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS

Any amount recoverable from the contractor against any other contracts with MPPGCL will be adjusted from payment due against the contract awarded under the provision of this specification.

2.37 EXTENSION ORDER

MPPGCL reserves right to place an extension order limited to 50% of the ordered value for any additional quantity on the same rates, terms and conditions within six months from the date of placement of order. However, the 50% value may increase to complete the number/unit of ordered items.

2.38 ROYALTIES AND PATENTS

All royalties for patents or any charges for usage or infringement thereof that may be involved in the supply shall be included in the offered price. The contractor shall protect MPPGCL against any claim thereof. Contractor is fully responsible for such contractual dealings and MPPGCL shall not be called upon to bear any such charges. The Indemnity bond shall have to be executed by the supplier to this effect, if required, in the prescribed format (Annexure-X). In case of non-submission of indemnity bond, it will be the contractor's liability to cover the same.

2.39 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT, 1923

(Clause Not Applicable for this type of contract)

2.40 INSURANCE

(Clause Not Applicable for this type of contract)

2.41 IMPLEMENTATION OF EMPLOYEES PROVIDENT FUND & MISC PROVISION ACT, 1952

(Clause Not Applicable for this type of contract)

2.42 MINIMUM WAGES

(Clause Not Applicable for this type of contract)

2.43 LABOUR LICENSE [FOR THE WORKS TO BE EXECUTED WITHIN THE POWER HOUSE PREMISES]

(Clause Not Applicable for this type of contract)

2.44 SAFETY APPLIANCES

(Clause Not Applicable for this type of contract)

2.45 LIST OF T&P AND TECHNICAL PERSONNEL

(Clause Not Applicable for this type of contract)

2.46 T&P ON HIRE BASIS
(Clause Not Applicable for this type of contract)

2.47 TEMPORARY / ENABLING WORKS
(Clause Not Applicable for this type of contract)

2.48 COMPREHENSIVE MEDICAL CHECK-UP
(Clause Not Applicable for this type of contract)

2.49 RECORD KEEPING REGARDING CONTRACT
(Clause Not Applicable for this type of contract)

2.50 SPECIAL CONDITIONS RELATING TO SAFETY
(Clause Not Applicable for this type of contract)

2.51 ACCOMMODATION & TRANSPORTATION
(Clause Not Applicable for this type of contract)

2.52 POWER STATION SECURITY
(Clause Not Applicable for this type of contract)

2.53 MATERIAL MOVEMENT
(Clause Not Applicable for this type of contract)

2.54 SPARE PARTS
(Clause Not Applicable for this type of contract)

2.55 DISPOSAL OF SCRAP
(Clause Not Applicable for this type of contract)

2.56 DISPOSAL OF SURPLUS MATERIAL, PLANT AND EQUIPMENT
(Clause Not Applicable for this type of contract)

2.57 WORKMANSHIP & MATERIALS

All item(s) supplied shall be strictly as per specification laid down and in strict accordance with approved standard samples wherever applicable. In case of item(s) of which there are no standard approved sample, the supplies shall be of the best workmanship materials as far as applicable and practicable and confirm to the latest specification of ISI, wherever applicable.

All materials used in the manufacture of the item(s) shall be of highest grade, free from defects and imperfection and shall be of recent manufacture and unused. All work shall be performed and completed in accordance with best shop practice. Manufacture of high grade equipment casting shall be free from blow holes, flaws, cracks or other defects and shall be smooth, close grained and of correct dimensions.

2.58 LOCAL CONDITIONS

(Clause Not Applicable for this type of contract)

2.59 NOTICE TO LOCAL BODIES

(Clause Not Applicable for this type of contract)

2.60 CONTRACTOR'S LIABILITY FOR LOSS, DAMAGE, ACCIDENT, ETC.

(Clause Not Applicable for this type of contract)

2.61 TRAVEL EXPENSES

(Clause Not Applicable for this type of contract)

2.62 THE CONTRACTOR'S RESPONSIBILITIES

(Clause Not Applicable for this type of contract)

2.63 CONFIDENTIALITY

The parties to the agreement/contract shall not either during the term or after the expiration of the validity of the agreement/contract, disclose any proprietary or confidential information relating to the agreement/contract without the prior written consent of either party.

2.64 LIST OF PERSONNEL

(Clause Not Applicable for this type of contract)

2.65 PROGRESS REPORT

(Clause Not Applicable for this type of contract)

2.66 SUB-LETTING OF ASSIGNMENT

(Clause Not Applicable for this type of contract)

2.67 FORECLOSURE OF CONTRACT

I. MPPGCL reserves the right to foreclose the contract at its discretion, if required. Order issuing authority of MPPGCL shall give 15 days notice in this regard in writing. The Contractor shall have no claim for any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the contract in full, but could not derive in consequence of the foreclosure of the whole or part of the contract.

II. The Contractor shall be paid at contract rates for the supplies successfully executed at the time of fore closure of the contract.

III. Reasonable compensation claimed by the contractor towards expenses in respect to the contract shall be reimbursed after due diligence. MPPGCL's decision in such case shall be final and binding on the contractor.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

2.68 COMPLIANCE OF LAWS AND REGULATIONS

I. The bidder/contractor shall, guarantee that all item(s) covered in their offer /contract have been produced, tested, dispatched and delivered in strict compliance with all applicable Rules and Regulations including industries (Development and Regulations) Act 1951 and any amendment there under, labor agreements, working conditions and technical codes and requirements as applicable from time to time.

II. The bidder/contractor should execute and deliver such documents, as may be needed by MPPGCL, in evidence of compliance. All laws, Rules and regulations are required to be incorporated in this reference. Any liability arising out of Contravention of any of the laws shall be the sole responsibility of the bidder/contractor and MPPGCL shall not be responsible in any manner whatsoever.

2.69 CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE OR OBSTRUCTIVE PRACTICE

If MPPGCL determines that bidder/contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the contract, then MPPGCL may after giving fifteen (15) days notice to the bidder/contractor shall terminate the LOI/order under the contract.

2.70 EVENTS OF DEFAULT

The events but not limited to followings shall be construed as Events of Default on the part of the Contractor and suitable action as per provisions incorporated elsewhere in bid documents will be taken by MPPGCL:

I. The Contractor is in material breach of any of the terms of this Contract;

II. The Contractor is adjudged bankrupt or insolvent;

III. The voluntary winding up of the Contractor by the shareholders of the Contractor;

IV. Any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and the Contractor is ordered to be wound up by the court. This provision shall not apply where the winding up order is pursuant to a scheme of amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Contract.

2.71 TERMINATION OF CONTRACT

I. MPPGCL may by not less than fifteen (15) days written notice of default, terminate the contract in the circumstances detailed here under:

a) If in the opinion of the MPPGCL the contractor fails to deliver the item(s) within time specified or during the period for which extension has been granted by MPPGCL.

OR/AND

b) If in the opinion of MPPGCL, the contractor fails to comply with any of the provisions of this contract or item(s) is found not in accordance with prescribed specifications and/or the approved samples.

II. In the event of such termination, MPPGCL on its sole discretion shall exercise its power as :-

a) In case of no supply/part supply made by the contractor, maximum penalty for the non-supplied items as per clause no (2.26) shall be imposed.

OR/AND

b) To forfeit security deposit of the contractor either in whole or part at its absolute discretion.

OR/AND

c) To Purchase from elsewhere after giving due notice to the contractor, at the risk & cost of the contractor for such item(s) not so delivered or others of similar description in respect of consignment not yet delivered. However this shall be exercised in addition to deduction of maximum penalty as per clause no. 2.71(II)(a) above.

OR/AND

d) To cancel the contract, reserving, MPPGCL right to recover damages from the contractor for the non- supplied items.

III. In pursuance to sub clause No.2.71 (I&II) above, MPPGCL shall exercise its discretionary power to suspend/ban the contractor for further business with MPPGCL for a declared period and/or for participation in next three tenders issued for that particular item(s) from that particular office on breach of the contract

IV. Notwithstanding that the power under Clause No.2.71 (II) referred to above, are in addition to the rights and remedy available to MPPGCL under the law of contract in India.

V. In the event of risk purchase of stores of similar description, the opinion of MPPGCL shall be final. In the event of action taken under sub Clause No.2.71 (II) above, the supplier shall be liable to pay for any loss, which MPPGCL may sustain on that account but the supplier shall not be entitled for any saving on such purchases made against the default.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

VI. The decision of MPPGCL shall be final regarding the acceptability of the stores supplied by contractor and MPPGCL shall not be required to give any reason in writing or otherwise at any time for the rejection of the item(s).

VII. In the event, MPPGCL not terminating the contract order as per provisions of sub clause No.2.71(I&II) above, the contractor shall continue execution of the order. In such case the contractor shall be liable for penalty as per clause no.2.26 until supplies are accepted.

VIII. The contractor shall discharge duties as per terms & conditions of order during the termination notice period till final date of termination of contract.

2.72 DEATH, BANKRUPTCY, BREACH OF CONTRACT

If the contractor dies or becomes insolvent or bankrupt or receiving order made against him or compound with or make any proposal for carrying on his business under inspection for the benefit of his creditors or commit an act of insolvency or bankruptcy or being a corporation pass a resolution or be ordered to wind up or have a receiver of its business appointed or commit a breach of contract, in such situations MPPGCL shall be entitled forthwith, by writing to the contractor or his assigns or legal representative to terminate the contract and MPPGCL may in the event, get the contract completed in such time and manner and by such persons as MPPGCL shall think fit at the risk, cost and under the liability of the contractor.

2.73 CHANGE IN LAW

"Change in Law" shall mean the occurrence of any of the following after the date of submission of bid/offer, to the extent such occurrence was not reasonably foreseeable by the bidder prior to the date of submission of bid/offer.

I. The enactment of any new Indian law;

II. The repeal, modification or re-enactment of any existing Indian law;

III. Unless otherwise specifically agreed by the bidder, any change in the rates of any of the taxes, or introduction of any new taxes after the date of submission of bid/offer and before placement of order/award shall be in the scope of MPPGCL.

2.74 FORCE MAJEURE

I. "Force Majeure" shall mean any event beyond the reasonable control of the contractor or MPPGCL or both, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.

Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order-

a) Natural phenomena, including but not limited to abnormally bad weather conditions, unprecedented floods, draughts, earthquakes and epidemics.
b) Act of any Government authority, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes, licensing control or production or distribution restrictions.
c) Accidents and disruptions including but not limited to fires, explosions, breakdown of essential machinery or equipment.
d) Strikes and lockouts continuing for more than three (3) weeks affecting the performance of the parties.
e) All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the contractor to perform.

II. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fifteen (15)days after the occurrence of such event.

III. The party who has given such notice shall be excused by the other party from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The time for completion shall be extended by a reasonable time.

IV. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract.

V. Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not
a) constitute a default or breach of the Contract
b) give rise to any claim for damages or additional cost or expense occasioned thereby.

VI. If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause no. 2.75 "Settlement of Disputes".

VII. Notwithstanding clause (V) above, Force Majeure shall not apply to any obligation of the MPPGCL to make payments to the contractor herein.

Note: For extension of delivery period due to force majeure conditions, the contractor shall submit their representation with full documentary evidence for scrutiny by MPPGCL which may be considered on merit basis.

2.75 SETTLEMENT OF DISPUTES

I. **Mutual Dispute Resolution**

If any dispute or difference(s) of any kind whatsoever arise between MPPGCL and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract whether during the progress of the contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

If the parties fail to resolve, the aggrieved party shall request to convene the meeting of CEOs/MDs of both i.e. MPPGCL and the Contractor, or their authorized representatives, for amicable settlement of the dispute within a period of 30 (thirty) days or as may be mutually agreed upon.

II. **Dispute Resolution through Project Steering Committee (if any)**

If both the parties fails to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred to the Project Steering Committee (if any) constituted for this purpose for a possible settlement

III. **Arbitration**

a) If the parties fail to resolve such a dispute or difference by mutual consultation as above, then the dispute shall be referred in writing by either party to and settled by arbitral tribunal comprising of three (3) arbitrators, one to be appointed by each party, and the third presiding arbitrator to be appointed by both the arbitrators, as per the provisions of Indian Arbitration and Conciliation Act, 1996, as amended from time to time. If both the appointed arbitrator fails to appoint third presiding arbitrator within thirty days from the date of their appointment, the aggrieved party may request the Chief Justice or any person or institution designated by them to take necessary measures as per Section 11 of the Arbitration and Conciliation Act, 1996.

The provisions of Indian Arbitration and Conciliation Act, 1996, as amended from time to time, shall apply to such arbitration proceedings. The award of the arbitral tribunal shall be final and binding upon the parties. The seat of arbitration shall be Jabalpur, MP / as per the convenience of Arbitral Tribunal. The fees and expenses of respective arbitrators shall be to the account of respective party and the fees and expenses of the third presiding arbitrator shall be to the account of both the parties on 50-50 basis.

b) For any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with above Arbitration clause, the decision of MPPGCL shall be binding on the Contractor till the completion of the arbitration process, for the purpose of execution of the Project.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

c) Notwithstanding any reference to clause no. III, (a) and (b) above, herein
   i) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
   ii) MPPGCL shall pay the Contractor any undisputed payable amount due to the Contractor.

2.76 JURISDICTION

Any dispute or difference, arising under, out of, or in connection with this tender/contract, shall be subject to exclusive jurisdiction of competent court of Madhya Pradesh, where the office of order placing / issuing authority is situated.

2.77 SPLITTING OF SCOPE OF WORK

(Clause Not Applicable for this type of contract)

2.78 DEFAULT / RISK PURCHASE

(Clause Not Applicable for this type of contract)

2.79 ISSUES RELATED TO ENVIRONMENT AUTHORITIES / PUBLIC

(Clause Not Applicable for this type of contract)

2.80 WITHHOLDING OF PAYMENT

MPPGCL may withhold the whole or part of any payment against the contract claimed by the contractor which in the opinion of the order placing authority is necessary to protect interest of MPPGCL on account of:

I. Supplied item(s) are not as per the technical specifications& scope of supply.
II. Damage to MPPGCL or other's property due to reason at (I) above.
III. Penalty if imposed on account of statutory labour laws or by court of law in case of injuries inflicted on any personnel including those of MPPGCL due to reason of (I) above.

2.81 ACTION WHEN WHOLE OF CPG IS FORFEITED

(Clause Not Applicable for this type of contract)

2.82 DEDUCTION FROM CONTRACT FEES

(Clause Not Applicable for this type of contract)

2.83 CHANGE IN CONSTITUTION OF CONTRACTOR AND ADDRESS

In case there is any change in partnership or any change in constitution of the Contractor it shall be forthwith notified by the Contractor to MPPGCL for information. Any change in the address of the Contractor shall also be intimated to the Officer-in-Charge of MPPGCL.

2.84 GOVERNING LANGUAGE

(Clause Not Applicable for this type of contract)

2.85 OPERATING OFFICERS

(Clause Not Applicable for this type of contract)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

CHAPTER-3-ANNEXURES

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

3. ANNEXURES

ANNEXURE – I

BRIEF DESCRIPTION OF POWER STATIONS

(Clause No. 1.43 of Instructions to Bidders)

Brief description of the power stations are as under: –

I. Satpura Thermal Power Station

It has an installed capacity of 1330 MW having six generating units i.e. 1 x 200 MW + 3x210MW+2x250MW=1330MW.

It is located at Village Sarni. Pin-460 447, Distt.Betul (M.P.). Sarni is at a distance of about 18 Kms from 'Ghoradongri' Railway Station, which lies on Itarsi - Nagpur Section of Central Railway. By road it is about 40 Kms. from Betul (M.P).

II. Amarkantak Thermal Power Station

It has an installed capacity of 210 MW, having one generating unit of 210 MW.

It is located at Village Chachai, Pin-484 220, Distt. Anuppur (M.P.). Chachai is about 10 Kms away from Amlai Railway Station which lies on Katni-Bilaspur Section of South East Central Railway. By road it is about 10 Kms. from Anuppur (M.P.)

III. Sanjay Gandhi Thermal Power Station, Birsinghpur

It has an installed thermal capacity of 1340 MW having five generating units i.e. 4x210 MW + 1 x 500 MW = 1340 MW & one Hydel Unit of 20 MW capacity.

It is located at Birsinghpur, Pin- 484 552 Dist – Umaria (MP) about 12 Kms. from Birsinghpur Railway Station, which is situated on Katni-Bilaspur Section of South East Central Railway. By Road it is about 40 Kms. from Shahdol (M.P).

IV. Shree Singaji Thermal Power Project Donglia Distt. Khandwa

It has an installed capacity of two generating units of 2x600MW=1200 MW and two super critical units of 2x660MW = 1320MW i.e. total 2520 MW capacity.

It is located at about 45 kms by Road from Khandwa city and 13 Kms from Beer Railway Station. Khandwa Railway Station lies on ItarsiKhandwa Section of Western Central Railway.

V. Gandhi Sagar Hydel Power Station, PO Gandhi Sagar Distt. Mandsaur.

It has an installed capacity of five generating units of 5x23 MW = 115 MW.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

It is located at MP – Rajasthan Border in Mandsaur Dist. (MP). Its nearest Railway Station is Jhalawar Road on Ratlam Kota Section of Western Railway. It is about 70 Kms from Jhalawar.

VI. Pench Hydel Power Station P.O. Totladoh, Distt. Nagpur (MS)

It has an installed capacity of two generating units of 2x80 MW = 160 MW.

It is located at MP – Maharashtra Border at Totladoh, Distt. Nagpur, Maharashtra. Its nearest Railway Station is Nagpur on the Central Railway. It is 80 Kms from Nagpur.

VII. Rani Awanti Bai Sagar Hydel Power Station,Bargi Nagar, Jabalpur District (MP).

It has an installed capacity of two generating units of 2x45 MW = 90 MW.

Its nearest Railway Station is Jabalpur on the Western Central Railway. It is about 40 Kms from Jabalpur by Road.

VIII. Tons Hydel Power Station ,Sirmour

a) Ban Sagar - I (Sirmour) Distt. Rewa (MP): It is located at about 40 Kms from Rewa on Rewa-Daboura Road.

It has an installed capacity of three generating units of 3x105 MW = 315 MW.

b) Ban Sagar-II (Silpara) Distt. Rewa (MP):It is about 8 Kms from Rewa on Rewa Shahdol Road.

It has an installed capacity of two generating units of 2x15 MW = 30 MW.

c) Ban Sagar-III (Devlond) Distt. Shahdol (MP):It is about 60 kms from Rewa on RewaShahdol Road.

It has an installed capacity of three generating units of 3x20 MW = 60 MW.

d) BanSagar –IV (Jhinna) Distt. Satna (M.P.):It is about 40 kms from Rewa on Rewa Shahdol Road.

It has an installed capacity of two generating units of 2x10 MW = 20 MW.

IX. Rajghat Hydel Power Station, Rajghat. PO Chanderi Distt. Guna (MP)

It has an installed capacity of three generating units of 3x15 MW = 45 MW.

It is located at Chanderi in Guna Distt (MP) . Its nearest Railway Station is Lalitpur on Bina – Jhansi Section of Northern Central Railway. It is 32 Kms from Lalitpur by road and 18 Kms from Chanderi.

X. Madhikheda Hydel Power Station, Madhikheda. Distt. Shivpuri (M.P.).

It has an installed capacity of three generating units of 3x20 MW = 60 MW.

It is about 18 kms from Shivpuri.

ANNEXURE -II

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(Clause No. 1.15-VII of Instructions to Bidders)

TEXT

Bank Guarantee No.....
Date.....

To,
(Tender issuing authority)

Dear Sirs,

In accordance with Invitation for Bids under your Tender Document ref. No.----**(Tender No)**---------- .M/s.....**(Bidders Name)**..... having its Registered/ Head Office at .....**(Address of Bidder)**.....**(Hereinafter called the 'Bidder')** wish to participate in the said Bid/ Tender for supply of ----------**(Tender Particulars)**----------.

As an irrevocable bank guarantee towards Earnest Money against Bid Security for an amount of ..... (*) ..... valid for 270 days from ..... (**) .... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the ..... **[Name & address of the Bank]** ..... having our Head Office at.... .....(#) .....guarantee and undertake to pay immediately within 48 Hrs. on demand, in writing, from the MPPGCL or any officer authorized by it in this behalf,, of any amount upto and not exceeding Rs..... (*) ..... without any reservation, protest, demand and recourse. Any such demand made by the 'MPPGCL' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto ..... (@) ..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ..... **[Bidder's Name]** .....on whose behalf this guarantee is issued.

It is agreed by the Bank with the company that for any reasons / disputes arises concerning the Bank's liability to pay the requisite amount to the MPPGCL, under the terms of this Guarantee, the competent court of Madhya Pradesh in the Territory of which the office of tender issuing authority is situated alone i.e. ..... shall have the jurisdiction to determine the same dispute and this shall be without prejudice to the liability of the Bank under the terms of this Guarantee being un-equivocal & un conditional, as mentioned above.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

This guarantee shall be valid and binding on this Bank up to and including [insert date] 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 **[insert name of the Bidder]** and the MPPGCL.

This guarantee shall be a primary obligation of the Bank and accordingly the MPPGCL shall have first and primary recourse to the Bank and shall not be obliged, before enforcing this guarantee, to take any action in any court or arbitral proceedings against ……**[Insert name of the Bidder]**, to make any claim against or issue any notice or demand on …..**[Insert name of the Bidder]**or to give any notice to ……**[Insert name of the Bidder]** to enforce any security held by the MPPGCL or to exercise, levy or enforce any distress, diligence or other process against ……**[Insert name of the Bidder].**

The Bank represents that this guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.

This guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.
In witness where of the Bank, through its authorized officer, has set its hand and stamp on this …… day of …….. 20…….. at ……..

Witnesses:

1. Signature
   Full name in block letters
   Occupation :
   Address

2. Signature
   Full name in block letters
   Occupation :
   Address

Signed (on behalf of bank)
Name :
Name of Bank……
Designation :
Staff Code No :
Bank Seal :

Date :

Note: This Guarantee should be furnished by a Scheduled Commercial Bank authorized by the Reserve Bank in India.

(i) (*) The amount as specified in the Bid Documents/ Notice Inviting Tender (**) This shall be the date of opening of bids (#) Complete mailing address of the Head Office of the Bank, along with the Fax No of the Issuing Branch, to be given. (@) This date shall be the last date for which the bid is valid.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

(ii) To be executed on non-judicial stamp paper of value to 0.25% of value of Bank Guarantee subject to minimum of Rs 500/- and maximum of Rs.25000/- and duly affixed for revenue stamp of Rs. 1/-. To be stamped in accordance with Stamp Act, if any, of country of the issuing bank. (For Example : If the Bank Guarantee is of value Rs. 1,00,000/- then the stamp paper will be of Rs. 500/- only and not 100000x0.0025 = 250/-)

(iii) The Stamp papers should be purchased in the name of Bank issuing the Guarantee.

(iv) Complete mailing address of the Head Office of the Bank, issuing the Guarantee, along with e-mail addresses and Fax No. shall be given.

(v) In case of Foreign Bidder and Foreign portion the bank guarantee shall be issued in that foreign currency issued by any bank in India as stated above or any foreign commercial bank which is in the approved list of Reserve Bank of India (RBI).

(vi) The Bank Guarantee shall be furnished by the Bank directly to the Owner i.e. MPPGCL through RPAD/Speed Post/Courier.

ANNEXURE – III

UNDERTAKING FOR SUCCESSFUL EXECUTION OF CONTRACTS AWARDED TO BIDDER EARLIER

(Clause No. 1.15-IX of Instructions to Bidders)

Name of the Bidder –
Tender No. –
Tender Issuing Authority of MPPGCL –

I / we, the undersigned do hereby declare that, the contracts awarded to us, as per the credentials submitted against above indicated tender, had been successfully executed without any default.

In the event of any such information pertaining to the aforesaid matter found to be not correct at any given point of time either during the bidding stage or at the course of the contract my bid/contract shall be liable for cancellation / termination without any notice at the sole discretion of the MPPGCL and our EMD /Security Deposit shall be liable to be forfeited.

Place:
Date:

Yours faithfully,
Signature of the bidder with seal

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e-procurement website.)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

ANNEXURE – IV

UNDERTAKING FOR OBSERVING FAIR AND ETHICAL PRACTICES

(Clause No. 1.52 of Instructions to Bidders)

Name of the Bidder –
Tender No. –
Tender Issuing Authority of MPPGCL –

I/We, the undersigned do hereby confirm that at the time of submission of our offer/bid against above indicated tender we have observed fair and ethical practice, not concealed any material information and have not submitted any misleading facts or statements in our offer. In case, during the tendering process or during execution of the order , if MPPGCL determines in contrary to above, then MPPGCL will have right to reject the offer/terminate the contract if awarded and to initiate action as deemed fit as per terms & conditions of contract.

Place:
Date:

Yours faithfully,
Signature of the bidder with seal

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e-procurement website.)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

ANNEXURE-V

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(Clause No. 2.8 of General Conditions of Contract)

TEXT

Bank Guarantee No.....
Date.....
To,
(Order issuing authority of MPPGCL)

Dear Sirs,

In consideration of the M.P. Power Generating Co. Ltd. Jabalpur having agreed to accept this bank guarantee in lieu of CASH deposit by way of Security for due and faithful performance required from M/s (Name & Address of Contractor) ---------- herewith after referred to as contractors the bank of (Name of Bank) ---------- ---------- hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writing from the M.P. Power Generating Co. Ltd. Or any officer authorized by it in this behalf of any amount upto and not exceeding Rs. ---------- (in words Rupees---------- ----------) to the said M.P. Power Generating Co. Ltd. on behalf on the aforesaid M/s. (Name of contractor) ---------- ---------- who have rendered and contracted for the supply of materials, equipment or services to the said M.P. Power Generating Co. Ltd. against order No. ---------- ----------dtd. ---------- for the order value of Rs.----------.

This agreement shall be valid and binding in this bank upto and including ---- ---------- or for such further period as may hereunder be mutually fixed from time to time in writing by the M.P. Power Generating Co. Ltd. and the contractors and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of contractors or by any other reasons whatsoever and the banker's liability hereunder shall not be impaired or discharged by any extensions of time or variations or alternation made, given conceded or agreed to with or without the bank's knowledge or consent by or between the M.P. Power Generating Co. Ltd. and the contractors in the existing and/or further tender and/or contracts.

It is agreed to by the Bank with the MPPGCL that if for any reasons dispute arises considering the Bank's liability to pay the requisite amount to the MPPGCL under the terms of this guarantee the competent court of Madhya Pradesh in the Territory of which the office of order issuing authority / OIC of the contract, is situated i.e. ..... shall have the jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

The liability under this Guarantee is restricted to be Rs..... (in words) Rs.....only. This guarantee shall remain in force until (indicate date)..... unless a demand to enforce a claim is made under this Bank Guarantee by the MPPGCL to the Bank within above mentioned validity, the rights of M.P. Power Generating Co. Ltd. under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under.

Witnesses:

3. Signature
   Full name in block letters
   Occupation :
   Address

4. Signature
   Full name in block letters
   Occupation :
   Address

Signed (on behalf of bank)
Name :
Name of Bank.....
Designation :
Staff Code No :
Bank Seal :

Date :

Note:

This Guarantee should be furnished by a Scheduled Commercial Bank authorized by the Reserve Bank in India.

i). To be executed on non-judicial stamp paper of value to 0.25% of value of Bank Guarantee subject to minimum of Rs 500/- and maximum of Rs.25000/- and duly affixed for revenue stamp of Rs. 1/-. To be stamped in accordance with Stamp Act, if any, of country of the issuing bank. (For Example : If the Bank Guarantee is of value Rs. 1,00,000/- then the stamp paper will be of Rs. 500/- only and not 100000x0.0025 = 250/-)

ii). The Stamp papers should be purchased in the name of Bank issuing the Guarantee.

iii). Complete mailing address of the Head Office of the Bank, issuing the Guarantee, along with e-mail addresses and Fax No. shall be given.

iv). In case of Foreign Bidder and Foreign portion the bank guarantee shall be issued in that foreign currency issued by any bank in India as stated above or any foreign commercial bank which is in the approved list of Reserve Bank of India (RBI).

v). The Bank Guarantee shall be furnished by the Bank directly to the Owner i.e. MPPGCL through RPAD/Speed Post/Courier.

ANNEXURE -VI

PROFORMA FOR EXECUTION OF AGREEMENT

(TO BE EXECUTED ON Rs 500/- NON JUDICIAL STAMP PAPER)

(Clause No. 2.7 of General Conditions of Contract)

The agreement is made this ..... **(Date and Month)** of ..... **(Year)** between Madhya Pradesh Power Generating Company Limited and ..... (Name & Address of the Contractor) herein after called the contractor which expression shall where the context so admits be deemed to include his heirs, executors, administrators & representatives of one part & Madhya Pradesh Power Generating Company. Limited., Jabalpur on the other part.

Whereas in accordance with a .....**(Tender No.)** issued by the ..... **(officer in charge)** of the MPPGCL the Contractor submitted his bid/offer dated.....for the works/services of.....more particularly described, mentioned enumerated of referred to in the general conditions, specification, schedules drawing from of tender covering letters, schedules of prices & further correspondence, a copy of each of which is here to annexed and is proposes of identification, signed by ..... **(Authorised Signatory)** on behalf of the Contactor and .....**(Officer in charge)** on behalf of MPPGCL and all of which shall be deemed to form part of this agreement as through separately set out herein & are included in the expression "Contract" herein used (herein after referred to as the said works.....)

AND WHEREAS, MPPGCL has accepted the offer of the Contractor vide ..... **(Order No. & Date)** for the.....**(Works)** for the sum of ..... **(Rupees in numbers)** .....**(Rupees in words)** upon the terms & subject to the conditions here-in-after mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED AS FOLLOWS:-

1. The Contractor shall execute the above said works/services & do, perform & carry out all matters incidental / or ancillary there to within the time specified in the contract and in accordance with the terms & conditions specified in the contract and as modified by **Order No**.....
2. For the work completed, MPPGCL shall pay to the Contractor ..... **(Rupees in numbers)**..... **(Rupees in words)**

3. In all matters arising under out of or in relation to this agreement, the terms & conditions of the contract including the terms & conditions contained in the

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

aforesaid **Order No**..... shall apply and all such matters shall be determined accordingly.

4. The agreement shall be deemed to be entered into at (indicate place) ---------- & all disputes and claims if any, out of or in respect of this agreement are to be settled at (indicate place) ---------- or be triable only in any competent Court situated at (indicate place) ----------.

IN WITNHESS, where of the parties here to have signed this agreement on the dated and year mentioned against their respective signature.

Signature of Contractor — Signature of MPPGCL Authority
Date
Address

NAME & SIGNATURE OF WITNESS FOR CONTRACTOR

1. Signature
   Full Names
   Address

2. Signature
   Full Names
   Address

NAME & SIGNATURE OF WITNESS FOR MPPGCL

1. Signature
   Full Names
   Address

2. Signature
   Full Names
   Address

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

ANNEXURE -VII

PROFORMA FOR EXTENSION OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(Clause No. 2.8-V of General Conditions of Contract)

Note: To be executed on non-judicial stamp paper of worth Rs. 500/- and Rs. 1/- revenue stamp may be fixed on bank guarantee. Only text is to be typed on stamp paper. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

.....

TEXT

Bank Guarantee No.....
Date.....

To,
(Order issuing authority)

Dear Sirs,

At the request of our client M/s (Name & Address of Contractor) .....
We hereby extend our Guarantee No. .....
Dtd..... given on their behalf for a further period from .....
to ..... our liabilities under this guarantee is limited to a sum not exceeding Rs ..... (In words Rs .....)

This Guarantee shall remain enforce up to (indicate date) ..... Unless a demand to enforce a claim is made under this Bank Guarantee, to the bank within above mentioned validity, the right of the M.P. Power Generating Co. Ltd. under this guarantee shall be forfeited and the bank shall be relived and discharged from all liability there under.

Witnesses:

1. Signature
   Full name in block letters
   Occupation :
   Address

2. Signature
   Full name in block letters
   Occupation :
   Address

Signed (on behalf of bank)
Name :
Name of Bank.....
Designation :
Staff Code No :
Bank Seal :

Date :

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

ANNEXURE -VIII

PROFORMA FOR BANK GUARANTEE FOR ADVANCE PAYMENT

(Clause No. 2.18 of General Conditions of Contract)

Note : To be executed on non-judicial stamp paper of worth Rs. 500/- and Rs. 1/- revenue stamp may be fixed on bank guarantee. Only text is to be typed on stamp paper. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

Bank Guarantee No.....
Date.....

To,
(Order issuing authority)

Dear Sirs,

1. Pursuant to the Contract, hereinafter referred to as the "CONTRACT" which M/s (Name & Address of Contractor) _____ hereinafter referred to as the "CONTRACTOR", which expression shall, unless repugnant to the context or meaning, thereof include its successors, administrators, representative and assignees, have concluded with the Madhya Pradesh Power Generation Company Ltd (MPPGCL) hereinafter referred to as the "OWNER", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, on _____ 201__ vide Letter of Award / Contract No. _____ dated _____, the CONTRACTOR have undertaken to execute the work_____of value of Rs. _____Rupees _____ only).
2. According to the said Contract, the OWNER has undertaken to make an advance payment of Rs. _____ (Rupees _____) being the payment of ____% for _____ against issuance of an Advance Payment Guarantee **equivalent to 110% of advance amount** by a Bank.
3. For this advance payment, we, the undersigned _____ (Name) _____ (Address), and having its Head Office at_____hereinafter referred to as the 'Bank', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, hereby guarantee to the effect that we irrevocably undertake to pay the OWNER merely on demand without any previous notice and without any demur and without recourse to the CONTRACTOR and without referring to any other source, any and all monies payable by the CONTRACTOR towards the advance or part thereof paid by the OWNER, but not exceeding Rs_____ (Rupees _____ only) provided the OWNER advises us that the CONTRACTOR has failed to fulfil his contractual obligations stipulated in the said Contract. Any such demand made by the OWNER on the Bank shall be conclusive and binding, absolute and unequivocal

notwithstanding any difference between the OWNER and the CONTRACTOR or any dispute or disputes raised/pending before any Court, Tribunal, Arbitrator or any other authority.

4. The value of Advance Payment Guarantee shall stand progressively diminished is based on the works/services made on quarterly basis on advice of OWNER.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).
6. This Guarantee will become invalid (indicate months – preferably six) _____ months after the completion of the (indicate supply/works/services) _____ by the CONTRACTOR under this Contract or as soon as this letter of guarantee has been returned to us, at the latest, however, on _____ 201__unless a claim has been lodged with us under this guarantee before that date.
7. The OWNER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time of performance by the CONTRACTOR. The Bank shall not be released from its liability under these presents by any exercise of the OWNER of the liberty with reference to the matter aforesaid.
8. It shall not be necessary for the OWNER to proceed against the Contractor before proceeding against the said Bank and the Guarantee herein contained shall be enforceable against the said Bank notwithstanding any other security which the OWNER may have obtained or obtain from the said Contractor shall at the time when proceedings are taken against the said Bank hereunder, be outstanding or unrealised.
9. We, the Bank further agree that the decision of the OWNER as to the failure on the part of the CONTRACTOR to fulfil the contractual obligations stipulated in the said Contract and/or to the amount payable by the Bank to the OWNER shall be final, conclusive and binding.
10. This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).
11. It is agreed to by the Bank with the MPPGCL that if for any reasons dispute arises considering the Bank's liability to pay the requisite amount to the MPPGCL under the terms of this guarantee the competent court of Madhya Pradesh in the Territory of which the office of order issuing authority / OIC of the contract, is situated i.e. ..... shall have the jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.
12. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs._____ (in words Rs._____) and it will remain in force upto and including _____

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

Witnesses:

1. Signature
   Full name in block letters
   Occupation :
   Address

2. Signature
   Full name in block letters
   Occupation :
   Address

Signed (on behalf of bank)
Name :
Name of Bank.....
Designation :
Staff Code No :
Bank Seal :

Date :

Note:

This Guarantee should be furnished by a Scheduled Commercial Bank authorized by the Reserve Bank in India.

(i) To be executed on non-judicial stamp paper of value to 0.25% of value of Bank Guarantee subject to minimum of Rs 500/- and maximum of Rs.25000/- and duly affixed for revenue stamp of Rs. 1/-. To be stamped in accordance with Stamp Act, if any, of country of the issuing bank. (For Example : If the Bank Guarantee is of value Rs. 1,00,000/- then the stamp paper will be of Rs. 500/- only and not 100000x0.0025 = 250/-).

(ii) The Stamp papers should be purchased in the name of Bank issuing the Guarantee.

(iii) Complete mailing address of the Head Office of the Bank, issuing the Guarantee, along with e-mail addresses and Fax No. shall be given.

(iv) In case of Foreign Bidder and Foreign portion the bank guarantee shall be issued in that foreign currency issued by any bank in India as stated above or any foreign commercial bank which is in the approved list of Reserve Bank of India (RBI).

(v) The Bank Guarantee shall be furnished by the Bank directly to the Owner i.e. MPPGCL through RPAD/Speed Post/Courier.

ANNEXURE -IX

AFFIDAVIT FOR NO BANNING / BLACKLISTING / DELISTING

(TO BE EXECUTED ON Rs. 100/- NON JUDICIAL STAMP PAPER)

(Clause No. 1.26 of Instructions to Bidders)

Name of the Bidder –
Tender No. –
Tender Issuing Authority of MPPGCL –

1. It is to declare that on the date of bid submission i.e. (indicate date) ..... We (Name of the Bidder/Company) are not banned/blacklisted/delisted by any of the Central/State Departments/PSUs/MPPGCL/Successor Companies of MPSEB/Department of Energy, Government of Madhya Pradesh for any reason and nothing have been concealed in this regard.
2. I/We hereby further declare that none of my/our sister-concern/group/partnership concerns/associate concerns are participating in this tender.
   AND
   I/We have also read and understood the policy on Banning procedure shown at Annexure-XIII.

Place:
Date:

Yours faithfully,

Signature of the bidder with seal

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e-procurement website & the physical copy of the same is to be submitted after opening of the tender.)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

ANNEXURE -X

INDEMNITY BOND

(TO BE EXECUTED ON Rs. 500/- NON JUDICIAL STAMP PAPER)

(Clause No. 2.38 and 2.56 of General Conditions of Contract)

Name of the Bidder – Order No. –
Tender No. –
Tender/Order Issuing Authority of MPPGCL –

We.....(Name and address of the bidder) shall hold harmless and indemnify the MPPGCL from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of the contract with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by ourselves (name & address of the bidder).

We.....(Name and address of the bidder) at our own expense, defend and indemnify the MPPGCL against all third party claims of Infringement of Intellectual Property Rights, including patent, trademark, copy right, trade secret or industrial design rules arising from use of the items or any part thereof. The MPPGCL shall not pay any compensation to any party resulting from such infringement and we shall be fully responsible for the same, including all expenses and court and legal fees.

Signature: _____

Name: _____
Designation: _____
Official seal:
Place:
Date:

Witness:-

1. .....

2. .....

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e-procurement website & the physical copy of the same is to be submitted after opening of the tender.)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

ANNEXURE-XI

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

(Clause No. 1.16 of General Conditions of Contract)

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Issuing Authority of MPPGCL –
Tender Reference No. –
Name of Tender/work –

Dear Sir,

1. I/we have downloaded /obtained the tender document(s) for the above mentioned 'Tender /works' from the web site(s) namely: https:/mptenders.gov.in/nicgep/app
2. I/We hereby certify that I/We have read the entire terms & conditions of the tender documents (including all documents like annexure(s). etc.), which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality /entirety.
5. I/We do hereby declare that on the date of bid submission i.e. (indicate date) …….. our Firm has not been banned/blacklisted/delisted by any of the Central/State Departments/PSUs/MPPGCL/Successor Companies of MPSEB/Department of Energy, Government of Madhya Pradesh for any reason and nothing have been concealed in this regard.
6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

(This letter shall be duly signed by the bidder and is to be uploaded on e-procurement website.)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

ANNEXURE-XII

BRIEF INFORMATION OF REVERSE / FORWARD AUCTION

(Clause No. 1.36 of Instructions to Bidders)

PART-A

BUSINESS RULES REGARDING REVERSE / FORWARD AUCTION

1. Reverse/Forward Auction will be carried out on-line at e-procurement portal of MPPGCL.
2. The User ID and password for online Reverse/Forward auction shall be same as used in online bidding process.
3. Reverse/Forward Auction shall be carried out only amongst the techno-commercially qualified bidders.
4. Reverse/Forward Auction shall be carried out under the framework of rules as defined by MPPGCL. Necessary undertaking in this respect (if any as per PART-B) shall be submitted by all the bidders participating in Reverse/Forward Auction.
5. Reverse/Forward Auction will be conducted on the basis of Lowest/Highest unit FOR Destination Rates including P&F charges, Freight charges, any other taxes and duties and GST. Bidders are free to quote/ reduce their rates against particular Line Item. The ~~RA~~ Reverse/Forward Auction shall be carried out in INR (Rs.).
6. **In case of no response in Reverse/Forward auction within the specified time duration, MPPGCL, at its discretion, shall be at liberty either to consider the lowest/highest Bid Price received through e-tendering for placement of order on qualified bidder or to take any other action deemed fit without assigning any reason whatsoever.**

7. **Procedure of** Reverse/Forward **Auction**
   - I. Reverse/Forward Auction shall follow the philosophy of English Reverse (No ties).
   - II. English Reverse (No ties) is a type of auction where the Auction Ceiling Price, i.e., Starting Price/Opening Price/Base Price and bid decrement/increment, i.e., a minimum value by which bidder need to decrease/increase its price while participating in the reverse/forward auction, are announced before start of online reverse/forward auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest/highest bidder at any given moment can be displaced by an even lower/higher bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest/highest bid in the reverse/forward auction. All bidders will see the current lowest/highest quoted price. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse/forward auction. In other words, there shall never be a tie in the bids.

III. **Schedule for Reverse/Forward Auction:** The date of Reverse/Forward Auction will be intimated after e-Price Bid opening. Initial period of Reverse/Forward Auction will be tentatively for two hours with the preferred Start Time as 11:30 Hrs and Close Time as 13:30 Hrs. The aforesaid schedule for Reverse/Forward Auction may however be changed by MPPGCL on its discretion. Any change in the schedule shall be communicated to the participating bidders at least One Day in advance.

IV. The Starting Price/Opening Price/Base Price for Reverse/Forward Auction and bid decrement/increment value will be decided by MPPGCL and would be displayed at the start of online reverse/forward auction.

V. Bidders by offering a minimum bid decrement/increment or the multiples thereof can displace a standing lowest/highest bid and become "L1"/ "H1" in respective line item and this continues as an iterative process.

VI. In the event a bidder is placing his bid in last "X" minutes (Auction Elapse Time) of the normal closure time, the Auction will get extended for next "Y" minutes (Auction Auto Extensions time) so as to provide opportunity to other bidders to participate and give better offer to win the bid. The default values on the website for Auction Elapse Time ("X") in minutes is 5 minutes and Auction Auto Extensions time ("Y") in minutes is 10 minutes. The aforesaid default values may however be changed by MPPGCL on its discretion.

VII. However, bidders are advised not to wait till the last moment to enter their bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure, etc.

VIII. Bidders may note, although extension time is Y minutes, there is a time lag between the actual placing the bid on the Local Computer of the bidder and the refreshing of the data on the server for visibility to the owner. Considering the processing timer for data exchange and possible network congestions, bidders in their own interest should avoid the last minute hosting of Price Bid. The bids visible to the owner will be final for the purpose of acceptance & closing of the event.

IX. The Auction will be declared closed/ concluded, when no bid is received in Auction Elapse Time or during the auto extension period.

X. After the completion of the online reverse/forward auction, the final line item wise Closing Prices of the participating bidders shall be available for further processing of the tender and award.

XI. Bids once made by the bidder, cannot be cancelled/ withdrawn. Bidder's bid in the Reverse/Forward Auction will be taken as an offer against aforesaid tender. The bidder shall be bound to execute the order placed on bidder's final bid price in the Reverse/Forward Auction. If bidder back out and not accept the Order as per the rates quoted, MPPGCL shall forfeit the bidder's EMD and shall take action as per guidelines of MPPGCL.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

XII. Any force majeure or other condition leading to postponement of reverse/ forward auction shall entitle MPPGCL to postpone the reverse/forward auction.

XIII. MPPGCL, however, reserves the right to reschedule or cancel the Reverse/Forward Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

XIV. At the time of reverse/forward auction original name of the participating bidder would not be visible to other participating bidders and MPPGCL. However, original name of the bidders would be displayed by the portal once the procedure of reverse /forward auction is completed.

XV. Bidders shall be able to view the following on their screen along with the necessary fields during online Reverse/Forward Auction:

a. Start Price
b. Current Price.
c. Decrement/Increament Value.
d. Auction Date (with Auction Start & End time)

XVI. Bidders are advised to make themselves acquainted with the reverse/forward auction process of e-Procurement portal www.mptenders.gov.in by way of obtaining required training from the aforesaid portal/Service Provider. Any bidder not acquainting himself with the procedure of reverse/forward auction shall do so at his own risk and it shall not be open for him to make any complaint/ grievance at a later stage.

XVII. In case of any problem faced by the Bidder during Reverse/Forward Auction and for all bidding related queries, bidders are advised to contact the persons indicated in "Contact Us" link of www.mptenders.gov.in. for Complaints/ Grievances, if any.

XVIII. MPPGCL/Service Provider will not be responsible for any PC configuration/ Java related issues, software/hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at bidder's end. Bidder may please note that it may not be possible for MPPGCL to extend any help, during Reverse/Forward Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and bidder may lose the chance of participation in the auction. No such queries shall, therefore, be entertained by MPPGCL while Reverse/Forward Auction is in progress.

XIX. Once the Reverse/Forward Auction is started any request by a bidder in the reverse/forward auction for time extension for any reason shall not be considered. In order to ward-off any contingent situation, bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent any contingent situation and still be able to participate in the reverse/forward auction successfully. Failure of

power or loss of connectivity at the premises of bidders during the Reverse/Forward Auction cannot be considered as a cause for not participating in the reverse/forward auction. Neither MPPGCL nor service provider (www.mptenders.gov.in) shall be responsible for such eventualities.

XX. MPPGCL or the service provider/ www.mptenders.gov.in shall not have any liability to bidders for any interruption or delay in access to the site www.mptenders.gov.in irrespective of the cause. Neither MPPGCL nor service provider/ www.mptenders.gov.in can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. MPPGCL shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop the auction. In such cases, the decision of MPPGCL shall be binding on the bidders.

XXI. If there is any clash between this document and the FAQ available, if any, in the website www.mptenders.gov.in the terms & conditions given in this Business Rules document will supersede the information contained in the FAQs.

XXII. Bidder shall not divulge either his Bids or any other exclusive details of MPPGCL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, MPPGCL shall disqualify the bidders concerned from the Reverse/Forward Auction process and action as per MPPGCL guidelines shall be initiated by MPPGCL.

XXIII. Any aggrieved vendor / bidder through Reverse/Forward Auction process can represent in writing within 24 hours of the Reverse/Forward Auction to MPPGCL, failing which no representation / complaint, etc., shall be entertained.

XXIV. Bidders are advised to read the business rules/guidelines/procedure of reverse/forward auction indicating details of Reverse/Forward Auction carefully before the commencement of reverse/forward auction event.

XXV. MPPGCL's decision on award of contract shall be final and binding on all the Bidders.

8. **Definitions :**

I. Auction Elapse Time in minutes ("X"):- It is the minute(s) before the "Auction End Time" and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended.

II. Auction Bid Auto Extensions in Minutes ("Y"): The Auction End Time will be extended by this "Auto Extension Time in Minutes", if a bid is received

successfully within "Elapse Time in Minutes". Process will continue till no bid is received in elapse time.

III. Max Seal Percentage: It defines maximum value a bidder can quote in multiples of decrement/increament value, in one go.

IV. Minimum Bidder for Elimination: 4 - If procuring/auctioning entity has received the minimum number of bids, (i.e. more than 3) say 4 then system will initiate the Bidder Elimination process.

V. Number of Bidder to Eliminate:1 – When the system will implement Bidder Elimination process, then system will auto eliminate 1 (H1 bidder/L1 Bidder) and start the Auction process with rest of the Bidders.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

PART-B
UNDERTAKING FOR ACCEPTANCE OF SPECIFIC TERMS & CONDITIONS FOR THE TENDERS ISSUED WITH REVERSE / FORWARD AUCTION

(can be customized as per tender specific requirement)

NAME OF THE BIDDER- _____

TENDER NO.- _____

TENDER PARTICULARS-

_____

_____

I/We, the undersigned do hereby confirm that at the time of submission of our offer/bid against above indicated tender, it is noted that the process of selection of qualified lowest bidders shall complete in aforesaid tender after Reverse/Forward Auction only as indicated in the NIT/Tender Specifications. To qualify for aforesaid Reverse/Forward Auction, I/We hereby confirm our specific un-conditional acceptance for the followings at the time of submission of offer/bid itself.

i) Business Rules for Reverse/Forward Auction as enclosed alongwith NIT/Tender Specifications.
ii) Payment terms, Penalty clause, Guarantee clause, Security deposit clause & Delivery period as per NIT/Tender Specifications.

Yours Faithfully

Signature of bidder with seal

(This form shall be duly filled up & signed by the bidder and to be uploaded on e-tendering website.)

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

ANNEXURE-XIII

POLICY FOR SUSPENSION / BANNING OF BUSINESS DEALINGS

(Clause No. 1.51 of Instructions to Bidders)

The purpose of this procedure is to prescribe uniform and transparent guidelines for (1) Banning of Vendors for Business Dealings and (2) Suspension of Vendors, due to adverse performance in executing current/past contracts, awarded by the Procuring department at Corporate office and Site Offices.

For the purpose of this procedure, the term "vendor" includes any organization or person who is supplying goods and/or providing works and/or services like engineering, construction, erection, commisioning etc. and means the same as "contractor" or "supplier"

Procedure for Suspension/banning of business dealings

1. For Suspension/ Banning of Business Dealings, the procedure prescribed by the Company from time to time shall be followed.

2. Suspension/ Banning of Business Dealings with vendors may be resorted to for serious lapses in performance/ misdemeanours on the part of the vendor, such as:
   a) Abandoning the work without completion;
   b) Repeated failures in timely execution of the contracts;
   c) Resorting to unfair means or unethical business practices, such as:
      i. Cheating;
      ii. Forgery;
      iii. Fraud;
      iv. Accepting or offering bribe;
      v. Providing false certification/ information/ documents;
      vi. Tampering with documents, etc.
   d) Becoming bankrupt/insolvent;
   e) Being banned/suspended by the Government of MP or Government of India; and,
   f) Any other reasons of similar nature.
3. Suspension/Banning of Business Dealings shall only be done with the approval of Competent Authority as per DoP. The recommendation shall come from a duly constituted screening committee after careful evaluation of the performance, facts and circumstances of the case and after approval by the Competent Authority, 'show cause notice' shall be issued to the vendor.
4. Suspension/Banning of Business Dealings should be recommended for approval of the Competent Authority in a transparent manner. The concerned party should invariably be informed of the decision in writing.

5. All serious offences/defaults by the vendor shall be submitted to the Procuring department/Site who will then forward the same to the Screening Committee for review and recommendation. The recommendation shall be up to Competent Authority for approval.
6. After approval by the Competent Authority, the Screening Committee shall issue a show cause notice to the vendor. The screening Committee may recommend suspension/banning of the vendor even for a first case of offence/ default and reply to the show cause notice by the vendor. The decision shall be approved by the Competent Authority.
7. In order to execute the contracts within the contractual time schedules and with acceptable quality, it is necessary that undesirable vendors involved in serious lapses in performance/ misdemeanors previously, shall be eliminated at the bidding stage itself.

NOTIFICATION OF BANNING ISSUED BY CORPORATE OFFICE

8. In the process of BANNING, the concerned vendor, irrespective of the vendor's products/works and/or services under consideration is prohibited from any future dealings of any future dealings of any nature with Company if the vendor has been involved in any serious lapses in performance/misdemeanors.
9. The Notification of Banning issued by the procuring department may also provide for banning of:
    a) All firms in which the proprietors of the banned vendor is associated, either as proprietor or partner; or
    b) Any associate/subsidiary/affiliate/firm(s) of such vendor.

    In such a case, the provisions as mentioned in the Banning Notification issued by the Procuring department shall also be applicable to all such firms described above. However, where no such stipulations are made, the Banning Notification shall be applicable only to the banned vendor.
10. All Notifications for Banning of Business Dealings with any vendor shall be issued by Procuring department for the Company as a whole and not individually by Site offices. Any case noticed by any of the Sites shall be processed by the Screening Committee at corporate office after full back up details have been forwarded by the concerned Sites through the Procuring department.
11. Based on any reference received from Vigilance, OPERATIONS department, Projects, Quality, Finance & Accounts or any other departments in Company, the concerned officer of Procuring department shall put up the case with all relevant details (including the reference received). The case, thereafter, would be referred to Screening Committee at Corporate Office.
12. The Screening Committee shall examine the case in the context of the details received or may seek more details and discuss with concerned officers in the

Procuring department, wherever required. In case the Screening Committee decides on sending a show cause notice to the vendor, after the approval for receiving the approval, the Convener of the Screening Committee shall issue a show cause notice to the vendor seeking explanation as to why the vendor should not be banned or further business dealings for the specified period, which shall not be less than three (3) years. The contractor is required to reply to that show cause notice within 30 days.

13. Pending final decision on banning from the issue of show cause notice, the vendor shall be put on holidays (interim suspension) during interim period with the approval of the Competent Authority. However, no formal letter shall normally be issued to the vendor, indicating that the vendor has been put on holidays pending final decision on banning, except in cases where the vendor insists for such letter. In such cases, such letter may be issued with the approval of Competent Authority as per DoP.
14. The Screening Committee shall appropriately consider the response to the show cause notice received from the vendor and shall send its clear opinion within 15 days of receipt of reply. The Screening Committee's recommendation (banning or not banning) shall be put up for approval of the Competent Authority. The Screening Committee's recommendation shall include the list of supply/service/turnkey contracts for which there has been serious lapses in performance/misdemeanors on the part of the vendor. Further, areas for improvement, if any, in case of vendors whose overall performance has otherwise been found to be of acceptable level, shall be also identified by the Screening Committee as part of their recommendations.
15. In case no reply from the vendor is received within 30 days of the date of issue of show cause notice (which shall be either be faxed or send though registered/speed post/courier with confirmation of receipt), suo-moto action shall be taken by the Screening Committee which shall be approved by the Competent Authority.
16. Notification for Banning of the vendor shall be issued by Procuring Authority for implementation uniformly by all Company departments and offices. Such Banning shall automatically extend to all Business Dealings. The Notification for Banning shall include the names of the Directors of the Company/Partners of the Firm of the banned vendor. If the associate concerns of the vendor are also included and approved by the Competent Authority, the same also included in the Notification. The concerned Vendor shall also be informed suitably.

17. Where any Notification of Banning of Business Dealings with any vendor is issued by the procuring department at the corporate office after recommendation by the Screening Committee and approval of the Competent Authority, the same would be binding throughout Company w.e.f. the date mentioned in such notification and for the period specified therein.

18. In case no specific period is provided in such Notification of Banning issued by Procurement department, such Notification shall remain valid and in force till it is revoked by an order of the Competent Authority that issued the original Notification of Banning, If a specific period is provided in the Notification, three (3) months before completion of notified period, the case shall be reviewed by the Screening Committee and a suitable recommendation on whether to extend or revoke the ban shall be given to the Competent Authority for approval.

19. For this purpose the Screening Committee may seek any information or document as considered appropriate from the vendor or even seek an interview with the vendor. In no case after completion of banning period, it shall be presumed that the vendor is automatically eligible for future Business Dealings, until and unless Revocation Notification is issued after approval of Competent Authority.

20. The on-going supply / works / services / turnkey contracts under execution shall not be affected by the Notification of Banning. However, adequate precautions should be taken during execution of ongoing contracts.

21. This Notification of Banning shall be applicable to all tenders for which orders are yet to be placed. No bidding documents shall be issued to such banned vendors or bid/offer of such banned vendors submitted against any tender shall be rejected after issue of Notification of Banning. Where bidding documents have already been purchased by such banned vendors but bids are yet to be opened, the banned vendors shall be informed that they need not submit the bid and even if the bid is submitted by them, the same shall not be opened and the cost of the bidding documents shall be refunded to them. Where award recommendations have been approved by Competent Authority in favour of such banned vendors but orders are yet to be placed, the order shall not be placed on such banned vendors and the matter would be placed before the Award Approving Authority for appropriate alternate decision.

NOTIFICATION OF SUSPENSION ISSUED BY CORPORATE OFFICE

22. In the process of SUSPENSION, the concerned vendor is barred from having any future business dealings with Company for the specific products / services under consideration for a specified period.

23. The Procuring department at Corporate Office shall issue the Notification of Suspension of the vendor. As per the aforesaid Notification, the notified vendor becomes ineligible for participation in all future tenders limited to the nature of supply / works / services as mentioned in the Notification.

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

24. The aforesaid Notification of Suspension will not be applicable to:
    a) Procurement of Supply / Works / Services contracts other than those mentioned in Notification ; and
    b) Contracts of packages under execution.

    However, in the above cases, suitable arrangement, after discussion with the vendor, shall be made to ensure avoidance of adverse performance of the vendor in such cases.

25. The procedure for issuing Notification of Suspension shall be similar to that followed for issuing Notification of Banning, as specified under clause 10 to 15 except for suspension of vendor where the contract has been placed by the Site office.

26. For the cases where contracts have been placed by the Site office, the Screening Committee shall put up the case to ED (O&M : Gen)/ED (Project Generation) as the case may be for concurrence and forward the same to the MD after examination of details and evaluating the overall performance of the vendor. Thereafter, the usual procedure shall be followed by the Screening Committee for issuing show cause notice after approval of Competent Authority.

27. Notification for Suspension of the vendor shall be issued by procuring authority for implementation uniformly by all Company departments and offices. The concerned vendor shall also be informed suitably.

28. Where any Notification of Suspension of any vendor is issued by the Procuring department at Corporate Office after recommendation by the Screening Committee and approval of the Competent Authority, the same would be binding throughout Company w.e.f. the date mentioned in such notification and for the period specified therein.

29. This Notification of Suspension shall be applicable to all tenders for which orders are yet to be placed and procedure as given in clause no. 21 shall be followed to restrict participation of suspended vendor in the tendering process.

30. The Notification of Suspension shall not be revoked during the period of suspension mentioned in the Notification.

SUSPENSION AND BANNING NOTIFICATION ISSUED BY OTHER ORGANIZATIONS:

1.1 Suspension / Banning Notifications issued by other sister organizations or any other successor entity of MPSEB will be examined by the Screening Committee of Company on case to case basis and after approval by Competent Authority, decision shall be conveyed for implementation or otherwise.

1.2 The Procuring department will interact with other successor entity of MPSEB and will prepare a list of suspended / banned vendors at the beginning of the financial year. That list will contain the name of vendors, nature of supply / works / services for which ban / suspension have been imposed and the time period applicable. There should be a concurrent communication between successor companies on this subject. The orders for banning / suspension or revocation should be addressed to MDs / CMDs of successor companies.

1.3 To withdraw the suspension/ ban from that vendor, written information from of these Companies should be sought and a similar process as specified under Notification of Banning issued by Corporate Office will be followed.

1.4 The Suspension Notification issued by other organizations (other than MPPGCL and any other Companies may be considered on a case to case basis by Company.

APPEAL PROCESS

1.1 For any appeal to be made by the aggrieved vendor, MD MPPGCL will be the Appellate Authority. Decision of Appellate Authority shall be final in all respect and binding on all concerned.

ANNEXIRE-XIV

PROFORMA FOR BANK GUARANTEE TOWARDS ADDITIONAL SECURITY

(Clause No. 1.44 of Instructions to Bidders)

TEXT

Bank Guarantee No.....
Date.....
To,
(Order issuing authority)

Dear Sirs,

In consideration of the M.P. Power Generating Co. Ltd. Jabalpur having agreed to accept this additional bank guarantee in lieu of CASH deposit of an amount equal to double the difference between estimated cost of the proposal and the ordered value (which is offered by the firm against tender no. _____) by way of Security at bidder's expenses to a level sufficient to ensure compliance of all the statutory obligation against instant contract including payment as per minimum labour wage act fixed by the Govt. time to time and other fringe benefits as per rules to contractual labourers, deployed by the firm and also to protect the interest of MPPGCL for smooth running and faithful performance of the instant contract placed on M/s---------- herewith and referred to as contractor.

The bank of ----------, Branch---------- hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writing from the M.P. Power Generating Co. Ltd. or any officer authorized by it in this behalf of any amount up to and not exceeding Rs. ---------- (in words Rupees----------) to the said M.P.Power Generating Co. Ltd. on behalf on the aforesaid M/s ----------who have rendered and contracted for the supply/ services/ work to the said M.P. Power Generating Co. Ltd. against order No. ----------dtd. ----------for the order value of Rs.----------.

This agreement shall be valid and binding to this bank up to and including ----(period)---------- or for such further period as may hereunder be mutually fixed from time to time in writing by the M.P. Power Generating Co. Ltd. and the contractors and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm or contractors or by any other reasons whatsoever and the banker's liability hereunder shall not be impaired or discharged by any extensions of time or variations or alteration made, given conceded or agreed to with or without the bank's knowledge or consent by or between the M.P.Power Generating Co. Ltd. and the contractors in the existing and/or further tender and/or contracts.

It is agreed to by the Bank with the MPPGCL that if for any reasons dispute arises considering the Bank's liability to pay the requisite amount to the MPPGCL under the terms of this guarantee the competent court of Madhya Pradesh in the Territory of which the office of order issuing authority / OIC of the contract, is situated, i.e. .....shall have

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

the jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.

The liability under this Guarantee is restricted to Rs..... (in words) Rs.....only. This guarantee shall remain in force until ..... unless a demand to enforce a claim is made under this Bank Guarantee by the MPPGCL to the Bank within above mentioned validity, the rights of M.P. Power Generating Co. Ltd. under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under.

Witnesses:

1. Signature
   Full name in block letters
   Occupation :
   Address

   Signed (on behalf of bank)
   Name :
   Name of Bank.....
   Designation:
   Staff Code No:

2. Signature
   Full name in block letters
   Occupation :
   Address

   Bank Seal :

   Date :

Note:

This Guarantee should be furnished by a Scheduled Commercial Bank authorized by the Reserve Bank of India.

i). To be executed on non-judicial stamp paper of value @ 0.25% of value of Bank Guarantee subject to minimum of Rs 500/- and maximum of Rs.25000/- and duly affixed for revenue stamp of Rs. 1/-. To be stamped in accordance with Stamp Act, if any, of country of the issuing bank. (For Example : If the Bank Guarantee is of value Rs. 1,00,000/- (or even less) then the stamp paper will be of Rs. 500/- only and not 100000x0.0025 = 250/-)

ii). The Stamp papers should be purchased in the name of Bank issuing the Guarantee.

iii). Complete mailing address of the Head Office of the Bank, issuing the Guarantee, along with e-mail addresses and Fax No. shall be given.

iv). In case of Foreign Bidder and Foreign portion the bank guarantee shall be issued in that foreign currency issued by any bank in India as stated above or any foreign commercial bank which is in the approved list of Reserve Bank of India (RBI).

v). The Bank Guarantee shall be furnished by the Bank directly to the Owner through RPAD/ Speed Post/ Courier.

ANNEXIRE-XV

CHECKLIST OF FORMATS / DOCUMENTS TO BE UPLOADED / SUBMITTED WITH BID / OFFER

Sr. No.	List of Documents/Formats	Whether Applicable (Yes/No) to be indicated by tender issuing authority of MPPGCL	Response of the bidder (Yes/No)
1.	Earnest Money Deposit – BG / Exemption document.		
2.	All the relevant documentary evidences for meeting technical, financial and other specific (if any) criteria of PQR of the tender.		
3.	Undertaking as per Annexure-III regarding successful execution of contract awarded earlier.		
4.	In case of participation in the tender through Joint Venture company / Partnership Firm basis - Requisite documents in this regard.		
5.	Undertaking as per Annexure-IV for observing fair and ethical practices.		
6.	Affidavit as per Annexure-IX regarding no banning/ blacklisting / delisting.		
7.	Indemnity Bond as per Annexure-X.		
8.	Tender acceptance letter as per Annexure-XI.		
9.	Scanned copy of authority letter to submit the offer by the Digital Signature Certificate of the authority who have submitted the offer.		
10.	Details of plant, machineries, installed manufacturing capacities and present commitments.		
11.	Details of tests proposed to be conducted with details of specifications/codes, Test lab and on line/off line testing facilities available for the offered item(s).		
12.	Self-attested copy of material test certificate. Original certificate to be produced on demand.		
13.	Photocopies of valid type test certificates.		

NOTE: The special terms & conditions specific to the respective contract shall become part of this standard bid documents and shall overrule the respective terms & conditions, if any, pertaining to this standard bid document.

Correction in Instructions to Bidders (ITB) of SBD

Clause No.	Existing provision in the Clause of SBD:	After correction the SBD Clause reads as:
1.10 "Earnest Money" item no **IV-** Regarding **"**Exemption from submission of EMD" (In SBD of all type of Contracts)	*a) The bidders registered in the state of Madhya Pradesh as Micro & Small Enterprises / START UP / S.S.I. units with D.I.C. (District Industries Center) of Madhya Pradesh, Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) for the tendered item(s) are exempted from paying the earnest money; however such firms shall have to upload the requisite documents on e-procurement website.*	a) The bidders "**Situated/Based"** in the state of Madhya Pradesh and registered as • *"Micro & Small Enterprises / START UP".* • *"S.S.I. units with D.I.C. (District Industries Centre) of Madhya Pradesh".* • *"Khadi & Village Industries Commission (KVIC)" / "Khadi & Village Industries Board (KVIB)" / "Coir Board" / "Directorate of Handicrafts and Handloom".* • *"Udyog Aadhar Memorandum (UAM)" or "any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)",* for the tendered item(s), are exempted from paying the earnest money; however, such firms shall have to upload the requisite documents on e-procurement website.
1.15 item no **(II)** - Regarding "Exemption for MSEs, START UP and SSI of MP from payment of Tender Fees" (In SBD of all type of Contracts)	*The bidders registered in the state of Madhya Pradesh as Micro & Small Enterprises (MSEs) / START UP / S.S.I. units with D.I.C. (District Industries Centre) / Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) for the tendered item(s) are exempted from paying the tender fees; however such firms shall have to upload the requisite documents on e-procurement website.*	The bidders "**Situated/Based"** in the state of Madhya Pradesh and registered as • *"Micro & Small Enterprises (MSEs)" / "START UP".* • *"S.S.I. units with D.I.C. (District Industries Centre)".* • *"Khadi & Village Industries Commission (KVIC)" / "Khadi & Village Industries Board (KVIB)" / "Coir Board" / "Directorate of Handicrafts and Handloom".* • *"Udyog Aadhar Memorandum (UAM)" or "any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)",* for the tendered item(s), are exempted from paying the tender fees; however such firms shall have to upload the requisite documents on e-procurement website.

P.T.O.

Correction in General Conditions of Contract (GCC) of SBD

Clause No.	Existing provision in the Clause of SBD:	After correction the SBD Clause reads as:
2.17 "DELIVERY PERIOD" (In SBD of Procurement/ Supply Contract)	III. *The item(s) of the respective consignment should be dispatched to the consignees within 21 days from the date of issue of dispatch instructions/clearances. Any delay in delivery beyond this period shall attract penalty even though the item(s) is delivered within the contractual delivery period.*	III. *The item(s) of the respective consignment should be **delivered** to the consignees within **30** days from the date of issue of dispatch instructions/clearances. Any delay in delivery beyond this period shall attract penalty even though the item(s) is delivered within the contractual delivery period.*
2.35 "PRE-DISPATCH INSPECTION" (In SBD of Procurement /Supply & Turnkey Contract)	***VIII.*** *Except fake inspection calls, the date of readiness of item(s) for pre dispatch inspection shall be considered as the date of delivery, subject to the condition that the date of readiness for pre-dispatch inspection is 15 days in advance of terminal date of scheduled delivery. Based on the satisfactory joint inspection, the order placing authority will issue the dispatch instruction for the delivery of the item(s). In case the item(s) is not received within 30 days from the date of issue of dispatch instruction, penalty shall be imposed (as per clause no. 2.26) even though the delivery period is not over.*	**VIII.** *Except fake inspection calls, the date of readiness of item(s) for pre dispatch inspection shall be considered as the date of delivery, subject to the condition that the date of readiness for pre-dispatch inspection is **30** days in advance of terminal date of scheduled delivery. Based on the satisfactory joint inspection, the order issuing authority will issue the dispatch instruction for the delivery of the item(s). In case the item(s) is not received within 30 days from the date of issue of dispatch instruction, penalty shall be imposed (as per clause no. 2.26) even though the delivery period is not over.*

Addendum

In Chapter-II: General Conditions of Contract (GCC)

2.86 LIMITATION OF LIABILITY:

Except in cases of criminal negligence or wilful misconduct or except otherwise provided for specifically elsewhere in tender document: -

a) The contractor shall not be liable to the owner, whether in contract, tort or otherwise for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits, provided that this exclusion shall not apply to any obligation of the contractor to pay liquidated damages/penalty to the owner and

b) The aggregate liability of the contractor to the owner, whether under the contract in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the owner with respect to patent infringement.

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.

5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

a) to all Autonomous Bodies;

b) to all public sector banks and public sector financial institutions;

c) to all Central Public Sector Enterprises;

d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and

e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. *"Transfer of Technology"* means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. *"Specified Transfer of Technology"* means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. *"Bidder (or entity) from a country which shares a land border with India"* for the purpose of the Order means

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-contracting in works contracts

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

Certificate regarding compliance

18. An undertaking shall be taken from bidders in the tender documents **(Annexure III)** that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government e-Marketplace (GeM)

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

23/02/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

Schedule I

List of Category-I Sensitive sectors:

Sr.No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule-III

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

ANNEXURE I

Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;

   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;

   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

   iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.

C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.

D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

l. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

ANNEXURE II

Special Cases

A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

ANNEXURE III

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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Amendment in clause No. 2.73 "Change in Law" of Chapter-2: General Conditions of Contract (GCC) of SBD's

Clause No.	Amended Clause No. 2.73 "CHANGE IN LAW" of SBDs
2.73	1. "Change in Law" shall mean the occurrence of any of the following after the date of submission of bid/offer to the extent such occurrence was not reasonably foreseeable by the bidder prior to the date of submission of bid/offer. (i) The modification, amendment, variation, alteration or repeal of any existing Applicable Laws; (ii) The enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Laws by any Government Authority; (iii) Changes in the interpretation, application or enforcement of any Applicable Laws or judgement by any Government Authority; (iv) The introduction of a requirement for the bidder to obtain any new Applicable Permit; or (v) The modification, amendment, variation, introduction, enactment or repeal of any Tax, resulting in a change in the incidence of Tax liability. It is clarified that for the purpose of Change in Law, Taxes shall not include taxes on corporate income, any withholding tax on dividends distributed to the shareholders of the bidder or income tax. 2. Change in Minimum Labour wage rates shall be permitted in the contracts in which minimum number of labour has been defined and contracts are fixed rate contracts, in the following manner: - a) The prevailing minimum labour wages (as per Labour Commissioner, GoMP Notification) on the date of issue of the tender shall be considered as base. Any subsequent change in minimum labour wages shall be permitted as pass through to the successful bidder. b) The change of minimum labour wages shall be permitted in the cases of Fix Rate contracts/ Job contracts, where the contract specifies deployment of minimum numbers of manpower. In such cases, the impact of change in Minimum Labour wages shall be permitted for; minimum number of the manpower defined in the contract or deployed on actual basis (average for billing period), whichever is minimum. c) The impact of change in minimum labour wages shall be permitted along with the original bill / running bill or through supplementary bill, for the period, as the case may be.