



STANDARD BID DOCUMENT FOR WORKS / SERVICES CONTRACT



**MADHYA PRADESH POWER GENERATING CO. LTD.
JABALPUR (MP)**

**MADHYA PRADESH POWER GENERATING
COMPANY LTD.**



**STANDARD BID DOCUMENT
FOR
WORKS / SERVICES 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

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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.

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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

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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. **“Authorized Representative/Signatory”** is a designated person/firm who is duly authorized in writing by the bidder to represent the bidder in all matters pertaining to the Bid/ related Contract.
- IV. **“Bid/Offer”** shall mean the proposal of the Bidder submitted in response to and as required as per the Tender Document issued by MPPGCL.
- V. **“Bidder/Tenderer”** shall mean the company/ firm duly incorporated under the relevant laws of India or individual person and making the bid/offer/proposal.
- VI. **“Bidding Process”** shall mean to this bidding process being carried out for procurement of works/services by MPPGCL. Further, the Bidding Process period shall start from the publishing of the NIT by MPPGCL extending upto the placing of Lol/purchase order.
- VII. **“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.
- VIII. **“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.
- IX. **“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.”
- X. **“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 them in a position to have access to information about or influence the Bid of another Bidder.
- XI. **“Consignee”** shall mean the authority of respective store/ offices of MPPGCL who is authorized to receive the item (s).
- XII. **“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.

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- XIII. **“Contractor/Successful Bidder”** shall mean the bidder who has been selected for providing works/services through the bidding process and works/services order is issued by MPPGCL.
- XIV. **“Corrupt Practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the bidding process or in work/ service Contract under execution.
- XV. **“Day” or “Days”** unless herein otherwise defined shall mean calendar days of 24 hours from 00 hrs. to 24 hours.
- XVI. **“Financial Year”** means April to March or Calendar year for which annual financial statement is prepared and audited as the case may be.
- XVII. **“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.”
- XVIII. **“Item”** shall mean any Material/Equipment/Goods to be procured through the tender.
- XIX. **“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.
- XX. **“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.
- XXI. **“Month”** shall mean the Gregorian calendar month.
- XXII. **“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.
- XXIII. **“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.

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.



- XXIV. **“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.
- XXV. **“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.
- XXVI. **“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.
- XXVII. **“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.
- XXVIII. **“Service Provider / Consultant / Contractor / Successful Bidder / Firm”** shall mean the bidder who has been selected for providing works/services through the bidding process and the order issued by MPPGCL.
- XXIX. **“Technical bid”** This part of the offer includes Pre-Qualifying Requirement, Earnest Money Deposit and techno-commercial terms & conditions.
- XXX. **“Tender Issuing Authority”** shall mean the Head of the Power Station/ office/department of MPPGCL from where the tender has been issued.
- XXXI. **“User Division / Circle”** shall mean the specific department of MPPGCL who will be using the procured item(s).
- XXXII. **“Works / Services”** shall mean and include all Works/Services specified or set forth in the technical specifications and scope of work of the tender document and also such additional instructions provided by MPPGCL during the contractual period which may not be specified in conformity as per aforesaid technical specifications.

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 carrying out works/services in accordance with the technical specifications & scope of work/services 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 carrying out the works/services as per the technical specifications & scope of works/services 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 works/services contract) –(GCC)
- (iv) Technical specifications & Scope of works/services.
- (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 works/services 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.

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. Any Amendment/Clarification, if issued, shall form part of the Bidding 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 WORKS / SERVICES

MPPGCL reserves the right to revise the works/services 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 inadequate response or any other reason thereof, Bids/Offer 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 contractor/service provider/firm for works/services, 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 Contractor/service provider/firm who should have successfully provided the works/services as per the technical specification and scope of works/services as specified in the Pre-Qualifying Requirement of the tender and has technical knowledge and practical experience.

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. 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.
- 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 man power in various categories.
- V. The bidder should have established quality assurance systems and organization designed to achieve high levels of works/services 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 activities) / suspended (for specific activities 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

- I. The Bidders shall have to deposit the Earnest money as indicated in NIT.
- II. The Bidders have to quote for complete package of works/ services covered in the tender and pay earnest money as indicated in NIT.
- 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.

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.



- 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 works/services 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 works/services 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 work/ service 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 finds 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.

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.



- 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

(Clause Not Applicable for this type of contract)

1.13 BIDDERS VISIT TO SITE

Wherever applicable, Bidders are advised to visit the Site to familiarize themselves with the nature and quantum of works/services and site condition and obtain all necessary information such as risks, contingencies and other circumstances which may influence or affect their bid/offer regarding tendered works/services. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

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

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 works/services are exempted from paying the tender fees; however such firms shall have to upload the requisite documents on e-procurement website. If on 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.



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 made 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 Net banking/ 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

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.



“short fall of document” window and same has to be made 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 works/services description, specification, if any should not contain any price part.

XI. Performance/Experience Records of Bidder for tendered works/services

The bidder should invariably upload their record of performance/Experience for tendered works/services 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 successful completion including extension period of the contract unless otherwise specified in tender specification.
- (ii) It is obligatory that prices are quoted clearly giving break-up of prices indicating each element in the Price Bid of the tender.
- (iii) The Bidder shall mandatorily fill information of applicable Tax/Cess on various tendered works/services contract wherein the bidder shall indicate,

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.



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) The offers with prices quoted in slab basis unless otherwise specified in tender specification may not be considered. The offers with conditional discount on any account viz. payment, quantity etc. shall be evaluated without considering the discount. Non-conditional discounts if any should be clearly indicated and same shall be considered for bid evaluation.
- (vii) The Bidders shall quote the prices only in the unit specified in Price bid.
- (viii) Price Should be inclusive of all charges for bidder's work staff and labour required during the tenure of the contract, all machines, tools, tackles, T&P, approval, Liaisoning, travel & accommodation of bidder's staff and work staff and labour, all taxes & duties applicable as per the service provided and all necessary costs for successful completion of the contract.
- (ix) 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.

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.



1.18 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.

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 works/services. 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.

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.



1.24 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.

1.26 DISQUALIFICATIONS OF BIDDER

- 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. Notwithstanding 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:-

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) 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 mean:
 - (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

(Clause Not Applicable for this type of contract)

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, site visit etc. 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.

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.



- 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.

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.



1.31 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.

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.



- 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.
- 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 works/services.
- 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.

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.



1.35 EVALUATION OF PRICE BID

- I. Unless otherwise specified separately in the tender document, evaluation of prices shall be done on total package wise. 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.
- II. In works/services tenders, in which minimum number of manpower deployment is indicated, Bidders have to ensure that while arriving at the quoted rate the applicable minimum wages including EPF contribution, labour insurance and other statutory provision of labour law confirming to the Minimum wages Act-1948 and subsequent amendment thereof have been considered. The bid/tender of those bidders quoting less than minimum workable rates as prescribed in applicable laws shall not be considered for bid evaluation and award of contract.
- III. 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 / ENTREPRENEURS OF MADHYA PRADESH (INCLUDING MICRO AND SMALL SCALE ENTERPRISES / STARTUPS / S.S.I. UNITS)

(Clause Not Applicable for this type of contract)

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).

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.



1.39 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 Work, Contract Price, period of completion of the contract, terms of payment and other important aspects.
- 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

(Clause Not Applicable for this type of contract)

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

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.

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(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.

1.43 DESTINATIONS / PLACE OF REQUIREMENT

The works/services 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

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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 carry out the works/services 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

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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)

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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 Works/Services 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 providing Works/Services to M.P. Power Generating Company Ltd. as per the technical specifications & scope of works/services 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 Works/Services 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 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 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

In works/services contracts where price variation on account of revision in minimum wages is admissible, the same shall be applicable as per following formula:

$$\text{Revised per day Rate} = R + 1. \alpha (R_2 - R_1)$$

Where

R = Per day labour rate payable to Skilled/Semi-Skilled/Un-Skilled workers by contractor & to be indicated in offer.

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1. α = where α is a variable contributes towards EPF payment. At present the value of α is 0.13.

R2 = Revised per day labour rate for Skilled/Semi-Skilled/Un-Skilled workers as per Notification issued by Labour Commissioner, Govt. of Madhya Pradesh during currency period.

R1 = Per day labour rate for Skilled/Semi-Skilled/Un-Skilled Workers, as per at the Notification issued by Labour Commissioner, Govt. of Madhya Pradesh and prevailing time of issuance of NIT.

Value of 'R' (inclusive of all the statutory liabilities/benefit payable to the labour i.e. EPF, labour insurance, bonus payment, earned leave and extra wages on National Holidays/Festivals) shall be indicated separately in price bid by the respective bidders and the value of 'R' should also strictly comply the Minimum Wages Act, 1948 and subsequent amendment thereof, failing which the offer shall liable to be rejected without assigning any reason. In addition to this, it may be noted that the lowest/successful bidder shall be decided on quoted price bid only. No weightage shall be given while evaluation to bidders who have quoted FIRM prices. The contractor has to pay fair wages to their labours as per prevailing rates during the course of execution of work contract thereafter, on completion of work, may finally claim the difference amount as per the rate revised circular issued by Labour Commissioner, Govt. of Madhya Pradesh with supplementary bill supported with necessary documents.

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 works/services. 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.

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- 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 works/services against the contract are not completed within the contractual completion 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 period. However, in case the rates of applicable Taxes/Duties/Cess undergo downward revision, then the delayed works/services beyond contractual period will attract reduced rates.

2.7 EXECUTION OF AGREEMENT

Unless and until a formal contract Agreement is executed, the Letter of Intent / Detailed Order read in conjunction with the Bidding Documents will constitute a binding contract. The successful bidder must assign & submit the acceptance to LoI / Order within 15 days from the date of issuance by MPPGCL. The bidder should present himself or his duly authorized representative in person within 15 days after acceptance of order to execute an agreement as per the prescribed proforma in Annexure-VI on non-judicial stamp paper of Rs. 500/- for the due and faithful fulfillment of the contract. The cost of stamp papers shall be borne by the contractor / his authorized representative.

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 order, the successful bidder/contractor has to submit the security deposit within 15 days from the date of award 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.

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- b) The Contractor 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 turnover is upto 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 Rs. 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 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.
- 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.

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- 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 (if any) and if there are no claims to be recovered against the contractor after ascertaining 'No Liability Certificate' from the Officer-In-Charge (OIC), Consignees, Accounts Departments and User Departments of MPPGCL.
- IX. In the event of a breach of any other contract, in any manner by Contractor with MPPGCL, 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

- I. MPPGCL shall make available the Site to the Contractor as soon as possible after the award of the Contract free of encumbrance. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the Site until instructed to do so by the Officer-in-Charge of MPPGCL in writing.
- II. MPPGCL reserves the right to hand over the Site in parts progressively to the Contractor. The Contractor will be required to take possession of the Site without any undue delay and do Work on the released fronts in parts without any reservation whatsoever.
- III. However, in case of any delay in handing over of the Site to the Contractor, which delays the performance of the Work, commensurate to the resources mobilized by the Contractor, then the Contractor will be eligible for suitable extension in time for completion of the Works or any other compensation as per the provisions of contract.
- IV. The portion of the Site to be occupied by the Contractor shall be indicated by the Officer-in-Charge of MPPGCL at Site and the Contractor shall on no account be allowed to extend his operations beyond these areas. Further, the Contractor shall not hinder in any way the working of other contractors on the Site.
- V. The contractor shall plan his work as per space available. The contractor shall make his own arrangement for movement of men, machinery, other equipment etc. required for carrying out the works included under this contract.
- VI. The contractor shall provide, if necessary, all temporary access to the work site and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when ordered by the Officer-in-Charge of MPPCL and make good all damage done to the site.

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- VII. The contractor shall be permitted the usage of facilities like stair case, lifts etc. of the MPPGCL for the purpose of contract. If any, damage is done to the facilities by the contractor, the same shall be made good by the contractor at his own cost, but as may be directed by the Officer-in-Charge.

2.10 SCOPE OF CONTRACT

- I. The works/services to be executed/provided shall be according to the Technical Specification/Schedule. The activity which is not specifically mentioned but essential for completion of work/services shall be carried out without any extra cost. The estimated quantity of work given therein is purely based on assessments. Any of the items may be deleted completely or quantity may be reduced depending upon the conditions of Auxiliaries and availability of time and spares. The payment shall be made as per actual work done only. However, the contract shall be governed based on complete quantity.
- II. The bid will be evaluated on the basis of package as a whole. The unit rates for work/services to be quoted by the bidder for various works/activities/services covered under the package will be used only for payment purpose or changing the value of the work order due to change in the quantity of the individual item/scope.

2.11 WORKING IN MULTIPLE SHIFTS

- I. To achieve the required rate of progress in order to complete the Works within the Time for Completion, the Contractor may carry the work, round the clock, in multiple shifts per day, as may be necessary. The Contractor shall however be responsible for complying with all applicable laws in this regard.
- II. No additional payment will be made on account of round the clock working in multiple shifts.
- III. Wherever the work is carried out at night adequate lighting of working areas and access routes for pedestrians or vehicles shall be provided by the Contractor at his cost. Sufficient notice should be given by the Contractor to the Officer-in-Charge of MPPGCL regarding the details of works in shifts so that necessary supervision could be provided.

2.12 COOPERATION WITH OTHER CONTRACTOR

- I. The Contractor shall extend all reasonable cooperation to other Contractors, agencies etc. of MPPGCL engaged in connection with the Work / Services or any other Work/Services not in the scope of this Contract as may be required by the Officer-in-Charge of MPPGCL.
- II. The Contractor shall attend at his cost, all the meetings with the Officer-in-Charge of MPPGCL, other contractors and the Consultants of MPPGCL for the purposes

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of the Contract. The Contractor shall attend such meetings as and when required by the Officer-in-Charge of MPPGCL.

2.13 SECURITY WATCH AND LIGHTING

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Officer-in-Charge for the protection of the men and materials, works or for the safety and convenience of those employed on the Works or the public.

2.14 MATERIAL FOR PERFORMANCE OF THE CONTRACT

I. Material to be provided by the Contractor

- a) The Contractor shall at his own expense, provide all materials required for the Works other than those which are to be issued by MPPGCL.
- b) All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Officer-in-Charge of MPPGCL, furnish proof to the satisfaction of Officer-in-Charge that the materials so comply.
- c) Wherever required by the Officer-in-Charge, the Contractor shall, at his own expense and without delay, provide samples of materials proposed to be used in the Works. The Officer-in-Charge shall within seven (7) days thereafter or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange for fresh samples complying with the Technical specifications laid down in the Contract, for approval.
- d) The Officer-in-Charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Officer-in-Charge shall be at liberty to have them removed by other means. The Officer-in-Charge shall have full powers to order the Contractor to provide other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attract upon such removal and/or substitution, shall be borne by the Contractor.
- e) The Officer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Officer-in-Charge may reasonably require for the purpose. If no tests are specified in the Contract, and such tests are required by the Officer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests including the cost of materials

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consumed/used in such tests shall be to the account of MPPGCL, except if the tests disclose that the said materials are not in accordance with the provision of the Contract, then the same shall be to the account of the Contractor.

- f) All charges on account of GST, other taxes and levies on materials obtained for the Works from any source (excluding materials issued by MPPGCL) shall be borne by MPPGCL except Seigniorage Fee or Royalties or Cess or other charges payable on the quarried or mined metal, minerals or minor minerals.

II. Material to be issued by MPPGCL

- a) **Material to be issued by MPPGCL free of cost:** MPPGCL, if so stipulated in tender specifications, may issue material to the Contractor free of cost for incorporation in the Works as per the terms and conditions specified in the Technical Specifications.
- b) **Material to be issued by the MPPGCL on chargeable basis:** If after the award of the Contract, the Contractor desires MPPGCL to issue/supply any other materials, for the purposes of the Contract then such materials may be issued by MPPGCL, if available, at rates and terms and conditions to be fixed by the Officer-in-Charge. However, MPPGCL reserves the right not to issue any such materials. The non - issue of such materials will not entitle the Contractor for any compensation whatsoever either in time or in cost.

III. General

- a) Materials required for the Works, whether brought by the Contractor or issued by the MPPGCL, shall be stored by the Contractor only at places approved by the Officer-in-Charge. Storage and safe custody of material shall be the responsibility of the Contractor.
- b) Officer-in-Charge shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be reasonably required for such inspection and examination.
- c) All materials brought to the Site shall not be removed from the Site without the prior written approval of the Officer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him.
- d) MPPGCL may issue all the materials agreed to be issued to the Contractor under the Contract, at its site stores. All other costs such as loading, unloading, transportation to Contractor's godown, storage etc. till the materials are incorporated in the Works or returned to MPPGCL shall be to the account of the Contractor.

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- e) All materials issued to the Contractor, by MPPGCL temporarily for incorporation or fixing in the Works (including preparatory work) shall, on completion or on termination of the Contract, be returned by the Contractor at his expense, at the MPPGCL's store, after making due allowance for actual consumption, reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the MPPGCL's store, he shall do so and the transportation charges from the Site to such place, less the transportation charges which would have been incurred by the Contractor, had such materials been delivered at the MPPGCL's store, shall be borne by the MPPGCL.

2.15 WORK PROGRESS

- I. Unless already incorporated in the Letter of Intent/Detailed Order, as soon as possible after the contract is awarded, the Officer-in-Charge of MPPGCL and the contractor shall agree upon a Work Schedule which will become the Contract Work Schedule. The work Schedule shall be prepared in direct relation to the time stated in the Contract documents for the completion of the Works/Services. The Work Schedule shall indicate the forecast of the dates of commencement and completion of various trades or sections of work/services provided under the contract.
- II. All the Contractor's activities shall be performed and completed strictly in accordance with the agreed Work Schedule and to achieve the targets, the Contractor shall have to plan adequate mobilization of all resources. The Officer-in-Charge, shall however, have the right to review the progress and modify the sequence of carrying out the Work / providing services suiting the Site conditions and the Contractor shall be required to comply with such modifications and complete his activities in accordance thereof without any extra cost to the MPPGCL.

2.16 MOBILIZATION PERIOD

Upon getting the information from MPPGCL, the contractor shall mobilize its manpower along with T&P etc. to commence the work/services within specified period, as per tender specification.

2.17 CONTRACT PERIOD

The period of contract shall be as per the NIT or as per technical specification & scope of works/services. The MPPGCL however reserves the right to increase or decrease the contract period on the same rate and terms & conditions and the contractor is bound to accept the same. The tenders for annual maintenance works with contract period for

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Twelve (12) months or above shall have a provision of extension for three (03) months on same rates terms & conditions.

2.18 TERMS OF PAYMENT

Payment towards the work executed/services provided by the contractor along with GST shall be made after submission of the monthly running bills, duly approved by the Officer-in-Charge of MPPGCL, in 45 days. The MPPGCL shall not be liable for any interest or any charges etc. for delay in payment.

The list of some of the documents not limited to followings required as per terms of order will have to be forwarded to the MPPGCL to facilitate payment is as follows:

- a) Approved Running Account Bills (in duplicate/triplicate) having GSTIN registration number (if applicable) on basis of rates accepted.
- b) Inspection and Test Certificate approval if applicable.
- c) Certificate of Satisfactory work completion.
- d) Copy of agreement with MPPGCL for the contract (if applicable) in first bill against the contract.
- e) Proof of Insurance
- f) In case of man power outsourcing work, payment shall be made against RA bills on production of invoice supported by documents such as EPF challan, receipt towards insurance and other applicable statutory documents.

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

(Clause Not Applicable for this type of contract)

2.20 MODE OF DISPATCH AND FREIGHT CHARGES

(Clause Not Applicable for this type of contract)

2.21 TRANSIT RISK

(Clause Not Applicable for this type of contract)

2.22 FALSE INSPECTION CALL

(Clause Not Applicable for this type of contract)

2.23 GUARANTEE FOR WORKMESHIP

- I. The works/services shall be of highest standards conforming to relevant norms and shall be guaranteed for satisfactory performances for a period of 18 months from the date of completion or 12 months from the date of commissioning whichever is earlier. However the guarantee period may vary depending upon

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the nature of works/services and the same shall be detailed in technical specifications and scope of work of the tender document.

- II. In the event, any defects due to poor workmanship are noticed during Guarantee Period, then same shall be rectified, free of all charges, in a reasonable time by contractor.
- III. 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 particular period.

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 or till completion of guarantee period (if any).
- 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 works/services.

2.25 REMOVAL OF WORKER / HUMAN RESOURCES

The Officer-in-Charge of MPPGCL may require the Contractor to remove from Site of Works / Services or from any other area of Work related to the Contract, any member of the Contractor personnel or work force who

- a) Persists in any misconduct or lack of care
- b) Performs his duties incompetently or negligently or otherwise carelessly
- c) Fails to conform with any provisions of the Contract or
- d) Persists in any conduct which is prejudicial to the safety, health or protection of the Work and environment.

If appropriate, the Contractor shall appoint a suitable replacement within fourteen (14) days or within such period as may be agreed between the Officer-in-Charge and Contractor.

2.26 PENALTY

- I. The timely commencement and completion of the work/services is the essence of the contract. In case the contractor fails to commence and complete the work/services as per the stipulated contract period, the delay will attract penalty.

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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) per week or part thereof of basic cost of delayed work(s)/service(s) excluding taxes, duties, freight charges and other charges if any subject to maximum 10% (ten percent), of basic cost of total order value.

- II. 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 works/services. No interest shall be paid on the retained amount by MPPGCL.
- III. Penalty towards contract shall be finalized after completion of works/services and due re-conciliation of all liabilities at the time of making payment of last invoice against the contract.
- IV. Violation of Safety, Welfare, Labour, less employment and housekeeping may also attract penalty as specified in the terms and conditions of the particular tender document.

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

2.27 URGENT WORKS

If any Urgent Work becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Officer-in-Charge of MPPGCL may by his own or other means, carry it out as he may consider necessary. If the Urgent Work shall be such that the Contractor is liable under the Contract to carry out at his expenses then all such expenses, incurred on it by the MPPGCL along with overheads @24% and GST shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

2.28 PENALTY FOR BREACH OF CONTRACT

- I. The contractor shall abide by the terms and conditions of the contract and compliance as per the instructions of the Officer-in-Charge. In case the contractor fails to carry out the work as directed or is not able to perform the work satisfactorily and it is found that the smooth working of the power station is affected due to his un-satisfactory working and he fails to improve his working and/or ignores the instructions of OIC/skips meetings related to contract, MPPGCL reserves the right to terminate the contract any time during the currency of the contract by serving him fifteen days notice, Security Deposit in such case shall be forfeited.
- II. The company shall be entitled to forfeit the security deposit or the balance there of that may at that time be recoverable and not to release any further sums / any sums due to the contractor from the company for any breach of the terms and conditions of the contract / other contract. On termination of the contract, the additional expenses which the company will have to bear for getting the work executed by employing labour or getting the work executed through alternative

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agencies/ departmentally for the balance period of the tender for which the contract was to be operative will be recoverable from the contractor. This difference will be worked out on the basis of actual quantum of work done during the balance period of the contract. The additional expenditure incurred for actual quantity of work during balance period of contract plus 24% supervision charges will be recovered from the dues or deposit of the contractor or by any other mode.

2.29 COMPLETENESS OF EQUIPMENT

(Clause Not Applicable for this type of contract)

2.30 DESIGN AND INTERCHANGEABILITY

(Clause Not Applicable for this type of contract)

2.31 WORKS TO BE OPEN FOR INSPECTION

All the works under or in course of execution or executed in pursuance of the contract, shall be at all-time be open for inspection and supervision by the Officer-in-charge and his sub-ordinates and the contractor shall at all times during the usual working hours and all other times at which notice of the Officer-in-Charge or his sub-ordinates to visit the work shall have been given to the contractor, either himself be present to receive order and instructions or make a responsible agent duly accredited in writing be present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if given to the contractor himself.

2.32 TESTING FACILITIES AND TESTS TO BE CONDUCTED

(Clause Not Applicable for this type of contract)

2.33 MATERIAL TEST CERTIFICATE

(Clause Not Applicable for this type of contract)

2.34 TYPE TEST CERTIFICATE

(Clause Not Applicable for this type of contract)

2.35 PRE DISPATCH INSPECTION

(Clause Not Applicable for this type of contract)

2.36 RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS

Any amount recoverable from the successful 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 FOR QUANTITY OF WORKS / SERVICES

MPPGCL reserves the right to place an extension order for increase in quantity of works/services maximum upto 50% of contract value for any additional works/services

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on the same rates, terms & conditions during execution of contract / within six months after completion of execution of contract on mutual agreed basis.

2.38 ROYALTIES AND PATENTS

All royalties for patents or any charges for usage or infringement thereof that may be involved in the works/services shall be included in the offered price. The Contractor shall protect MPPGCL against any claim thereof. The 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 contractor to this effect, if required, in the prescribed format (Annexure-X). In case of non-submission of indemnity bond it will be the bidder's liability to cover the same.

2.39 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT, 1923

In every case in which by virtue of the provisions of Section -12 Sub-section-(1) of the Workmen's Compensation Act -1923, it is obligatory to pay compensation to the workers employed by the contractor in execution of the work, MPPGCL will recover from the contractor the amount of compensation so paid without prejudice to the right of the MPPGCL under Section-12, Sub-section-(2) of the said Act. MPPGCL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due to the contractor whether under this contract or otherwise. MPPGCL shall not be bound to contest any claim made against it under Section-12 Sub-section (1) of the said act except on the written request of the contractor and upon his having given to MPPGCL full security for all cost for which MPPGCL might become liable in consequence of contesting such claims.

2.40 INSURANCE

- I. The contractor at all times during the tenure of this contract at their own expenses shall insure and keep insured in the name of the company with any of the nationalized general Insurance companies all the works in progress, plants, equipment, stores instruments, tools and all other materials whatsoever against loss, destruction or damage by fire, flood or any other cause whatsoever and all liabilities under the Workmen's Compensation Act, 1923 in respect of the death or bodily injury payable to any worker and damage to any property of the third persons.
- II. During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this insurance policy in force and submit to the Officer-in-Charge the receipt of such payments within seven days after the same shall have become due. In the event of the contractor refusing or neglecting to effect insurance as aforesaid, it shall be lawful for the company to effect the insurance as aforesaid and pay the premium thereon and deduct the cost of such insurance or the amount of premium so paid from time to time plus 24% overhead charges, from any sums payable to the contractor under this contract.

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- III. The contractor shall also provide insurance cover to all the labour /staff deployed by him for execution of subject work under “Pradhan Mantri Surksha Beema Yojana & Pradhan Mantri Jeevan Jyoti Yojana”

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

The provisions of Employees Provident Fund & Miscellaneous Provision Act, 1952 are applicable in respect of work charge and NMR employees. The following instructions are to be followed for statutory compliance and proper implementation of the EPF Act:-

- I. The definition of word EMPLOYEE includes any person employed directly by the establishment on work charge or through the contractors including daily rated or piece rated employees.
- II. Every employee shall have to be enrolled for the membership of Employee Provident Fund from the date of his joining.
- III. The contractor shall be responsible for deductions towards EPF contribution from workers.
- IV. The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the law.
- V. The mode of payment to the worker shall be through bank or as per prevailing rules / circulars issued by Govt. of MP time to time.
- VI. In case the contractor fails to make payment of wages on remittance of EPF contribution in accordance with the provisions of the law, the principal employer shall be liable to make payment of full wages or the unpaid balance due, as the case may be to the labour employed by the contractor or to the EPF Commissioner and recover the amount so paid either by deduction from any amount payable to the contractor under any contract or as debt payable by the contractor.

2.42 MINIMUM WAGES

- I. The contractor shall pay not less than minimum wages to the labour engaged by him on the work. Minimum wages means the wages including other statutory provision as per Labour Law or as prescribed by the State Government or Labour Department of the District or place in which work is done.
- II. The Contractor shall also have to pay minimum wages to the labours indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if labours have been employed by him.
- III. The Officer-in-Charge shall have the right to deduct money from the due payable to the contractor for any sum to be required for making good the loss suffered by the worker(s) by reason of non-fulfillment of the conditions of the contract for the

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benefit of workers nonpayment of wages or deduction made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.

- IV. The contractor shall primarily be liable for all payments to be made under and for the observance of the regulation without prejudice to his right to claim indemnity from his sub-contractors.
- V. The regulations shall be deemed to be a part of the contract and any breach thereof shall be deemed to as breach of contract. The contractor disburses the wages to his workers within the time limit prescribed under the provisions of payment of wages as per “Wages Act, 1936” or any similar law in force as amended up to date.
- VI. In case of man power outsourcing job, Aadhar Card details of sub vendors and workers shall be kept with the contractor. The contractor shall take all efforts to collect the Aadhar Card of all the employees whether they are his own employees or that of outsourced vendor.

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

Contractor/his sub-contractor(s) are required to have a valid labour license issued by Govt. Labour Officer for engagement of labours for the purpose of subject work. The copy of the said license should be furnished before starting of work to site office as well as to the Labour Welfare Officer, MPPGCL, at site.

2.44 SAFETY APPLIANCES

All the safety appliances required for the workers of contractor, with respect to the job and as per provision of the factory Act shall be arranged and provided by the contractor. Officer-in-Charge shall have the authority to stop the work in absence of proper safety appliances or to impose suitable penalty.

2.45 LIST OF T&P AND TECHNICAL PERSONNEL

- I. List of technical persons who will supervise the various works should be enclosed along with tender documents. The list of T&P items with valid fitness certificate from authorized agency shall also be enclosed with the tender documents. The Officer-in- Charge will verify the list of technical persons T&P and test certificate before starting the work at site.
- II. All equipment, labour, materials including cement, reinforcement and the structural steel required for the Enabling Works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account and the unit rates quoted by the Contractor on this account and the unit rates quoted by the Contractor for various items in

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the Bill of Quantities (BOQ) shall be deemed to include the cost of Enabling Works.

- III. The Contractor shall make his own arrangement for movement of men, machinery, other requirement etc. required for carrying out the Work included under this Contract.

2.46 T&P ON HIRE BASIS

The Contractor shall arrange at his own expense all tools, machines and equipment including Crane(s) (hereinafter referred to as T&P) required for execution of the work.

2.47 TEMPORARY / ENABLING WORKS

Temporary / Enabling Works as specified in the Technical Specifications or as directed by the Engineer-in-Charge of MPPGCL for the proper execution of the Works shall be carried out by the Contractor. These Works shall be executed by the Contractor at his own cost.

2.48 COMPREHENSIVE MEDICAL CHECK-UP

The contractor shall ensure comprehensive health check-up of their workers, to be engaged in the contract, by registered Medical Practitioner, once in a year during the currency of the contract, as per directives of Hon'ble Supreme Court of India in MP (Civil) 79/2005 and furnish the documentary evidence in this regard.

2.49 RECORD KEEPING REGARDING CONTRACT

As per factory rules the following registers should be maintained by the contractor and on demand same shall be submitted in the office of Officer-in-charge:

- I. Muster role register form XVI.
- II. Register of wages form XVII.
- III. Register of deduction for damages or loss form XX.
- IV. Register of employment card form XIV.
- V. Register of fine form XXI
- VI. Register of over time form XXII.

2.50 SPECIAL CONDITIONS RELATING TO SAFETY

- I. The contractor and their workers shall follow provisions of factories act, 1948 and M.P. Rules, 1962 for minimizing any untoward incident. However, in case of any accident, loss or damages to MPPGCL's employee or property due to negligence on part of contractor or his workers, contractor shall be held fully responsible for the same and the recovery shall be made from him.

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- II. Before starting of work at site, the contractor shall compulsorily provide personal protective equipment (confirming relevant IS code) to his employees.
- III. All lifting Tools & Tackles to be used at site shall be tested by Govt. approved agency and Xerox copy of certificate shall be submitted to the Officer-in-Charge. No such lifting Tools & Tackles will be allowed to be used at site which is not tested by Govt. approved agency.
- IV. The contractor shall not be allowed to store more than 5 (five) Nos. of Acetylene/Argon gas cylinders at a time to store/use inside power house.
- V. Carrying/striking of matches, lighters or smoking or other acts which may cause fire hazards in the restricted area of power station, such as Hydrogen plant, Hydrogen storage area, fuel oil plant/storage areas etc., is strictly prohibited.
- VI. In the area of power station as prescribed by the Chief Safety Officer, no hot work such as welding, gas cutting etc. which may cause fire hazards shall be carried out unless necessary precautions are taken to avoid any risk of fire hazards.

2.51 ACCOMMODATION & TRANSPORTATION

MPPGCL will not provide or arrange any accommodation and transportation facility to the contractor or his staff. The contractor shall have to make his own arrangement.

2.52 POWER STATION SECURITY

The security rules enforced by MPPGCL security department shall be honored by contractor and his staff. A list of persons engaged and related to the work will be submitted by the contractor in order to issue temporary identity cards, which must be returned, if the person leaves the job or the contract gets completed.

2.53 MATERIAL MOVEMENT

Collection, return and transportation of material, any item from MPPGCLs stores required for job will be arranged by contractor at his own cost. Un-serviceable items/scrap material shall be transported by the contractor to the scrap yard / area shown by Officer-in-Charge with the contractor's own transport.

2.54 SPARE PARTS

Spare parts required for the work will be provided by MPPGCL only upon getting convinced that damaged/ worn out parts are beyond repair and need to be replaced. The replaced damaged/worn out part shall be handed over to MPPGCL promptly with proper records on both sides.

2.55 DISPOSAL OF SCRAP

The Contractor shall with the agreement of the MPPGCL promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap/ waste/ remnants arising for discharge

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of any contract related activities including fabrication of structural steel work and piping work at the project/ works site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables. GST applicable, if any, shall be to Contractors account.

The ownership of such Scrap shall vest with the Contractor except in cases where the material belongs to MPPGCL. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, GST etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/ duties shall be that of the Contractor.

The scrap generated out of MPPGCL's material is to be returned to the MPPGCL. Also the scrap generated out of any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the MPPGCL whether or not incorporated in the Work is to be returned to the MPPGCL at identified location.

2.56 DISPOSAL OF SURPLUS MATERIAL, PLANT AND EQUIPMENT

Ownership of any material, Plant and Equipment brought by Contractor in excess of the requirements for the Work (i.e. surplus material) shall revert to the Contractor upon Completion of the Work or at such earlier time when MPPGCL and the Contractor agree that the materials in question are no longer required for the Work. However, any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the MPPGCL whether or not incorporated in the Work.

The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, GST etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Contractor.

The Contractor shall also indemnify to keep MPPGCL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal /disposal of surplus material. The Indemnity Bond, if required, shall be furnished by Contractor as per proforma enclosed (Annexure-X). Further, in case the laws require MPPGCL to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of MPPGCL.

The surplus generated out of MPPGCL'S issued material without any adjustment to the Contract Price is to be returned to the MPPGCL. Also any surplus generated out of any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of MPPGCL whether or not incorporated in the Work.

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2.57 WORKMANSHIP & MATERIALS

All material(s) / 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. All materials, supplies, parts supplied under this contract shall be tested as far as reasonably practical. The works/services to be executed / provided is according to the technical specification/schedule. The activity which is not specifically mentioned but essential for completion of work/services shall be carried out without any extra cost.

2.58 LOCAL CONDITIONS

It shall be imperative for each bidder to fully inform himself of all local condition and all other factors which may have any effect on the execution of the contract covered under these documents and specifications. The bidders shall also make enquiry and satisfy themselves about the contingencies, risk and other circumstances which may influence or affect the execution of the contract as specified in this tender specification. MPPGCL shall not entertain any request for clarification from the bidders regarding such local conditions.

It is presumed by MPPGCL that all such factors, conditions etc. have been properly investigated and considered by the bidders while submitting their bid/offer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by MPPGCL which are based on the lack of such clear information or its effect on the cost of the contract to the bidders.

2.59 NOTICE TO LOCAL BODIES

- I. The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or bye - laws of any local authority relating to the Works/Services. Contractor shall, before making any variation from the Contract necessitated by such compliance, give to the Officer-in-Charge of MPPGCL a written notice giving reasons for the proposed variation and obtain the Officer-in-Charge's instructions thereon, in writing.
- II. The Contractor shall pay and indemnify MPPGCL against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any

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Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the Works/Services.

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

- I. The Contractor shall indemnify and save MPPGCL against all actions, suits, demands, cost of expenses arising in connection with injury suffered prior to the date, when work shall have been taken over by person employed by the contractor / his sub-contractor on the works whether under the general law or under the Workmen's Compensation Act, 1923 or any other statutory provision in law in force, dealing with the question of the liability of the employer and shall take steps to ensure against any claim there under.
- II. On the occurrence of any accident, which may result in death of any such workman (fatal accident), the contractor within 24 hours of happening of such accident intimate in writing to the Officer-in-Charge, the facts of such accident. The contractor shall indemnify MPPGCL against, all loss or damage sustained by MPPGCL resulting in direct penalties/fines, if any, payable by MPPGCL, as consequence of MPPGCL failure to give notice under workmen's Compensation Act or otherwise to confirm the Provisions of the Act in regard to such accidents.
- III. In the event of any claim, being made or action made or action brought against MPPGCL and arising out of the matter referred to and in respect of which the contractor is liable under this clause, the contractor shall be immediately notified thereof and he shall with the assistance of MPPGCL (if so required) but at the sole expense of the contractor, conduct all negotiations for settlement of the same or/and litigation that may arise there from. In such case, MPPGCL shall provide all available assistance for any such purpose, at the expenses of the contractor.
- IV. In the event of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, 1923 read with latest amendment thereof, whether by the contractor or by the MPPGCL as principal employer, it shall be lawful for the Officer-in-Charge to retain amount of money from bills of contractor plus GST if applicable, as may in his opinion shall be final in regard of all matters arising under clause.
- V. The amount of all cost, damage or expenses or other sum, which under this or any contract, if payable by MPPGCL, may be deducted by MPPGCL from any money due or becoming due to the contractor under the same or any other contract, without prejudice to MPPGCL's right to recover the same by ordinary process of law.

2.61 TRAVEL EXPENSES

(Clause Not Applicable for this type of contract)

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2.62 THE CONTRACTOR'S RESPONSIBILITIES

- I. The Contractor shall conduct all Contract activities with due care and diligence, in accordance with the Contract and with the skill and care expected from a competent provider of services, or in accordance with best industry practices.
- II. In particular, the Contractor shall provide and employ only such personnel who are skilled and experienced in their respective areas.
- III. The Contractor shall assume primary responsibility of execution of the contract for all the jobs in accordance with relevant provisions of the Tender document.

2.63 CONFIDENTIALITY

- I. The contractor shall maintain strict confidentiality of all documents, record notes of discussion, drawings, designs and other technical information provided by MPPGCL or prepared in respect of the works/services under this contract and shall not pass on any information to any other agencies/organizations without the written permission of the MPPGCL.
- II. The contractor shall also take necessary steps to ensure that all persons employed for the works/services shall follow the Indian Official Secret Act 1923 (XIX of 1923) applies to them and shall continue to follow the same even after the execution of the contract.

2.64 LIST OF PERSONNEL

The contractor has to submit a list of the personnel to be employed/engaged for carrying out the works/services. The details such as Name, Age, Address, ID no. and type of ID, period of contract, mob/phone number etc. should be incorporated in the list.

2.65 PROGRESS REPORT

- I. The contractor shall prepare and submit to the Officer-In-Charge of MPPGCL weekly progress report showing the progress and status of the works/services being performed including materials such as charts, networks and photography (if any) as per the directives of Officer-in-Charge of MPPGCL.
- II. It is understood that submission of such reports and reviews thereof to MPPGCL shall not absolve the contractor of his responsibility of timely completion of the assignment as per the time schedule indicated in the document.
- III. To review the progress of work and to resolve various outstanding issues, contract review meetings (CRM) shall be held periodically either at office of MPPGCL or the office of the contractor. Both MPPGCL and the Contractor shall depute their key personnel for the CRM. During the review meetings the progress of work will be reviewed, constraints & their corrective action will be identified. The Contractor shall use his best endeavor to implement the corrective action so identified.

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.



2.66 SUB-LETTING OF ASSIGNMENT

- I. The Contractor shall not sub-let, transfer or assign whole part of the contract on back to back basis or the core activity as specified in pre-qualifying requirement for which the bidder has been judged before award of contract. In case if contractor sublets, transfers or assign the contract as stated above then MPPGCL shall have the right to cancel the contract and to get works/services done from elsewhere and Contractor shall be liable to MPPGCL for any loss or damage along with 24% overheads which MPPGCL may sustain in consequence or arising out of such services and the Contractor shall indemnify such loss or damage to MPPGCL.
- II. Engaging workers through labour contractor and statutory compliances thereof to this effect does not come under the purview of sub-letting. However, in such case, prior permission shall have to be obtained from order issuing authority.

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 works/ services successfully executed at the time of foreclosure 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.

2.68 COMPLIANCE OF LAWS AND REGULATIONS

- I. The contractor shall be responsible for the compliance of all statutory obligations under the Factory Act, 1943, Contract Labour (Regulation & Abolition) 1970 M.P. Rule, 1973. Minimum Wages Act or any other law imposed by the Government. It will be the responsibility of the contractor to maintain various registers/record required under various acts and has to produce the same to the Officer-in-Charge or to the inspection authorities of the government on demand at any time.
- II. The labour engaged by the contractor shall be bound by the provisions of the legislations, whether central or State, as in force in the State of Madhya Pradesh. In case of any default on the part of contractor or his agent of any of the provisions of such laws, if MPPGCL requires incurring any expenditure, liabilities arising there from, MPPGCL may deduct and recover the same out of any sum due or becoming due to the contractor in respect of this contract. The decision of

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MPPGCL that any sums have become payable hereunder and the amount which has become payable shall be final and binding on the contractor.

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 reject the offer of bidder/terminate the LoI/order placed on contractor.

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 MPPGCL the Contractor fails to complete the works/services 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 works/services are not found in accordance with prescribed specifications.
- II. In the event of such termination, MPPGCL on its sole discretion shall exercise its power as :-
 - a) In case of no or part works/services made by the contractor, maximum penalty for the non-completed works/services as per clause no (2.26) shall be imposed.

OR/AND

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

OR/AND

c) To carry our works/services from elsewhere after giving due notice to the contractor, at the risk & cost of the contractor for work(s) / services(s) not so completed or others of similar description. 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's right to recover damages from the contractor for non-completed works/services.

- 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 works/services from MPPGCL on breach of the contract.
- IV. Notwithstanding that the power under Clause No.2.71 (II) referred 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 works/services of similar description, the opinion of MPPGCL shall be final. In the event of action taken under sub Clause No.2.71 (I & II) above, the contractor shall be liable to pay for any loss, which MPPGCL may sustain on that account but the contractor shall not be entitled for any saving on such purchase of works/services made against the default.
- VI. In the event of MPPGCL not terminating the contract, as per the provisions provided in 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 for the delay as per Clause No. 2.26 until works/services are accepted.
- VII. 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

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.



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 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

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.



and to fulfill its or their obligations under the Contract, but without prejudice to MPPGCL's 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 contract period due to force majeure conditions, the contractor shall submit their representation with full documentary evidence for scrutiny by the 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. If the parties fail to resolve such dispute or difference by mutual consultation as above, then such dispute may be referred to the MP Arbitration Tribunal constituted under the MP Madhyastham Adhikaran Adhiniyam, 1983.

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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 M.P. Arbitration Tribunal or the competent court of jurisdiction, in the state 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 for works/services claimed by the Contractor which in the opinion of the order placing authority is necessary to protect MPPGCL from loss on account of: -

- I. Work/Services not rendered as per the Technical Specification & Scope of Works/Services.
- 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 at (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. $1 \times 200 \text{ MW} + 3 \times 210 \text{ MW} + 2 \times 250 \text{ MW} = 1330 \text{ MW}$.

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. $4 \times 210 \text{ MW} + 1 \times 500 \text{ MW} = 1340 \text{ MW}$ & 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 $2 \times 600 \text{ MW} = 1200 \text{ MW}$ and two super critical units of $2 \times 660 \text{ MW} = 1320 \text{ MW}$ 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 Itarsi Khandwa 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 $5 \times 23 \text{ MW} = 115 \text{ MW}$.

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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 2×80 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 2×45 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 3×105 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 2×15 MW = 30 MW.

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

It has an installed capacity of three generating units of 3×20 MW = 60 MW.

d) Ban Sagar -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 2×10 MW = 20 MW.

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

It has an installed capacity of three generating units of 3×15 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.

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.



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

It has an installed capacity of three generating units of $3 \times 20 \text{ MW} = 60 \text{ MW}$.

It is about 18 kms from Shivpuri.

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 -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:

- | | |
|---|--|
| <p>1. Signature
Full name in block letters
Occupation :
Address</p> | <p>Signed (on behalf of bank)
Name :
Name of Bank.....
Designation :
Staff Code No :
Bank Seal :</p> |
| <p>2. Signature
Full name in block letters
Occupation :
Address</p> | <p>Date :</p> |

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.



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- (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 $100000 \times 0.0025 = 250/-$)
- (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.

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 – 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.



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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 | Signed (on behalf of bank) |
| Full name in block letters | Name : |
| Occupation : | Name of Bank..... |
| Address | Designation : |
| | Staff Code No : |
| | Bank Seal : |
| 4. Signature | |
| Full name in block letters | |
| Occupation : | Date : |
| Address | |

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 $100000 \times 0.0025 = 250/-$)
- 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.

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 -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**)

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

Signature of Contractor
Date
Address

Signature of MPPGCL Authority

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

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

2. Signature
Full name in block letters
Occupation :
Address

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

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-

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.



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Witnesses:

- | | |
|----------------------------|----------------------------|
| 1. Signature | Signed (on behalf of bank) |
| Full name in block letters | Name : |
| Occupation : | Name of Bank..... |
| Address | Designation : |
| | Staff Code No : |
| 2. Signature | Bank Seal : |
| Full name in block letters | |
| Occupation : | Date : |
| Address | |

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 $100000 \times 0.0025 = 250/-$).
- (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.

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 -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 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.

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. **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:
- Start Price
 - Current Price.
 - Decrement/Increment Value.
 - 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

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.



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.

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. Max Seal Percentage: It defines maximum value a bidder can quote in multiples of decrement/increment 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, commissioning 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.

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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 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

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- 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

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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.
24. The aforesaid Notification of Suspension will not be applicable to:

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- 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

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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.

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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 afor esaid 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 the jurisdiction to determine the said dispute and that this shall be without prejudice to the

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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 | Signed (on behalf of bank) |
| Full name in block letters | Name : |
| Occupation : | Name of Bank..... |
| Address | Designation: |
| | Staff Code No: |
| | Bank Seal : |
| 2. Signature | |
| Full name in block letters | |
| Occupation : | Date : |
| Address | |

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 $100000 \times 0.0025 = 250/-$)
- 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.

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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.		

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