



MADHYA PRADESH POWER-GENERATING COMPANY LIMITED

(Govt. of Madhya Pradesh Undertaking)

OFFICE OF THE CHIEF ENGINEER (GENERATION)

SATPURA THERMAL POWER STATION: MPPGCL

P.O. SARNI: DISTRICT- BETUL (MP) PIN 460 447, FAX (07146)278466/PHONE-278422

E-mail: se.pnw1234@gmail.com, E-Tendering Website: www.mptenders.gov.in

TENDER No. 08-004/STPS/ P&W/S.E.(ET&I)IV/IMD-IV/ WE-395/TID-2026_MPPGC_504241/96 Date:30.04.2026

“Through e-tendering process only”

“For OEM/OES Tender”

- (1) M.P. Power Generating Co Ltd. invites Electronic Tenders on OEM/OES tender basis only for the following items for STPS, MPPGCL, Sarni

Sl No.	Tender No	Tender Particulars	Est. Cost	EM D (in Rs)	Tender Cost (in Rs)	Contract Period	Completion period	Due Date & Time for Closing of Online Submission	Due Date & Time of Opening of e-Tender
1	WE-395/TID-2026_MPPGC_504241	The work of Annual Maintenance Contract for Honeywell PLC ML200R system & Networking of BOP of 2x250MW STPS Sarni.	9.44 Lakhs	Nil	Nil	1 year	10 Days	Dated – 21.05.2026 Up to 15:00 Hrs	Dated – 25.05.2026 From 17:30 Hrs Onwards

This tender is being invited through e-tendering system. For viewing detailed NIT, downloading tender documents and participating in Electronic Tenders, for any clarifications and/or due date extension or corrigendum, please visit the website www.mptenders.gov.in regularly. Any clarifications and/ or due date extension or corrigendum shall be issued on the website www.mptenders.gov.in only.

Note:(i) THE BIDDERS NOT SUBMITTING ALL THE DESIRED DOCUMENTS AS PER NIT/TENDER DOCUMENT AT THE TIME OF BID SUBMISSION SHALL NOT BE ALLOWED TO SUBMIT DOCUMENTS SUBSEQUENTLY.

(ii) Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

(2) e-Tendering:-

- (i) For participation in e-tendering module of MPPGCL, it is mandatory for prospective bidders to get it registered on e-procurement website i.e. www.mptenders.gov.in. 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.
- (ii) The registration fees for the e-procurement website should be borne by the bidders and no exemptions are allowed in registration fees.
- (iii) Service and gateway charges as applicable shall be borne by the bidders.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) Bidders are requested to visit e-procurement website regularly for any clarifications and/ or amendments and/or due date extension.
- (viii) Bidder must positively complete online e-tendering procedure at e-procurement website i.e. mptenders.gov.in.
- (ix) 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.

“SAVE ELECTRICITY”

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Jabalpur (M.P) 482008, Website: mppgenco.nic.in

CIN – 40109MP2001SGC014882

GSTIN – 23AADCM4472A1ZZ

- (x) The bidder whosoever 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.
- (xi) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- (xii) For any type of clarifications bidders can visit www.mptenders.gov.in and help desk contact No. 0120-4200462, 0120-4001002, 0120-4001005 & 0120-6277787 and email: **Technical Support** - support-eproc@nic.in.
- (3) **Tender Cost**: - OEM/OES firms are exempted from submission of cost of tender documents.
- (4) **Earnest Money Deposit**: - OEM/OES is exempted for submission of EMD
- (5) **Credential and PQR**: - Not Applicable for this tender
- (6) The undertaking as per Annexure –III of SBDs (clause no.1.15 i.e. Preparation, submission, opening and verification of Bid Proposals of Instructions to Bidders sub clause-IX) for successful execution of contract earlier awarded to prospective bidder is to be uploaded/submitted with required PQR documents by all the bidders except Government Organizations and/or Public Sector Undertakings.
- (7) The Tender Acceptance Letter to be given on letter head of company of the bidder as per Annexure-XI of SBD (clause no. 1.16- i.e. Deviations from Terms & Conditions/Tender acceptance letter of Instructions to Bidders) is to be uploaded/submitted with techno-commercial offer.
- (8) The duly notarized affidavit affixed with notarial tickets worth as per prevailing rate of individual state on non-judicial stamp paper of Rs.200/- as per Annexure-IX of SBD (clause no. 1.26- i.e. Disqualification of Bidder of Instructions to Bidders) for No Banning/ Black Listing/ Delisting is to be uploaded/ submitted with techno-commercial offer by all the bidders except Government Organizations and/or Public Sector Undertakings. Hard copy of same is to be submitted to O/o SE(P&W) STPS Sarni only after opening of tender.
- (9) The clause no. 1.36 of Instructions to Bidders “Reverse/Forward Auction” is **Not Applicable** for instant tender.
- (10) The clause no. 1.37 of Instructions to Bidders “Benefits to Enterprises/ Entrepreneurs of Madhya Pradesh (Including Micro & Small Scale Enterprises/ Startups/ SSI units)” is **Not Applicable** for instant tender.
- (11) The clause no. 1.40 of Instructions to Bidders “Quantity Distribution” is **Not Applicable** for instant tender.
- (12) The clause no. 1.42 of Instructions to Bidders “Distribution of Work & Services” is **Not Applicable** for instant tender.
- (13) The undertaking as per Annexure-IV of SBD (clause no. 1.52 i.e. Corrupt practice/ Fraudulent Practice of Instructions to Bidders) is to be uploaded/ submitted with techno-commercial offer for observing fair and ethical practices by all the bidders except Government Organizations and/or Public Sector Undertakings.
- (14) The clause no. 2.4 of General Conditions of Contract “Price Variation” is **Not Applicable** for instant tender.
- (15) The clause no. 2.38 of General Conditions of Contract “Royalties & Patents (Annexure –X)” is **Not Applicable** for instant tender.
- (16) The clause no. 1.44 of Instructions to Bidders “Abnormally High / Low Quotes by the Bidders” is Applicable for instant tender.
- (17) The check list of formats/ documents as per Annexure-XV of SBD– The duly filled check list of formats /documents issued for subject tender is required to be uploaded/ submitted with techno-commercial offer.
- (18) The bidding process is a two bid single envelop process consisting of two parts: -
- (i) **Techno Commercial Bid**: - To be submitted Online Only
- (ii) **Price Bid**: - To be submitted Online Only
- (19) **Techno-Commercial Bid**: -Bidder must positively complete e-tendering procedure at www.mptenders.gov.in. Bidder shall have to submit the following documents online in the website:-
- (a) Their complete techno-commercial offer containing detailed material description, specification and all commercial terms & conditions. This document should not contain any price part.
- (b) Techno-commercial information in the form of questionnaire and schedules (downloaded from website and filled as per instructions). The online submission of duly filled questionnaire and schedules is mandatory. Terms & conditions filled in questionnaire shall be treated as final. The requisite documents as per NIT i.e. credential & PQR related to financial status/ experience for work of tendered items and as per questionnaire should only be uploaded.

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- (c) "The bidders not submitting all the desired documents as per NIT/Tender document at the time of bid submission shall not be allowed to submit documents subsequently."

LIST OF DOCUMENTS. : (i) Annexure – III, IV, IX (Notarized Affidavit), XI, XV

Documents electronically submitted by the bidder on tender portal shall be treated as final document for processing of the tender and placement of order.

The Physical copy of above documents wherever indicated is to be submitted within stipulated time by the bidder after opening of bid only.

FURTHER, NO CORRESPONDENCE SHALL BE DONE WITH THE BIDDERS REGARDING NIT/TENDER DOCUMENT THROUGH SHORTFALL WINDOW ON E-TENDERING WEBSITE.

- (20) **Price bid:** - Bidder shall have to download the Price bid format from website and after filling prices of quoted tendered items; the same is to be uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The price bid of techno-commercially qualified bidder shall be opened online at the notified date at www.mptenders.gov.in. Bidders can view information of date of price bid opening on web-site.
- (21) MPPGCL reserves the right for extension of due date of opening of techno-commercial bid.
- (22) MPPGCL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (23) Any change/modifications/alteration in the tender documents shall not be allowed and such tender shall be liable for rejection.
- (24) In case of any discrepancies found between the tender document uploaded by the bidder and the tender documents uploaded by the tender inviting authority, the later shall prevail. No claim/ appeal on this account will be entertained or given cognizance.
- (25) Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents, which are incomplete or with changed contents, the offer will be summarily rejected.
- (26) For amendment/due date extension/clarification /update if any, please visit www.mptenders.gov.in website regularly. In case of any bid amendment /due date extension/ clarification/update, the responsibility lies with the bidders to collect the same from the web site www.mptenders.gov.in or from the office of undersigned prior to deadline of submission of bid. MPPGCL shall have no responsibility for any delay/omission on the part of the bidder.
- (27) Please refer Clause (2.76) "Jurisdiction" of General Conditions of the Contract in Standard Bid Document (SBD) vide which 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 on the competent court of jurisdiction in the State of MP where the office of order placing/ issuing authority is situated..
- (28) Regarding tender details: - Any queries relating to the tender document contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person in working day from 10.00 Am to 06.00 PM as indicate below: -
- (a) Er. Saket Bante AE (P&W), Mob: 9425611030
- (b) Er. Manoj Deshmukh E.E. (EMD-IV) Mob. No. 9425611281

Note - Any queries relating to the process of online bid submission or queries relating to MP Tenders Portal in general may be directed to the 24x7 MP Tenders Portal Helpdesk.

(Pankaj Gajbhiye)
SUPERINTENDING ENGINEER (P&W)
O/o The C.E (GEN): MPPGCL, SARNI

Copy to: -

- 1) The Superintending Engineer (ET&I)IV, Sarni.
- 2) The M.P. Govt. Contractor Association, Bhopal.
- 3) M/s

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

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

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annex I.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under Annex II.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -

- a) In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
- b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the

2/12

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- b) An entity incorporated, established or registered in such a country; or
- c) A subsidiary of an entity incorporated, established or registered in such a country; or
- d) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- e) An entity whose *beneficial owner* is situated in such a country; or
- f) An Indian (or other) agent of such an entity; or
- g) A natural person who is a citizen of such a country; or
- h) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
 - (a) Explanation—
 - a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4/12

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

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

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

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

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

5/12

os/ Certificates

5. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as Annex III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

To

- (1) Secretaries and Administrators of Procuring Entities
- (2) Secretaries of Union Territories
- (3) Secretary
- (4) Chief Secretary of Delhi

6/12

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

7/12

The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

8/12

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1. In respect of
Government
Secretariat
in the State
State Secret
requirement
and security
2. Registration
by the State
Government
and its agencies

Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

9/12

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Correction in General Conditions of Contract (GCC) of SBD

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

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Amendment in clause

Conditions of Contract (GCC) of SBD's

Clause No.

Amended Clause No. 2.73 "CHANGE IN LAW" of SBDs

2.73

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

- (i) The modification, amendment, variation, alteration or repeal of any existing Applicable Laws;
- (ii) The enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Laws by any Government Authority;
- (iii) Changes in the interpretation, application or enforcement of any Applicable Laws or judgement by any Government Authority;
- (iv) The introduction of a requirement for the bidder to obtain any new Applicable Permit; or
- (v) The modification, amendment, variation, introduction, enactment or repeal of any Tax, resulting in a change in the incidence of Tax liability.

It is clarified that for the purpose of Change in Law, Taxes shall not include taxes on corporate income, any withholding tax on dividends distributed to the shareholders of the bidder or income tax.

2. Change in Minimum Labour wage rates shall be permitted in the contracts in which minimum number of labour has been defined and contracts are fixed rate contracts, in the following manner: -

- a) The prevailing minimum labour wages (as per Labour Commissioner, GoMP Notification) on the date of issue of the tender shall be considered as base. Any subsequent change in minimum labour wages shall be permitted as pass through to the successful bidder.
- b) The change of minimum labour wages shall be permitted in the cases of Fix Rate contracts/ Job contracts, where the contract specifies deployment of minimum numbers of manpower. In such cases, the impact of change in Minimum Labour wages shall be permitted for; minimum number of the manpower defined in the contract or deployed on actual basis (average for billing period), whichever is minimum.
- c) The impact of change in minimum labour wages shall be permitted along with the original bill / running bill or through supplementary bill, for the period, as the case may be.

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