



# M. P. POWER GENERATING CO. LTD.

Govt. of M.P. Undertaking

CIN-U 40109MP2001SGCO14882

BLOCK No.8, GROUND FLOOR, SHAKTI BHAVAN, VIDYUT NAGAR, RAMPUR, JABALPUR (M.P.)

Phone No. 0761-2702700/2664750

E-Mail : cesnmpgcl@rediffmail.com

Fax No. 0761-2664750

Web Site: www.mppgenco.nic.in

NO.07-08/SBD/P&W/913

Jabalpur, dt. 04.04.2023

## ORDER

[A]. MPPGCL has implemented following "Standard Bid Documents" from 1<sup>st</sup> January 2021 vide Order No 07-08/SBD/P-I/3175 Jabalpur dated 07.12.2020 in line with procurement policy of Company, instructions/guidelines issued regarding procurement policies for state utilities by Govt. of MP and prevalent best practices being adopted by other power utilities: -

Related to Goods, Works & Services:-

- i) Procurement / Supply Contract
- ii) Works/ Services Contract .
- iii) Turnkey Contract
- iv) Consultancy / Expert Services Contract

For issue of tender in physical form in case of exigencies, instruction to the Bidder for physical submission of bid of above contracts had also been issued vide aforesaid order.

**This order is for correction in the respective clauses of aforesaid documents.**

[B]. **Correction in Chapter-I: In Instruction to Bidders (ITB): -** The following clauses of all SBDs are herewith corrected to provide benefit of exemption from payment of tender fees and EMD for the MSEs "Situating/Based" in Madhya Pradesh. The existing provision & corrected clause reads as follows: -

Clause No.	Existing provision In the Clause of SBD:	After correction the SBD Clause reads as:
1.10 "Earnest Money" item no IV- Regarding "Exemption from submission of EMD"	a) The bidders registered in the state of Madhya Pradesh as Micro & Small Enterprises / START UP / S.S.I. units with D.I.C. (District Industries Center) of Madhya Pradesh, Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) for the tendered item(s) are exempted from paying the earnest money; however such firms shall have to upload the requisite documents on e-procurement website.	a) The bidders "Situating/Based" in the state of Madhya Pradesh and registered as, <ul style="list-style-type: none"><li>• "Micro &amp; Small Enterprises / START UP".</li><li>• "S.S.I. units with D.I.C. (District Industries Centre) of Madhya Pradesh".</li><li>• "Khadi &amp; Village Industries Commission (KVIC)" / "Khadi &amp; Village Industries Board (KVIB)" / "Coir Board" / "Directorate of Handicrafts and Handloom".</li><li>• "Udyog Aadhar Memorandum (UAM)" or "any other body specified by Ministry of Micro, Small &amp; Medium Enterprises (MoMSME)",</li></ul> for the tendered item(s), are exempted from paying the earnest money; however, such firms shall have to upload the requisite documents on e-procurement website.

Clause No.	Existing provision in the Clause of SBD:	After correction the SBD Clause reads as:
1.15 item no (II) - Regarding "Exemption for MSEs, START UP and SSI of MP from payment of Tender Fees"	<i>The bidders registered in the state of Madhya Pradesh as Micro &amp; Small Enterprises (MSEs) / START UP / S.S.I. units with D.I.C. (District Industries Centre) / Khadi &amp; Village Industries Commission (KVIC) / Khadi &amp; 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 &amp; Medium Enterprises (MoMSME) for the tendered item(s) are exempted from paying the tender fees; however such firms shall have to upload the requisite documents on e-procurement website.</i>	<p>The bidders "<b>Situated/Based</b>" in the state of Madhya Pradesh and registered as,</p> <ul style="list-style-type: none"> <li>• "Micro &amp; Small Enterprises (MSEs)" / "START UP".</li> <li>• "S.S.I. units with D.I.C. (District Industries Centre)".</li> <li>• "Khadi &amp; Village Industries Commission (KVIC)" / "Khadi &amp; Village Industries Board (KVIB)" / "Coir Board" / "Directorate of Handicrafts and Handloom".</li> <li>• "Udyog Aadhar Memorandum (UAM)" or "any other body specified by Ministry of Micro, Small &amp; Medium Enterprises (MoMSME)",</li> </ul> <p>for the tendered item(s), are exempted from paying the tender fees; however such firms shall have to upload the requisite documents on e-procurement website.</p>

[C]. **Correction in Chapter-II: In General Condition of Contract (GCC):-** The item no. III of clause no. 2.17 in SBD of Procurement/ Supply Contract and item no. VIII of clause no. 2.35 in SBD of Procurement/ Supply Contract & Turnkey Contract are herewith corrected. The existing provision & corrected clauses reads as follows: -

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

Clause No.	Existing provision in the Clause of SBD:	After correction the SBD Clause reads as:
2.35 "PRE-DISPATCH INSPECTION" (In SBD of Procurement /Supply & Turnkey Contract)	VIII. Except fake inspection calls, the date of readiness of item(s) for pre dispatch inspection shall be considered as the date of delivery, subject to the condition that the date of readiness for pre-dispatch inspection is 15 days in advance of terminal date of scheduled delivery. Based on the satisfactory joint inspection, the order placing authority will issue the dispatch instruction for the delivery of the item(s). In case the item(s) is not received within 30 days from the date of issue of dispatch instruction, penalty shall be imposed (as per clause no. 2.26) even though the delivery period is not over.	VIII. Except fake inspection calls, the date of readiness of item(s) for pre dispatch inspection shall be considered as the date of delivery, subject to the condition that the date of readiness for pre-dispatch inspection is 30 days in advance of terminal date of scheduled delivery. Based on the satisfactory joint inspection, the order issuing authority will issue the dispatch instruction for the delivery of the item(s). In case the item(s) is not received within 30 days from the date of issue of dispatch instruction, penalty shall be imposed (as per clause no. 2.26) even though the delivery period is not over.


All other terms and conditions shall remain the same as earlier in prevailing SBD.

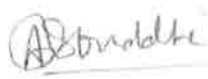
**HoDs** of all Power Stations / Offices shall ensure issuance of all future tenders strictly under the ambit of SBDs implemented vide Order No 07-08/SBD/P-I/3175 Jabalpur dated 07.12.2020 read with the correction as mentioned above. The correction in SBDs to be uploaded/issued with SBDs is enclosed herewith.

Encl: As above.

Copy forwarded to-

1. The Executive Director / Chief Engineer (O&M:Gen)/ (Fuel Management)/ (HR&A) /Civil Engg) /(Engineering)/ (O&M:Hydel)/ (R&M)/(PRG)/(Corporate Services),MPPGCL, Jabalpur.
  2. The Executive Director/Chief Engineer (Gen), STPS/SGTPS/ATPS/SSTPP, MPPGCL, Sarni/ Birsinghpur/Chachai/ Khandwa .
  3. The Chief Financial Officer, MPPGCL Jabalpur.
  4. The Chief Security Officer, MPPGCL Jabalpur.
  5. The Addl. Chief Engineer (Gen:Stores)/(THC),MPPGCL Jabalpur/Sirmour.
  6. The Superintending Engineer (Civil)HM-S&I, MPPGCL, Jabalpur.
  7. The Superintending Engineer(O&M), RABS HPS/Gandhisagar, HPS/Pench HPS/ Rajghat HPS/Bansagar-II/Bansagar-III/ Bansagar-IV HPS/ Madhikheda HPS, MPPGCL, Barginagar/Gandhisagar /Totladoh/Chanderi/Silpara/Deolond/Jhinna/Shivpuri
  9. The Sr. Accounts Office/RAO(COG&HS)/SGTPS/STPS/ATPS/SSTPP/THC, MPPGCL Jabalpur/Birsinghpur/Sarni/Chachai/ Khandwa/Sirmour.
  10. The Staff Officer/PA to MD/Director (Technical)/Director (Commercial) MPPGCL, Jabalpur.
- for information and necessary action please.

  
(Gurunath Sreenivas)  
**CHIEF ENGINEER (MM)**  
**MPPGCL:JABALPUR**

  
**A.M.Sahasrabuddhe**  
**(Addl Chief Engineer)**  
**O/o ED(MM) MPPGCL:Jabalpur.**



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NO 07-08/SBD/P&W/1807

Jabalpur, dtd. 03.07.2024

## **ORDER**

[A]. MPPGCL has implemented following "Standard Bid Documents" from **1<sup>ST</sup> January 2021** vide Order No 07-08/SBD/P-I/3175 Jabalpur dated 07.12.2020 in line with procurement policy of Company, instructions/guidelines issued regarding procurement policies for state utilities by Govt. of MP and prevalent best practices being adopted by other power utilities: -  
Related to Goods, Works & Services:-

- i) Procurement / Supply Contract
- ii) Works/ Services Contract
- iii) Turnkey Contract
- iv) Consultancy / Expert Services Contract

For issue of tender in physical form in case of exigencies, instruction to the Bidder for physical submission of bid of above contracts had also been issued vide aforesaid order.

This order is for amendment in clause No. 2.73 "Change in Law" of Chapter-2: General Conditions of Contract (GCC) of aforesaid documents.

[B]. **Amendment in Chapter-2: General Conditions of Contract (GCC) :-** The clause No. 2.73 "Change in Law" of all SBDs is herewith amended. The existing clause & amended clause reads as follows: -

Clause No.	Existing Clause No. 2.73 "CHANGE IN LAW" of SBDs
2.73	<p>"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.</p> <ul style="list-style-type: none"><li>I. The enactment of any new Indian law;</li><li>II. The repeal, modification or re-enactment of any existing Indian law;</li><li>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."</li></ul>

Clause No.	Amended Clause No. 2.73 "CHANGE IN LAW" of SBDs
2.73	<p>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.</p> <ul style="list-style-type: none"> <li>(i) The modification, amendment, variation, alteration or repeal of any existing Applicable Laws;</li> <li>(ii) The enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Laws by any Government Authority;</li> <li>(iii) Changes in the interpretation, application or enforcement of any Applicable Laws or judgement by any Government Authority;</li> <li>(iv) The introduction of a requirement for the bidder to obtain any new Applicable Permit; or</li> <li>(v) The modification, amendment, variation, introduction, enactment or repeal of any Tax, resulting in a change in the incidence of Tax liability.</li> </ul> <p>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.</p> <p>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: -</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>

All other terms and conditions shall remain the same as earlier in prevailing SBD.

HoDs of all Power Stations / Offices shall ensure issuance of all future tenders including those which have been issued but not opened so far (through issuance of corrigendum), strictly under the ambit of SBDs implemented vide Order No 07-08/SBD/P-I/3175 Jabalpur dated 07.12.2020 read with the amended clause No. 2.73 "Change in Law" as mentioned above. The amendment in SBDs to be uploaded/issued with SBDs is enclosed herewith.



(D.K. Kashyap)  
CHIEF ENGINEER (MM)  
MPPGCL:JABALPUR

Encl: As above.

Copy forwarded to-

1. The Executive Director (O&M:Gen)/ (PRG.), MPPGCL, Jabalpur
  2. Chief Engineer (Fuel Management)/ (HR&A) /Civil Engg) /(Engineering)/ (O&M:Hydel)/ (R&M) /(Corporate Services),MPPGCL, Jabalpur.
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- for information and necessary action please.



(Sanjay Kekre)  
SE (P&W)  
O/o ED(MM) MPPGCL:Jabalpur.

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

Clause No.	Amended Clause No. 2.73 "CHANGE IN LAW" of SBDs
2.73	<p>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.</p> <ul style="list-style-type: none"> <li>(i) The modification, amendment, variation, alteration or repeal of any existing Applicable Laws;</li> <li>(ii) The enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Laws by any Government Authority;</li> <li>(iii) Changes in the interpretation, application or enforcement of any Applicable Laws or judgement by any Government Authority;</li> <li>(iv) The introduction of a requirement for the bidder to obtain any new Applicable Permit; or</li> <li>(v) The modification, amendment, variation, introduction, enactment or repeal of any Tax, resulting in a change in the incidence of Tax liability.</li> </ul> <p>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.</p> <p>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: -</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>



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NO.07-08/SBD/P&W/Addl. SD/ 2321

Jabalpur, dtd. 13.08.2024

## **ORDER**

[A]. MPPGCL has implemented following "Standard Bid Documents" from 1<sup>st</sup> January 2021 vide Order No 07-08/SBD/P-I/3175 Jabalpur dated 07.12.2020 in line with procurement policy of Company, instructions/guidelines issued regarding procurement policies for state utilities by Govt. of MP and prevalent best practices being adopted by other power utilities: -

### **Related to Goods, Works & Services:-**

- i) Procurement / Supply Contract
- ii) Works/ Services Contract
- iii) Turnkey Contract
- iv) Consultancy / Expert Services Contract

For issue of tender in physical form in case of exigencies, instruction to the Bidder for physical submission of bid of above contracts had also been issued vide aforesaid order.

This order is for amendment in clause No. 1.44 "Abnormally High / Low Quotes by the Bidders" in respect of 'CHAPTER-1' : 'INSTRCUTIONS TO BIDDERS' of Standard Bid Document (SBD) of MPPGCL.

[B]. The clause No. 1.44 "Abnormally High / Low Quotes by the Bidders" of 'INSTRCUTIONS TO BIDDERS' of all SBDs is herewith amended. The existing clause & amended clause reads as follows: -

Clause No.	Existing Clause
1.44	<p><b>ABNORMALLY HIGH / LOW QUOTES BY THE BIDDERS.</b></p> <p>(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).</p> <p>(b) <u>The rates less by 20% (or more) than the estimated rates shall be considered as abnormally low rates.</u></p> <p>(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.</p>



Clause No.	Amended Clause
1.44	<p><b>ABNORMALLY HIGH / LOW QUOTES BY THE BIDDERS</b></p> <p>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 quotes and demonstration of justifications from such bidder(s).</p> <p>b) In case the Bid value quoted by bidder is less than 80% of estimated value put to tender, then the quoted rates by bidder shall be considered as abnormally low rates.</p> <p>c) In case of abnormally low rates for works/services, the bidder(s) shall have to furnish an additional security in the form of BG for the value (in Rupees) obtained from difference between the 80% estimated value of works/services put to tender and Bid value on bidder's quoted rates. The proforma of BG towards additional security is enclosed as annexure-XIV.</p>

All other terms and conditions shall remain the same as earlier in prevailing SBD.

HoDs of all Power Stations / Offices shall ensure issuance of all future tenders including those which have been issued but not opened so far (through issuance of corrigendum), strictly under the ambit of SBDs implemented vide Order No 07-08/SBD/P-1/3175 Jabalpur dated 07.12.2020 read with the amended clause No. 1.44 "**ABNORMALLY HIGH / LOW QUOTES BY THE BIDDERS**" as mentioned above. The amendment in SBDs to be uploaded/issued with SBDs is enclosed herewith.

Encl: As above.

(D.K. Kashyap)  
**CHIEF ENGINEER (MM)**  
**MPPGCL:JABALPUR**

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10. The Staff Officer/PA to MD/Director (Technical)/Director (Commercial) MPPGCL, Jabalpur. - for information and necessary action please.

(Sanjay Kekre)  
**SE (P&W)**

O/o ED(MM) MPPGCL:Jabalpur.

**Amended Clause of SBD**

Clause No.	Amended Clause No. 1.44 "Abnormally High / Low Quotes by the Bidders" of 'CHAPTER-1:INSTRCUTIONS TO BIDDERS' of SBDs
1.44	<p data-bbox="240 443 981 477"><b>ABNORMALLY HIGH / LOW QUOTES BY THE BIDDERS</b></p> <ul style="list-style-type: none"><li data-bbox="264 521 1276 667">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 quotes and demonstration of justifications from such bidder(s).</li><li data-bbox="264 678 1276 779">b) In case the Bid value quoted by bidder is less than 80% of estimated value put to tender, then the quoted rates by bidder shall be considered as abnormally low rates.</li><li data-bbox="264 790 1276 1003">c) In case of abnormally low rates for works/services, the bidder(s) shall have to furnish an additional security in the form of BG for the value (in Rupees) obtained from difference between the 80% estimated value of works/services put to tender and Bid value on bidder's quoted rates. The proforma of BG towards additional security is enclosed as annexure-XIV.</li></ul>