

# OFFICE OF THE EXECUTIVE DIRECTOR/CHIEF ENGINEER

(Stores & Purchase - Generation)

MADHYA PRADESH POWER GENERATING COMPANY LTD.

SHED NO. 15, RAMPUR, JABALPUR (M.P.)

PIN - 482 008

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Rampur, Jabalpur

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ELECBOARD



## GENERAL TENDERING CONDITIONS OF CONTRACT

- (A) Tender No. 07-08/ T-            /P-            /
- (B) Description of Tender : .....
- .....
- (C) Due date and time : ..... upto .....
- of Submission
- (D) Date of Opening : The tenders shall be opened at ..... hrs.
- and time on dated ..... in the
- presence of authorized representatives of of tenderers,
- who desire to be present at this time.
- (E) Issued to : .....
- .....
- .....
- .....

This specification contains total ..... Number of Pages.

(Signature)  
Executive Director / Chief Engineer  
- (Stores & Purchase - Generation)  
MPPGC, JABALPUR

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# GENERAL INSTRUCTIONS TO BIDDER/TENDERER

## 1. General

The Executive Director/Chief Engineer (Stores & Purchase Generation) on behalf of "The Madhya Pradesh Power Generating Company Limited" herein after referred to as "MPPGCL" will receive tenders/bids for supply of materials/equipments in accordance with the specifications for Power Stations in Madhya Pradesh.

## 2. Basic Qualification of Bidders

This bidding is open to any Manufacturer/Supplier who provides satisfactory evidence that he :-

- (a) Is a qualified manufacturer or an authorized representative of a qualified manufacturer who regularly manufactures the equipment of the type specified and has adequate technical knowledge and practical experience.
- (b) Does not anticipate change in the ownership during the proposed period of work (If such a change is anticipated, the scope and effect thereof shall be defined).
- (c) Has adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments (The Bidders should submit at least 3 copies of their profit and loss account and balance sheet for the preceding 3 years, including turn over).
- (d) Has adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the assignments under this specification) of the Bidder or his Principal. If the present commitments are such that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then the details of alternative arrangements to be organised by the Bidder for this purpose and which shall meet the owner's approval shall also be furnished.
- (e) Has established quality assurance systems and organisation designed to achieve high levels of equipment reliability during his manufacturing activities.

## 3. Amendment in Specifications

MPPGCL may revise or amend the specification and drawings prior to the date notified for opening of tenders. Such revision/amendment, if any, will be communicated to all tenderers as amendment/Addendum to the specification.

## 4. Requirement to read the Tender Specification by Bidder

The Tenderers are requested to go through all the contents of **Tender specification** before preparing their tender/bids for submission.

## 5. Bids received through Messengers.

When tenders are delivered by Special Messenger, they shall be deposited in the Tender Box, kept in the office of Executive Director/Chief Engineer (Stores & Purchase Generation) Shed No. 15, Rampur Jabalpur (M.P.)482 008, on all working days between 10.30 hrs. to 15.00 hrs. only. No body is authorized to receive or grant receipt for tender delivered by hand.

## 6. Telex-Telegraphic-Fax Bids

Telex/Telegraphic/Fax offers will not be considered under any circumstances.

## 7. Delayed-Late Bids

- (A) The Tenderer shall have to ensure that documents are available with him in time and similarly Tender is submitted as per Schedule. M.P. Power Generating Company Ltd. shall not assume any responsibility for any unforeseen postal delays either for the late receipt of documents by tenderer or late receipt of bids by M.P. Power Generating Company Ltd. No. extension in time shall be granted on such grounds.
- (B) The tender documents received after due date and time of submission will not be accepted on any pretext whatsoever, even though, the process of opening and reading of offers is not completed.

## **8. Alternative Bids**

Bid should be submitted as per intent of tender documents, as alternative offers are liable to be rejected. MPPGCL reserve the right to reject all such alternatives not indicated in tender specifications and may not discuss merits/demerits of such bids.

## **9. Mistakes in Bids**

Rates should be quoted in figures and words. Any variation in rates will not be allowed on any ground, such as mistakes, overwriting, misunderstanding, etc. In case of divergence between rates in figures and words, it will be considered to read the rates most favourable to MPPGCL. Such offers can also be rejected.

## **10. Lumpsum Based Bids**

In case prices for some items or all items are given as a lumpsum instead of unit prices as required in the tender specifications, MPPGCL can summarily reject such incomplete tender.

## **11. Printed terms & Conditions in Bids**

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever.

## **12. Alternations - Corrections in Bids**

No alterations in the tender document will be permitted.

If corrections be needed while filling the tender, the same shall be made by the tenderer with his dated signature.

## **13. Incomplete Bids**

Tender which is incomplete, obscure or irregular is liable for rejection.

## **14. Acceptance of Part/Whole Bids-Rights thereof**

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

## **15. Ambiguities in Conditions of Bids**

In case of ambiguous or self contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the MPPGCL may be taken, without any reference to the tenderer.

## **16. Disqualifications of Bids**

A Bid which gets opened before the due date as a result of improper or no indication having been given on the cover, to indicate that it is a tender, will be disqualified. Tenderer will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.

## **17. (A) Earnest Money-Essential**

No tenders shall be accepted without deposit of Earnest Money (EMD) in the proper form, unless otherwise exempted.

### **(B) Return of Earnest Money to unsuccessful Bidders**

EMD shall be returned to the unsuccessful tenderers, as soon as possible, after the tender has been decided. No interest shall be paid on EMD amounts.

### **(C) Return of Earnest Money to Successful Bidders**

EMD of bidders on whom the order have been placed, shall be returned on acceptance of Security deposit as per Clause 15 Page 10. No interest shall be paid on EMD amount.

## **18. Language of Bids**

All tender should be made in English or Hindi only.

## **19. Sales Tax clearance certificate**

A tender may not be considered unless accompanied by Sales Tax clearance in the form prescribed for the purpose by the Govt. Departments.

## **20. Filling of Questionnaire is essential**

Schedule 'A', 'B' & 'C' & Questionnaire are enclosed for technical/commercial details. It is obligatory on the part of the tenderer to furnish all details as per the schedules and Questionnaire in original sheet. In case, these are not filled up and enclosed with the offer, then Bid may be rejected. Please also return complete tender specification in original duly signed & stamped on each page by Firm's authorised signatory.

## **21. Performance / Experience Records of Bidder**

The bidder should invariably submit his record of performance / Experience as per Schedule 'A'. This should be kept in the Envelope-Part II "Commercial/Technical Bid", failing which, Bid may be rejected.

## **22. Submission of Bids**

- i) The tender shall be submitted in three (3) parts. The Part-I shall contain details of "Earnest Money Deposit/Documents which entitles for exemption from EMD." The part-II shall contain the "Commercial Bid and Technical Bid". Any deviation either in respect of commercial or technical specification shall be clearly brought out in the Schedules B & C enclosed. The Part-III shall contain the "Price Bid".
- ii) It shall be duty of the tenderer to ensure that he categorically mentions that the terms & conditions laid in the specification are acceptable to him even if he has no comments against any of the particular terms & conditions stipulated by the MPPGCL, failing to which it shall be presumed that terms & conditions are acceptable to him as specified.
- iii) The tenderer shall also ensure that prices/rates are given strictly in accordance with the proforma and the information as sought for, is furnished as per terms & conditions of the specification.
- iv) All pages of the Tender papers, Drawings, etc. shall be initialled at the lower right hand corner with ink only and signed wherever required by the Tenderer or any persons holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the tender.
- v) The Tender shall contain the name, residence and place of business of person or persons submitting the Tender. All signatures shall be dated.
- vi) In the event of the Tender being submitted by a firm, it must be signed by such partner thereof and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.
- vii) Tender submitted on behalf of companies registered under the Indian Companies Act for the time being in force, shall be signed by person duly authorized to submit the Tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of articles of associations special or general Power of Attorney, etc. to show clearly the title, authority and designation of persons signing the Tender on behalf of the Company.
- viii) All the three parts shall be submitted in three separate sealed envelopes with each envelope properly superscribed as Part-I "Earnest Money Deposit", Part-II "Commercial Bid and Technical Bid" and Part-III "Price Bid".

Each envelope shall also be superscribed with the name of work for which the tender is submitted, the name of the said tenderer and the date of opening as advertised. The tender i.e. the three parts shall be submitted each in duplicate. The three envelopes duly sealed are to be kept again in one envelope and sealed. This envelope, should be properly superscribed

stating that this envelop contains three separate envelopes for "Part-I Earnest Money Deposit", "Part-II Commercial and Technical bid" and "Part-III Price bid". In addition tender specification No., Name of Supply, Details of Earnest Money Deposit and Due date of opening should also be again superscribed on this common envelope. In case of any irregularities found upon opening of the main envelope, the offer is liable to be rejected. The complete bid as above, shall be submitted by the tenderer latest by the closing time and date as notified by Executive Director/Chief Engineer (Stores & Purchase Generation) Shed No. 15, M.P. Power Generating Company Ltd., Jabalpur (M.P.) PIN-482 008.

### **23. Date and Time of Opening of Bids-Changes**

Tender shall be opened on the due date and time as notified, in the presence of the tenderers or their authorised Representative who may be present. If the due date of opening/submission of tender documents 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. 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.

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

### **24. Opening of EMD and Commercial & Technical Bid**

The first envelope containing Earnest Money Deposit shall be opened on the due date and time. The requirement of the EMD shall be verified. Thereafter the second part i.e. the Commercial & Technical bid shall be opened on the same date only, in case EMD is found to be in order.

### **25. Process of Evaluation of Commercial/Technical Bid and Opening of Price Bid**

After opening the first two parts, the deviations, if any, proposed by the tenderer in regard to the Commercial and Technical Bid as per the prescribed sheets given in the tender documents, at a later date shall be discussed and shall be notified and clarification shall be submitted by the tenderer within the time stipulated. As a result of discussions and clarification obtained in writing on technical and commercial matters, the tenderers 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 superscribing "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. However, the tenderer shall not be allowed to change their original price bid. In case clarifications are not submitted by the tenderers within the time specified by the MPPGCL, the MPPGCL reserves the right to refuse to open the price-bid. Further, in case, it is also found that inspite of clarification on technical and commercial matters, the offer does not come to a desired specified level, the MPPGCL may not open the price bid at its discretion. The tenderers shall, therefore, have to ensure that their tenders are in conformity with the specification. 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 he does not want to revise his original bid. In his own interest therefore, it is necessary for the bidder to submit a "letter of effect of price on original quoted prices" in the sealed cover, stating that inspite of clarifications he does not want to revise his original bid. This will avoid all confusions. Otherwise, failing to do so, MPPGCL presumption as stated above shall stand as binding. The date of opening of "Part-III Price Bid" shall be notified to the bidders whose bids are found to be commercially and technically acceptable. Decision of the MPPGCL in this respect shall be final.

### **26. Canvassing of Bids**

Tenders shall be deemed to be under consideration after opening of tender/bid and until such time official announcement of order is made. During this period the Tenderers 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 Companies personnel or Representative on matters relating to tender under study. The Company, if necessary, will obtain clarification about technical or commercial terms by requesting for such information from any or all of the tenderers in writing.

## **27. Authorization / Local Representative**

Only authorized representative, possessing necessary authority letter from the Tenderer shall be allowed to participate in the tender opening.

## **28. Acceptance of Tender**

The acceptance of tender and award of contract to one or more than one contractor, if considered necessary, rests with the Company, it self. It shall not be obligatory on the part of the MPPGCL to accept the lowest tender. The MPPGCL would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received without assigning any reasons and no explanation can be demanded by any tenderer in respect thereof.

## **29. Change of Quantity**

The purchaser reserves the right to vary the quantities of any or all items as specified in the technical specification/schedules as may be necessary, based on Purchaser's judgment.

## **30. Destinations - Where materials are required**

The materials as per the specifications, are required for various Thermal Power Stations of M.P. Power Generating Company Ltd.. Brief description of the power stations is given below :

### **a) Satpura Thermal Power Station**

This power station has an installed capacity of 1142.5 MW having nine generating units i.e.  $5 \times 62.5 \text{ MW} + 1 \times 200 \text{ MW} + 3 \times 210 \text{ MW} = 1142.5 \text{ MW}$ .

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 65 Kms. from Betul (M.P.).

### **b) Amarkantak Thermal Power Station**

This power station has an installed capacity of 300 MW, having four generating units i.e.  $2 \times 30 \text{ MW} + 2 \times 120 \text{ MW} = 300 \text{ MW}$ . It is located at Village Chachai, Pin-484 220, Distt. Shahdol (M.P.). Chachai is about 5 Kms away from Amlai Railway Station which lies on Katni-Bilaspur Section of South Eastern Central Railway. By road it is about 40 Kms. from Shahdol (M.P.)

### **c) Sanjay Gandhi Thermal Power Station, Birsinghpur**

It has an installed capacity of 840 MW i.e.  $4 \times 210 \text{ MW}$  units. It is located at Birsinghpur, Pin- 484 551 about 12 Kms. from Birsinghpur Railway Station, which is situated on Katni-Bilaspur Section of South Eastern Central Railway. By Road it is about 40 Kms. from Shahdol (M.P.)

## **31. Validity of Bids**

The offers shall be valid for 6 months. Validity of the offer shall be counted from the actual date of opening of the Part-I and Part-II, that is EMD & Commercial/Technical Bid.

## **32. Pool Rate**

The bidders, specifically the SSI units of state, 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 the MPPGCL. It may also please be noted that the competitive rate quoted by each tenderer may be one of the main criteria for quantity to be ordered on each successful bidders.

# GENERAL TERMS AND CONDITIONS

## 1. Submission of Tenders

Sealed tenders in duplicate (in the manner specified in instructions to the bidders) for supply of material for various Thermal Power Stations of M.P. Power Generating Company Ltd. as per the technical schedule enclosed and in accordance with various terms and conditions of tendering from actual manufacturers and/or their authorized stockists must reach this office within the specified time and date. Tenders received late or delayed on any account will not be considered.

## 2. Earnest Money

- (i) The tenderer shall deposit the Earnest money amount vis-a-vis the value of the material offered as shown under :

	<b>Value of Material</b>	<b>Earnest Money</b>
(1)	Upto Rs. 10,000/-	Rs. 100/-
(2)	Above Rs. 10,000/- upto Rs. 2.5 lacs	1%
(3)	Above Rs. 2.5 lacs upto Rs. 3 lacs	Rs. 2,500/-
(4)	Above Rs. 3 lacs upto Rs. 7 lacs	Rs. 5,000/-
(5)	Above Rs. 7 lacs upto Rs. 15 lacs	Rs. 7,000/-
(6)	Above Rs. 15 Lacs upto Rs. 25 Lacs	Rs. 10,000/-
(7)	Above Rs. 25 lacs upto Rs. 35 Lacs	Rs. 15,000/-
(8)	Above Rs. 35 lacs upto Rs. 50 lacs	Rs. 20,000/-
(9)	Above Rs. 50 lacs upto Rs. 75 lacs	Rs. 30,000/-
(10)	Above Rs. 75 lacs upto Rs. 100 lacs	Rs. 40,000/-
(11)	Above Rs. 100 lacs	Rs. 50,000/-

- (ii) The tenderers are permitted to quote for any of the items covered in tender but for full quantity only and pay earnest money only to the extent of the participation on basis of slabs specified above. If the earnest money amount is found to be less than required for corresponding value of the materials offered, then offer shall be rejected.

- (iii) The Earnest money can be deposited in one of the following forms only :

- a) In cash, to be deposited with the Sr. A.O. (COG & HS) MPPGCL, Jabalpur.  
b) By Bank Draft, drawn in favour of Sr. A.O. (COG & HS) MPPGCL, Jabalpur.

Offer will not be accepted without Earnest Money Deposit unless exempted by the MPPGCL. If on opening of tender, it is revealed that EMD amount is inadequate/any other discrepancy is noticed, then tender shall not be opened and shall be returned to the tenderer, without assigning the reason whatsoever may be.

### **The following are exempted from payment of Earnest Money Deposit.**

- a) S.S.I. units of Madhya Pradesh/Ancillary units of M.P. P.G.C.L. Permanently registered with DIC. The registration should be permanent and should be specifically for the items quoted in the tender and valid on the date of opening of tender.
- b) Small Scale Units permanently registered with NSIC. Their registration certificate should be valid for the item quoted against the tender, on due date of opening of Commercial & Technical Bid, entitled for exemption from EMD. (The renewal/amendment of certificate should not be more than 3 years old from the due date of opening of tender).
- c) Fully owned State Govt. /Central Govt. manufacturing units (will qualify for this exemption only if 100% shares are held by the concerned State Govt./Central Govt. for which documentary evidence must be available).
- d) Tenderers having permanent Earnest Money Deposit with M.P. Power Generating Company Ltd. are exempted for submission of EMD amount. Permanent EMD of other wings shall not be valid for Generation Wing. "Please note that for permanent Earnest Money an amount of Rs. 1 Lakh is to be deposited in the form of D.D. drawn on any scheduled Bank infavour of Sr. A.O. (COG & HS) MPPGCL, Jabalpur payable at Jabalpur, in any office of MPPGCL".

The tenderer who comes under above categories, should furnish documentary evidence with the offer, (In the EMD Envelope ie part-1) failing which his offer shall be rejected and returned.

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

### **3. Price break-up & Statutory Levies**

It is obligatory that FOR destination prices are quoted clearly giving break-up of prices in the following manner indicating each elements in the Price schedule 'D' enclosed with the documents.

- |   |                      |
|---|----------------------|
| a) Unit Ex-works/Ex-godown rate                                   | f) Octroi            |
| b) Excise duty applicable on Ex-works price as on the date of bid | g) Any other levy    |
| c) Sales Tax (i) C.S.T. (ii) L.S.T. (iii) other tax               | h) Freight Charges   |
| d) Packing Charges  | i) Any other Charges |
| e) Forwarding Charges   |                      |

In case exempted from Excise duty/Sales tax, documentary evidence shall be furnished with the offer.

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 silent charges, even if statutory charges, shall not be payable in the event of any order.

Sales tax shall be paid on elements of Ex-Factory price + Excise duty only, Freight charges will not form part of price for the purpose of Excise duty. If legally applicable, same shall be clarified in the bid.

Sales Tax and Excise duty shall not be paid on freight in any case.

### **4. Prices -**

The tenderer should quote only FIRM prices.

### **5. Taxes & Duties**

Generally the quoted price shall be inclusive of all duties and levies, except for Excise duty and sales Tax on finished material. The tenderer should also indicate whether MODVAT scheme, introduced by Central Govt. is applicable to the quoted material and the amount to be passed on to MPPGCL. The payment of Excise duty shall be made only on presentation of documentary evidence in original alongwith the invoice/Bills submitted. Excise duty and Sales Tax rates should be quoted on finished material basis.

Documentary evidence regarding applicability of Excise Duty at the time of offer must be furnished with offer.

M.P. Power Generating Company Ltd. is a Registered Dealer under Sales Tax Act 1956. Its Taxpayer Identification No. (TIN) is 23635808561. Declaration form shall be furnished after receipt of material at site by the concerned consignee. Any other applicable declaration form for concessional rate of Sales Tax, as may be in force, shall be given after the legal position is verified at our end.

The payment of statutory levies such as excise duty/Sales tax against the contract shall be made on the basis of rates prevailing during the contractual delivery period only and on ordered quantity only.

In case supplies against the contract are effected late i.e. beyond the contractual delivery period and the rate of Excise duty/Sales tax undergoes upward revision, payment will be continued to be made on the rates prevailing during the contractual delivery period. However, in case the rates of statutory levies undergo downward revision, then the delayed supplies beyond contractual delivery period, will attract reduced rates of statutory levies.

Tenderers/Dealers outside the State of M.P. should also quote the prevailing rate of Sales Tax in the state of origin, so that the concessional rate of CST payable against 'C' form may be limited to the Sales Tax applicable for state of origin from where the materials move, in case, these are lower than the concessional rate of C.S.T.

## **6. Packing & Forwarding**

The Supplier shall be responsible for the stores being sufficiently and properly packed at his expenses for transport by Rail, Road or Sea, so as to ensure them being free from loss or injury, due to handling and transport to the destination.

Each package shall be prominently and distinctly marked on at least two faces, indicating the full address of the consignee, destination station, name of equipment, purchaser's order number, weight and volume of the package, etc.

Each package shall contain, in a water proof cover, a detailed description indicating the order reference and date and list of the contents. Each item contained in the package or box shall be described sufficiently to enable easy identification. The quantity, weights, etc. shall also be given.

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

## **7. Mode of Despatch**

The material is to be despatch by Road on Door Delivery basis only.

## **8. Transit Risk**

- (a) Responsibility regarding covering of risk, during transit of material, shall entirely be, on the supplier. Note that no charges whatsoever towards transit insurance shall be paid or reimbursed by MPPGCL. Ensure that no element towards transit insurance is included in quoted prices or given separately.
- (b) Transit damages / shortages / losses shall be reported by the consignees within 30 days from the receipt of the consignments. Such damages / shortages / losses shall be repaired/ replaced by the suppliers, free of cost within one month from the date of intimation by the consignee without waiting for the settlement from carrier or insurance company etc. If the supplier fails to do so, the consignee(s) shall be free to get, the repair work done from other sources and they shall be free to recover the cost of such material/expenses of repairs either from the supplier / balance bills or from the security deposit, as deemed fit.
- (c) The responsibility shall rest with the supplier to immediately make good the shortages / losses / damages, without any extra cost.
- (d) **Replacement of goods lost / broken or damaged including loss due to fire**

Notwithstanding anything, herein contained, the supplier, shall undertake responsibility for the safe arrival of the material, in good condition and without any loss or damage at the final destination and until the same is actually delivered to / received by, the MPPGCL at its stores or other places of final destination.

- (e) It is the responsibility of the supplier to supply the material in brand new condition and intact packing safely to site stores.

In case any damage/shortage noticed at our stores, it shall be the responsibility of the supplier to replace the material free of cost without any delay.

## **9. Delivery**

- (i) The delivery offered should be guaranteed and clearly indicated. The delivery period shall be counted from the date on which acceptance of the offer is received by the successful tenderer. Ex-Stock availability of materials / items, if any, should also be indicated, separately. Early deliveries may be given preference.
- (ii) The material should be delivered to the consignees within 21 days from the date of issue of despatch instructions/clearances. Any delay in delivery beyond this period shall attract penalty.

(iii) Deferment of Deliveries

MPPGCL reserves the right to defer or reschedule the delivery.

## 10. Force Majeure

Force Majeure is herein defined as:

- 1) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.
- 2) Natural phenomena, including but not limited to weather conditions, floods, draughts, earthquakes and epidemics.
- 3) 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.
- 4) Accidents and disruptions including but not limited to fires, explosions, breakdown of essential machinery or equipments.
- 5) Strikes and lockouts continuing for more than three (3) weeks.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

**Note :** For extension due to force majeure conditions, the supplier shall submit his representation with full documentary evidence for scrutiny by the purchaser, which may be considered on merit basis.

## 11. Terms of Payment

Full payment inclusive of taxes/duties and other charges corresponding to each consignment, shall be made on direct basis and not through Bank against Material Receipt Certificate (MRC) ordinarily within 45 days or on turn as per queue whichever is later after receipt of material at our site stores in good condition. The MPPGCL shall not be liable for any interest.

## 12. Penalty

- a) The time for and the date of delivery of the stores stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order, the MPPGCL may at its option shall recover from the supplier/contractor an unconditional penalty of 1/2% of the price of any stores not delivered per week or part thereof subject to maximum of 10%.

Excepting fake inspection calls, the date of receipt of offer of material for inspection in the office of CE/ED (S & P : Gen) MPPGCL shall be considered as the date of delivery, subject to the condition that the inspection call has been made 15 days in advance of terminal date of scheduled delivery and material is delivered within 21 days of despatch clearance. For early inspections, offer may be sent telegraphically or by fax. MPPGCL will not be responsible for delays for ordinary/registered post for inspection offers. Please note, in case, the material is not delivered within 21 days from the date of issue of despatch instructions, even though the delivery period exists, then penalty shall be applicable on delay of despatch.

## 13. Fake inspection call

In case after giving the inspection call, any firm does not offer the material to the inspecting officer, for inspection/testing, then a sum of Rs. 5000.00 shall become leviable from such Firm. Such fake inspection calls shall not be considered for the purpose of calculation of penalty.

## 14. Guarantee

- a) The machinery, apparatus or materials shall be of highest standards and shall be guaranteed for satisfactory performance for a period of one year from the date of installation or 18 months from the date of receipt at site of the last consignment whichever

is earlier, or as required in the technical schedule. The purchaser at its option may ask for a larger guarantee period for long life spares / capital items upto 30 months from the date of receipt of goods at site.

- b) In the event, any defects due to faulty materials or bad workmanship, are discovered during Guarantee Period, then same shall be replaced/rectified, free of all charges, in a reasonable time.
- c) The said material if required to be replaced, shall be collected by the supplier/firm from Site stores at their own cost and at their own responsibility. Such rejected material will like-wise be returned duly repaired/replaced and tested subsequently by the supplier to the destination store on "Freight paid basis" at their cost, in a reasonable time.
- d) The amount deposited under Security Deposit clause shall also cover the performance guarantee of the material.
- e) In the event of the supplier's inability to adhere to the aforesaid provisions, suitable penal action will be taken against them which may interalia include black-listing of the firm for future business with the MPPGCL, for a certain period.

## **15. Security Deposit**

On receipt of the order the successful tenderer have to deposit latest within two weeks, an amount of 10% (Ten Percent) of the total value of order as Security in any of the following forms for Satisfactory execution of the order and to cover the performance guarantee period.

- a) Cash to be deposited with Senior Accounts Officer (COG & HS) MPPGCL, Jabalpur, or Demand Draft in favour of Sr. AO (COG & HS), M.P. Power Generating Company Ltd., Jabalpur, drawn on any Nationalised/Scheduled Bank.
- b) Bank Guarantee in lieu of Cash deposit of any Nationalised Bank / Scheduled Bank, strictly as per MPPGCL proforma (to be supplied alongwith the order) valid sufficiently to cover the performance Guarantee period and Grace period of Six months.
- c) All the outside state units and in case of SSI units of M.P. having annual business with the MPPGCL above Rs. 50 lacs shall be required to pay Security Deposit 10% (Ten Percent) of the value of individual order in the form of Cash / D.D. / B.G.
- d) In case of SSI units of M.P. registered with Department of Industry, Govt. of M.P. whose annual business is, upto 50 lacs., they 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.

The Security Deposit shall be returned to the successful tenderer only after faithful performance of the bidder in respect to terms and conditions of order and on expiry of Guarantee period and if there are no claims to be recovered against the tenderer / supplier after ascertaining 'No Liability Certificate' from the consignees, Accounts Departments and user Departments of MPPGCL.

## **16. Completeness of Equipment**

The equipment shall be complete in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the Purchaser's specification or the Tenderer's offer. The Supplier shall not be eligible for any extra price in respect of such minor fittings and accessories which can be considered as an essential part of the basic, equipment even though not specifically mentioned in the specification or in the offer.

## **17. Extension order**

MPPGCL reserves right to place an extension order for any additional quantity on the same rates, terms and conditions within six months from the date of order.

## **18. Design and Interchangeability**

All similar material and removable parts of similar equipment shall be uniform and interchangeable with each other.

## **19. Basic Information to be Furnished by Bidder**

The tender shall be submitted with the following information :

- (a) Details of place of manufacture, manufacturing equipments and short history of plant.
- (b) Manufacturing process in respect of the offered item / items be given with reasonable details.
- (c) Any deviation in specification or the alternative brand offered, should be supported with relevant technical data and relevant applicable codes.

## **20. Testing Facilities & Tests to be Conducted**

The tenderer must give their production capacity, all about test lab and on line/off line testing facilities available with them in details for the tendered materials. The tenderer should also give the details of Tests proposed to be conducted in the event of order with details of specifications/codes.

## **21. Material Test Certificate**

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

## **22. Type Test Certificate**

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

## **23. Inspection and Test Certificate**

- i) All machines, apparatus or materials ordered will be subject to inspection and approval by the Purchaser's representative before despatch. Inspection before despatch will not, however, relieve the supplier of his responsibility to supply material strictly in accordance with the specifications.
- ii) All machinery, apparatus and materials shall conform to provisions of any statutory acts such as the Indian Electricity Act, Indian Factory Act, the Indian Boiler Act etc. and corresponding rules and regulations, as may be applicable.
- iii) The Purchaser's Representatives shall be entitled at all reasonable time during manufacture to inspect, examine and test at the supplier's premises the materials and workmanship of the material to be supplied under the contract. The purchaser, at his option, can carry out Stage Inspection in full details during the manufacture of equipment under order.
- iv) As soon as the materials are ready for inspection/testing, the supplier shall intimate the Purchaser, well in advance so that arrangement can be made for inspection of materials. The materials shall not be despatched unless the material is inspected by the purchaser's authorised Representative or waiver of inspection is given by the purchaser. While notifying the readiness of equipment, all relevant Test certificates for the tests to be conducted shall invariably be sent to the office of CE (S & P-Gen) MPPGCL, Jabalpur, for approval. The material shall not be despatched unless the Test Certificates are approved and despatch instruction is given.
- v) Supplier will arrange tests at site, wherever necessary.

## **24. Recoveries for Liabilities Against Other Contracts**

Any amount recoverable from the successful tenderers against earlier contracts with the MPPGCL will be adjusted from payment due against the contract that may be awarded under this specification.

## 25. Royalties and Patents

All royalties for patents or any charges for usage or infringement thereof, that may be involved in the supply shall be included in the offered price. The supplier shall protect the Purchaser against any claim thereof. Supplier is fully responsible for such contractual dealings and the Purchaser shall not be called upon to bear any such charges.

## 26. Past Experience

Past experience is very essential. The Supplier shall have minimum three years successful experience in manufacture and supply of materials offered by him. If the tenderer does not possess this experience, then his tender may not be considered. The list of supplies alongwith order copies, made during the last three years, for the materials offered by him shall be attached with the tender as per enclosed Schedule 'A' failing which the tender is likely to be rejected. The tenderer is also required to indicate his monthly production capacity for items offered. Performance reports in respect of supplies made by the tenderer, from Purchaser should invariably be enclosed with the offer.

## 27. Deviations from Terms/ Conditions

Should the tenderer desire to depart from the conditions laid down and/or Technical specifications in any respect, he shall draw attention to such deviations as per annexures 'B' and 'C' stating fully the reasons thereof. Unless this is done, the conditions laid down and specified specifications will hold good.

## 28. Compliance of Regulation

The supplier shall, guarantee that all Goods covered under procurement, shall have been produced, sold, despatched, delivered and tested in strict compliance with all applicable Rules and Regulations including industries. (Development and Regulations) Act 1951 and any amendment thereunder, labour agreements, working conditions and technical codes and requirements as applicable from time to time.

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

## 29. Cancellation of Order

29.1 MPPGCL may upon written notice of default, terminate contract in the circumstances detailed hereunder :-

- a) If in the opinion of the MPPGCL the supplier fails to deliver the material within time specified or during the period for which extension has been granted by the MPPGCL.
- b) If in the opinion of the MPPGCL, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.

29.2 In the event of such termination, MPPGCL shall exercise its discretionary power as :-

- a) To recover from the supplier penalty as mentioned in the Clause No. 12 above.

OR

- b) To Purchase from elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores/materials not so delivered or Others of similar description in respect of consignment not yet delivered.

OR

- c) To cancel the contract reserving MPPGCL right to recover damages.

**29.2.1.- In pursuance to clause No. 29.1 & 29.2 above, MPPGCL shall exercise its discretionary power to Black list/Debar the supplier/contractor for further business with MPPGCL for a declared period on breach of the contract.**

29.3 Notwithstanding that the power under Clause (29.2 a, b & c) referred to above, are in addition to the rights and remedy available to the MPPGCL under the general law of India relating to Contracts.

29.4 In the event of risk purchase of stores of similar description, the opinion of the MPPGCL shall be final. In the event of action taken under clause 29.2 (a) or (b) above, the supplier shall be liable to pay for any loss, which the MPPGCL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.

29.5 The decision of the MPPGCL shall be final regarding the acceptability of the stores supplied by supplier and the MPPGCL shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/material.

29.6 In the event, MPPGCL does not terminate the order as provided in clause 29.1 & 29.2 above, the supplier shall continue execution of the order. In such case the supplier shall be liable to the MPPGCL for penalty for the delay as per clause 12 until supplies are accepted.

### **30. Arbitration**

If, at any time question, dispute or difference, whatsoever, shall arise between the Purchaser and the supplier upon, or in relation to, or in connection with the contract, either party may forthwith give to the other notice-in writing of the existence of such question, dispute or difference, and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the Purchaser and the other to be nominated by the Contractor, or in the case of said arbitrators not agreeing, then to the adjudication of the Umpire to be appointed by the arbitrators, whose decision shall be final and binding on the parties and the provisions of the Indian Arbitration and Reconciliation Act, 1996 and of the rules thereunder and any statutory modification thereof shall be deemed to apply. The arbitrators or the Umpire, as the case may be, are bound to give a details speaking award assigning reasons for the findings.

Supplies under the contract shall be continued by the Contractor during the arbitration proceedings, unless, otherwise, directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be, is issued.

### **31. Jurisdiction**

Any dispute or difference, arising under, out of, or in connection with this tender/contract, shall be subject to exclusive jurisdiction of competent court at Jabalpur only.

### **32. Variation in the Ordered Quantity**

If the order is placed for the material in weight basis like Kg., MT. etc. and on measurement basis like litre, Kilo-Litre, tolerance in the ordered quantity will be allowed to the extent of  $\pm 2\%$  (plus minus two percent) and not for each consignment. MRCs shall be issued for actual receipt of quantity only.

### **33. Validity**

The tenders should be valid positively for acceptance upto six months from the date of opening of the First & Second part, (i.e. EMD, Commercial & Technical bid), otherwise they are liable to be rejected. If necessary, the validity of the offer will have to be extended for a further period as may be required by MPPGCL through revalidation. No change in the price or any other term shall be allowed during the initial validity period.

In case, the tenderer withdraws his offer during the, validity period, the EMD amount shall be forfeited.

### **34. Import of Materials**

Where the imports are unavoidable, all items shall be imported by the supplier in scheduled time against his own license without effecting contractual delivery schedule.

**SCHEDULE - A**

**TO BE KEPT IN THE ENVELOPE - "PART II - COMMERCIAL/TECHNICAL BID")**

Bidder's Name & Address

To,  
The Executive Director/Chief Engineer (Stores & Purchase-Gen.)  
M.P. Power Generating Company Ltd.  
Rampur, Jabalpur - 482 008

Dear Sir,

**Sub. : Performance / Experience.**

We furnish herewith the record of our performance as follows :-

S. No.	Particulars of material supplied	Purchaser's Name & Address, Phone/Fax No.	Order No. & Date	Quantity of material	Value of order
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Date :

Place :

Signature of Tenderer :

Name / Status :

Company Seal :

**Note :** Photocopy of the orders/performance reports received from the other State Electricity Boards/ Govt. Undertakings/NTPC etc. should be enclosed.

## SCHEDULE - B

**(TO BE KEPT IN THE ENVELOPE - "PART II - COMMERCIAL/TECHNICAL BID")**

Bidder's Name & Address

To,

The Executive Director/Chief Engineer (Stores & Purchase-Gen.)

M.P. Power Generating Company Ltd.

Rampur, Jabalpur- 482 008

Dear Sir,

**Sub. : Commercial Deviations.**

The following are commercial deviations and variations from and exception to the specifications and documents for .....These deviations and variations are exhaustive. Except these deviations, the entire order shall be executed as per your specifications and documents. We agree that any condition, variation, deviation etc. If found elsewhere in the proposal, save those relating to any rebates offered shall not be given effect to.

S. No.	Condition	Clause No.	Page No.	Statement of deviations and variations
--------	-----------	------------	----------	--

Date :

Place :

Signature of Tenderer :

Name/Status :

Company Seal :

**Note :** Continuation Sheet of like size and format may be used as per Bidder's requirements and shall be annexed to this schedule.

**TO BE KEPT IN THE ENVELOPE - "PART II - COMMERCIAL/TECHNICAL BID")**

Bidder's Name & Address

To,  
 The Executive Director/Chief Engineer (Stores & Purchase-Gen.)  
 M.P. Power Generating Company Ltd.  
 Rampur, Jabalpur - 482 008

Dear Sir,

**Sub. : Technical Deviations.**

The following are technical deviations and variations from and exception to the specifications and documents for ..... These deviations and variations are exhaustive. Except these deviations, the entire order shall be executed as per your specifications and documents. We agree that any condition, variation, deviation etc. If found elsewhere in the proposal, save those relating to any rebates offered shall not be given effect to.

S. No.	Condition	Clause No.	Page No.	Statement of deviations and variations
--------	-----------	------------	----------	--

Date :

Signature of Tenderer :

Place :

Name / Status :

Company Seal :

**Note :** Continuation Sheet of like size and format may be used as per Bidder's requirements and shall be annexed to this schedule.

## QUESTIONNAIRE

(TO BE KEPT IN THE ENVELOPE - "PART II - COMMERCIAL / TECHNICAL BID")

### PART 'A' : GENERAL INFORMATION

- i) Strike off whichever is not applicable
  - ii) Separate sheets be used - wherever necessary
1. Name & Address of the bidder/Authorised signatory
  2. Name & Address of the Organisation/Company etc. :
  3. Tenderer is a : Manufacturer/ Stockist /  
Authorized selling agent/  
Authorized importer  
(Strike off whichever is not applicable)
  4. If manufacturer, give
    - a) Address of factory :
    - b) Year of starting manufacture :
    - c) Whether same/similar materials manufactured earlier (if yes, give references) :
    - d) Production capacity of tendered item(s) per year :
    - e) The capacity already booked for this year :
    - f) Whether agreeable for inspection of factory by Company Officers :
  5. If stockist/authorized selling agent/authorized importer give,
    - a) Name of Principal :
    - b) Reference of documentary evidence :
  6. a) Whether the bidder is registered with NTPC or any other Electricity Board/other power utilities for supply of same/similar items : Yes/No
    - b) If yes, Name of organisations with whom registered :
    - c) Whether documentary evidence regarding registration enclosed : Yes/No
    - d) Items of registration
    - e) Period of registration
  7. a) Whether the bidder has signed any annual rate contract with organisation like NTPC/Electricity Boards/Other Power Utilities : Yes/No
    - b) If yes, whether documentary evidence of the Rate contract referred to at "a" above is enclosed : Yes/No
  8. Whether the bidder is an ancillary unit of organisations like M/s Alstom Power, M/s BHEL or any manufacturer of main Plant for Power Station either in past or at present for spares for Trubines/Boilers/Auxiliaries/Coal Handling plant of Thermal Power Station : Yes/No
  9. Any other information that bidder may like to give in order to highlight his bid : If yes, give details

Date :

(Singature of Tenderer)  
(Name, Designation & Official Seal)

**PART : 'B' COMMERCIAL INFORMATION**

**(TO BE KEPT IN THE ENVELOPE - "PART II COMMERCIAL / TECHNICAL BID")**

- i) Strike off whichever is not applicable
- ii) Put (✓) mark wherever applicable
- iii) Write 'Yes' or 'No' wherever applicable
- iv) Separate sheets be used wherever necessary

**1. Earnest money details**

- i) From : Bank draft/Banker's cheque/  
cash with Sr. A.O. (COG & HS)  
MPPGCL, Jabalpur
- ii) Amount of E.M.D., and full details : Rs. .... Draft/Cheque No. ....
- iii) If exempted, state whether bidder is : S.S.I. units of Madhya Pradesh Small  
Scale unit registered with NSIC,  
Ancillary unit of MPPGCL,  
Fully owned State/Central Govt.  
manufacturing units  
Has permanent earnest money  
deposit with MPPGCL,
- iv) Reference of documentary evidence : Yes/No  
regarding exemption enclosed

2. Whether the offer is valid for 6 months from the date of opening of Commercial/Technical bid : Yes/No (If no, state validity period)

3. The quoted prices are : FIRM

4. Rates quoted are : For Destination with Break up upto  
Destination

5. Packing & forwarding charges are : Inclusive at the rate of .....  
Exclusive at the rate of .....

(Please note that -

No taxes & duties shall be payable on P & F charges. and P & F charges shall remain FIRM till complete execution of the order.)

- 6. A) Central Excise duty : a) Extra to be paid on Ex Works  
price by MPPGCL, separately  
b) Inclusive  
c) Not Applicable  
d) Exempted
- B) E.D. is payable on Ex-works price : Yes/No
- C) Rate of E.D. on the date of Bid : .....
- D) Who will pay for the upward revision of Excise duty at the time of contractual delivery : a) The same is to be borne by tenderer  
b) The same is to be borne by MPPGCL,
- E) How will the E.D. difference be regulated, in case, E.D. goes down at the time of contractual delivery, explain clearly :
- F) Whether upward revision in the present rate of E.D. beyond contractual delivery period shall be borne by you and in case of downward revision, if any, benefit shall be passed on to the MPPGCL. : Yes/No.

7. A) Concessional Sales Tax applicable :- : a) Concessional Central Sales Tax against form .....
- MPPGCL Registration No. {Taxpayer Identification No. (TIN) is 23635808561} : b) Concessional State Sales Tax against from .....
- B) Rate of Sales Tax on the date of bid : .....
- C) Whether Sales Tax as above is : a) Extra to be paid separately by MPPGCL,  
b) Not applicable
- D) Sales Tax is payable only on Ex-works price+E.D. : Yes/No.
- E) Who will pay for the upward revision of the Sales Tax at the time of Contractual delivery : a) The same is to be borne by tenderer  
b) The same is to be borne by M.P. Power Generating Company Ltd.
- F) How will the Sales Tax difference be regulated, in case, Sales Tax goes down at the time of contractual delivery - Explain clearly :
- G) Whether upward revision in the present rate of S.T. beyond contractual delivery period shall be borne by you and in case of downward revision, if any, benefit shall be passed on to MPPGCL. : Yes/No
8. (i) Any other Tax applicable; please specify :
- (ii) Whether you are agreeable that any other taxes if become applicable during execution of the order, then same shall be absorbed by you and note charged extra from MPPGCL. : Yes/No

**Note :-** for item No. 6, 7 & 8

A) The bidder has to be very clear :-

Whether the rate of excise duty, amount of excise duty, rate of sales tax and amount of sales tax is given in the price bid as applicable at the time of bid with clear stipulation that the same is to be paid by the manufacturer/supplier or MPPGCL.

B) At the time of bid, he has to enclose a photocopy of relevant abstract of notification duly highlighted for the Excise duty/Sales Tax as applicable on the date of the tender.

C) For the payment of excise duty/sales tax, in the event of order, the bidder will have to enclose a photocopy of the relevant abstract of notification duly highlighted for the Excise duty/sales tax as applicable at the time of contractual delivery.

D) Documentary evidence needs to be submitted with Bid in respect of any other tax, if applicable.

9. Mode of despatch

Despatch by road on Freight Prepaid and door delivery basis is only acceptable.

10. a) Freight Charges : Inclusive at the rate of .....
- : Exclusive at the rate of .....
- b) Note :
- (i) No taxes and duties shall be payable on freight charges
- (ii) Freight Charges shall remain FIRM till complete execution of the order. :

11. Indicate effect of MODVAT on the prices. Please confirm that effect of MODVAT has been taken care of while quoting the rate. Clarify in details.
12. Whether MPPGCL's terms of payment is acceptable to the tenderer (if no, state condition) : Yes/No
13. Delivery Period
- a) Drawing submission period (if required) :
  - b) Sample Submission period (if required) :
  - c) Commencement of supplies from the date of LOI/Order / Approval of Drawing/ Sample :
  - d) Supply Schedule per month :
  - e) Completion of supply :

**Note :-** In case of chemicals, the deliver will be as per phase delivery schedule issued by Senior Chemist (Coal Sampling)/Chief Chemist of various Thermal Power Stations.

14. Whether agreeable to MPPGCL's penalty clause, (if not, give details of penalty clause agreeable.) : Yes/No
15. Whether agreeable to the Guarantee Period as per Tender Specification. : Yes/No
16. Whether agreeable to furnish MPPGCL's standard security deposit @ 10% of value of order for satisfactory execution of the order and to cover guarantee period plus six months Grace Period for settlement of liabilities. : Yes/No
17. Indicate State Central Sales Tax registration Number (Please note that in case of non-registration with S.T.) Department, sales tax as admissible shall be deducted by the purchaser from the bills of the supplier) : State : .....  
Central : .....
18. Whether photocopy of the clearance certificate from the Sales Tax Deptts. and profit/loss account, Turn over 3 years upto the last financial year have been enclosed : Yes/No (if No. give reasons)
19. Whether you are agreeable to accept extension order on the same rates, terms & Conditions, if any extension order is placed within 6 months from the date of the placement of order : Yes/No
20. Please mention whether rates offered are applicable for Part quantities/Part items. : Yes/No
21. Name, address & telephone No. of your local Representative (if any)

Date :

Place :

(Signature of Tenderer)  
(Name, Designation & Official Seal)

**PART 'C' : TECHNICAL INFORMATION**

**(TO BE KEPT IN THE ENVELOPE - "PART II COMMERCIAL / TECHNICAL BID")**

- i) Strike off whichever is not applicable
- ii) Separate sheets be used wherever necessary
- 1. a) Whether material offered is exactly as per the technical specifications : Yes/No  
(Please clearly indicate the technical particulars of the item in your offer.)
- b) If no, give details of technical deviations :
- c) i) The list of items and quantity quoted must be given in a separate sheet
- ii) The unpriced replica of price schedule be given

**(Information may be given in deviation schedule 'C' given with documents for this purpose.)**

- 2. Whether the copies of orders received during last 3 years from other State Electricity Board/ NTPC & other organisations for similar materials enclosed. : Yes/No - Give details
- 3. Whether performance certificate from such organisations regarding supplies enclosed. : Yes/No - Give details
- 4. Whether pamphlets/technical details/literature alongwith drawings etc. furnished with the offer. : Yes/No - Give details
- 5. Whether the tenderer agrees to furnish material test certificate in respect of chemical composition & physical properties from Govt./Govt. approved laboratory with each batch of supplies. : Yes/No  
(In case of Govt. approved laboratory documentary evidence regarding their recognition to be furnished)
- 6. Whether the tenderer has furnished details of manufacturing equipments & short history of plant. : Yes/No
- 7. Whether details of tests to be conducted, furnished with offer. : Yes/No
- 8. Whether details of tests to be conducted, furnished alongwith references & copy of relevant I.S. : Yes/No  
(If No, give reasons)
- 9. a) Whether all testing facilities are available with manufacturer. If so, give details and in case of non availability of facilities, give details of facilities in an approved lab. available in surrounding area, where tests are proposed to be conducted. : yes/No - Give details
- b) Whether you agree for inspection by MPPGCL representative prior to despatch and bear the testing charges for all tests as per relevant approved standards. : Yes/No - Give full details of tests to be conducted and references of relevant standard specification.

(Signature of Tenderer)

Date :

Name :

Place :

Designation :

Office Seal :

**PRICE SCHEDULE - D-SHEET NO. 1  
TO BE KEPT IN THE ENVELOPE - "PART III - PRICE BID"**

To,

The Executive Director/Chief Engineer (Stores & Purchase-Generation)  
M.P. Power Generating Company Ltd.  
Jabalpur (M.P.)

Sir,

We quote as under :-

(1) Item No. ....

(2) Item .....

(3) Quantity offered .....

(4) For ..... Power Station

S. No.	Description	Rate (in figures)	Rate (in words)	Remarks
1	2	3	4	5
1.	Unit Rate Ex-works			
2.	Excise duty @			
3.	Sales Tax (a) C.S.T. @	:		
	(b) L.S.T. @	:		
(c)	Other tax @	:		
4.	Packing Charges	:		
5.	Forwarding Charges	:		
6.	Octroi	:		
7.	Any other levy	:		
8.	Freight Charge	:		
9.	Total F.O.R. Destination UNIT Rate	:		

(in figures)

(in words)

**Note :** Rates may also be given in percentage, wherever necessary.

Signature of Tender :

Date :

Name / Status :

Place :

Company Seal :

**(Please see notes for Schedule 'D' - Sheet No. 2)**

## PRICE SCHEDULE - D-SHEET NO. 2

### NOTES FOR PRICE SCHEDULE

1. Separate sheet may be used for every item / for every Power Station.
2. Price bid to be furnished in above format only, filling of all the columns is necessary, otherwise offer may be rejected.
3. Applicable rates in case of Excise Duty and Sales Tax may please be indicated clearly with photocopy of relevant notification duly highlighted.
4. In case of non-applicability of any duty or tax etc. documentary evidence to be furnished in support.
5. For Sl. No. 2, 3, 4, 5, 6, 7 8 & 9 above, it may be ensured that figures are given in terms of percentage and amount on the basis of rates as the case may be. For example, E.D. may be applicable say @ 16%, then amount may be given in column 3/4 and the percentage rate be necessarily given in column 2. This applies to Sales Tax, Packing, Forwarding, Octroi, Freight charges etc. Bidder shall be responsible for any lack of clarity leading to a different interpretation by MPPGCL.
6. It is likely that bidder may like to offer fixed rates in items in respect of packing/forwarding, freight charges and does not propose these charges on percentage basis, then in such cases, clear position may be brought out. Responsibility for any lack of clarity leading to confusion will rest with bidder.
7. Remarks, if any, may please be specified clearly.
8. No Commercial and or any other terms and conditions shall be indicated in price schedule.
9. Photocopy or Fax copy of price bid shall not be considered.

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