**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.gamil.com, E-Tendering Website: www.mptenders.gov.in.**

**TENDER No. 08-004/P&W/IMD-IV/STPS/PT-5142/T.ID-2026_MPPGC_498695_1/ 117 Date: 08.05.2026**

**:OPEN TENDER::**

"Through e-tendering process only"

**(1)** M.P. Power Generating Co Ltd. invites Electronic Tenders from reputed/established Manufactures/Authorized Dealers/ Authorized Distributor / Suppliers for the following items for STPS, MPPGCL, Sarni

| SL. No. | Tender No. | Tender Particulars | Tender cost | EMD in Rs. | Estt cost | Date and time for closing of online submission | Date & time of e- opening of tender |
|---|---|---|---|---|---|---|---|
| **01** | **T.ID-2026_MPPGC_498695_1** | **Procurement of Smart Positioner STPS, MPPGCL, Sarni.** | **1000/-** | **38500/-** | **1917500/-** | **Date 01.06.2026 Up to 15.00 Hrs** | **Date 03.06.2026 from 15:30 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 AND THEIR BIDS SHALL BE REJECTED ON ACCOUNT OF INCOMPLETE DOCUMENTS."**

**"(Please read with NIT clause 14(c) for details.)"**

**(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.

(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 & Technical Support bidders can visit www.mptenders.gov.in and help desk contact No. 0120-4001002, 0120-4001005 & 0120-6277787 and email: support-eproc@nic.in.

**(3) Purchase of Tender document: -**

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

**3.2 Exemption for MSEs, START UP and SSI of MP from payment of Tender Fees: -**

The bidders "Situated /Based " in the state of Madhya Pradesh and registered as ,

- "Micro & Small Enterprises (MSEs)"/ "START UP"
- "S.S.I units with D.I.C (District Industries Centre )"
- "Khadi & Village Industries Commission (KVIC)"/ "Khadi & Village Industries Board (KVIB)" / "Coir Board" / "Directorate of Handicrafts and Handloom".
- "Udyog Aadhar Memorandum (UAM)"or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)" for the tendered item(s) are exempted from paying the tender fees; however such firms shall have to upload the requisite documents on e-procurement website. .

**NOTE: (i) Apart from above, no other bidder is exempted from payment of Tender Fees.**

**(ii) The bidder registered in the state of Madhya Pradesh as Medium Enterprises are not allowed for exemption in Tender Fees. Hence should not opt Tender Fee Exemption on the basis of above documents.**

**(iii) The small scale units permanently registered with NSIC are not exempted from submission of tender fee.**

**3.3 Requirement to read tender document by bidder**

The bidders are requested to go through all the contents of tender documents, SBD, technical schedule etc thoroughly before submission of their Bids/offers.

**(4) Earnest Money Deposit**: -

**EMD is to be submitted by the bidder either through net banking/ RTGS/ NEFT or in the form of Bank Guarantee. The clause mentioned below may be referred for detailed procedure of submission of EMD. The tenderer or their authorized representatives may be present at the time of tender opening.**

4.1 In case of opting for BG, EMD is to be prepared in the form of BG from Nationalized/Scheduled Bank strictly as per the format enclosed as Annexure-II with validity of 9 months from the date of opening of tender and bidder is required to upload scanned self certified copy of BG on e-portal and submit original BG in physical form but only after opening of bid(s), within seven days thereafter. The envelope containing original BG should be properly super- scribed that this envelope contains original BG against respective tender with due date & time of tender opening as per NIT.

4.2 No offer will be accepted without valid Earnest Money Deposit unless exempted as detailed in point No. 1.10 of "Instructions to Bidders (ITB) in Standard Bid Document". The para 1.10 (IV) (a) of SBD is partially modified which will be read as following.

The bidders "Situated /Based "in the state of Madhya Pradesh and registered as,

- "Micro & Small Enterprises (MSEs)"/ "START UP"
- "S.S.I units with D.I.C (District Industries Centre)"
- "Khadi & Village Industries Commission (KVIC)"/ "Khadi & Village Industries Board (KVIB)" / "Coir Board" / "Directorate of Handicrafts and Handloom".
- "Udyog Aadhar Memorandum (UAM)" or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)" for the tendered item(s) are exempted from paying the Earnest Money; however, such firms shall have to upload the requisite documents on e-procurement websit.

4.3 The prospective bidders will upload scanned and self- certified copies of requisite documents for exemption of EMD on the website along with tender offer.

4.4 For this, the bidder has to opt for "exemption" option on the website and to upload scanned copy of Document for exemption of EMD.

**NOTE:**

**i) EARNEST MONEY DEPOSIT (EMD) MAY BE SUBMITTED ONLINE THROUGH E-PORTAL OR THROUGH BANK GUANRANTEE. IN CASE OF OPTING FOR BG, BIDDER IS REQUIRED TO UPLOAD SCANNED COPY OF BG ON E-PORTAL AND SUBMIT ORIGINAL BG IN PHYSICAL FORM BUT ONLY AFTER OPENING OF BID(S), WITHIN SEVEN DAYS THEREAFTER. THE BID OF SUCH BIDDERS SHALL BE CONSIDERED FOR EVALUATION ONLY AFTER RECEIPT OF ORIGINAL BG IN PHYSICAL FORM AND ITS VERIFICATION.**

**ii) FURTHER, NO CORRESPONCE WITH REGARD TO EMD SHALL BE DONE WITH THE BIDDERS THROUGH SHORTFALL OF WINDOW ON E-TENDERING WEBSITE.THE OFFERS RECEIVED WITHOUT EMD, SHALL BE SUMMARILY REJECTED.**

**iii) FOR SUBMISSION OF EMD, STRICTLY FOLLOW POINT NO. (1.10) OF "INSTRUCTIONS TO BIDDERS (ITB) IN STANDARD BID DOCUMENT".**

**iv) THE DOCUMENTS UPLOADED AGAINST EXEMPTION ALONGWITH THE INITIAL OFFER SHALL BE CONSIDERED FINAL.**

**(5) Credential and PQR: -**

The prospective bidders, who have adequate documents to fulfill criteria of credential and Pre-Qualification-Requirement (PQR) as detailed hereunder for instant tender, will upload scanned self-certified copies of requisite documents as required in e-tendering process.

**The credential documents and Pre-Qualification Requirement for the instant tender is as under: -**

(a) Bidder should be a Manufacturer / Authorized Distributor / Authorized Dealer / Supplier. GST registration is to be uploaded.
In case of Authorized Distributor / Authorized Dealer, documentary evidence for status of Authorized Distributor / Authorized Dealer shall be uploaded by the bidder.

(b) Copies of successfully executed orders (including part executed) by the bidder / his principal for supply of same or similar (**i.e. Smart Positioners / Smart Controllers / Pneumatic Positioners / Pneumatic Control Valves / Position Feed Back Transmitter etc**) items in State Owned Power Generating Companies / Other Captive Power Utilities of PSU / NTPC / Govt. Industries or Departments / Semi Govt. Industries or Departments / Other Leading Industries / IPPs / PSUs in India placed in last 7 years ending with initial date of opening of bid are to be uploaded for the value as under: -

(i) Minimum one order of the value not less than 80% (i.e. Rs 15.34 Lakh) of estimated tender value OR

(ii) Minimum two orders each of the value not less than 50% (i.e. Rs 9.59 Lakh) of estimated tender value OR

(iii) Minimum three orders each of the value not less than 40% (i.e. Rs. 7.67 Lakh) of estimated tender value.

(c) Average annual turnover of the bidder during 3 consecutive financial years (FYs) in last 4 FYs should not be less than the estimated tender value (i.e. Rs 19.17 Lakh). Documentary evidence as applicable from the followings is required to be uploaded:

(i) In case if the estimated tender value is equal or less than Rs.200 lakhs, Audited balance sheets and P&L accounts OR certificate issued by chartered accountant containing UDIN is to be uploaded.

(ii) In case if the estimated tender value is more than Rs.200 lakhs, Audited balance sheets and P&L accounts AND certificate issued by chartered accountant containing UDIN is to be uploaded.

(d) Participating bidder (except PSUs / Government Organizations) is required to upload notarized affidavit on non-judicial stamp paper of appropriate value (which is presently Rs. 200/-) that "Neither the bidder nor any of its sister concern are facing Insolvency & Bankruptcy".

(6) The undertaking as per Annexure –III of SBD (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 / 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 for No Banning/ Black Listing/ Delisting on non-judicial stamp paper worth Rs.200/- as per Annexure-IX of SBD (clause no. 1.26- i.e. Disqualification of Bidder of Instructions to Bidders) is to be uploaded/ submitted with techno-commercial offer by all the bidders except Government Organizations and/or Public Sector Undertakings. It should be issued after tender publishing date specifying the tender no. in prescribed format. Such affidavit should be notarized duly affixed with notarial ticket worth as per prevailing rate of individual state and no addition/deletion/correction (Tempering) shall be allowed on the legal document in order to avoid rejection thereof.**

(9) 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 applicable.

(10) The clause no. 1.40 of Instructions to Bidders "Quantity Distribution" is not applicable.

(11) 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.

(12) 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.

(13) In SBD new clause namely "LIMITATION OF LIABILITY:" is added vide clause 2.86 which reads herewith as follows:

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

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

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

**(14) 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 supply of tendered items and as per questionnaire should only be uploaded.

(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 and their bids shall be rejected on account of incomplete documents."

**LIST OF DOCUMENTS :**

The list of desired documents to be uploaded along with the offer are as under :-

(a) Documents related to tender fee (Refer clause No 3 of NIT).

(b) Documents related to EMD. (Refer clause No 4 of NIT).

(c) Documents related to PQR of respective tender (Refer clause No.5 of NIT).

(d) Undertaking as per Annexure-III of SBD (Refer clause No.6 of NIT).

(e) Undertaking as per Annexure-IV of SBD (Refer clause No 11 of NIT)

(f) Affidavit for no banning / black listing/delisting on duly notarized non judicial stamp paper of Rs.200/- as per Annexure-IX of SBD. (Refer clause No 8 of NIT)

(g)Tender acceptance letter as per Annexure-XI of SBD (Refer clause No.7 of NIT).

(h)Checklist of formats /documents as per Annexure -XV of SBD. (Refer clause No 12 of NIT)

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 & OFFERS RECEIVED WITH INADEQUATE DOCUMENTS, SHALL BE SUMMARILY REJECTED."**

**(15)** **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.

**(16)** MPPGCL reserves the right for extension of due date of opening of techno-commercial bid.

**(17)** MPPGCL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

**(18)** Any change/modifications/alteration in the tender documents shall not be allowed and such tender shall be liable for rejection.

**(19)** 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.

**(20)** 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.

**(21)** Instructions for participation of bidders from a country which shares a land border with India

I. Any bidder (including the term "tenderer', 'consultant' or 'service provider' in certain contexts) from a country which shares a land border with India will be eligible to bid in the Tenders covered in the NIT only if the bidder is registered with the Competent Authority.( Ref. Ministry of Finance GoI Order No. 6/18/2019 –PPD Dtd.23.07.2020 uploaded with this NIT)

II. "Bidder from a country which shares a land border with India" for the purpose of this clause means:-

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

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

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

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

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

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

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

III. The beneficial owner for the purpose of II above will be us under:

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

Explanation-

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

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

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

3. In case of unincorporated association or body of individuals, the beneficial owner is the natural person(s),who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

V. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VI. Certificate to be submitted by the bidders in compliance of above:

**Certificate for Tenders:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country " OR

"If from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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

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

(22) 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.

(23) 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 competent court of Madhya Pradesh, where the office of order placing / issuing authority is situated.

(24) 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. J.K. Dewal, EE (P&W), Mob: 8989171714

(b) Er. Manoj Deshmukh [EE (IMD)] 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.

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**SUPERINTENDING ENGINEER (P&W)**
**O/o C.E (GEN): STPS, MPPGCL, SARNI**

Copy to: -

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

SAVE ELECTRICITY"

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

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entire process shall be scrapped and initiated *de novo*. The *de* 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

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

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.

Explanation—

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

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

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

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

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

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(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.

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es/ 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)

(2)

(3)

(4)

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es/ 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.

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To

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(3)

(4)

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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.

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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.]

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## 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.

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

| Clause No. | Amended Clause No. 2.73 "CHANGE IN LAW" of SBDs |
|---|---|
| 2.73 | 1. "Change in Law" shall mean the occurrence of any of the following after the date of submission of bid/offer to the extent such occurrence was not reasonably foreseeable by the bidder prior to the date of submission of bid/offer.<br><br>(i) The modification, amendment, variation, alteration or repeal of any existing Applicable Laws;<br>(ii) The enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Laws by any Government Authority;<br>(iii) Changes in the interpretation, application or enforcement of any Applicable Laws or judgement by any Government Authority;<br>(iv) The introduction of a requirement for the bidder to obtain any new Applicable Permit; or<br>(v) The modification, amendment, variation, introduction, enactment or repeal of any Tax, resulting in a change in the incidence of Tax liability.<br><br>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.<br><br>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: -<br><br>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.<br><br>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.<br><br>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. |

# Correction in General Conditions of Contract (GCC) of SBD

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

P.T.O.

Signature Not Verified
Digitally signed by Kalpana
Date: 2026.05.08 19:45:27 IST
Location: Madhya Pradesh-MP