M. P. POWER GENERATING COMPANY LIMITED
Govt. of M.P. Undertaking (CIN-U40109MP2001SGC014882)
MADHYA PRADESH POWER GENERATING COMPANY LIMITED
(Govt. of Madhya Pradesh Undertaking)
OFFICE OF THE CHIEF ENGINEER (GENERATION)
SATPURA THERMAL POWER STATION: MPPGCL
P.O. SARNI: DISTRICT- BETUL (MP) PIN 460 447, FAX (07146)278466/PHONE-278422
E-mail:se.pnw1234@gmail.com,sepnw.stps@mppgcl.mp.gov.in
E-Tendering Website: www.mptenders.gov.in

TENDER NOTICE No. 08-004/STPS/P&W/CHP-III/WT-5146/Tender ID-2026_MPPGC_500659_1/43
Dt.: 16.04.2026

NOTICE INVITING TENDER (NIT)

(1) 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.

Key Details:

Tender ID	2026_MPPGC_500659_1
Tender Particulars	Transportation with loading of coal from Urdhan OCM of Pench Area Mine of M/s WCL to STPS, Sarni by contractor in completely covered and sealed Tippers/ Trucks and unloading the coal in Coal Yard at MPPGCL, Sarni.
Tendered Qty. (in Lakh Metric Tonne)	3.5 LMT for 365 Days
EMD in Rs.	Rs. 22,20,100/- (Rupees Twenty-Two Lakh Twenty Thousand One Hundred only)
Tender Cost in Rs.	Rs.5,000/-
Last date and time for online submission of tender	Dt.06.05.2026 up to 15:00 Hrs.
Date and time of opening of tender	Dt. 08.05.2026 from 15:30 Hrs. onwards
Tender Document available on website	**www.mptenders.gov.in**
Authority & Address for correspondence	SE (P&W), O/o The Chief Engineer (Generation)STPS, PO – Sarni, Distt. – Betul (M.P.) – 460 447 Tele/ fax No. 07146-278422/ 278466. Email: se.pnw1234@gmail.com.

NOTE:(i) MPPGCL HAS DECIDED THAT 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 6(iv) for details.)"

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

(2) <u>e-Tendering</u>: -

(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 bidders can visit www.mptenders.gov.in and help desk contact No. 0120- 4200462, 0120-4001002, 0120-4001005 & 0120-6277787 and email: **Technical Support** -support- eproc@nic.in.

(3) <u>Exemption for MSEs, START UP and SSI of Madhya Pradesh from payment of Tender Fees</u>: -

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 Center)."**
- **"Khadi & Village Industries Commission (KVIC)" / Khadi & Village Industries Board (KVIC)" / Coir Board" / "Directorate of Handicrafts and Handloom."**
- **"Udyog Aadhar Memorandum (UAM)" or "any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMsme),"**

<u>for the tendered item(s) are exempted from paying the tender fees;</u> however, such firms shall have to upload the requisite documents on e-procurement website otherwise such Bid/offer shall be rejected.

NOTE: -

(i) The bidder situated/based in the state of Madhya Pradesh and registered as Medium Enterprises are not allowed for exemption in Tender Fees. Hence should not opt Tender Fee Exemption on the basis of above document(s).

(ii) The bidder of other state (not situated/based in Madhya Pradesh) and registered as Micro& Small Enterprises are not allowed for exemption in tender fee. Hence such bidder should not opt tender fee exemption on the basis of above document.

(iii) The bidders registered with NSIC are not exempted from submission of tender fee.

(4) <u>Earnest Money Deposit</u>: -

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 shall 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" read with attachment for "**<u>AMENDMENT IN STANDARD BID DOCUMENT (SBD)</u>**".

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. <u>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.</u>

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" read with attachment for "<u>AMENDMENT IN STANDARD BID DOCUMENT (SBD)</u>."

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

(5) Credential and Pre-Qualification Requirement:

The prospective bidders/contractors, who meet the Pre-Qualification Requirement (PQR) as detailed hereunder, should 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) Status of Bidder: -

(1) The bidder should be contractor/ firm/ service provider/ Joint Venture (JV) Company. Bidding through Consortium is not permitted. GST & EPF registration is to be uploaded.

(2) Copy of PAN Card is to be uploaded.

(3) The bidder involved, directly or through their sister concern/ subsidiary company/Partners, in the business of coal trading i.e. purchasing or selling coal from/ to any other company/ firms, shall be disqualified from participating in the bid. Following condition should be fulfilled by the bidder: -

(i) Bidder and its sister concern/ subsidiary company/Partners are not in the business of coal trading in current FY

(ii) Bidder and its sister concern/ subsidiary company/Partners were not in the business of coal trading in last 2 FYs as per their Audited balance sheet.

Following Documents in support of above is to be uploaded: -

(i) Turnover certificate of bidder issued by the practicing CA with UDIN specifically mentioned that coal trading i.e. selling/purchasing of coal is not done by the bidder in current FY and last 2 FYs. as per their audited balance sheet.

(ii) Bidder is required to upload a notarized affidavit (as per Annexure-II of NIT) on non-judicial stamp paper of Rs. 200/- that "Neither the bidder nor any of its sister concern/subsidiary company/Partners are involved in the business of coal trading i.e. they are not purchasing or selling coal from/ to any other companies/ firms etc. in current FY and last 2 FYs. and that bidder/sister concern/ subsidiary company/Partners shall not involve in the business of coal trading i.e. purchasing or selling coal from/ to any other companies/ firms during the period of contract if awarded to them by MPPGCL.

(4) Registration certificate from Registrar of Firm/Companies, in case of firm/ Company/ Joint Venture Company is to be uploaded.

(b)Past Experience: -

(1) Copies of successfully executed orders (including part executed) by the bidder as a main contractor for same or similar work [Similar work means (i) Coal transportation (internal or external) within the premises of coal subsidiaries (CIL or SCCL) and/or (ii) Coal transportation (internal or external) within the premises of permitted Utilities as mentioned follows and/or (iii) Coal transportation work from coal mines to plants of utilities as mentioned follows or from coal mines to Railway Sidings of subsidiaries of CIL and/or SCCL. The order copies should indicate the above work] for **(1.05 Lakh MT)** 30% of tendered quantity or more in state Owned Power Generating Companies / Other Captive Power Utilities of PSU / NTPC / Govt. Industries / Departments / Semi Govt. Industries / Departments / PSUs in India placed in last 7 years ending with initial date of opening of bid are to be uploaded. This order execution should be within the specified contractual period of the tender i.e. in 1 year. It may be through

single or multiple orders (in parallel), but in case of single/multiple orders; these should be within a single span of time period of 1 year.

(2) The work execution certificate by the customers along with self attested un-priced copies of aforesaid work order(s) should be submitted.

(3) Those who have worked in MPPGCL earlier as lead partner of any consortium, may also quote as a single bidder using past experience of such consortium.

(c) Financial Qualification: - Average annual turnover of the bidder during 3 consecutive financial years (FYs) in last 4 FYs should not be less than **666.02 Lakh** (30 % of estimated value of tender).

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

(ii) In case if the estimated tender value on annual basis is more than Rs. 200 lakhs, Audited balance sheets and P&L accounts And certificate issued by charted 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".

(e) Special Requirement: -

(i) Bidder should have ownership of required vehicles for at least 15% of **(i.e. 175 MT)** average daily quantity to be lifted. Valid Registration certificate of owned vehicle alongwith a list of owned vehicle indicating the validity of registration and capacity should also be uploaded

(ii) Bidder should have at least one loader registered in his name with min. capacity of **2.25 Cu.M** or should have legal agreement for hiring of such or higher capacity loader. The bidder is required to give an undertaking in the form of an affidavit (on non -judicial stamp value Rs-200/-) to deploy equipment/ tippers/ Pay loaders commensurate with the tendered quantity.

Note: Firm has to submit affidavit of Insolvency & Bankruptcy which should be issued after tender publishing date specifying the tender No. in prescribed format as per NIT clause 5(d). Such affidavit should be notarized duly affixed with notarial ticket worth as per prevailing rate of individual state.

(6) Important Instructions:

i) Bidders/JVC are not permitted to seek Financial/Technical Qualification on the credentials of their Parent/Associate companies if they are not participating in tender with them as JVC/Partner.

ii) Bidding through Joint Venture Company/Partnership firm is permitted subject to fulfilling conditions as detailed in the tender document/NIT.

iii) If multiple bids are submitted as individual as well as partner of Joint Venture Company/ Partnership firm, then all the multiple bids shall be rejected. The multiple bids submitted in same tender by sister concern/subsidiary/parent company are also liable to be rejected.

iv) **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.**

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.8 of NIT).

(e) Undertaking as per Annexure-IV of SBD (Refer clause No 17 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 10 of NIT)

(g) Tender acceptance letter as per Annexure-XI of SBD (Refer clause No.9 of NIT).

(h) Checklist of formats /documents as per Annexure -XV of SBD. (Refer clause No 20 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.

v) Notwithstanding anything stated above, MPPGCL reserves the right to assess the creditability, capability and capacity to perform the contract. Should the circumstances warrant such an assessment in its overall interest, bidder shall furnish additional documents to substantiate its claim. MPPGCL also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the bidder.

vi) Canvassing i.e. soliciting favor, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.

vii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, MPPGCL reserves the right to reject such tender and to take action for banning for the business with MPPGCL.

viii) If there is any difference or mismatch is noticed in the bid document and the NIT issued by MPPGCL, the corresponding clause/terms as given in the NIT will prevail.

(7) The clause no. 1.30 of Instructions to Bidders "COLLUSION/ CONFLICT OF INTEREST" is <u>Applicable</u> for instant tender and is detailed hereunder: -

A Bidder shall submit only one bid. It is further clarified that any of the "Associate/subsidiary/ firms/companies with common management/Director" of the Bidder shall not separately participate directly or indirectly in the same bidding process.

A Bidder shall not have "collusion/conflict of interest that affects the bidding process. Further, if any Bidder is having a "collusion/conflict of interest" with other Bidders participating in the same bidding process, the bids of all such Bidder shall be rejected.

A Bidder shall be deemed to have a "collusion/conflict of interest" affecting the bidding process in the event of any of the followings-

I. Such Bidder, or Any associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Members or any Associate thereof.

II. Such Bidder or any associate thereof having common management control in other participating bidding company or any of its associate participating in the same bid.

III. Such Bidder has the same legal representative for purpose of their offer as any other participating Bidder for the Bidding process in consideration.

IV. Such Bidder or any Associate thereof has participated as a consultant to the company (MPPGCL) for the purpose of preparation of any documents, design and / or technical specifications for the tender in which that bidder is participating.

V. If any legal, financial or technical consultant/ adviser of the Company (MPPGCL) in relation to the bid for which bidders are submitting their offers, is engaged by any participating Bidder, its Member or any Associate thereof, as the case may be, in any manner, for matters related to or incidental to its Bid.

(8) The <u>undertaking as per Annexure –III of SBDs</u> (clause no.1.15 i.e. Preparation, submission, opening and verification of Bid Proposals of Instructions to Bidders sub clause-IX) for successful execution of contract earlier awarded to prospective bidder is to be uploaded/submitted with required PQR documents by all the bidders except Government Organizations and/or Public Sector Undertakings.

(9) The <u>Tender Acceptance Letter</u> 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.

(10) The affidavit for No Banning/ Black Listing/ Delisting on duly Notarized non-judicial stamp paper of Rs. 200/- as per Annexure-IX of SBD (clause no. 1.26- i.e. Disqualification of Bidder of Instructions to Bidders) 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. Hard copy of same is to be submitted to O/o SE(P&W) STPS Sarni only after opening of tender. Such affidavit should be notarized duly affixed with notarial ticket worth as per prevailing rate of individual state. No addition/ deletion (Tempering) shall be allowed on the legal document in order to avoid rejection thereof.

(11) The clause no. 1.36 of Instructions to Bidders "Reverse/Forward Auction" is <u>Not Applicable</u> for instant tender.

(12) The clause no. 1.46 of Instructions to Bidders "Snap Bidding" is <u>Applicable</u> for instant tender.

(13) 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 <u>Not Applicable</u> for instant tender.

(14) The clause no. 1.40 of Instructions to Bidders "Quantity Distribution" is <u>Not Applicable</u>

for instant tender.

(15) The clause no. 1.42 of Instructions to Bidders "Distribution of Work & Services" is <u>Applicable</u> for instant tender.

(16) The clause no. 1.44 of Instructions to Bidders "Abnormally High / Low Quotes by the Bidders" has been amended and same is <u>Applicable</u> for instant tender (Please read the amended clause enclosed with SBD)

(17) The <u>undertaking as per Annexure-IV of SBD</u> (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.

(18) The clause no. 2.4 of General Conditions of Contract "Price Variation" is <u>Not Applicable</u> for instant tender.

(19) The clause no. 2.38 of General Conditions of Contract "Royalties & Patents (Annexure – X)" is <u>Not Applicable</u> for instant tender.

(20) 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.

(21) 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.

(22) <u>Following clauses shall be applicable for the instant tender as per the "Special Terms and Conditions", in addition to the clauses mentioned in the "Standard Bid Document for Works":-</u>

i) INFORMATION OF THE PROJECT / WORK.
ii) TENDER EVALUATION
iii) PERIOD OF CONTRACT & QUANTITY
iv) SCOPE OF WORK
v) OTHER TERMS AND CONDITIONS REGARDING SIZE, COAL QUANTITY, PENALTY & TRANSIT LOSS
vi) LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK
vii) EXTENSION OF CONTRACT
viii) EXTENSION OF CONTRACT PERFORMANCE GUARANTEE
ix) BILLING & PAYMENT
x) APPLICABILITY OF TAXES OR DUTIES OR CESS BEYOND CONTRACTUAL PERIOD
xi) SPECIAL PRECAUTIONS
xii) DEDUCTIONS
xiii) SPECIAL TERMS AND CONDITIONS FOR ROAD TRANSPORT

xiv) SECURITY DEPOSIT

(23) <u>Eligibility Criteria for Joint Venture Company: -</u>

Participation through Joint Venture Company, (Termed herein under as JVC) shall be applicable with terms and conditions as below:

(i) **The JVC should be incorporated under Companies Act, 1956 and number of Partners shall be limited to two (02) Nos. only. The minimum stake holding of any of partners in JVC should be 26%.**

(ii) **The JVC by itself should be in the business at least for last 3 years ending on the initial date of opening of bid of tender.**

(iii) **The GST registration and EPF registration (if required) should be in the name of JVC itself.**

(iv) **The JVC fulfilling conditions (i), (ii) & (iii) above, should also meet any of the following conditions: -**

(a) **The JVC by itself should meet the financial and past experience criteria.**

(b) **The JVC by itself should meet any one i.e. either financial or past experience criteria.**

AND

Any one of the partners of JVC (of Indian Origin only) should meet the other criteria (i.e. either financial or past experience criteria) which have not been met by the JVC by itself.

(v) **The JVC cannot rely on any other arrangement such as Consortium or supporting company of the JV partner for meeting technical experience criteria.**

(vi) **An independent undertaking in addition to "Undertaking of Joint Undertaking" from the Joint Venture Partner, based on whose experience the JV has qualified, shall be submitted stating that they shall maintain minimum 26% shareholding in the JV from date of opening of bid till the completion of the contract period.**

(vii) **The JVC and the Joint Venture partners shall be jointly and severally liable for the execution of the contract and an undertaking to this effect shall be submitted along with the PQR document.**

(viii) **The JV partners shall not be allowed to bid independently or as a member in a Consortium/Other JV for this bid.**

(ix) **In case of award of contract, JVC partner who meet out the experience criteria shall be required to submit a Bank Guarantee for an amount equal to 1% of the total order value in addition to the Contract Performance Guarantee of 10% of total order value to be furnished by the JVC.**

(x) **JVC has to submit the true copies of Article of Association including the details of directors of their respective board, percentage share of the JV partners in the Company and share holding pattern of each of the Partners, duly certified by the competent authority of JVC, as on the date of submission of bid.**

(xi) **JV partners should invariably submit the self certified copy of latest income tax returns.**

(xii) **MPPGCL reserves the right to seek additional information as it may deem fit to satisfy itself of the eligibility of the bidder.**

(24) The bidding process is a two-bid single envelop process consisting of two parts:

(i) **Techno Commercial Bid: - To be submitted Online Only**

(ii) **Price Bid: - To be submitted Online Only**

(25) <u>Techno-Commercial Bid</u>: -Bidder must positively complete e-tendering procedure at <u>www. mptenders.gov.in</u>. Bidder shall have to submit the following documents online in the website: -

(a) Their complete techno-commercial offer containing detailed material description, specification and all commercial terms & conditions. This document should not contain any price part.

(b) Techno-commercial information in the form of questionnaire and schedules (downloaded from website and filled as per instructions). The online submission of duly filled questionnaire and schedules is mandatory. Terms & conditions filled in questionnaire shall be treated as final. The requisite documents as per NIT i.e. credential & PQR related to financial status/ experience for work of tendered items and as per questionnaire should only be uploaded.

(26) 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.

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

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

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

(30) 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.

(31) 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.

(32) 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.inor 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.

(33) 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.

(34) 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.]"

(35) 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:

Er. T. Saiyyam, AE (P&W), Mob: 9425611160
Er. S. Selkare, EE (CHP-II) Mob. No. 9425611249

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.**

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

Copy to: -

1) The Superintending Engineer (S)-II, Sarni.
2) The M.P. Govt. Contractor Association, Bhopal.

Annexure-II

Affidavit for not in the business of Coal Trading
(On non-judicial Stamp Paper of Rs. 200/- duly notarized)

Name of the Bidder: -.....

Tender ID No.: - ……

Tender Reference No.: -……

Name of Work: -.....

I,_____,S/o_____A/a_____years,W/a_____,R/o_____,do solemnly affirm and state on oath as under.

1. That, I am the _____ of _____ and competent on behalf of the Company to swear this affidavit.

2. That, the bidder or any of its sister concern/ subsidiary is not involved in the business of coal trading i.e. purchasing or selling coal from /to any other company / firm.

3. Neither the bidder nor any of its Sister concern/Subsidiary company/ Partners are involved in the business of coal trading i.e. they are not purchasing or selling coal from/to any other companies/firms etc. in current FY and last 2 FYs.

4. Bidder/Sister concern/Subsidiary company/Partners shall not involve in the business of coal trading i.e. purchasing or selling coal from/to any other company/firms during the period of contract if awarded to them by MPPGCL

5. That, the contents of the present affidavit are true and correct and in case any information in this regard is found to be incorrect at any stage, the MPPGCL shall be entitled to cancel the work order or terminate the contract, and to forfeit the EMD/SD, and in that case the bidder/ contractor will not be entitled for payment of any bills.

DEPONENT

VERIFICATION

I,_____, the above named deponent, do solemnly affirm and verify that the contents of Para 1 to end of the foregoing affidavit are true to my knowledge.

Signed and verified this day on... …… (date) here at ..... (place).

DEPONENT

Signature Not Verified
Digitally signed by JITENDRA KUMAR DEWAL
Date: 2026.04.16 17:55:56 IST
Location: Madhya Pradesh-MP