



Ref. Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

DUE DATE
16.07.2026
BY 02:00 P.M.

Dear Sir / Madam,

Subject: Open Tender Enquiry for "PA System" as per Technical Specification Nos. PE-TS-497-557-E001, Rev. 0 & PE-TS-508-557-E001, Rev. 0 for 2x660 MW NTPC Talcher TPP Stage-III (EPC) & 2x800 MW NTPC Lara STPP Stage-II projects respectively.

BHEL PEM invites your offer for PA System for the scope as per Technical Specification Nos. PE-TS-497-557-E001, Rev. 0 & PE-TS-508-557-E001, Rev. 0 for 2x660 MW NTPC Talcher TPP Stage-III (EPC) & 2x800 MW NTPC Lara STPP Stage-II projects respectively.

Your best quotation / offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC, Rev. 07 & its Corrigenda, in line with our terms and conditions, online via e-procurement system <https://eprocurebhel.co.in>

S. No.	PROJECT	ITEM DESCRIPTION	TECHNICAL SPECIFICATION NO.
1.	2x660 MW NTPC Talcher TPP Stage-III (EPC)	PA System	PE-TS-497-557-E001, Rev. 0
2.	2x800 MW NTPC Lara STPP Stage-II	PA System	PE-TS-508-557-E001, Rev. 0

It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 P.M.** Part-I bids shall be opened at **04:00 P.M.** on the due date.

Note: 1. Detailed Tender documents / Corrigenda, addenda, amendments, time extensions, clarifications etc. can be downloaded / accessed from the following websites: -

- <https://eprocurebhel.co.in>
- www.bhel.com
- www.pem.bhel.com

Please refer GCC, Rev. 07 & its Corrigenda which is available on https://pem.bhel.com/Bhel_vendor_section.aspx. Bidders are requested to go through the same while submitting the offer.

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
Tel: 0120 2218550

Regd. Office
BHEL House Siri Fort
New Delhi-110049

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ENQUIRY TERMS AND CONDITIONS:

1. Offers should be submitted separately in two parts **online through e-procurement system** as follows:
Part-I: TECHNO-COMMERCIAL BID **Part-II: PRICE BID**
For detailed instructions, please see Clause No. 1.0 & 2.0 of “Instructions to Bidders (Vol-I, GCC Rev. 07)”.
2. Bidders to note that following form the part of tender documents & will become a part of the Order / Contract after its finalisation:
 - a. General Conditions of Contract (GCC), Rev. 07 & its Corrigenda comprising of Instructions to Bidders and General Commercial Terms & Conditions.
 - b. Technical Specification & BOQ
 - c. Enquiry Letter with Terms & Conditions and Annexures.
 - d. Technical & financial PQR
 - e. SCCs of projects
 - f. Integrity pact
3. Tenders shall be submitted strictly in accordance with the requirements of the above mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II (Cost of withdrawal) of GCC, Rev. 07 along with reasons for taking such deviations. Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II (Cost of withdrawal) and standard pre-printed terms & conditions shown separately or found hidden in the offer, will not be taken cognizance of. Bidders to note all the points mentioned in “Notes” of Annexure-II to GCC, Rev. 07.
4. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any / all tender(s) in part or full without assigning any reason whatsoever.
5. For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non-Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

This is combined tender enquiry for two projects. Nature of package for clubbed projects is Divisible, however quantity within single project is Non-Divisible.

Preference to Make In India: Both Class 1 & Class 2 local suppliers are eligible to quote. Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 & Class 2 local supplier is as defined in public procurement (Preference to Make in India), Order 2017. NTPC Talcher project shall be awarded to qualified Class 1 local supplier under Preference to Make In India as defined in public procurement (Preference to Make in India), Order 2017.

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Please refer OM No. F/1/4/2021-PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification (in the prescribed format) that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

6. Bidders to,
- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
 - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 4) F. No. 6/18/2019/PPD dt. 23.02.23
- Note: Subsequent orders/circulars to be checked and to be complied by bidder.
7. As per Department of Expenditure (DoE) OM No. 6/9/2020-PPD dt. 24/08/2020, it is mandatory for all the bidders to provide their GeM Seller ID.

8. All correspondence thereof, shall be addressed to the following:

Ajay Kumar Sr. Engineer, PG-I BHEL PS-PEM, 3RD FLOOR, BHEL SADAN, PLOT No.25, Sector-16A, Noida-201301 (UP) E-Mail: ajaykaushik@bhel.in Mob: 9899891358	Awadhesh Singh Sr. Manager, PG-I BHEL PS-PEM, 3RD FLOOR, BHEL SADAN, PLOT No.25, Sector-16A, Noida-201301 (UP) E-Mail: awadheshsingh@bhel.in Mob: 9560148833
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9. Bidder to note that this is a conditional Open (Indian) Tender enquiry. Hence, Price Bid (Part-II) Opening / Reverse Auction shall be subject to following criterion:
- Qualification of Technical and Financial PQR.
 - Techno-commercial compliance to the NIT (Bid).
 - Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time.
 - Approval of vendor by end customer (as per enclosed vendor approval format)
10. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Completion Date

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11. For the bidders (who are not registered with BHEL-PEM), Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration.
12. The Evaluation Currency for this tender will be INR.
13. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender as per latest reverse auction guidelines AA:SPP:RA:00 dated 05.12.2024. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Vendors to note that above RA clause will supersede Cl. No. 13 of “Instruction to Bidders” of GCC, Rev. 07 & its Corrigenda 01.

The Bidders has to quote the Single Price (i.e. Total Cost to BHEL excluding GST) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine tests, all services (including E&C & AMC etc. but excluding training charges) as per tender scope, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

Link for RA guidelines to be followed as:

<https://www.bhel.com/guidelines-reverse-auction-2024>

14. MSME / Start-up Vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PEM is already registered with RXIL (TReDS) Platform. You are requested to get registered with RXIL (TReDS) Platform to avail the facility as per GOI guidelines.
15. **Delivery Schedule: -**

Main Supply for Talcher project: Delivery completion for Main supply shall be 205 days from the PO date.
For additional Quantity to be released against quantity variation: 4 months from BHEL clearance or 205 days from PO date, whichever is later.

Main Supply for Lara project: Delivery completion for Main supply shall be 295 days from the PO date.
For additional Quantity to be released against quantity variation: 4 months from BHEL clearance or 295 days from PO date, whichever is later.

Mandatory Spares for both projects: 90 days from BHEL clearance.

E&C for both projects- 180 days from Front clearance by BHEL.

AMC for both projects: All issues shall be resolved within 7 working days from the date of raising the issue by BHEL/NTPC.

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16. **Validity of contract** (PO rates, terms and conditions): Vendor has to make supply of goods / services as per the delivery time mentioned above. However, due to unavoidable circumstances, if delay happens in providing inputs / clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point No. 17 below, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs / clearances has been accorded within the validity of contract. Validity period for various activities shall be as follows: -

16.1 Validity of the contract for Main Supply including quantity variation:

Contract shall be valid for 03 years from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end.

16.2 Validity of the contract for Supply of Mandatory Spares / Services applicable in the contract:

Validity of contract for supply of mandatory spares / services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 16.1 above.

16.3 Validity of contract for AMC & Training:

Validity of contract for **AMC & Training** shall be till completion of the **AMC & Training**.

Notes:

- Main supply including quantity variation, Mandatory Spares / services applicable in the contract released / cleared for manufacturing within contractual validity period, to be supplied by vendor / supplier at PO rates, terms and conditions.
- Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

17. Delivery Extension: Extension of contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawings / documents submission / re-submission by the vendor and review / approval of the same by the BHEL / End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.

During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -

- Any Delay in providing comments / approval on Primary drawings / documents beyond the stipulated time as specified in NIT.
- Time Loss in approval of the drawings / documents as a result of increase in the iteration not attributable to the vendor (i.e. re-submission owing to end customer comments) as certified by BHEL. Time extension equivalent to the re-submission time mentioned in technical specification and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission, time loss shall be in vendor account.
- Delay in providing engineering input by BHEL.
- Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC Rev 07.
- Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

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Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.

18. Performance Security

(A) Supplier may opt any of the following for submission of Performance Security as per the format enclosed in the GCC, Rev. 07: -

Initially 10% of the contract value (Total ex-works price excluding PVC). 5% of the contract value (Total ex-works price excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (Total ex-works price excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.

Or

5% of the contract value (Total ex-works price excluding PVC). Additional 5% of the contract value (Total ex-works price excluding PVC) will be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (Total ex-works price excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.

(B) Time for submission of Performance Bank Guarantee shall be 14 days from the date of PO/LOA.

(C) Initial PBG validity (incl. claim expiry period):- **for NTPC Lara project 33 months from PO date and for NTPC Talcher project 30 months from PO date.**

19. Modes of deposit: Performance security may be furnished in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.
- b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).
- e) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance Security value can be proportionately reduced after completion of Guarantee Period Unit-wise/ Stage-wise/Set-wise/Scope wise (Main Supply/Mandatory spares/Services excluding PG test) subject to the units/sets/stages/Scope (Main Supply/Mandatory spares) being explicitly specified in delivery terms in the contract. However, Performance Security for the last unit/set/stage will be released only after completion of all contractual liability or guarantee period, whichever is later.

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20. Forfeiture of Performance Security:

- a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- b) Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
- c) The Performance Security shall not carry any interest.

Note - In case of BG from private banks, a clause shall be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.

21. Earnest Money Deposit- EMD amount shall be Rs. 40 Lakhs.

EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

Modes of deposit: -

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL-PEM account details are as follows:

Bank name, State Bank of India

Account No: 39922687394

IFSC: SBIN0017313

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- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).

(iii) Fixed Deposit Receipt (FDR)

(iv) Bank Guarantee from any of the Scheduled Banks.

(v) Insurance Surety Bonds.

Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the buyer within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. The EMD shall also be extended in case of extension of bid/offer validity.

Forfeiture of EMD

- a) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- b) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.
- c) Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.



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- d) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.
- e) EMD shall not carry any interest.
- 22. Payment Terms shall be as per clause no. 9.3 (For supply), 9.4 (For E&C) & 9.5 (For other services) of GCC, Rev. 07 & its corrigenda.
- 23. Prices shall be firm for entire scope of work in line with tender documents and subsequent clarifications/confirmations till completion of the contract.
- 24. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders / Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% of margin of purchase preference / price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for NTPC Talcher project quantities. The sellers are advised to refer the OM No. F.1/4/2021-PPD dt. 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line and approved by Buyer after evaluation of documents submitted.

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

<i>Type under MSE</i>	<i>SC/ST Owned</i>	<i>Women Owned</i>	<i>Others (excluding SC/ST & Women Owned)</i>
<i>Micro</i>			
<i>Small</i>			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

25. SPLITTING CRITERIA:

Bidders to note that contract of subject tender is proposed to be done with Two (02) vendors approximately in the ratio of 52:48 i.e. NTPC Lara project order will be awarded to L1 bidder, and NTPC Talcher project order will be awarded to L2 bidder/Other Techno-commercially qualified bidders at L1 prices.

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L1 prices shall be counter offered to all Techno-commercially recommended bidders for NTPC Talcher project quantities. In case acceptance of counter offer is received from more than one bidder, then acceptance of counter offer for ordering shall be as per ranking post RA. If none of the bidder accepts counter-offered L1 rates, then both project contracts shall be awarded to L1 vendor for 100% value.

Above splitting criteria shall be applicable only if splitting of tendered quantities is not achieved through MSE/MII purchase preference.

26. Evaluation will be done on overall L1 (Total cost to BHEL) basis excluding GST with necessary loading as applicable. Incomplete offer or offer for Part scope for the Project, shall be summarily rejected. The Evaluation Currency for this tender shall be INR.
27. "In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding."
28. Overall (%) variation in contract values (due to changes in the scope) shall be limited to +/- 20%. This will supersede the clause no. 6 of GCTC of GCC Rev 07.
29. **Integrity Pact:** - Integrity pact is applicable for subject package
(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEMs. All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided in the NIT."

Details of contact persons shall be as per point no. 8 of this NIT.

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30. The offers of the bidders who are on the banned list (list of banned firms available on <http://www.bhel.com>) and also the offers of the bidders, who engage the services of the banned firms, shall be rejected.
31. The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
32. **Breach of Contract, Remedies and Termination:**
In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:
- encashment of security instruments like EMD, Performance Security with PEM against the said contract.
 - balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Supplier, retention amount etc. with PEM.
 - balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.
 - Any other mode as deemed fit by the Buyer at its sole discretion.
 - if recovery is not possible then legal remedies shall be pursued.

However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.

33. Bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist is uploaded on "www.bhel.com" for participating in tender enquires through e-procurement.
34. Bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.
35. **Treatment of cases regarding conflict of interest:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall

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not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

36. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment etc.) & hence criteria of prior experience shall be same for all bidders including start-up /MSME".
37. Conditions of prior turnover may relax to Micro and Small Enterprises and startup as recognized by DPIIT, subject to meeting of Quality and technical specifications in accordance with the relevant provisions of Rule 173 (i) of the GFR, 2017.
38. CIF is not available for this package.
39. Liquidated Damages: - Project wise LD shall be applicable and LD terms shall be as per GCC Rev 07 including corrigenda. LD for AMC & Mandatory Spares shall also be as per GCC Rev 07 including corrigenda.

LR/RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days from the date of PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose. Deduction of LD from supplier's bills shall be done on proportionate basis. In no case Liquidated Damages shall be levied till contractual delivery period.

40. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website only (<https://eprocurebhel.co.in>) under subject tender reference. Bidders are requested to visit our website from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
Tel: 0120 2218550

Regd. Office
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41. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
42. All terms and conditions shall be as per NIT and GCC - Rev. 07 & its Corrigenda. In the event of any contradiction, the terms and conditions mentioned, the order of preference shall be as mentioned in Cl. No. 36 of GCTC of GCC - Rev. 07.
43. All the NIT terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.
44. LOI shall be placed by BHEL PEM for E&C scope as mentioned in BOQ price format and purchase order shall be placed by respective BHEL Power Sector Regions. Separate project wise performance security shall be submitted to BHEL PEM & BHEL Power Sector Regions for their POs.
45. **PAYMENT OF DETENTION CHARGES (IF APPLICABLE)**

- 1) Detention charges shall be paid extra if the vehicles are not unloaded/ released beyond free period owing to reasons attributable to BHEL/Customer site. 'free time' and detention charges shall be as follows:

Sl. No.	Vehicle type	Free time in days	Detention charges per day (Rs.)
i	ICV/LCV/HCV/Truck/ Multi-axle vehicle. Open body	3	1000
ii	Mechanical Trailers up to 28T	3	1200
iii	Mechanical Trailers above 28T	3	1500

- 2) Free Time (in days) includes the day of arrival at Halt station but excludes the day of exit.
- 3) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as date of reporting of vehicle.
- 4) Total detention charges shall be limited to 50% of basic freight charges (at actual limited to the value mentioned in PO/ Contract) of respective consignment.

5) **Illustration of Calculation of Detention Days:**

If the vehicle reached the site for unloading and made IN entry on 01.01.2026, then free period (3 days) will be up to 03.01.2026. If the Exit Entry of vehicle is made on 06.01.2026, then detention will be calculated excluding 06.01.2026 and free period (3 days) and two days will be eligible for detention.

6) **Payment of Detention Charges**

Detention charges at unloading point at sites shall be paid based on Gate entry at site with certification duly signed and stamped by BHEL Site MM site personnel. In case the vehicle reached at site and the site security/ site officials are not allowing the vehicle to enter the site., the date of arrival of vehicle at site, based on GPS report (GPS report should have vehicle details to ensure genuineness) will be considered as the date of reporting at site for calculation of detention charges duly certified BHEL site MM personnel. For claiming detention charges against GPS report, vendor to immediately intimate through mail to concerned PEM's Purchase personnel along with GPS report. Supporting document such as RC of vehicle shall be submitted along with the invoice for authentication of vehicle type.

No detention charges shall be payable, if the delay in receipt & unloading of the materials at site is attributable to the transporter.

46. Tenders shall be submitted strictly in accordance with the requirements of the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving clause references along with the Cost of withdrawal of Deviations as per Annexure-II" along with reasons for taking such deviations. Bidders to note all the points mentioned in "Notes" of Annexure-II.
47. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
Tel: 0120 2218550

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BHEL House Siri Fort
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48. Minimum % for AMC charges w.r.t. total main supply Ex-works price shall be 3% per year, failing which the quoted amount shall be adjusted as 3% per year of total main supply Ex-works price, at the time of ordering by Buyer. Payment shall be made as per the adjusted amount.
49. **Grievance Redressal Mechanism:**
To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.
Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:
1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.
50. APPLICABLE HEALTH SAFETY AND ENVIRONMENT GUIDELINES (HSE) of BHEL are available on www.pem.bhel.com under the links <https://pem.bhel.com/Documents/GCC/HSE%20Plan%20Rev02.pdf> & <https://pem.bhel.com/Documents/GCC/HSE%20PLAN%20FOR%20SITE%20OPERATION%20BY%20CONT RACTOR%20FOR%20TALCHER%20SITE%20REV%2002.pdf>
51. Applicable interest rate in respect of loading of deviations in the offer(s) shall be "Repo Rate + 4%". This will supersede interest rate mentioned in GCC Rev 07 including corrigenda to GCC Rev 07.
52. Please note that for technical bid, detailed offers are to be submitted including the following: -
 - Acceptance of GCC, Rev. 07 & its Corrigenda, Special Conditions of Contract of the project.
 - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed
 - Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
 - Technical & Commercial Deviations, if any along with Cost of withdrawal in Annexure-II of GCC Rev 07.
 - Technical PQR documents.
 - Financial PQR documents
 - Duly signed and stamped Integrity Pact
 - All other annexures (duly filled, signed and stamped) attached with this NIT letter

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter/email so as to reach us on or before the due date.

Thanking You.

Yours Sincerely,

Ajay Kumar

(Sr. Engineer / PG-I/ BHEL-PEM)

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
Tel: 0120 2218550

Regd. Office
BHEL House Siri Fort
New Delhi-110049



Ref. Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

Enclosures:

1. Technical Specifications for both projects.
2. Technical and Financial PQRs
3. Unpriced format
4. Unpriced Deviation schedule (Annexure-II)
5. Format for Local Content Certification
6. Format for Land Border Certificate
7. Vendor approval format
8. Integrity Pact
9. Special Conditions of Contract for both projects
10. Format for Conflict of interest – Declaration
11. Format for declaration regarding insolvency/ liquidation/ bankruptcy proceedings
12. Format for declaration by MSE suppliers regarding ownership structure along with Udyam certificate

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
Tel: 0120 2218550

Regd. Office
BHEL House Siri Fort
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Ref. Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

**PROJECT: - 2X660 MW NTPC TALCHER TPP STAGE-III (EPC) & 2X800 MW
NTPC LARA STPP STAGE-II PROJECTS.**
PACKAGE: - PA SYSTEM

Annexure-A

(ON Letter head of Company)

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - DECLARATION REGARDING LAND BORDER

Reference: 77/26/6079/AJA Dated 01.07.2026

Name of Package: PA System

Dear Sir,

This has reference to: -

1. Our Offer for Supply & Services of PA System for 2x660 MW NTPC Talcher TPP Stage-III (EPC) & 2x800 MW NTPC Lara STPP Stage-II Projects against above cited Enquiry No. **77/26/6079/AJA Dated 01.07.2026.**
2. Order dated 23.07.2020 & 23.02.2023 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s**, is not from such a country and is eligible to be considered.

Thanking you,

Yours truly

..... ((highest
competent authority at your end (i.e.
Owner, partner, CMD, Director etc.))

..... (firm name)

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
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Ref. Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

**PROJECT: - 2X660 MW NTPC TALCHER TPP STAGE-III (EPC) & 2X800 MW
NTPC LARA STPP STAGE-II PROJECTS.**
PACKAGE: - PA SYSTEM

Annexure-B

(On Letter head of Company)

Subject: - CERTIFICATION REGARDING LOCAL CONTENT

Reference: Enquiry No. 77/26/6079/AJA Dated 01.07.2026.

Description of item(s): PA System

We hereby certify that the quoted items offered by us against above Enquiry No. is having local content of% .

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 and we qualify as **Class –.....** (Class-I/ Class-II - as applicable) local supplier.

We further confirm that details of location at which the local value addition is made is at
..... (Supplier's / OEM's Manufacturing works)

Country of Origin from OEM:

(For items sold by Supplier as reseller, OEM certificate for Country of Origin to be submitted.)

We confirm the following for the current tender:

- (1) Repackaging/ Refurbishment/ Rebranding of imported products has not been considered for calculation of local content or Domestic Value Addition (DVA).
That the cost of imported items sourced locally from resellers/ distributors and cost of license/royalty paid/technical expertise cost etc. source from outside of India has been excluded from the local content, as mentioned in 2(d) of PPP-MII order Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT.
- (2) For contracts involving supply of multiple items, weighted average of all items has been taken while calculating the local content.
- (3) We understand, for this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- (4) We understand that we have to give a self-certification regarding local content wherever the tender value is up to INR 10 crores. In case, the tender value is more than INR 10 Crores, we shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In both the cases, the certification has to be provided by us during bid submission.

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
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Regd. Office
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Ref. Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

- (5) We also understand, false declaration will be in breach of Code of Integrity under the rule 175(1)(i)(h) of the General finance rules for which the Supplier or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under the law.
- (6) That in case we are the successful Supplier and the contract value of the order awarded to us is more than INR 10 crores, we will provide local content certification duly certified by cost/ chartered accountant in practice during execution of the contract. That a penalty up to 10% of the contract value may be imposed on us during execution, in case we do not meet the stipulated local content during the execution of the contract. We are also aware that the contract awarded to us will not be terminated on this account.
- (7) We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that we may be held liable for it.

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Supplier)

Note: Suppliers to note that in case above certification given by a Supplier, whose bid is accepted, is found to be false, then this would be a ground for penal action and for taking further action in accordance with law and as per extant guidelines.

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
Tel: 0120 2218550

Regd. Office
BHEL House Siri Fort
New Delhi-110049



Ref. Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

**PROJECT: - 2X660 MW NTPC TALCHER TPP STAGE-III (EPC) & 2X800 MW
NTPC LARA STPP STAGE-II PROJECTS.**

PACKAGE: - PA SYSTEM

Annexure-C

(on Letter head of Company/Firm)

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, BHEL Sadan, Plot No 25,
Sector -16A, Noida (UP)-201301

Subject: - Conflict of interest – Declaration

Reference (s):

Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

Name of Package: PA System

Project: 2X660 MW NTPC TALCHER TPP STAGE-III (EPC) & 2X800 MW NTPC LARA STPP STAGE-II PROJECTS.

Dear Sir/Madam,

I (Name)....., (Designation)..... on behalf of
M/s..... (Name of the bidding company/firm) - the authorised signatory
of the reference bid, hereby submit the declaration as below.

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
Tel: 0120 2218550

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BHEL House Siri Fort
New Delhi-110049



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The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Yours truly

..... (Authorised Signatory)
..... (Firm name)

Note: Authorised Signatory should be either Board member/owner of firm or person authorised for signing by board/ owner of the firm. In case the authorised signatory is other than board/owner of the firm, then authorisation letter from the board/owner of the firm is also to be enclosed

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
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Regd. Office
BHEL House Siri Fort
New Delhi-110049



Ref. Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

**PROJECT: - 2X660 MW NTPC TALCHER TPP STAGE-III (EPC) & 2X800 MW
NTPC LARA STPP STAGE-II PROJECTS.**

PACKAGE: - PA SYSTEM
ANNEXURE - D

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Supplier)

To,

Bharat Heavy Electricals Limited
PEM, BHEL Sadan, Plot No 25,
Sector -16A, Noida (UP)-201301

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref. Enquiry No. 77/26/6079/AJA Dated 01.07.2026

I/We, _____ declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
Plot No. 25, Sector – 16A, Noida (UP) 201301, INDIA
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Regd. Office
BHEL House Siri Fort
New Delhi-110049



Ref. Enquiry No.: 77/26/6079/AJA Dated 01.07.2026

**PROJECT: - 2X660 MW NTPC TALCHER TPP STAGE-III (EPC) & 2X800 MW
NTPC LARA STPP STAGE-II PROJECTS.**

PACKAGE: - PA SYSTEM

ANNEXURE - E

Enquiry No. 77/26/6079/AJA Dated 01.07.2026

DECLARATION BY MSE SUPPLIERS REGARDING OWNERSHIP STRUCTURE ALONG
WITH UDYAM CERTIFICATE

Any Supplier falling under MSE category shall furnish the following details & submit
documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-
commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Ajay Kumar
Sr. Engineer / PG-I, BHEL PS-PEM,
3rd Floor, BHEL Sadan Building,
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NTPC LARA STPP STAGE-II PROJECTS.**
PACKAGE: - PA SYSTEM

Enquiry No. 77/26/6079/AJA Dated 01.07.2026

Commercial compliance Annexure-F

S No.	Description	Bidder reply/confirmation
1.	EMD submitted/exempted and proof attached	
2.	Duly filled, signed & stamped NIT letter and Annexure-II attached with offer	
3.	Please provide rate of freight w.r.t. Total Ex Works Supply price quoted in offer	
4.	Please provide rate of GST quoted	
5.	Duly filled, signed and stamped local content and land border certificates are to be submitted with offer	
6.	Duly filled, signed and stamped Integrity pact is submitted with offer	
7.	Duly filled, signed and stamped Unprice format is submitted with offer	
8.	Duly filled, signed and stamped other annexures of NIT as per formats given, are submitted with offer	