



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

**TCN - 01**

Ref: PSER:SCT:LKP-E2429:TCN-01

Date: 26-05-2026

Sub	<b>Tender Change Notice (TCN) - 01</b>	
Job	Supply, Erection, Testing, Commissioning and Operation & Maintenance (O&M), for Construction Power sources & temporary illumination of all the working areas, at coal to chemical project, BCGCL Lakhanpur, Odissa.	
Ref	1.0	Tender no. PSER:SCT:LKP-E2429:26
	2.0	BHEL's NIT, vide reference no. PSER:SCT:LKP-E2429:11511 Date: 21-05-2026
	3.0	All other pertinent issues till date.

With reference to above, following points/documents, relevant to tender, may please be noted and complied with while submitting the offer.

1. The clarifications to bidder's queries are attached as Annexure-A1 to this TCN.
2. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
3. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD.

Manager / SCT

Encl.: As Above

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339 8000

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Supply, Erection, Testing, Commissioning and Operation & Maintenance (O&M), for Construction Power sources & temporary illumination of all the working areas, at coal to chemical project, BCGCL Lakhanpur, Odissa.	
Ref	1.0	Tender no. PSER:SCT:LKP-E2429:26
	2.0	BHEL's NIT, vide reference no. PSER:SCT:LKP-E2429:11511 Date: 21-05-2026
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:LKP-E2429:TCN-01 Date: 26-05-2026.
	4.0	All other pertinent issues till date.

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

Job: Supply, Erection, Testing, Commissioning and Operation & Maintenance (O&M) for Construction Power sources & temporary illumination of all the working areas, at coal to chemical project, BCGCL Laxhanpur, Odissa.				
Tender No.: PSER:SCT:LKP-E2429:26				
Revision/ Clarification of Tender Clause(s) ANNEXURE-A1 TO TCN-01				
Sl. No	Reference Clause of Tender Document	Existing Provision	Bidder's query	BHEL's Clarification
1	EMD Amount  NIT CLAUSE No. 1.0 (VII), PAGE NO .2	As per tender EMD Amount Rs. 2,00,000/-  bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no vii under clause no 1.0 of NIT.	We want to inform you that our company is a DPIIT-recognized Startup, and therefore entitled to the benefit of exemption from submission of Earnest Money Deposit / Bid Security under the governing Central procurement framework. In this regard, your kind attention is invited to the following binding / governing procurement provisions: Rule 170(i) of the General Financial Rules, 2017 Rule 170(i), as amended by the Department of Expenditure O.M. No F.20/2/2014-PPD (Pt.) dated 25.07.2017, specifically extends exemption from Bid Security / EMD to "Startups" as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), General Financial Rules, 2017 (updated up to 31.07.2025) The current text of Rule 170(i) continues to recognize exemption from Bid Security / EMD for DPIIT-recognized Startups. Manual for Procurement of Works, Second Edition, 2025, Department of Expenditure, Ministry of Finance The said Manual expressly provides under Support to Start-ups that: "Exemption from submission of Bid Security: Such Start-ups shall be exempted from submission of Earnest Money Deposit / Bid Security." Further, the Works Manual also clarifies in the chapter on Bid Security that registered Startups recognized by DPIIT are exempt from payment of EMD. Therefore, while works contracts may be outside the limited scope of the MSE Public Procurement Policy, the exemption available to a DPIIT-recognized Startup from submission of EMD / Bid Security stands independently supported under the GFR framework and the Department of Expenditure's Manual for Procurement of Works. In view of the above, denial of EMD exemption merely on the ground that the tender is a works tender is not correct where the bidder is a valid DPIIT-recognized Startup and is claiming the exemption in that capacity. Accordingly, we request you to kindly reconsider the clarification issued, permit our participation in the subject tender without submission of EMD / Bid Security in our capacity as a DPIIT-recognized Startup, and confirm that our bid shall be accepted without insisting upon EMD, subject of course to submission of valid Startup recognition documents and other tender compliances.	Shall be as per Tender
2	Payment term in Tender Doc. No. 3.0-SCT-LKP-E2429-VOL-ID-SCC, CLAUSE NO.10.3, PAGE NO. 28	Release of payment in each running bill including PVC Bills where ever applicable will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments. The 5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile. 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.	We confirm that we have reviewed the tender documents in detail; however, we are unable to locate a clear and unambiguous clause specifying the payment terms and conditions. We request you to kindly indicate the relevant clause number, if available. Further, clear payment provisions are essential for smooth project execution and financial planning. Accordingly, we request clarification on: • Payment milestones and corresponding percentages • Timeline for certification and release of payments • Retention amount and release mechanism, if any • Applicability of taxes, deductions, and statutory components We also request that the payment terms be aligned with the provisions of the MSMED Act, 2006 and the Public Procurement Policy for MSEs Order, 2012, ensuring timely release of payments to MSMEs. In absence of defined terms, we propose the following standard payment structure: • Supply Items: 80% on supply, 10% after installation/testing, 10% after commissioning • Supply & Installation: 75% on supply, 15% after installation/testing, 10% after commissioning • Civil/Other Works: 90% on certified completion, 10% after commissioning We request you to kindly consider and incorporate the above for clarity and smooth execution of the project.	Refer clause no. 44 of NIT (order of precedence). As per the clause, Cl no.53.0 of VOLUME-IF-TCC-CML "Terms of payment" shall prevail.
3	Electrical License in Tender Doc. No. VOLUME-IF-TCC-CML, CLAUSE NO. 4.36.2, PAGE NO. 7	As per tender document Clause 4.36.2 Valid Electrical Contractor's License of Orissa state. Valid Supervisory Competency Certificate.	With reference to Clause 4.36.2 of the tender document stating that "The bidder should have valid Electrical Contractor's License of Orissa state. Valid Supervisory Competency Certificate. we would like to submit the following request for your kind consideration. Kindly amend the Electrical Contractor License clause and allow bidders to execute the electrical works through a subcontractor holding a valid Electrical Contractor's License issued by the Electrical License Board of Orissa Valid Supervisory Competency Certificate. of the prescribed undertaking in the technical bid. This amendment will ensure compliance with statutory requirements while promoting wider and fairer participation of competent bidders, thereby enhancing competition and providing the Tendering Authority with a broader pool of qualified vendors	Shall be as mentioned in tender cl no.4.36.2 of VOLUME-IF-TCC-CML, contractor shall arrange the following "(f) Valid Electrical Contractor's License of Orissa state & (g) Valid Supervisory Competency Certificate."
4	Due date 01-Jun-2026 01:00 PM	Due date of tender : 01-Jun-2026 01:00 PM	Accordingly, you are requested to kindly confirm/clarify above queries and extend the due date of the bid submission by at least 10 days from your clarification date, so that we can quote our best prices in line to your requirement.	Shall be as per Tender