निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

Enquiry No- 77/26/6084/SAN **Date: 6-Jul-26**

BHEL invites offers from reputed Suppliers as per following terms and conditions -

1. Tender Type	**Open Tender (Domestic-Indian)**		
2. Package	**D/G EOT CRANES ABOVE 100T**		
3. Projects	**NLC TALABIRA THERMAL POWER PROJECT (3x800 MW)**		
4. Executing Agency	**BHEL-PSSR**		
5. End Customer	**NLC INDIA LIMITED**		
6. Mode of Enquiry	**E - PROCUREMENT**		
7. Numbers of Part bid	**2-Part bid (Techno-commercial and Price bid)**		
8. Due Date & Time	**For offer submission**	**16-Jul-26**	**12:00 PM**
	For P-1 bid opening	**16-Jul-26**	**04:00 PM**
9. Earnest Money Deposit (EMD) **(Refer S.no- 27 for details)**	Applicable	EMD Amount (Rs)	40,00,000
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII **(Refer S.no- 36 for details)**	**Nature of Package: Non - Divisible** **Only Class I Supplier (with local content 60% and above)**		
12. Technical Scope	As per Technical specification No: PE-TS-511-501-A501 Rev 00		
13. Pre-bid Clarification	Last Date for Seeking Clarification	**13-Jul-26**	
	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.		
14. Schedule of Pre-bid Discussion	Based on Bidder's Request, if required, Pre-Bid Meeting shall be arranged.		
15. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES	
	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 & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.		
16. CIF Content	Not Available		

17. Mode of Price Finalisation	BHEL shall be resorting to **Reverse Auction (RA)** (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders 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. In case of single qualified bid, price bid of single qualified bidder shall be opened.
18. HSE Guidelines	NA
19. Delivery Schedule	**Design & Engineering:** Drawing/ documents submission and re-submission shall be as per Technical Specification. **Main Supply:** **Crane #1** – Twelve (12) months from the date of LOA **Crane #2** – Fourteen (14) months from the date of LOA O&M spares shall be part of main supply and to be supplied with last consignment of main supply. **Supervision of E&C:** Personnel shall be deputed within 10 days of intimation. **Mandatory Spares:** To be delivered along with the last consignment of main supply within the contractual delivery period or 6 months from BHEL intimation, whichever is later. **Healthiness Check Service and Handing over activity of Crane**: Personnel shall be deputed within 10 days of intimation.
20. Delivery terms	FOR Despatch Station for supply
21. Payment Terms	**Design & Engineering:** 50% of price of Design/engineering Charges shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis. Bidder to submit additional BG of equivalent amount which shall be valid till completion of main supply. **Main Supply:** As per clause no-9.2.1 of GCTC of GCC BOP Rev-00. Last payment of 10% shall be released against load test. However, the payment shall be released against additional BG of equivalent amount if load test is delayed beyond 12 months from dispatch date due to reasons not attributable to supplier. Validity of this additional BG against release of last 10% payment shall be 24 months. **Supervision of E&C:** As per clause no-9.4 of GCTC of GCC BOP Rev-00. **Healthiness Check Service and Handing over activity of Crane**: As per clause no-9.4 of GCTC of GCC BOP Rev-00.

	Mandatory Spares: As per clause no-9.1.1 of GCTC of GCC BOP Rev-00. Note: Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 shall be read as- "Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.6.2 – 9.6.5: a. 90 days for non MSME as per MSMED Act b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."
22. Guarantee Period	Guarantee shall be as per clause no -12.0 of GCTC of GCC BOP Rev-00 except clause no-12.1. 2nd paragraph shall be read as: “Guarantee period for package (both the cranes) shall be 36 months from the date of load test of 2nd EOT Cranes.” Planned date of load test of 2nd TG Hall EOT Crane is 26.01.2028 as per project L2 schedule.
23. Price Basis	PVC Applicable, Refer **Annexure-B** for PVC
24. Variation of contract value as per clause no 6.0 of ITB of BOP GCC.	+/-10% (Refer **Annexure-XIII of GCC BOP Rev-00**)
25. Integrity Pact Applicability - Yes	In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL. a) Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in) b) Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in) c) Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)
26. **Tender Evaluation**	**Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.** The evaluation currency for this tender shall be INR. In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder’s final price. In the 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 L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL’s decision in such situations shall be final & binding.

	Successful bidder to submit price break up as per price format/BOQ

27. **Earnest Money Deposit (EMD):** 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)) and Central/ State PSUs/ Government deptts/ Autonomous/ Educational/ Research institutions).

Modes of deposit
The EMD shall be accepted only in the following forms:
i) Electronic Fund Transfer credited in BHEL account (before tender opening): https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdf
ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).
iii) Fixed Deposit Receipt (FDR)
iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT)
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 bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

Validity period of EMD: The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

EMD shall not carry any interest.

Forfeiture of EMD: -
I. 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.

II. 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.

Return of EMD: -
I. 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.

II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

28. **Performance Security:** Successful bidder is required to submit Performance Security to respective executing agencies as below within 14 days from the date of LOA:

i. Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of main supply based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

OR

ii. 5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of main supply based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

Validity of PS: As per clause no-11.3 of GCC Rev 07, Validity mentioned in Clause No.11.3 of GCC Rev 07 shall be applicable for all allowed instruments of performance security.

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. The Bank Guarantee format should have the approval of BHEL.
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.

Notes/Remarks
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.

The Performance Security shall not carry any interest.

29. **Breach of contract, Remedies and Termination -** Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:

i. Encashment of security instruments like EMD, Security Deposit with BHEL -PSSR against the said contract.

ii. 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 contractor, retention amount etc with BHEL - PSSR.

iii. balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.

(iv) If recovery is not possible then legal remedies shall be pursued

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

30. **Maximum Supervision of E&C Limit:** Clause no -3.2 of ITB of GCC BOP Rev-00 shall be read as "Supervision of E&C charges, if applicable should not exceed 2% of the total contract value, failing which the quoted amount shall be adjusted to 2% of the total contract value by BHEL at the time of ordering.

31. GST shall be payable extra at actual.

32. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.

All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

33. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

34. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

35. Bidder to submit declaration regarding Insolvency/ Liquidation/ Bankruptcy proceedings as per the format enclosed with NIT.

36. **Make in India:** For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from only Class-I Local Suppliers shall be considered.

Bidders are required to provide the following along with the part-1 bid:

i. Provide a certificate (in line with attached draft) from 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. Further, Provide the details of the location(s) at which the local value addition shall be made.

ii. Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

37. **Insurance Deductibles/Excess**: As per enclosed insurance policy of the project.

38. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid shall be subjected to the following conditions:

a) Qualifying Technical & Financial Pre-Qualification Requirement (attached Groupwise PQRs).

b) Techno-Commercial acceptance of offer by BHEL-PEM.

c) Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid

It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Supplier Zone- Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

39. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.

40. 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:

• *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.*

• *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.*

41. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

42. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components

43. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.

44. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

45. All 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.

46. At Sl.no. 17 of ITB of GCC BOP Rev.00, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"

47. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder

48. Conciliation & Arbitration shall be as per **Annexure-A** to NIT.

49. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01 (available on www.pem.bhel.com)) and other Terms and Conditions included in this Enquiry Letter.

    Bidders to agree with all the clauses of GCC BOP along with its Corrigendum-01 except clause no-27.0 of GCTC of GCC-BOP (available on www.pem.bhel.com**) & respective project SCC** and other Terms and Conditions included in this Enquiry Letter.

50. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

51. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal https://eprocurebhel.co.in/nicgep/app.

    Following documents need to be uploaded:

    - **Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)**
    - **Documents required for meeting Technical & Financial PQRs**
    - **Integrity Pact**
    - **Local Content Certificate in line with Make in India circular**
    - **Land Border Certificate**
    - **Declaration regarding Insolvency/ Liquidation/ Bankruptcy proceedings**
    - **Mandatory declaration by MSE bidders**
    - **Mandatory declaration by bidders regarding conflict of interest**
    - **Price Bid on e-procurement portal - https://eprocurebhel.co.in/nicgep/app**

52. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

53. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Sanjeev Kumar /Engineer-BOP **M/s Bharat Heavy Electricals Ltd.,** Project Engineering Management, BHEL Sadan, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-mail: Sanjeev_k@bhel.in Contact No.: 0120-2218522	**Upendra Chaudhary/DGM – BOP** **M/s Bharat Heavy Electricals Ltd.,** Project Engineering Management, BHEL Sadan HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-mail: upendrachaudhary@bhel.in Contact No.: 0120-2218557

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

Thanking You.
For and on behalf of BHEL

SANJEEV KUMAR

Digitally signed by SANJEEV KUMAR
DN: c=IN, postalCode=201301, st=UTTAR PRADESH, street=GAUTAM BUDDHA NAGAR, l=GAUTAM BUDDHA NAGAR, o=BHARAT HEAVY ELECTRICALS LTD., ou=BHEL, PS-PEM, serialNumber=9a160549da81651ce4aa59f1beed1efff238ecc0c9f68155bf4b5f7a37f56325, pseudonym=9142a5d444224b72a9937ccb0787c6d2, 2.5.4.20=abedd8d0c5e92f262765d26c245208a82f7ff92a896a73b3c099589e6aef5932, email=SANJEEV_K@BHEL.IN, cn=SANJEEV KUMAR
Date: 2026.07.06 16:04:30 +05'30'

Sanjeev Kumar
Engineer/ BOP/ PEM Noida

Enclosures: -

1. SCC of the Project
2. Technical PQR
3. Technical Specifications
4. Integrity Pact
5. Annexure-A for Conciliation & Arbitration
6. Annexure-B for PVC
7. Price format
8. Abridged version of applicable RA guidelines

Annexure-A to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. **"India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL**, **executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

PRICE ADJUSTMENT FORMULA FOR MAIN SUPPLY FOR DOUBLE GIRDER EOT CRANES ABOVE 100T PACAKGE

(1) The price adjustment formula is defined for price components related to Main Supply package.

(2) The amount of price adjustment shall be computed as under:

EC = EC1 - EC0

EC1 will be computed as follows:

$EC1 = EC0 \times \{F + a \times (0.8 \times A_1/A_0 + 0.2 \times B_1/B_0) + Lb \times L_1/L_0\}$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/PO.

(i) 'F' shall be fixed portion of the Ex-Works supply price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.55

(iii) 'A_1' & 'A_0' shall be Wholesale Price Index for "MANUFACTURE OF BASIC METALS" as published in RBI Bulletin 21, Sl.no. 1.3.14, Base: 2011-12 = 100

(iv) 'B_1' & 'B_0' shall be Wholesale Price Index for "MANUFACTURE OF ELECTRICAL EQUIPMENT" as published in RBI Bulletin-21, Sl.no. 1.3.17, Base: 2011-12 = 100

(v) 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.3.

(vi) (v) 'L_1' & 'L_0' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin 19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

For the indices,
Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.
Subscript '1' refers to indices of the month of reckoning the variated price which shall be the month before the month in which dispatch is made.
The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable to supplier.

2) The price adjustment shall be limited to (+) 10% of Ex-Works Price. There is no ceiling on negative PVC.

PRICE ADJUSTMENT FORMULA FOR SERVICE PART (SUPERVISION OF E & C AND HEALTHINESS CHECK) FOR DOUBLE GIRDER EOT CRANES ABOVE 100T PACAKGE

(1) The price adjustment formula is defined for price components related to Service part as per price break-up furnished by the Contractor.

(2) The amount of price adjustment shall be computed as under:

ER = ER1 - ER0

ER1 will be computed as follows:

$ER1 = ER0 \times \{F + Lb \times L_1 / L_0\}$

Where

ER = Adjustment in Service part (E&C Prices, without taxes & duties).

ER1 = Adjusted Amount of Service part (E&C Prices, without taxes & duties).

ER0 = Service part (E&C Prices, without taxes & duties) as per LOA/PO.

(i) 'F' shall be fixed component and shall be considered as 0.15.

(ii) 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the service part price which shall be considered as 0.85

(vii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin 19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(viii) For the indices,
Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the variated price which shall be the month before the month in which Service part (E&C) is carried out.

The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of work. Contractual work completion date would mean the Completion date mentioned in the order including amendments in work completion date (if any). PVC will not be applicable for the period beyond the contractual work completion date where delay is attributable to supplier.

2) The price adjustment shall be limited to (+) 10% of Service part (E&C Prices, without taxes & duties). There is no ceiling on negative PVC.

PRICE ADJUSTMENT FORMULA FOR MANDATORY SPARES PORTION FOR DOUBLE GIRDER EOT CRANES ABOVE 100T PACAKGE

(1) The price adjustment formula is defined for price components related to Mandatory Spares Portion.

(2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1bco / A0bco + Lb \times L1 / L0\}$$

Where

EC = Adjustment in Ex-Works supply Price.
EC1 = Adjusted Amount of Ex-Works supply Price.
EC0 = Ex-Works supply Price as per LOA.

(i) ‘F’ shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) ‘a’ shall be co-efficient which shall be considered as 0.6

(iii) A1bco & A0bco are as per “ALL COMMODITIES” as published in RBI Bulletin 21, Sl. No. 1 respectively, Base: 2011-12 = 100

(iv) 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin 19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued.

The latest available indices are to be extrapolated to the above defined month w.r.t. the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

1) The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable to supplier.

2) The price adjustment shall be limited to (+) 10% of Ex-Works Mandatory Spares Price. There is no ceiling on negative PVC.

MAIN PRICE FORMAT

NAME OF PROJECT:	3X660 MW NLC TALABIRA	Enquiry No: 77/26/6084/SAN Date 06.07.2026
NAME OF PACKAGE:	150/30T DOUBLE GIRDER EOT CRANES FOR TG HALL	
TECHNICAL SPECIFICATION:	PE-TS-511-501-A501	

				Supply				Service		
S. No.	DESCRIPTION	UNIT	QTY	Total Ex-Works (excluding GST) (INR)	Freight in %	Freight in INR	Total FOR Site Price Excluding GST	Unit Price (INR)	Total Price (INR)	Total Scope (Supply + Services)
1.0	Total lump sum firm price for ENGINEERING PART, SUPPLY PART, SERVICE PART (SUPERVISION), MANDATORY SPARES, HEALTHINESS CHECK SERVICES comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables along with all accessories and spares for erection, start up and commissioning, slings for load/overload testing of cranes, forwarding, proper packing, shipment and delivery at site, supervision of unloading , supervision of erection and commissioning including load/overload testing of cranes, healthiness check service of EOT cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1							₹ -
2.0	**MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE**									
2.1	Total lump sum firm price for **ENGINEERING** part comprising of design (i.e. Preparation, submission & approval of drawing/ documents) , engineering and structure analysis for project and package specified for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1	NA					₹ -	₹ -
2.2	Total lump sum firm price for **SUPPLY** part comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables along with all accessories and spares for erection, start up and commissioning, slings for load/overload testing of cranes, forwarding, proper packing, shipment and delivery at site for the total scope for EOT cranes defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Price break up to be furnished at Annexure- I).	Nos.	2	₹ -		₹ -	₹ -	NA		₹ -
2.3	Total lump sum firm price for **SERVICE** part comprising of Supervision of unloading , supervision of erection and commissioning including load/overload testing of cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Price break up to be furnished at Annexure-II).	Lot	1	NA				₹ -	₹ -	₹ -
2.4	Total lumpsum firm price for **MANDATORY SPARES** comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery as per NIT including warranty as per tender technical specification above, amendment & agreements till placement of order. (Price break up of mandatory spares is to be furnished as per Annexure- III).	Nos.	1	₹ -		₹ -	₹ -	NA		₹ -
2.5	Total lumpsum firm prices for **Healthiness Check Services** after commissioning of crane/s and handing over of cranes to End Customer within Guarantee period for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order (Price break up of Healthiness check services is to be furnished as per Annexure- IV).	Set	1	NA				₹ -	₹ -	₹ -

Note:
1) Engineering Charges (quoted against Sl no 2.1) shall not be more than 5% of supply price (excluding taxes and duties) quoted at sl no 2.2, failing which breakup shall be adjusted accordingly from supply price for ordering.
2) Please note that the complete engineering of the package is in the scope of bidder as per the tender requirement. However, for the payment purpose 50% of price as per sl. no. 2.1 shall be made against basic engineering (i.e. Preparation, submission & approval of BASIC ENGINEERING DRAWING/ DOCUMENTS as indicated in tender specification) and the remaining payment shall be made for the balance engineering part (i.e. Preparation, submission & approval of BALANCE ENGINEERING DRAWING/ DOCUMENTS as indicated in tender specification) on pro rate basis.

ANNEXURE-I: PRICE BREAKUP FOR SUPPLY PART					
NAME OF PROJECT:	3X660 MW NLC TALABIRA				
NAME OF PACKAGE:	150/30T DOUBLE GIRDER EOT CRANES FOR TG HALL				
TECHNICAL SPECIFICATION:	PE-TS-511-501-A501				
S. No.	**DESCRIPTION**	**UNIT**	**QTY**	**Unit Ex-Works Price (INR)**	**Total Ex-Works Price (INR)**
	BROAD BREAK-UP OF S.N. 2.2 OF MAIN SHEET ARE AS A.0 BELOW				
A.0	Total lump sum firm price for SUPPLY part comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables along with all accessories and spares for erection, start up and commissioning, slings for load/overload testing of cranes, forwarding, proper packing, shipment and delivery at site for the total scope for EOT cranes defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.				
1.0	**MAJOR BREAK-UP OF PRICES GIVEN IN A.0**				
1.1	Total Ex. Work price for Cranes including storm brake and all other accessories (Excluding DSL,Rail, , temporary cables, maintenance tools & tackles, Slings, Erection & commissioning spares, Operation & Maintenance spares)	Nos.	2		₹ -
1.2	Total Ex. Work price for SUPPLY part for DSL ALONG WITH ACCESSORIES (FOR BAYLENGTH 450.5 M)	MTR	450.5		₹ -
1.3	Total Ex. Work price for SUPPLY part for RAIL ALONG WITH ACCESSORIES (FOR BAYLENGTH 450.5 M)	MTR	901		₹ -
1.4	Total Ex. Work price for SUPPLY part for temporary cables (250 m).	set	2		₹ -
1.5	Total Ex. Work price for SUPPLY part for Maintenance tools & tackles	set	1		₹ -
1.6	Total Ex. Work price for SUPPLY part for slings for load/overload testing of cranes	set	1		₹ -
1.7	Total Ex. Work price for SUPPLY part for Erection & Commissioning Spares	set	2		₹ -
1.8	Total Ex. Work price for SUPPLY part for Operation & maintenance spares (Price break up to be furnished at Annexure- V).	set	1	₹ -	₹ -
GRAND TOTAL (1.1 to 1.8)					₹ -

Note:
1) Bidder to note that there shall be no implication with reference to change of Lift upto (+/-) 500 mm as indicated in Crane Clearance Diagram.
2) Any variation in baylength will be adjusted based on unit rates arrived from 1.2,1.3 and 1.4 above.

ANNEXURE II: PRICE BREAKUP FOR SERVICE PART
(SUPERVISION OF UNLOADING, ERECTION AND COMMISSIONING & LOAD TESTING OF CRANES)

NAME OF PROJECT:	**3X660 MW NLC TALABIRA**
NAME OF PACKAGE:	**150/30T DOUBLE GIRDER EOT CRANES FOR TG HALL**
TECHNICAL SPECIFICATION:	**PE-TS-511-501-A501**

S. No.	DESCRIPTION	UNIT	QTY	UNIT PRICE (INR)	TOTAL PRICE (INR)
1.0	Total lump sum firm price for SERVICE part comprising of Supervision of unloading , supervision of erection and commissioning including load testing of cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.				
2.0	**Break Up Prices of 1.0**				
2.1	Total lump sum prices for **visits** (should include travel expenses to/ fro site, intermediary stay) for Supervision of unloading , supervision of erection and commissioning including load testing of cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Nos.	8		₹ -
2.2	Total lump sum prices for **SUPERVISION** (in days) of Supervision of unloading , supervision of erection and commissioning including load testing of cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	days	132		₹ -
2.3	Total of 2.0 (2.1. to 2.2)				₹ -

Note:
1. No. of days at site defined at S.N. 2.2 above shall be calculated on the basis of presence at site (travel time is excluded).
2. No. of Visits and Days for supervision may vary depending on site requirement. Any variation in no. of visits & no. of days shall be exercised based on unit rate arrived from S.N. 2.1 & 2.2 above respectively.
3. Payment shall be made on pro-rata basis.

ANNEXURE-III
PRICE BREAKUP FOR MANDATORY SPARES

NAME OF PROJECT: 3X660 MW NLC TALABIRA			
NAME OF PACKAGE: 150/30T DOUBLE GIRDER EOT CRANES FOR TG HALL			
TECHNICAL SPECIFICATION: PE-TS-511-501-A501			
S. NO.	**ITEM DESCRIPTION**	**QUANTITY**	**Total Ex-Works (excluding GST) (INR)**
A)	**Long Travel Unit**		
i)	Set of Bearings of Wheels	1Set	
ii)	Set of Gearbox Bearings with Sleeves	1Set	
iii)	Long Travel end Shaft Bearings	1Set	
iv)	Set of Seals for Travel Gear Box	1Set	
v)	Long Travel Brake Shoes, Liners with rivets	2Sets	
vi)	Complete Set of Hydraulic Thruster for Brakes (if applicable)	1 No.	
vii)	Brake Spring	1Set	
viii)	Brake Coil	2Sets	
ix)	Motor	1 No.	
B)	**Cross Travel Unit**		
i)	Set of Axle Bearings	1Set	
ii)	Set of Gearbox Bearings with Sleeves	1Set	
iii)	Set of seals for Gearbox	1Set	
iv)	Cross Travel end Shaft Bearing	1Set	
v)	Cross travel Brake Shoes, Liners with rivets	2Sets	
vi)	Complete Set of Hydraulic Thruster for Brakes (if applicable)	1 No.	
vii)	Brake Spring	1Set	
viii)	Brake Coil	2Sets	
ix)	Motor	1 No.	
C)	**Main hoist**		
i)	All Bearings used in all Gear Assemblies, Lifting Hook, Trolley wheels, pulley etc.	1 Set	
ii)	Set of seals for Gearbox	1 Set	
iii)	Complete Set of Hydraulic Thruster for Brakes (if applicable)	1 No.	
iv)	Brake Shoes [Brake shoes, liner with rivets for each size of brake (Pair of each size)	2 Sets	
v)	Brake Springs	2 Sets	
vi)	Motor	1 no.	
vii)	Brake Coil	2 Sets	
viii)	Wire Rope	1 complete length	
D)	**Aux. hoist**		
i)	All Bearings used in all Gear Assemblies, Lifting Hook, Trolley wheels, pulley etc	1 Set	
ii)	Set of seals for Gearbox	1 Set	
iii)	Complete Set of Hydraulic Thruster for Brakes (if applicable)	1 No.	
iv)	Brake Shoes [Brake shoes, liner with rivets for each size of brake (Pair of each size)	2 Sets	
v)	Brake Springs	2 Sets	
vi)	Motor	1 no.	
vii)	Brake Coil	2 Sets	
viii)	Wire Rope	1 complete length	
	Electrical		
i)	Limit Switches for:		
	a) Main Hoist	1 Set	
	b) Aux. Hoist	1 Set	
	c) Cross Travel	1 Set	
	d) Long Travel	1 Set	
F)	**VVVFD System (as applicable)(For Cranes and Hoists)**	One Complete VVVFD unit - (To be repeated for each type, make, Model, rating & area of application)	
	TOTAL		₹ -
NOTES			
1	For other notes, please refer General Technical Requirements of Technical specification.		
2	Any variation in quantity of items during detail engineering shall be adjusted based on prices quoted above against each item.		

ANNEXURE IV: PRICE BREAKUP FOR HEALTHINESS CHECK SERVICES

NAME OF PROJECT:	**3X660 MW NLC TALABIRA**
NAME OF PACKAGE:	**150/30T DOUBLE GIRDER EOT CRANES FOR TG HALL**
TECHNICAL SPECIFICATION:	**PE-TS-511-501-A501**

S. No.	DESCRIPTION	UNIT	QTY	UNIT PRICE (INR)	TOTAL PRICE (INR)
1.0	Total lumpsum firm prices for HEALTHINESS CHECK SERVICE for cranes during Guarantee period and handing over of cranes to end customer for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.				
2.0	**Break Up Prices of 1.0**				
2.1	Total lump sum prices for **visits** (should include travel expenses to/ fro site, intermediary stay) for healthiness check services for 2 nos. 150/30T Double Girder Cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	No of Visits	12		₹ -
2.2	Total lump sum prices for **Healthiness check services** (in days) for 2 nos. 150/30T Double Girder Cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Days	48		₹ -
2.3	Total lump sum prices for **Handing over activity of both cranes** to End Customer as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1		₹ -
2.4	**Total of 2.0 (2.1. to 2.3)**				₹ -

Note:
1. No. of days at site defined at S.N. 2.2 above shall be calculated on the basis of presence at site (travel time is excluded).
2. No. of Visits and Days for healthiness check service may vary pending on site requirement. Any variation in no. of visits & no. of days shall be exercised based on unit rate arrived from S.N. 2.1 & 2.2 above respectively.
3. Payment shall be made on pro-rata basis.

ANNEXURE-V PRICE BREAKUP FOR OPERATION & MAINTENANCE SPARES				
NAME OF PROJECT: 3X660 MW NLC TALABIRA				
NAME OF PACKAGE: 150/30T DOUBLE GIRDER EOT CRANES FOR TG HALL				
TECHNICAL SPECIFICATION: PE-TS-511-501-A501				
S. NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UOM**	**TOTAL EX-WORKS PRICE (INR)**
	Operation and maintenance Spares			
a.	Gear Oil in sealed packets/containers.	40	litres	
b.	Grease in sealed packets/containers.	40	kg	
c.	Brake Oil in sealed packets/containers.	240	litres	
d.	Cardium compounds in sealed packets/containers.	60	kg	
e.	Brake shoes	2	Set	
f.	Brake liners	2	Set	
g.	Brake springs	2	Set	
h.	Oil seal for gear box	2	Set	
i.	Main & auxilliary contactors of each type and rating	1	Set	
j.	Overload relays of each rating	1	Set	
k.	Bearing for motors of each size and rating	2	Set	
m.	Limit switch of each type and rating	2	Set	
n.	Push button of each type and rating	1	Set	
o.	Panel lights, indicating lamps etc	1	Set	
p.	Main Isolating switch cum Changeover with box and lever	1	Nos	
q.	Fuse of each type and rating	1	Set	
r.	MCB/MCCB of each type and rating	1	Set	
s.	Under bridge and over bridge lights of each type and rating	1	Set	
t	Tags for cables, panels, JBs etc.	1	Set	
u	Master Controllers for all motions	1	Set	
v	Accessories i.e Rail clamps , alignments blocks, washers, springs , bolts etc. for rail fixing.	For approximately 3% of total rail length		
TOTAL				₹ -
NOTES				
1	One (1) Set is defined as 100% requirement for one crane.			
2	For other notes, refer Technical specification.			
3	Any variation in quantity of items shall be adjusted based on prices quoted above against each item.			

ANNEXURE-II DEVIATION SHEET (COST OF WITHDRAWAL)

PROJECT:-	3X660 MW NLC TALABIRA
PACKAGE :-	150/30T DOUBLE GIRDER EOT CRANES FOR TG HALL
TENDER ENQUIRY :-	77/26/6084/SAN Date 06.07.2026
NAME OF THE BIDDER	

Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	**TECHNICAL DEVIATION**								
1.01									
1.02									
1.03									
1.04									
1.05									
1.06									
1.07									
1.08									
2	**COMMERCIAL DEVIATION**								
2.01									
2.02									
2.03									
2.04									
2.05									
2.06									
2.07									
2.08									

NOTES:
1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3.Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4.Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6.The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7.Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.
13. In case of descrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.