



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**PROJECT ENGINEERING MANAGEMENT**  
**NOTICE INVITING TENDER (NIT)**

Enquiry No- 77/24/6099/NIY

Date-9-Apr-25

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

1. Mode of Enquiry	E - PROCUREMENT	
2. Tender Type	<b>Open Tender (Domestic-Indian)</b>	
3. Project	<b>2 X 800 MW NTPC LARA STPS STAGE-II</b>	
4. End Customer	<b>NTPC</b>	
5. Package	<b>STATION LIGHTING SYSTEM (Turnkey package)</b>	
6. Nature of Package (Divisible/Non-Divisible)	<b>Non-Divisible</b>	
7. Due Date & Time for Offer Submission (10 days)	-19-Apr-25	<b>14:00:00 IST</b>
8. Opening of Part I bid	-19-Apr-25	<b>17:00:00 IST</b>
9. Earnest Money Deposit (EMD)	EMD applicable = Rs 40,00,000/-	
10. Tender Cost	Nil	
11. Customer Approval Required	Yes	
12. Eligibility of Local Supplier as per MII	<b>Only Class I Supplier (with local content 60% and above)</b>	
13. Technical Scope	As per Technical specification No: PE-TS-508-558-E001	
14. Numbers of Part bid	<b>2-Part bid (Techno-commercial and price bid)</b>	
15. CIF Content	Not Available	CIF Value: Not Applicable
16. Schedule of Pre-Bid Discussion	15-Apr-2025 11:00 AM at BHEL PEM Noida office.	
17. Performance Security (PS)	YES	
18. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
19. HSE Guideline	Applicable	
20. Delivery terms for Supply	FOR Despatch Station	
21. Quantity Variation	a) Overall quantity variation shall remain +/- 30% of total order value in line with cl. No. 6.0 of GCC Rev. 07 b) Quantities released (in Lots) up to 100% of contract value shall be intimated within 03 years from the date of original PO. c) Quantity variation of Supply and E&C up to 30% of order values may exceed 03 years upto another 02 years. d) Prices shall remain firm for Supply as well as E&C except for items where PVC is applicable.	
22. Delivery Schedule:	The delivery schedule for this package is as below	
(A) Main Supply	<b>Lot-1- Main Supply:</b> Delivery completion shall be 270 days from the PO date.  <b>Subsequent Lots/E&amp;C Spares-</b> 120 days from BHEL clearance. Separate manufacturing clearance will be issued for Subsequent Lots/E&C spares.  Drawing/ documents submission and re-submission shall be as per Technical Specification.	
(B) E&C	Within 120 days from the date of clearance/availability of working front at site. Front clearance shall be considered as the date on which BHEL intimate bidder their readiness for installation/commissioning for the lighting system.	
23. PVC (Price Variation Clause)	shall be applicable as per enclosed PVC Annexure to NIT. PVC is applicable only for supply portion of Lighting Distribution Boards and its Transformers, Lighting panels and Lighting Poles. For balance portion, prices shall be firm till completion of contract.	



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**24. Integrity Pact Applicability**

YES

IP is a tool to ensure that activities and transactions between the Company and its Suppliers are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC.

- a) 1. Shri Otem Dai, IAS (Retd.) iem1@bhel.in
- b) 2. Shri Bishwamitra Pandey, IRAS (Retd.) iem2@bhel.in
- c) 3. Shri Mukesh Mittal, IRS (Retd.) iem3@bhel.in

The IP (format as enclosed) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those Suppliers 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.

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 any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.

"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 officials whose contact details are provided below."

**Details of Contact person:**

Ms. Niyati Aggarwal  
Sr.Manager, PG-I  
E-Mail: niyati@bhel.in  
Ph. No. +91-120- 6748233;  
Mob: 9910664864

Ms. Manisha Gupta  
Sr.Manager, PG-I  
E-Mail: Manisha.gupta@bhel.in

**M/s. Bharat Heavy Electricals Ltd.,  
Project Engineering Management,  
BHEL Sadan, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA**

**25. EMD**

**EMD of Rs 40,00,000/** 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:** EMD shall be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account details is given at the link <https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf>
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with 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 pt.1.2(ii)) 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/offer validity period. The EMD shall also be extended in case of extension of bid/offer validity.**

**Forfeiture and Release/Return of EMD:**



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- i) A Supplier's EMD will be forfeited if the Supplier 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 Supplier fails to furnish the required performance security within the specified period mentioned in the Tender.
- ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at <https://www.bhel.com/supplier-registration>.
- iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).

**EMD shall not carry any interest.**

**26. Payment terms**

(A) Main Supply & E&C spares	As per clause no. 9.3.1 of GCTC of GCC Rev-07.
(B) E&C	As per clause no. 9.4 of GCTC of GCC Rev-07.

27. Payment timelines shall be read as follows in place of 60 days (Clause no 9.6 of GCTC of GCC Rev-07)-
- 90 days for non MSME vendors
  - 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
  - 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

**28. Liquidated damages** as per Cl. No. 16 of GCTC of GCC Rev-07 and Corrigenda-02 to GCC Rev-07.

<b>29. Performance Security (PS)</b>	PS applicability	Applicable
	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 cl no. 11 of GCC Rev-07. Initial PBG validity: - Initial e-PBG validity shall be 30 months from PO Date. However, BG will be released only after completion of all contractual liability or guarantee period whichever is later. BG for supply portion (complete in all respect) to be submitted in favour of BHEL PEM NOIDA and for E&C JOB portion to be submitted to respective



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		BHEL –Region/Site, i.e. BG to be submitted in favour of ordering/paying agency.
	Modes of deposit	<p>Performance security may be furnished in the following forms:</p> <p>a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>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.</p> <p>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).</p> <p>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).</p> <p>e) Insurance Surety Bond.</p> <p>(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)</p> <p>Performance Security is to be furnished within 14 days from the date of PO/LOA and it 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.</p>
	Remarks for PS	<p>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>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.</p> <p>c) In case of private sector banks, a clause to 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 NCR.</p> <p>The Performance Security shall not carry any interest.</p>
<b>30. Breach of contract, Remedies and Termination</b>		<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with executing agency (PS-Regions/PEM as applicable) against the said contract</p> <p>(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 Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued.</p> <p>The balance scope shall be got done independently without Risk &amp; 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.</p>



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31. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), **General Conditions of Contract (GCC)-Rev-07 along with its Corrigendum-01 & 02** which is available on [www.pem.bhel.com](http://www.pem.bhel.com) and other Terms and Conditions included in this Enquiry Letter.

**Bidders to agree with all the clauses of GCC Rev-07 along with its Corrigendum-01 & 02 except clause no-27.0 of GCTC of GCC-Rev-07 (available on [www.pem.bhel.com](http://www.pem.bhel.com)) & SCC of the project.**

32. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.

***Note: This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.***

33. Bidder to note that this is an Open Tender (Indian) enquiry & RA shall be subject to following conditions:
- Qualifying Technical & Financial Pre-Qualification Requirement (attached).
  - Techno-commercial acceptance of offer by BHEL-PEM.
  - 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 format enclosed herewith along with their technical bid.

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at [www.pem.bhel.com](http://www.pem.bhel.com)-->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

34. **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.

35. BHEL shall be resorting to **Reverse Auction (RA)** (Guidelines as available on [www.bhel.com](http://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.

Bidders to note that the elimination of the bids in RA shall be as per RA guidelines.

RA shall be done at Evaluation cost as mentioned above at Clause No. 34 of NIT.

However, separate price break-up may be submitted by the L1 bidder (after RA) in case of any further price reduction.

In case of single qualified bid, price bid of single qualified bidder shall be opened.

36. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) & BHEL-PEM website ([www.pem.bhel.com](http://www.pem.bhel.com)). Bidders should regularly visit websites to keep themselves updated.





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

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

39. Construction Power & Construction water shall be as per SI No 25 of SCC.

40. **Insurance: Transit insurance of the package shall be in bidder's scope.** Other insurance details shall be applicable as per cl no. 15B of SCC Rev-00.

CI No. 17.00 of GTCTC of GCC Rev-07 shall be superseded by following clause:

**“17.0 INSURANCE**

17.1 It is the entire responsibility of the successful bidder to insure their workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per statutory act. The successful bidder shall also insure their staff against accident/ injury with Workmen's compensation policy, group personal insurance etc. as may be applicable.

17.2 The successful bidder shall take insurance covering for all materials (excluding plant material), tools & plants, manpower, workers, etc., required to be provided & deployed for the job by the bidder.

17.3 These insurance covers have to be taken prior to start of work and they shall make available the policy to Construction Manager, BHEL for necessary verification before start of work. However, irrespective of such verification/ acceptance, sole responsibility to maintain adequate insurance cover at all times during the period of contract shall lie with the successful bidder. Regarding aforesaid insurance cover, the successful bidder shall directly deal with the insurance company for all matters regarding the insurance in his scope.

17.4 BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities.

17.5 Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy No shall be intimated in due course of time.

17.6 The successful bidder will take necessary precautions/ due care to protect the material at project site, while in their custody from any damage/ loss till the same is handed over to BHEL/ customer at project site. For lodging/ processing of insurance claim the successful bidder will submit necessary documents. BHEL reserve the right to recover the loss from the successful bidder in case the damage/ loss is due to negligence/ carelessness on the part of the successful bidder. In case of theft of material under successful bidder's custody, the same shall be reported to Police by the successful bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the successful bidder of their contractual obligation for the materials in his custody.

17.7 In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging the duties and obligations of the successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the successful bidder.

17.8 In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the successful bidder, the entire cost of repair/replacement will be recovered from the successful bidder.

17.9 It will be responsibility of the successful bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the successful bidder as and when available.”

41. GST shall be payable extra at actual.

42. Bidders are requested to refer clause no 26.0 of GCC Rev 07. Make in India. For this procurement, the local content to categorise 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



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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.

This package is not divisible in nature. The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-1 Local Suppliers** (meeting minimum 60% local content requirement) 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.**

**Please submit the extract of AGM Resolution/ Directors meeting (as applicable) of your company regarding appointment of statutory auditor or cost auditor of current year.**

43. 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.

44. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

45. A bidder shall not have **conflict of interest** with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal,or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid,
- or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

46. 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.

47. **Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders 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**



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- **Local Content Certificate in line with Make in India circular.**
- **Land Border Certificate.**
- **Integrity Pact**
- **Documents required for meeting Technical & Financial PQRs**
- **Un-price bid, Annexure-II of GCC- Rev 07 (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.**

48. It shall be the responsibility of the bidder 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.

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

Niyati Aggarwal  
Sr.Manager/ PG I/ PEM Noida

**Enclosures:** - (1) SCC of the Project (2) Financial PQR (3) Technical Specifications (4) Technical PQR (5) Draft format for Make in India certificate (6) Format for land/ border declaration (7) Cost of withdrawal of deviation(s) as per annexure II of GCC-Rev-07 (8) PVC Annexure