	<p style="text-align: center;"><b>BHARAT HEAVY ELECTRICALS LIMITED (BHEL)</b></p>	<p style="text-align: center;"><b>GENERAL CONDITIONS OF CONTRACT GCC – BOP</b></p> <p style="text-align: center;"><b>Revision no. 00</b></p>	<p style="text-align: center;"><b>ANNEXURES</b></p>
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**ANNEXURE– VIII**

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.


1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

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himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

**Section 3 – Disqualification from tender process & exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.


**Section 4 – Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

**Section 5 – Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

**Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 –Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations! views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious



## To be given on Letter head of Bidder

Ref: .....

Date: .....

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building,

Plot No 25, Sector -16A

Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package: .....

Dear Sir,

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 .....(Company name), is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

**To be given on Letter head of Statutory auditor/Cost auditor**

Ref: .....

Date: .....

To,

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

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

We hereby certify that items of .....(Package name)  
for.....(Project Name) offered by M/s .....(bidder's name)  
having its works/office at ..... has local content of .....%.

Further, it is also certified that the local content percentage (%) 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-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and subsequent orders dated 16.09.2020 & 16.11.2021 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

PRICE SCHEDULE ANNEXURE-A							Doc No:	PE-PF-457-167-A102		
							Rev No:	0		
							Date of issue	07.09.2022		
NAME OF PROJECT:				3x660 MW NPGCPL NABINAGAR STPP (FGD PKG)						
NAME OF PACKAGE:				MISCELLANEOUS TANKS FOR FGD PACKAGE (SITE FABRICATED)						
TECHNICAL SPECIFICATION:				PE-TS-457-167-A102						
VENDORS NAME										
S. No.	DESCRIPTION	UNIT	QTY	AMOUNT (Ex-Works)	E&C PRICES	FREIGHT IN %	FREIGHT IN INR	TOTAL FOR without GST	Total FOR without GST in words	
1.0	Total lump sum firm price for <b>Supply part and Services part</b> 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,consumables alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, unloading, handling, transportation & storage at site, in-site transportation, assembly, erection & commissioning, final painting at site, minor civil work,and carrying out Performance guarantee / Functional / Demonstration tests at site (as applicable), training of customer/client O&M staff and final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1							
2	<b>MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.</b>									
2.1	Total lump sum firm price for <b>Supply part</b> 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,consumables alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site for the total scope defined as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order. <b>(Break-Up as per Annexure-I)</b>	Lot	1	0	NA		0	0		
2.2	Total lumpsum firm prices for <b>Services part</b> comprising of unloading, handling, transportation & storage at site, in-site transportation, assembly, erection & commissioning, final painting at site, minor civil work and carrying out Performance guarantee / Functional / Demonstration tests at site (As applicable),Training to customer/ client personnel covering hands on experience of operation and maintenance and handover in flawless condition of the package to the end customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order. <b>(Break-Up as per Annexure-II)</b>	Lot	1	NA	0		NA		0	
<b>GRAND TOTAL</b>								0	0	
<b>Notes:</b> 1.) Bidder to quote the Prices in 'figures' along with corresponding 'words'.										
<b>Particulars of bidder / authorised representative</b>										
<b>Name</b>	<b>Designation</b>	<b>Signature</b>	<b>Date</b>	<b>Company Seal</b>						

PRICE SCHEDULE ANNEXURE-I		Doc No:	PE-PF-457-167-A102		
		Rev No:	0		
		Date of issue	07.09.2022		
<b>NAME OF PROJECT:</b>		<b>3x660 MW NPGCPL NABINAGAR STPP (FGD PKG)</b>			
<b>NAME OF PACKAGE:</b>		<b>MISCELLANEOUS TANKS FOR FGD PACKAGE (SITE FABRICATED)</b>			
<b>TECHNICAL SPECIFICATION:</b>		<b>PE-TS-457-167-A102</b>			
<b>VENDOR NAME</b>					
S. No.	Description	UNIT	QTY	UNIT EX-WORKS	TOTAL Ex-Works
<b>BREAK-UP OF SUPPLY PRICES GIVEN IN 2.1 OF MAIN SHEET.</b>					
2.1	Total lump sum firm price for <b>Supply part</b> 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,consumables alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site for the total scope defined as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order.	Lot	1		0
	Break up prices for items covered in clause 2.1 above.				
2.1.1	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares,4 mm thk. Rubber lining including adhesives etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for Limestone slurry storage tanks ( 2 nos).	Lot	2		0
2.1.2	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares,4 mm thk. Rubber lining including adhesives etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for Auxiliary absorbent tank (1 no).	Lot	1		0
2.1.3	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares,4 mm thk.. Rubber lining including adhesives etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for primary hydrocyclone tank (1 no).	Lot	1		0
2.1.4	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares,3 mm thick Vinyl Ester based flake glass lining including adhesives etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for Secondary hydrocyclone tank (1 no).	Lot	1		0
2.1.5	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares,3 mm thick Vinyl Ester based flake glass lining including adhesives etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for Waste water tank (1 no)..	Lot	1		0
2.1.6	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares,3 mm thick Vinyl Ester based flake glass lining including adhesives etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for Filterate water tank (1 no)..	Lot	1		0
2.1.7	structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, pipes & fittings, paints, commissioning spares, 3 mm thick Vinyl Ester based flake glass lining for the total scope defined in technical specification (PE-TS-457-167-A102) for Limestone Area drain pit (1 no).	Lot	1		0
2.1.8	structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, pipes & fittings, paints, commissioning spares,3 mm thick Vinyl Ester based flake glass lining for the total scope defined in technical specification (PE-TS-457-167-A102) for Gypsum dewatering area drain pit (1 no)..	Lot	1		0
2.1.9	structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, pipes & fittings, paints, commissioning spares, 3 mm thick Vinyl Ester based flake glass lining for the total scope defined in technical specification (PE-TS-457-167-A102) for Absorber Area Drain Pits (4 nos).	Lot	3		0
2.1.10	MS Plates, Structural steel for tanks,fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, Epoxy lining etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for Process water tanks (2 nos).	Lot	2		0
2.1.11	MS Plates, Structural steel for tanks,fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares,Epoxy lining etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for Belt wash tanks(2 nos) .	Lot	2		0
2.1.12	MS Plates, Structural steel for tanks,fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares,Epoxy lining etc. for the total scope defined in technical specification (PE-TS-457-167-A102) for Cake wash tanks(2 nos).	Lot	2		0
2.1.13	Special tools and tackles (if any)	Lot	1		0
<b>TOTAL</b>					0
<b>Particulars of bidder / authorised representative</b>					
<b>Name</b>	<b>Designation</b>	<b>Signature</b>	<b>Date</b>	<b>Company Seal</b>	

PRICE SCHEDULE ANNEXURE-II		Doc No:	PE-PF-457-167-A102		
		Rev No:	0		
		Date of issue	07.09.2022		
NAME OF PROJECT:		3x660 MW NPGCPL NABINAGAR STPP (FGD PKG)			
NAME OF PACKAGE:		MISCELLANEOUS TANKS FOR FGD PACKAGE (SITE FABRICATED)			
TECHNICAL SPECIFICATION:		PE-TS-457-167-A102			
VENDOR NAME					
S. No.	Description	UNIT	QTY	UNIT E&C PRICES	TOTAL E&C PRICES
<b>BREAK-UP OF SERVICES PRICES GIVEN IN 2.2 OF MAIN SHEET.</b>					
2.2	Total lumpsum firm prices inclusive of all prevailing taxes, duties and other levies for <b>Services part</b> comprising of unloading, handling, transportation & storage at site, in-site transportation, assembly, erection & commissioning, final painting at site, minor civil work and carrying out Performance guarantee / Functional / Demonstration tests at site (As applicable), Training to customer/ client personnel covering hands on experience of operation and maintenance and handover in flawless condition of the package to the end customer complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification as specified above, amendment & agreements till placement of order.	Lot	1		0
Break up prices for items covered in clause 2.2 above.					
2.2.1	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Erection of agitator for Limestone slurry tanks (2 nos. vertical type), 4 mm thk. Rubber lining including adhesives etc. for the total scope defined in technical specification (PE-TS-463-167-A102) for Limestone slurry storage tanks (2 no).	Lot	2		0
2.2.2	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Erection of agitators for Auxiliary absorbent tank (3 nos. horizontal type), 4 mm thk. Rubber lining including adhesives etc. for the total scope defined in technical specification (PE-TS-463-167-A102) for Auxiliary absorbent tank (1 no).	Lot	1		0
2.2.3	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Erection of Agitator for Primary hydrocyclone tank (1 no. vertical type), 4 mm thk.. Rubber lining including adhesives etc. for the total scope defined in technical specification (PE-TS-463-167-A102) for Primary hydrocyclone tank (1 no).	Lot	1		0
2.2.4	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Erection of agitator for Secondary hydrocyclone tank (1 no. vertical type), 3 mm thick Vinyl Ester based flake glass lining including adhesives etc. for the total scope defined in technical specification (PE-TS-463-167-A102) for Secondary hydrocyclone tank (1 no).	Lot	1		0
2.2.5	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Erection of agitator for Waste water tank (1 no. vertical type), 3 mm thick Vinyl Ester based flake glass lining including adhesives etc. for the total scope defined in technical specification (PE-TS-463-167-A102) for Waste water tank (1 no).	Lot	1		0
2.2.6	MS Plates, Structural steel for tanks, structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Erection of agitator for Filterate water tank (1 no. vertical type), 3 mm thick Vinyl Ester based flake glass lining including adhesives etc. for the total scope defined in technical specification (PE-TS-463-167-A102) for Filterate water tank (1 no).	Lot	1		0
2.2.7	Structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, pipes & fittings, paints, commissioning spares and handing over etc., Erection of agitator for Limestone Area drain pit (1 no. vertical type), 3 mm thick Vinyl Ester based flake glass lining for the total scope defined in technical specification (PE-TS-463-167-A102) for Limestone Area drain pit (1 no).	Lot	1		0
2.2.8	Structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, pipes & fittings, paints, commissioning spares and handing over etc., Erection of agitator for Gypsum dewatering area drain pit (1 no. vertical type), 3 mm thick Vinyl Ester based flake glass lining for the total scope defined in technical specification (PE-TS-463-167-A102) for Gypsum dewatering area drain pit (1 no).	Lot	1		0
2.2.9	Structural steel for agitator supporting structure & agitator platforms, fasteners & gaskets, pipes & fittings, paints, commissioning spares and handing over etc., Erection of agitators for Absorber Area Drain Pits (4 nos. vertical type), 3 mm thick Vinyl Ester based flake glass lining as per technical specification (PE-TS-463-167-A102) for Absorber Area Drain Pits ( 4nos).	Lot	3		0
2.2.10	MS Plates, Structural steel for tanks, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Epoxy lining etc. for the total scope defined in technical specification (PE-TS-466-167-A102) for Process water tanks ( 2 nos).	Lot	2		0
2.2.11	MS Plates, Structural steel for tanks, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Epoxy lining etc. for the total scope defined in technical specification (PE-TS-463-167-A102) for Belt wash tanks ( 2 nos) .	Lot	2		0
2.2.12	MS Plates, Structural steel for tanks, fasteners & gaskets, foundation bolts, pipes & fittings, paints, commissioning spares, hydro test and handing over etc., Epoxy lining etc. for the total scope defined in technical specification (PE-TS-463-167-A102) for Cake wash tanks ( 2 nos).	Lot	2		0
<b>UNIT E&amp;C PRICES</b>					0
<b>Particulars of bidder / authorised representative</b>					
Name	Designation	Signature	Date	Company Seal	

**ANNEXURE-II DEVIATION SHEET (COST OF WITHDRAWAL)**

PROJECT:-									
PACKAGE :-									
TENDER ENQUIRY :-									
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	<b>TECHNICAL DEVIATION</b>								
1.01									
1.02									
1.03									
1.04									
1.05									
1.06									
1.07									
1.08									
2	<b>COMMERCIAL DEVIATION</b>								
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 withdrawal 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 withdrawal 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 withdrawal 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 withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.