



**SPECIAL CONDITIONS OF CONTRACT-
NEW 10000 MT AMMONIA TANK**

32647/25/SC
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PREAMBLE TO SCHEDULE OF PRICES-SOP (BOQ/SOR)

SUBJECT: DESIGN, ENGINEERING, PROCUREMENT, THIRD PARTY INSPECTION, CIVIL FOUNDATIONS, FABRICATION, SUPPLY, TRANSPORTATION, HANDLING, STORAGE, ERECTION, TESTING, COMMISSIONING AND PERFORMANCE GUARANTEE TEST RUN OF THE NEW 10000 MT, DOUBLE WALL DOUBLE INTEGRITY, AMMONIA STORAGE TANK AND ASSOCIATED FACILITIES COMPLETE AT FACT-CD, AMBALAMEDU ON A LUMP-SUM TURNKEY BASIS ON SINGLE POINT RESPONSIBILITY AS PER TECHNICAL SPECIFICATIONS, SCOPE OF WORK, DRAWINGS, SPECIAL CONDITIONS AND REQUIREMENTS ATTACHED.

Attn.:-

Dear Sirs,

We have examined the Tender No,the scope of work, terms and conditions of CONTRACT and Technical Procurement Specifications (TPS) . We are prepared to undertake all the WORK of the "CONTRACTOR" as defined in the Tender for a total fixed and firm price of Indian Currency (INR) as per the break-up given below:

FORMATS FOR SCHEDULE OF PRICES-DESCRIPTION

Bidder's quoted prices shall be strictly as per various FORMS included under Schedule of Prices/ BOQ.

1.0 FORM SP-1 :LUMPSUM PRICE OF CONTRACT

- 1.1 Bidder shall quote LUMPSUM PRICE OF CONTRACT for entire scope of work as per provisions of the Bidding Document in FORM SP-'1'.
- 1.2 The price quoted shall be called the lumpsum price of contract for the entire scope of work (except prices for Post warranty Annual Maintenance Contact (PWAMC) which shall be furnished separately in Form SP-2) whether specifically mentioned or not, to be executed on Lumpsum turnkey (LSTK) basis. Unless the basic parameter changes or additional/ extra requirements in the scope of work and/or supply and/or services are made, total payments to be made to the Contractor shall be limited to lumpsum price indicated/finally accepted as per **FORM SP-1 only. The GST as legally leviable& payable by the Contractor under the provisions of applicable GST law(s) / act(s) shall be extra.**
- 1.3 Bidder shall quote LUMPSUM PRICE inclusive of all applicable Taxes, Duties including Customs duties and customs related duties on imported materials (including IGST on built-in import content), Royalty and Levies, and such taxes which are payable by OWNER on reverse charge mechanism **except GST** (ie IGST, or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess if applicable).for the entire scope of work (except prices for Post warranty Annual Maintenance Contact (PWAMC) which shall be furnished separately in Form SP-2) as per provisions of the Bidding Document in **FORM SP-'1'**. Further prices, taxes, duties including GST on any transaction between the contractor and their subcontractor/ sub supplier shall be included in the lumpsum price of contract quoted by the contractor. The quoted price shall also include the corporate income tax in respect of the performance of the CONTRACT as well as income tax on the personnel deputed by the CONTRACTOR to India in connection with the



CONTRACT as per Bidding Documents. This LUMPSUM PRICE may also be referred to as Lumpsum Price of contract or Contract Price.

- 1.4 Lumpsum price of contract in SP-1 shall be deemed to be inclusive of the cost of any other supplies/work(s)/Services not specifically mentioned in the Bidding Document but are essentially required for the efficient, trouble free operation of the complete package, irrespective of whether the above unspecified supplies/work(s)/services are specifically mentioned in the bidder's bid or not.
- 1.5 The Lumpsum Price of Contract shall be deemed to cover various factors including but not limited to cost of materials/equipment/Services, overheads, bidding cost, financing costs, profits, mobilization & demobilization cost, etc., as applicable. Unless the scope expressly excludes certain provisions from the CONTRACTOR's scope in the Bidding document/Contract, no additional payment on any such head expressly not mentioned herein in the Bidding Document/Contract shall be entertained on a later date.
- 1.6 The Bidder shall carefully examine the various clauses of Bidding document inclusive of Scope of Enquiry, General Terms and Conditions for Works Contract, Special Conditions of Contract, Tender Specifications, Technical and Commercial Amendment (if any) etc. The bidder shall include in his prices any sum he may consider necessary to cover the fulfillment of the various clauses contained therein. The items of work described and the Lumpsum Price of contract stated in the Schedule of Price/ BOQ shall be inclusive of everything necessary to complete the said items of work within the contemplation of the Contract.
- 1.7 General directions and descriptions of work and materials given in the specifications are not necessarily repeated in the Schedule of Price/ BOQ.
- 1.8 Spares for start-up/commissioning and mandatory spares and any other Tools and Tackles as required are in CONTRACTOR's scope and are deemed to be included in their quoted Lumpsum Price of contract, irrespective of whether such spares/items are categorically mentioned or not in the bidder's bid. No claim on this issue shall be entertained at a later date after award of work and at any stage during the faithful execution of the contract.

2.0 FORM SP-1A : MONTHLY CAPPED PAYMENT SCHEDULE

- 2.1 The Bidder shall furnish, month-wise payment schedule of its LUMPSUM PRICE OF CONTRACT for 20 months project schedule **as per the format SP-1A in the schedule of prices (SOP/BOQ). Bidder to furnish the % in respective columns of Monthly capped Payment schedule while submitting the Price schedule/ BOQ.**
- 2.2 For details, please refer the relevant section under ~~Monthly Capped Payment Schedule~~ special conditions of contract.

3.0 DELETED

4.0 FORM SP-2 PRICE SCHEDULE FOR PWAMC (POST WARRANTY ANNUAL MAINTENANCE CONTRACT)

- 4.1 Bidder shall provide five years (05) years Post Warranty Annual Maintenance contract (PWAMC)



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after Defect Liability Period on the specified instruments/ equipments. Respective prices for each year of PWAMC (inclusive of all taxes, duties , Customs and customs related duties etc **except GST**) shall be quoted in FORM SP-2. The Quoted price towards PWAMC shall be considered for evaluation. Evaluation shall be based on NPV basis based on the prices quoted for each year as noted in ITB.

- 4.2 The Prices for Post Warranty Annual Maintenance Contract (PWAMC) shall be included separately in FORM SP-2 and shall not be included in the lumpsum price of contract in FORM SP-1 and also shall not be included in the monthly capped payment schedule.
- 4.3 The AMC Charges quoted in SOP/ BOQ shall be inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance, all Taxes /Duties / Cess /Levies / Fees and all other incidental charges etc except GST. Owner will not have any liability, whatsoever, over and above the quoted prices, except GST
- 4.4 The prices for PWAMC shall remain valid up to the defect liability period. In case of award, the price for PWAMC shall remain firm till the completion of scope of PWAMC.
- 4.5 Owner shall decide to enter into separate contract with AMC service provider / OEM/ OES, at its discretion, on the prices, terms & conditions quoted by the LSTK Bidder.
- 4.6 In the event of an order placement, the total price payable under the PWAMC shall be restricted to the prices quoted for each year in respective FORM of BOQ. Issue of Preliminary acceptance certificate and release of final payment for the project shall be effected only after acceptance of the order for AMC as applicable by the AMC service provider / OEM/ OES and remittance of Security Deposit.
- 4.7 In case there is delay in start of AMC from the date of expiry of warranty period, the charges shall be paid on pro-rata basis for the duration curtailed from original specified AMC period.
- 4.8 Bidder shall remit 10% of the total Work Order (WO) value for five Year AMC as an interest-free Security Deposit (SD), within 15 days of receipt of work order for AMC. The mode of Security deposit will be as detailed in the Tender document. The SD will be retained till the completion of the WO period and will be released only after successful completion of the work and on receipt of written request from the contractor.
- 4.9 In the event of unsatisfactory performance of the AMC contractor to comply with the terms and conditions of this AMC contract, OWNER reserves the right to terminate the AMC and make alternative arrangements for carrying out this work and forfeit the Security Deposit with OWNER without restricting to our further right of claim compensation from the contractor for the loss, if any incurred by OWNER as a result of the failure to fulfill their obligations.
- 4.10 Scope of AMC shall be as per the TPS.
- 4.11 Payments for AMC: Payment against AMC services shall be on quarterly basis (limited to 25% of the AMC order value for the year for each quarter; deductions as per order conditions / rules



apply). No other payment will be made for breakdown maintenance, Annual maintenance, spares or other visits / service .Each payment will be released after successful completion of the quarterly visit and service during that quarter, its Minutes ofmeeting/report and on submission of the bill/invoice by the supplier and certified by the owner's concerned Engineer in Charge

5.0 FORM SP-3: PRICE SCHEDULE FOR GUARANTEED VALUES FOR WORKS COST

- 5.1 Bidder shall quote the Guaranteed Values for works cost (Called Operating Expenses or OPEX) as per provisions of the Bidding Document in FORM SP-3: **The guarantee values as above should be quoted in Priced Bid and shall be considered for evaluation.** In the Unpriced bid, please write as "Quoted" in the relevant columns. Evaluation shall be as specified in the ITB/TPS enclosed.
- 5.2 All the guarantees as quoted by bidder in this format shall be used for loading purposes at the time of evaluation of the bid and also shall be the guarantee points for demonstrating the same during PGTR.
- 5.3 Please refer Technical Procurement Specification, Preamble and evaluation methodology for details

6.0 FORM SP-4 : PRICE SCHEDULE OF RECOMMENDED SPARES FOR TWO YEARS OPERATION AND MAINTENANCE

- 6.1 The CONTRACTOR shall furnish to the OWNER the current price list for O&M spares for 2 (two) years operation beyond the Defect Liability Period as recommended by manufacturers of various equipment (other than start up, commissioning, and mandatory spares required). Price lists of these spares shall be furnished separately in Form SP-4 and shall not be included in quoted Lumpsum Price-Form SP-1.
- 6.2 In case any Operation and maintenance spares are required during defect liability period, the same shall be provided by the Contractor free of cost to the Owner without any implication/tax liability to the Owner.
- 6.3 Prices of two years Operation and Maintenance (O&M) spares shall be kept valid for a period of 12 Months after Preliminary Acceptance of the Plant. Owner reserves the right to place the Order for such O & M Spares at the quoted rates and to the extent at their discretion.
- 6.4 **These two years Operation and Maintenance (O&M) spares shall not be considered for evaluation.**

7.0 GST:FORM SP-1B

The following forms of the schedule of Price are also enclosed:

- 7.1 **FORM SP-1B:** Bidder shall quote under **FORM SP-1B** the details of Goods and Services Tax (GST) applicable on lumpsum price of contract quoted at FORM SP-1. Breakup details of **GST on lumpsum contract price quoted shall be furnished in Form SP-1B.**



8.0 NOTES

- 8.1 Bids shall be evaluated after considering the applicable set off on account of GST benefit as applicable for the project. The total evaluated cost shall be based on the overall costs to the company which shall be arrived considering the setoff/ credits available. In addition, applicable loadings specified elsewhere in the tender shall also apply.
- 8.2 Bidders to upload the Un-price and Price part of their bids strictly in the Un-price & Priced folders respectively in the e-tender portal. Non Compliance to the same may lead to rejection of their offer. **In case any of the price details forming part of evaluation are furnished in the unpriced offer, then it may lead to rejection of their bid.**
- 8.3 The unpriced Techno commercial bid shall contain the unpriced copy of price bid with the word “QUOTED” mentioned in the Price Column. The unpriced commercial bid shall contain Unpriced copy of price schedule, duly signed and stamped and strictly as per the enclosed forms of schedule of prices. It is mandatory for the bidder to indicate “Quoted/Not quoted/Not applicable/Nil” in the unpriced schedule. If the bidder fails to quote for any item in the price bid, it will be implied that such item is either included elsewhere in the quoted prices or not applicable/nil as per owner's decision depending upon the item.
- 8.4 Preamble to the BOQ is not conclusive. Bidder to read the entire Tender document and further Corrigenda/ Addenda meticulously before submission of quotes.
- 8.5 Bidder shall submit their Priced Bid duly filled in with prices & upload in the respective “PRICE BID” folder only on the e-Procurement Portal as mentioned in the ITB/IFB in the following manner:
- a) FORM SP-1 : LUMPSUM PRICE OF CONTACT.
 - b) FORM SP-1A: MONTHLY CAPPED PAYMENT SCHEDULE.
 - c) FORM SP-2 :DULY FILLED IN PRICES FOR POST WARRANTEE ANNUAL MAINTENANCE CONTRACT (PWAMC).
 - d) FORM SP-3: GUARANTEED VALUES TOWARDS WORKS COST (OPEX COST)
 - e) FORM SP-4 PRICE SCHEDULE OF RECOMMENDED SPARES FOR TWO YEARS OPERATION AND MAINTENANCE.
 - f) FORM SP-1B: DETAILS OF GOODS AND SERVICES TAX (GST) AS EXTRA APPLICABLE IN LUMPSUM CONTRACT PRICE QUOTED AT FORM SP-1.

For and on behalf of :



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Stamp &Signature :

Name :

Designation :

Date :

FORM SP-1

LUMPSUM PRICE OF CONTRACT

SI No	Description	Unit	Quoted Currency (in INR)	Total Amount Quoted (Without GST)-INR	
				IN FIG	IN WORDS
1	DESIGN, ENGINEERING, PROCUREMENT, THIRD PARTY INSPECTION, CIVIL FOUNDATIONS, FABRICATION, SUPPLY, TRANSPORTATION, HANDLING, STORAGE, ERECTION, TESTING, COMMISSIONING AND PERFORMANCE GURANTEE TEST RUN OF THE NEW 10000 MT, DOUBLE WALL DOUBLE INTEGRITY, AMMONIA STORAGE TANK AND ASSOCIATED FACILITIES COMPLETE INCLUSIVE OF START-UP, COMMISSIONING AND MANDATORY SPARES AT FACT-CD, AMBALAMEDU ON A LUMP-SUM TURNKEY BASIS ON SINGLE POINT RESPONSIBILITY AS PER TECHNICAL SPECIFICATIONS, DRAWINGS, SCOPE OF WORK, SPECIAL CONDITIONS AND REQUIREMENTS OF THE TENDER. ALL TAXES AND DUTIES APPLICABLE SHALL BE INCLUDED IN THE LUMPSUM PRICE OF CONTRACT (EXCEPT GST)	LUMPSUM (LS)			

NOTE: Refer Preamble to BOQ and other terms and conditions of the tender for details

FORM SP-1A**MONTHLY CAPPED PAYMENT SCHEDULE**

SI No	Proposed Project Schedule	Monthly Payout (Maximum)
		Percent (%)
1	Month-1	
2	Month-2	
3	Month-3	
4	Month-4	
5	Month-5	
6	Month-6	
7	Month-7	
8	Month-8	
9	Month-9	
10	Month-10	
11	Month-11	
12	Month-12	
13	Month-13	
14	Month-14	
15	Month-15	
16	Month-16	
17	Month-17	
18	Month-18	
19	Month-19	
20	Month-20	
21	TOTAL	

Note: Refer Preamble to BOQ and other terms and conditions of the tender for details

FORM SP-2

PRICES FOR POST WARRANTEE ANNUAL MAINTENANCE CONTRACT SERVICES

SI No	Item	Unit	AMC Charges 1st year (INR)	AMC Charges 2nd year (INR)	AMC Charges 3rd year (INR)	AMC Charges 4th year (INR)	AMC Charges 5th year (INR)	Total AMC Charges for each item (INR)
1	Central Control system Programmable Logic Controller (PLC)	LS						
2	Comprehensive Post Warrantee Annual Charges for maintenance of UPS after Defect Liability Period comprising of deployment of minimum one Supervisor including supply of spare parts and deployment of extra personnel required for repair or replacement of the above systems	LS						
3		LS						
4		LS						
5		LS						
6		LS						
7		LS						
8		LS						
9		LS						
10		LS						

NOTE: Refer Preamble to BOQ and other terms and conditions of the tender for details. Bidder may add the required items which are not covered in 1 & 2 above.

FORM SP-3

GUARANTEED WORKS COST PER UNLOADING CYCLE OF 350 MT BARGE

SI No	Parameter	Unit	Unit Rate (INR)	Guaranteed Consumption of utilities Per Unloading Cycle of 350 MT barge and simultaneous transfer of liquid ammonia to user plant.	Sub- Total Amount/ Unloading cycle(INR)
1	Power	KWH	6.378		0
2	Make up water to cooling tower	M3	17.89		0
3	Total Guaranteed Works Cost Per unloading cycle of 350 MT barge and simultaneous transfer of liquid ammonia to user plant (INR)				0

Note: Refer Preamble to BOQ and other terms and conditions of the tender for details

FORM SP-4					
PRICE SCHEDULE OF RECOMMENDED SPARES FOR TWO YEARS OPERATION AND MAINTENANCE					
Sl No	Description of recommended Spares	Unit of Measurement	Quantity	Unit Rate on FOR-FACT Basis (Except GST)-INR	Amount
1					0
2					0
3					0
4					0
5					0
6					0
7					0
8					0
9					0
10					0
11					0
12					0
13					0
14					0
15					0
Note: Refer Preamble to BOQ and other terms and conditions of the tender for details					

FORM-SP 1B

DETAILS OF GOODS AND SERVICES TAX (GST) AS EXTRA APPLICABLE IN LUMP SUM CONTRACT PRICE QUOTED AT FORM SP-1

Sl No	Description	Total Ceiling Amount on which GST is applicable - INR	Total Ceiling Amount out of (A), where ITC is not available to the OWNER- INR	Percentage (%) Rate of GST Applicable on (A)	Cess (%) if any on GST	SAC Code as per GST act
		(A)*	(B)	(C)	(D)	(E)
1	GST on the Lumpsum Price of Contract quoted in Form SP-1					

* As quoted in Form SP-1

Notes

1. Under column (B), Bidder to furnish the ceiling amount out of the Lump-sum Price quoted in FORM SP-1, on which GST is applicable but the input tax credit (ITC) of GST is not available to the owner for goods/ services mentioned in section 17 (5) of CGST Act
2. Amount of Non – creditable GST shall be calculated as column (B) X column (C).
3. Creditable GST shall be calculated as {column (A)- column (B)} X column (C).
4. Bidder to ascertain the applicability of Cess on GST as per GST Act/rules. Cess under GST considering column (D) shall be loaded for evaluation.
5. The GST shall be payable to the Contractor only upon submission of GST invoice in accordance with GST Act, subject to the ceiling mentioned in FORM- SP-1B above. Bidder while submitting the Invoice shall clearly give the break-up of Creditable / Non-creditable GST, so that OWNER can avail Input credit as per GST Act/Rules.