

**COMMERCIAL AMENDMENT NO. 1**  
**TO**  
**TENDER DOC. NO.: SG/B269-475-PA-T-8701/23 (RWTP, RO-DMP, CPU & ZLD PLANT)**  
**FOR**  
**PANIPAT REFINERY EXPANSION PROJECT (P25) (CLIENT: M/S IOCL)**

## COMMERCIAL AMENDMENT NO. 1

RFQ No. /Tender No. SG/B269-475-PA-T-8701/23  
Item /Name of work RWTP, RO-DMP, CPU & ZLD PLANT  
Project PANIPAT REFINERY EXPANSION PROJECT (P25) (Client: M/s IOCL)

The terms, conditions and specifications of Bidding Document stand modified to the extent indicated under column "MODIFICATIONS/ ADDITIONS/ DELETIONS". All other terms & conditions, stipulations, specifications etc. of Bidding Document including Amendments, if any, issued earlier shall remain unaltered.

Sl. No.	Part of Bidding Document	Document Reference	Clause / Item No.	Subject	Modifications/Additions/Deletions
1.	Instructions to Bidder	Instructions to Bidder	19.2	Bid Security	In Cl. No. 19.2, "Scanned copy of ..... be provided." is replaced with following : "Udyam Registration Certificate or any other registration certificate like NSIC, UAM, EM Part-II will be acceptable upto 31.03.2022 in line with Gazette notification no. 2119 ('E) dated 26.06.2020 and subsequent notification No. 2347(E) dtd 16.06.2021 & 278 (E) dtd 19.01.2022. However, post 31.03.2022, instructions issued by Ministry of MSME in this regard shall be applicable. Accordingly, Bidder shall upload the scanned copy of their registration certificate in support of such claims, in the e-procurement website."
2.	Part-I: Commercial Part	Bid Data Sheet (BDS)	14	Evaluation and comparison of bids	The evaluation and comparison of bids shall be carried out as per following:  I. The Total amount quoted shall be calculated / established based on price quoted in the Schedule of Price (SOP) after arithmetic check in line with Clause 35.0 of ITB and SOP Provisions.  II. To arrive at the evaluated price, loading on total quoted price shall be done as follows: a) <i>Total Lumpsum Price quoted by bidder in FORM SP-0</i> b) <i>Loading of GST as per Form SP-3 Part-A on prices for Supply of Indigenous Goods quoted in Form SP-01A</i> c) <i>Loading of Basic Customs Duty (CD), other import duties, SWS</i>

Sl. No.	Part of Bidding Document	Document Reference	Clause / Item No.	Subject	Modifications/Additions/Deletions
					<p>and IGST/ (CGST+SGST), as per Form SP-3 Part-B on Foreign Imported Supplies prices quoted in Form SP-01 B</p> <p>d) Loading of GST as per Form SP-3 Part-C on Supply of services quoted in Form SP-2.</p> <p>e) Charges for 2 years operation &amp; maintenance and PWCAMC quoted in FORM SP-7</p> <p>f) Loading as per Annexure A-X to Special Conditions of Contract considering the guaranteed figure(s) quoted in FORM SP-8.</p> <p>III. Conditional discount, if offered, shall not be considered for evaluation. However, discount furnished in the SOP shall be considered for evaluation &amp; Ordering.</p> <p>IV. Suo moto price change as per clause no. 35.3 of ITB.</p> <p>V. 2 Years O&amp;M spares quoted in FORM <b>SP-6</b> shall not be considered for evaluation</p> <p>VI. PPLC policy and its clauses as per SCC ANNEXURE A-XIII shall be considered for evaluation</p>
3.	Part-I: Commercial Part	General Conditions of Lumpsum Turnkey Contract (GCC)	1.0.31.0, 1.0.55.0, 1.0.60.0, 2.7.3.0, 3.0.1.0, 3.0.2.1, 3.0.2.3, 3.0.3.1 (iii), 3.0.4.1, 3.0.4.3.1, 3.0.5.1, 3.0.6.6, 3.0.8.1, 3.1.1.0, 3.1.1.0 e,	Relevant clause of GCC	The respective clause of GCC stands replaced with revised clause as per document enclosed as Appendix-I to this amendment.

Sl. No.	Part of Bidding Document	Document Reference	Clause / Item No.	Subject	Modifications/Additions/Deletions
			h, m, q (i), 5.0.2.1, 5.3.1.0, 7.0.5.0		
4.	Part-I: Commercial Part	Special Conditions of Contract (Part-A)	19	Mechanisation of Construction Activities and Mobilization of Construction Equipment	<ul style="list-style-type: none"> <li>Clause no. indicated as '19.12' shall be read as '19.1.2'.</li> <li>In Clause 19.1.2, the sentence "OWNER shall provide only the Land on hire basis for the fabrication yard" mentioned in 6th line stands replaced by: "The Land required for setting up Fabrication Yard shall be arranged by Contractor at their-own cost outside the Refinery Premises."</li> </ul>
5.	Part-I: Commercial Part	SCC (Part-A)	21	Tests and Inspection of Works	Following TPI agency is added at Sl. No-21.1-(a)-(ix) of SCC PART-A: ix. M/s IRCLASS SYSTEMS AND SOLUTIONS PRIVATE LIMITED
6.	Part-I: Commercial Part	Special Conditions of LSTK Contract (SCC- Part- B)	2, 3.4	Relevant clause of SCC (Part-B)	The respective clause of SCC (Part-B) stands replaced with revised clause as per document enclosed as Appendix-II to this amendment.
7.	Annexure to Special Conditions of Contract (SCC) Part-B	New Document	Clause no. 4 of Annexur e to SCC Part-B	Appendix-I of Annexure to SCC Part-B	Appendix-I of Annexure to SCC Part-B enclosed with this amendment as Appendix-III forms integral part of Tender Document.
8.	Annexure A-X to SCC]	Loading Criteria for RWTP, RO- DMP, CPU &	-	-	'Loading Criteria for RWTP, RO-DMP, CPU & ZLD PLANT (Plot Plan & Water) [Doc. No. B269-472/475/476-17-44-LC-8701 Rev.0]' enclosed in the Bidding document stands replaced with 'Loading Criteria for RWTP, RO-DMP, CPU & ZLD PLANT (Plot Plan & Water) [Doc. No. B269-472/475/476-17-44-LC-8701 Rev.1]' enclosed as Appendix-IV with this

Sl. No.	Part of Bidding Document	Document Reference	Clause / Item No.	Subject	Modifications/Additions/Deletions
		ZLD PLANT (Plot Plan & Water)			amendment.
9.	Part-II: Price Part	Preamble to Schedule of Prices, BOQ / Price Schedule Format	-	Preamble to Schedule of Prices, BOQ / Price Schedule Format	The Preamble to Schedule of Prices Rev. 1 and BoQ/ Schedule of Price (Form SP-0 to SP-8) i.e. Page 735 of 7166 to 756 of 7166 and excel file of BOQ {Doc. Name BOQ_156658} issued with Bidding Document stand replaced with Preamble to Schedule of Price Rev. 2 and BOQ/ Schedule of Price (Form SP-0 to SP-8) enclosed as Appendix-V to this amendment and been published on the website <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> . This revised excel sheet of BoQ/ Schedule of Price shall supersede "BoQ/ Schedule of Price" available in the Bidding Document. The prices must be quoted strictly in this revised BOQ format only. In case Bidder(s) submit/s their prices in earlier revision of BoQ/ Schedule of Price, same shall not be considered and their bid shall be liable for rejection.
10.	Bidding Forms	Form-G		Proforma of Declaration of Black Listing / Holiday Listing	Proforma of Declaration of Black Listing / Holiday Listing (Form-G) enclosed with the Tender document stands replaced with Appendix-VI enclosed with this amendment.

**Note:** Bidder to submit a copy of this Amendment along with enclosures, if any, duly signed & stamped along with Un-Priced Techno-Commercial Bid, as a token of acceptance.

(Signature & Stamp of the Bidder)

Enclosures:

- Appendix-I: LSTK GCC (9 Pages) + High Sea Sales Agreement (2 pages)
- Appendix-II: LSTK SCC (9 Pages)
- Appendix-III of Annexure to Special Conditions of Contract Part-B (3 Pages)
- Appendix-IV: Loading & Penalty Criteria for RWTP, RO-DMP, CPU & ZLD PLANT (Plot Plan & Water) [Doc. No. B269-472/475/476-17-44-LC-8701 Rev.1) (5 Pages)
- Appendix-V: Preamble to Schedule of Price and BOQ/ Schedule of Price (Form SP-0 to SP-8) (14 + 12 Pages)
- Appendix-VI: Proforma of Declaration of Black Listing / Holiday Listing (FORM-G) REV.1(02 Pages)

**LSTK GCC**

**1.0.31.0** “Materials” shall mean all materials, plant, machinery, instruments, components, assemblies, parts, spares and any other items and things whatsoever required for completion of job in LSTK Contract in all respect, and will include the replacement of any defective materials and of any materials damaged, lost, or destroyed during transit, storage, fabrication, erection, installation, testing, pre-commissioning, commissioning or otherwise upto and until issue of the Completion Certificate, and shall also include all construction materials.

**1.0.55.0** “Supply” or “Supplies” shall mean the totality of the materials by expression or implication required to be supplied by the CONTRACTOR for execution of jobs within the Scope of Supplies.

**1.0.60.0** “Utilities” shall mean water (including raw water and treated water of all kinds), steam, gases of all kinds, power, electricity, gas and other sources of energy, lubricants, fuels, chemicals of all types (except catalysts and adsorbents forming part of the Plant or Process) whatsoever required for or incidental to the performance, testing or pre-commissioning of the works.

**2.7.3.0** Upon Cancellation of the Contract, the OWNER shall take over from the CONTRACTOR, the approved materials supplied by the CONTRACTOR and lying at the job site on the date of receipt of notice of cancellation by the CONTRACTOR, and the decision of the Engineer-in-Charge as to the approved materials lying at the site on the date of cancellation and the quantities thereof shall be final and binding upon the CONTRACTOR.

**3.0.1.0** Notwithstanding anything to the contrary in the Contract Documents expressed or implied, the CONTRACTOR shall be and remain at all times exclusively responsible to Supply all material and provide all, labour, equipment, machinery and facilities and utilities and other items and things whatsoever required for or in connection with the work, including but not limited to those indicated by expression or implication in the job description, Schedule of Rates, the specifications, plans, drawings and/or other Contract documents or howsoever otherwise as shall or may from time to time and at any time be necessary for

execution and the performance of the job under the contract.

### **3.0.2.0 MATERIALS**

3.0.2.1 (a) These General Conditions of Contract shall, on issue of the Letter of Acceptance to the CONTRACTOR, constitute a firm contract for the sale and supply to the OWNER of all materials as determined by the CONTRACTOR within the scope of services to be necessary to establish, commission and operate (so far as concerns mandatory spares) the Plant/Unit at the price of materials specified in the Price Schedule/Form SP-1A and SP-1B. It is hereby clarified that the said contract shall include a contract for the sale and supply within the price of materials (and any recoveries in respect thereof under any policy of insurance) of all materials required for the replacement of any defective materials and any materials lost, damaged or destroyed during transit, storage, fabrication, erection or otherwise prior to the issue of the Completion Certificate.

(b) All materials imported into India shall be consigned either to the OWNER or to the CONTRACTOR as the consignee of the materials.

(c) If the material is consigned to the OWNER, the title to the materials shall vest in the OWNER as soon as the materials are placed free on board (FOB) for consignment or ultimate consignment to India for delivery to the OWNER.

(d) If the material is consigned to the CONTRACTOR, the material shall be transferred by the CONTRACTOR to the OWNER by way of High Seas Sale, by endorsement of the Bill of Lading/Airway Bill/Consignment Note by the CONTRACTOR in favour of and in the name of the OWNER. Title of the material in such case shall pass to the OWNER on endorsement of the Bill of Lading /Airway Bill in favour of the OWNER. In the absence of any separate or specific High Seas Sales Contract covering such material these General Conditions of Contract shall operate as a contract for the High Seas Sale of such material.

**3.0.2.3** The CONTRACTOR shall be responsible at his own cost and initiative within the scope of services, to take delivery of the materials from the port of delivery in India in respect of imported materials and from the factory or warehouse or other place(s) of delivery in respect of indigenous materials and to transport these to the CONTRACTOR's stockpiles, godowns or other places of

storage approved by the Engineer-in-Charge, and to transport the same from said godowns or place(s) of storage to the work site.

**3.0.3.1 (iii)** All materials shall be taken delivery of, held, stored and utilised by the CONTRACTOR as Trustee of the OWNER, and delivery of the material to the CONTRACTOR shall constitute an entrustment thereof to the CONTRACTOR, with the intent that any utilisation, application or disposal thereof by the CONTRACTOR otherwise than for contractual obligation in terms of the contract shall constitute a breach of trust by the CONTRACTOR.

**3.0.4.1** The CONTRACTOR shall within 56 (Fifty Six) days from the date of acceptance of bid, furnish to the OWNER a detailed priced Bill of Materials specifying the materials, which on preliminary determination made by the CONTRACTOR, will be required to be supplied and used in the works in order to execute the job under the LSTK contract and to operate the Plant/Unit (to the extent of the mandatory spares), including any construction materials, and the price(s) thereof within the accepted lumpsum price thereof.

**3.0.4.3.1** The priced Bill of Materials as approved by the OWNER shall constitute the Bill of Materials envisaged in the contract documents. However, no such approval shall, in any manner, absolve the CONTRACTOR of his full responsibility under the contract to sell and supply to the OWNER at and within the price of materials quoted in the Price Schedule, all materials required for the execution and which are required to establish, commission and operate (to the extent of mandatory spares) the Plant/ Unit in accordance with the contract and the specifications, complete in all respects including spares, tools, tackles and testing equipment, so far as included within the scope of supply, whether or not any particular material is actually included within or omitted in the Bill of Materials and whether or not the price thereof is included in the price indicated in the Bill of Materials and whether or not the price thereof is in conformity with the price thereof indicated in the Bill of Materials. The review and approval of the Bill of Materials and the prices therein are intended only for the satisfaction of the OWNER that the priced Bill of Materials, prima-facie covers the materials required to be supplied by the CONTRACTOR within the scope of supply.

**3.0.5.1** The CONTRACTOR shall supply the materials required to be supplied



within the Contractor's scope of supply in accordance with and to meet the requirements in quality, quantity and other particulars of the descriptions, specifications, plans, drawings, designs and other documents applicable thereto, and the CONTRACTOR shall be deemed to have undertaken that all materials selected, procured and supplied by the CONTRACTOR within the scope of supply shall be of the best quality and workmanship and shall be capable of producing the designed and desired results and to perform the designed and desired functions to meet the contractual requirements in all respects for the project.

**3.0.6.6** Notwithstanding that any area(s) or source(s) has/have been suggested by the OWNER to the CONTRACTOR from which any material for execution of job under the contract can be obtained, the CONTRACTOR shall independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested by the OWNER and suitability of the material available from such source(s) with the intent that any suggestion as aforesaid shall not anyway relieve the CONTRACTOR of his full liability in respect of the suitability and quality of the material(s) obtained from said source(s) and the Contractor shall obtain material(s) therefrom and use the same for the awarded job(s) entirely at his own risks and costs in all respects, with the intent that any such suggestion by the Owner shall only be by way of assistance to the Contractor and shall not entail any legal responsibility or liability upon the OWNER.

**3.0.8.1** Except as specifically provided to the contrary in the Special Conditions of Contract the CONTRACTOR shall within the price of materials and scope of supply be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any goods, equipment or materials imported for execution of the awarded job(s) and on materials sold and supplied to the OWNER pursuant to the Contract.

**3.1.1.0** The OWNER may supply within its scope of supply specific equipment and/or materials. The supply of equipment and materials to the CONTRACTOR shall be on the following terms and conditions:

e) The equipment and/or material(s) supplied or procured by the OWNER shall be utilized by the CONTRACTOR only for the execution of the job and even so shall not (unless specifically authorized by the OWNER in this behalf) be utilized for

manufacturing any item(s) which can be obtained in finished form from standard manufactures.

h) All equipment and materials supplied by the OWNER shall be taken delivery of, held, stored, and utilized by the CONTRACTOR as trustee of the OWNER, and delivery of material to the CONTRACTOR shall constitute an entrustment thereof by the OWNER to the CONTRACTOR, with the intent that any utilization, application or disposal thereof by the CONTRACTOR otherwise than for job in terms hereof shall constitute a breach of trust and breach of contract by the CONTRACTOR.

m) The CONTRACTOR shall use the equipment and materials supplied by the OWNER carefully and judiciously with no wastage or the minimum possible wastage, wherever some wastage is inevitable or unavoidable, in any case within the wastage limit, if any, specified by the OWNER in respect of any such material(s). For any excess wastage or generation of scrap or misuse or injudicious, careless or wrong use of OWNER supplied materials, as to all of which the decision of the Engineer-in-Charge shall be final and binding on the CONTRACTOR, the CONTRACTOR shall be bound to replace the material lost by such excess, misuse or injudicious, careless or wrong use with material of equivalent quantity and grade acceptable to the OWNER within the time limit specified by the OWNER and where this is not done or is not possible, practicable or advisable to be done, in the opinion of the OWNER, which shall be final and binding on the CONTRACTOR, the OWNER shall be compensated by the CONTRACTOR for the replacement costs at site thereof plus the costs of procurement at 15% (fifteen percent) of the assessed replacement cost thereof. Failing remittance of this amount by the CONTRACTOR to the OWNER within a week of demand made by the OWNER, the OWNER shall be entitled to recover/adjust the amount demanded from any money due from the OWNER to the CONTRACTOR and/or from any Security or any other deposits of the CONTRACTOR lying with the OWNER under this and/or any other contract, without any further notice to the CONTRACTOR. The decision of the OWNER in respect of the actions contemplated in this clause shall be final and binding on the CONTRACTOR.

q) The OWNER shall not be responsible for any delay in the supply of any such equipment and/or materials supplied or procured or agreed to be supplied or

procured by the OWNER, and no such delay or failure shall in any way render the OWNER liable for any claim for damages or compensation by the CONTRACTOR notwithstanding that an increase in the time of performance of the contract is involved by virtue of such delay and notwithstanding any labour, machinery or equipment brought upon or to the job site by the CONTRACTOR for the performance of the work being rendered idle by such delay or failure, PROVIDED that:

- (i) If in spite of best efforts on the part of the CONTRACTOR to coordinate and expedite deliveries of any material or equipment to be used for the performance of the awarded work(s) the CONTRACTOR has been unable to persuade or otherwise to get the manufacturer, supplier or transporter thereof to agree to supply or deliver the material or equipment within the date(s) of the anticipated requirement of such equipment or material by the CONTRACTOR to match the actual requirement of such material with the progress of work achieved by the CONTRACTOR, the CONTRACTOR shall give written notice thereof to the Engineer-in-Charge and to the OWNER at least 15 (fifteen) days prior to the requirement specifying the material or equipment involved, the manufacturer, supplier or transporter involved, the steps which the CONTRACTOR has taken to expedite supply or delivery of such material or equipment, and the anticipated date of actual requirement of such material or equipment for the execution and to match the actual progress of the work by the CONTRACTOR, so that Engineer-in-Charge and/or OWNER may also intervene to expedite delivery of such material(s) or equipment. Such intervention shall be without prejudice to the CONTRACTOR's obligation(s) to timely provide such material or equipment, nor shall it entitle the CONTRACTOR to an extension of time for Mechanical Completion/Final Completion of the works or any activity in relation thereto.

**5.0.2.1** No rejected material, component or sub-assembly shall be used or reused for manufacture, production or fabrication of any material(s) intended for ~~intended for~~ awarded job.

**5.3.1.0** After the final tests have been successfully completed in respect of all the works envisaged in the contract, or after the UNIT has been Mechanically

completed, as the case may be, the CONTRACTOR shall clear the job site of all scaffolding, wiring, pipes, surplus materials, CONTRACTOR's labour, equipment and machinery and shall demolish, dismantle and remove all CONTRACTOR's site offices and quarters and other temporary works, structure and constructions and other items and things whatsoever brought upon or erected at the job site or on any land allotted to the CONTRACTOR by the OWNER and not used in the awarded job(s) and shall remove all rubbish from the job site and the land allotted to the CONTRACTOR and shall clear, level and dress the job site and said land to the satisfaction of the Engineer-in-Charge and shall put the OWNER in undisputed custody and possession of the job site and all land allotted by the OWNER to the CONTRACTOR and unless the CONTRACTOR shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed and the Completion Certificate shall not be granted.

**7.0.5.0** Within 28 (Twenty Eight) days of completion of the inspection/measurements, the CONTRACTOR shall clear the job site(s) made available by the OWNER to the CONTRACTOR of all surplus materials, CONTRACTOR's labour, equipment and machinery and shall demolish, dismantle and remove such temporary works, structure and construction and other items and things brought upon or erected at the job site(s) and not incorporated in the awarded job(s) and shall remove all rubbish from the job site(s) and shall clear, dress and restore the job site(s) to the satisfaction of the Engineer-in-Charge and shall put the OWNER in undisputed custody and possession thereof and of the entire works.

## HIGH SEAS SALES AGREEMENT

This High Seas Sales Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (name), \_\_\_\_\_ (address) (hereinafter referred to as "Seller") and Indian Oil Corporation Ltd. having Corporate Office/Refinery Headquarters/Office at \_\_\_\_\_ (address) (hereinafter referred to as "Buyer") pursuant to and under the Umbrella of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between the Buyer and Seller (hereinafter referred to as the "Umbrella Contract") for High Seas Sale of the following specific consignments pursuant to the Umbrella Agreement:

1.	Description of Goods covered by this High Sea Sales Agreement	As mentioned in Schedule Annexed.
2.	Foreign Supplier	(Name and Address)
3.	Country of Origin of Goods	_____
4.	Details of Invoice of Foreign Supplier	Invoice Number _____ dated _____
5.	Details of Import Value (CIF) as per Invoice of Foreign Supplier	a) FOB Value USD _____ equivalent to Rs. _____ b) Freight Charges Rs. _____ c) Insurance Charges Rs. _____ CIF Value (a+b+c) = Rs. _____
6.	Bill of Lading/ Airway Bill No. and Date	Bill of Lading/ Airway Bill No. _____ dated _____, 20__
7.	Vessel/ Air Carrier's Name & IMO No.	Name _____ IMO Number _____
8.	Sellers Invoice on Buyer in respect of the Goods	Invoice Number _____ dated _____, 20__
9.	Value of Sellers Invoice in Indian Rupees	Rs. _____

10.	Load Port of Consignment/Goods	_____
11.	Port of Discharge of Consignment/Goods	_____
12.	Transfer of Title	All the rights and title of ownership in the above consignment/ goods will be transferred by Seller to Buyer by way of High Seas Sale by endorsing the above-mentioned Bill of Lading/ Airway Bill in favour of Buyer.
13.	Other Terms and Conditions	As per the Umbrella Agreement
14.	Obligation to return Exchange Control of Bill of Entry	Buyer shall arrange for delivery of Exchange Control copy of Bill of Entry to Seller after clearance of the goods through Customs in India.
15.	Amendment of Agreement	Any amendment or supplement to this High Sea Sales Agreement is Valid only if agreed between Seller and Buyer in writing and signed by authorised representatives of both parties.

In Witness whereof the Seller and the Buyer hereto have set their respective hands on the date mentioned above.

For Seller

For IOC Ltd.

Name:

Name:

Place:

Place:

**LSTK SCC****2. PRICE AND TAXES**

2.1 The entire Scope of Work under this Contract has been classified as Supply of materials and Services under GST and the place of supply of services shall be deemed to be the locations of the job/work site of the Unit as mentioned elsewhere in the Bidding Documents. The CONTRACTOR is required to accordingly take GST registration for supply of Services and for subsequent invoicing for services to the OWNER under the Contract.

2.1.1 Without prejudice to the CONTRACTOR's obligations in respect of materials under the General Conditions of Contract and these Special Conditions of Contract, for the purposes of clarity and price segregation, the OWNER shall within the umbrella of the Contract place a separate Purchase Order on the CONTRACTOR for the High Seas Sale and Supply of imported goods/materials at a total price not exceeding the total lumpsum price of imported materials indicated in Form SP-01B.

2.2 Except for applicable price discount and price escalation (if any) specifically provided for in the contract documents, the quoted price(s) shall remain firm and fixed, and valid until completion of the Contract, irrespective of the time taken for Mechanical Completion and/or Commissioning of the Work(s)/Unit, and the CONTRACTOR shall not be entitled to claim and waives and relinquishes any right to claim compensation or damages or escalation for extended stay on any ground.

2.3 The OWNER shall reimburse the CONTRACTOR the amount of taxes calculated as per the rate indicated in Part-A and Part-C of Form SP-03 upto the rate thereof indicated in Part-A and Part-C of Form SP-03 respectively, increased or reduced by any increase or reduction in the applicable rate of IGST or SGST or CGST after the last date for submission of the final price bids and upto the date of relative supply or invoice. In addition, the OWNER shall reimburse and bear customs duties (BCD, SWS and IGST) on import of materials title whereof vests in or is transferred to the OWNER subject to the limit of the amount calculated as per the rate indicated in Part-B of Form SP-03, increased or reduced by any increase or reduction in the applicable rate(s) of customs duty(ies) after the last date for submission of the final price bids.

2.4 Except as indicated in Paragraph 2.3 above, no other taxes and duties or levies shall be eligible for reimbursement or paid or borne by the OWNER unless specifically stated to the contrary elsewhere in the Tender documents.

### 3.4 IMPORTED MATERIALS

**3.4.1** The OWNER is intending to avail of the benefit of the Manufacturing and Other Operations in Warehouse Regulations (MOOWR, 2019) in respect of materials imported into India. Under MOOWR, 2019, Capital Goods can be imported into India without payment of BCD, SWS and IGST and these taxes and duties (BCD, SWS and IGST) stand deferred till the time that the imported Capital Goods are cleared for home consumption.

**3.4.2** The OWNER, however, recognizes that for a variety of reasons, including space constraints in bonded warehouse at construction/ Unit site, it may not be possible to clear all the imported goods under bond by filing Into Bond Warehouse Bill of Entry, and that some imported goods/materials may have to be imported against Bill of Entry for Home Consumption on payment of customs duties.

**3.4.3** All the consignments of imported materials title whereof vests in or is transferred to the OWNER shall be cleared by the CONTRACTOR from customs under the GSTN/ IEC Code of the OWNER as the importer of the goods by filing Into Bond Warehouse Bill of Entry under MOOWR, 2019 or Bill of Entry for Home Consumption, as directed by the OWNER, and the CONTRACTOR shall for the purpose undertake and perform all services and formalities necessary for clearance of the goods/ materials for Home Consumption or under bond from customs, as the case may be. Subject to the provisions hereinafter appearing, the OWNER as the importer shall be responsible to re-imburse to the CONTRACTOR Customs Duties (BCD, SWS and IGST) on such imported materials cleared for home consumption, and shall be responsible to pay and bear when payable, the customs duties payable on imported materials cleared by filing Into Bond Warehouse Bill of Entry. The CONTRACTOR shall on behalf of the OWNER and for the benefit of the OWNER within the scope of services cause to be prepared for the signature of the OWNER all documents required for the customs clearance of the goods/ materials under Bill of Entry for home consumption or under Into Bond Warehouse Bill of Entry



pursuant to the MOOWR, 2019, as the case may be, and shall do, undertake and complete all services and formalities required for clearance of the goods/materials under Bill of Entry for Home Consumption or under the Into Bond Warehouse Bill of Entry, as the case may be, and thereafter shall lift, load, transport and deliver the goods/materials to the Into Bond Warehouse/Bonded Warehouse at construction/Unit site in compliance with the MOOWR, 2019, or otherwise deliver the customs cleared goods to the job site/site of Unit.

**3.4.4** The CONTRACTOR shall within 7 (seven) days of dispatch/ shipment of any imported goods/materials title whereof vests in or is transferred or intended to be transferred to the OWNER forward to the OWNER the Supplier's/ Vendor's Invoice (in line with approved billing breakup of the materials), Bill of Lading/Airway Bill, package wise Packing List, Certificate of Origin and other documents relating to the identification of the materials necessary for the customs classification and the clearance of the goods through Customs under Into Bond Warehouse Bill of Entry or Bill of Entry for Home Consumption, as the case may be. The CONTRACTOR shall be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage in bonded warehouse or otherwise at or about the port, and for satisfying all Port and Customs formalities for the clearance of the goods/materials, including preparation of the relevant Bill(s) of Entry and other documents and formalities required for import of the goods into India and/or clearance of the goods through Customs. The CONTRACTOR shall also be fully responsible for and shall bear the charges arising out of any delay, penalty, demurrage, and other charges upto and relating to the customs clearance of the goods/materials and for lifting the imported goods/materials from the docks, port and/or bonded warehouse at or about the port.

**3.4.5** The CONTRACTOR shall not clear any construction material/ equipment which is not intended for supply in the Project/Unit in the IEC of the OWNER. Bill(s) of Entry in respect of such material/equipment shall be filed in the name of CONTRACTOR and shall not be part of MOOWR, 2019 or any customs clearance on behalf of the OWNER, and shall be at sole cost and responsibility of the CONTRACTOR in all respects.

**3.4.6** If the CONTRACTOR intends to source import of goods title whereof vests in or is transferred to or is intended to be transferred to the OWNER from a country with which India has a Free Trade Agreement or a Comprehensive Economic Partnership Agreement or any such Agreement or Treaty, or under Generalized System of Preference (GSP), the

CONTRACTOR shall do so only after informing the OWNER. In such event, the CONTRACTOR shall satisfy and ensure compliance of all laws and regulations related to such imports under Into Bond Warehouse Bill(s) of Entry or under Bill(s) of Entry for home consumption.

**3.4.7** The CONTRACTOR shall provide the OWNER with all documents necessary for the OWNER to claim Input Tax credit (ITC) under GST as claimed in the GST invoice. Should the CONTRACTOR fail to provide any such document(s) resulting in a shortfall in the ITC to the OWNER, such shortfall shall be made good by the CONTRACTOR, and shall be deductible without prejudice to any other mode of recovery from the Running Account or other bills or payments to the CONTRACTOR.

**3.4.8** The CONTRACTOR shall appoint a Customs House Clearing Agent of good standing.

**3.4.9** (a) EPCG/Post Export EPCG or Project Import Benefit or any other such Scheme or Benefit whereunder the Owner is entitled to import goods at nil or concessional rate of Custom Duty with export or other obligations on the OWNER is not presently envisaged. However, if any time prior to the import of goods/materials under the contract, the OWNER opts to avail of the benefit of EPCG / post export EPCG or Project Import benefit or any other such Scheme or Benefit, this shall be communicated to the CONTRACTOR and the CONTRACTOR shall be bound to perform all services and provide the OWNER with all assistance at the time of import of the goods/ materials to enable customs clearance of the goods/materials under Into Bond Warehouse Bill of Entry or Bill of Entry for Home Consumption and payment of nil or concessional rate of duty under the chosen Project Scheme or Benefit when cleared from customs or from bonded warehouse for home consumption.

(b) If the OWNER opts to avail of the benefits of EPCG/Post export EPCG, EPCG/Post export EPCG License shall be provided by the OWNER to the CONTRACTOR, and customs clearance shall be done under Indian Oil's Import Export Code after endorsement of EPCG License number in the relevant Bill of Entry. In such event, the rate of Customs Duties indicated in Part-B of Form SP-03 shall stand reduced by the amount of the resultant reduction in the Customs Duties payable or notionally payable, as the case may be.

**3.4.10** The following shall be applicable with respect to issue of Essentiality Certificate and

imports against EPCG/post export EPCG and other special License(s):

(a) The Essentiality Certificate (EC) for imported goods/ materials consigned to the OWNER shall be issued by the OWNER to the CONTRACTOR for value not exceeding the CIF value quoted in Form SP-01B.

(b) The OWNER shall not be obliged to provide the documents required to obtain the Essentiality Certificate or Special License(s), as the case may be, for materials consigned to the CONTRACTOR title whereof does not vest in nor is intended to be transferred to the OWNER or to any Supplier for use in fabrication, and for materials imported by indigenous Sub-contractors.

(c) In order to enable the OWNER to obtain the Essentiality Certificate or other applicable Special License(s) from the concerned authorities, the CONTRACTOR shall furnish to the OWNER and CONSULTANT the required particulars (e.g., Description of Materials, Quantity, Value, Vendor particulars, Purchase Order particulars, Port of Discharge, etc.) at least 2 months prior to the expected arrival of relative materials at Indian Port. The OWNER does not assume any responsibility or liability for any delay in timely issue of Essentiality Certificate or EPCG or other Special License(s) covering the materials imported into India. However, where OWNER fails to provide the Essentiality Certificate to the Contractor for reasons not attributable to the CONTRACTOR, the CONTRACTOR shall make a request to the OWNER to permit clearance of goods against Bill of Entry for Home Consumption on basis that merit rate of duty will be payable on the clearance of the goods for home consumption, in order to avoid any delay in the execution of the Project, and the OWNER shall reimburse the CONTRACTOR the merit rate of duty(ies) paid on the clearance of such goods.

(d) The CONTRACTOR shall be responsible to register the import License/Essentiality Certificate with Customs Authorities at the Port of Import, and to answer and sort out queries (if any) raised by Customs Authorities with regard to any import(s). All the services and facilitation shall be provided by CONTRACTOR including Into Bond process with Customs.

**3.4.11** Irrespective of the provisions with regard to any claim for insurance in respect thereof, the CONTRACTOR shall at its own cost and initiative arrange for the supply and delivery upto site of work/Unit materials required to be imported into India for the purpose of replacing

defective materials or materials damaged or destroyed or lost during transit, storage, fabrication, erection, testing, pre-commissioning, commissioning or otherwise up to and until issue of the Completion Certificate. The Essentiality Certificate or Special License(s) required for the purpose shall also be provided by the OWNER in accordance with the provisions hereof foregoing, provided that the OWNER shall not pay nor shall be liable to pay any customs or customs related duties on any such imported materials which are re-imported after repair or are imported in replacement of goods/materials previously imported either under Into Bond Warehouse Bill of Entry pursuant hereto or under Bill of Entry for Home Consumption. The customs duties (BCD, SWS and IGST) on such repaired or replaced goods/materials shall be wholly paid and borne by the CONTRACTOR within the price of materials quoted in Form SP-01B, and Bill of Entry for Home Consumption shall be filed at the time of the import of such replaced goods/ materials.

**3.4.12 (a)** On Mechanical Completion of the Unit, the CONTRACTOR shall undertake a reconciliation and accounting of the materials imported with the materials incorporated in the Unit/Works, and of the surpluses and scrap/wastage. Such reconciliation shall be a pre-condition to the release of any payment against the Final Bill and / or release of any Bank Guarantee(s) furnished by way of security deposit to the OWNER.

(b) If for any cause the CONTRACTOR is unable to reconcile and account for the imported materials as envisaged above or to complete such reconciliation of imported materials before the payment of the Final Bill to the CONTRACTOR, the CONTRACTOR shall submit a suitable bank guarantee in a format and from a bank in India (including the Indian branch of a foreign bank) acceptable to the OWNER for an amount determined by the OWNER in consultation with the CONTRACTOR to secure the OWNER against any claims by the Customs or other concerned Authority for duty or penalty on any un-reconciled material imported by or in the name of the OWNER under the Contract and remaining un-reconciled or unaccounted for. Release of payment against the Final Bill shall be subject to the CONTRACTOR furnishing such bank guarantee. The said bank guarantee shall be valid for a period of one (1) year and shall be renewed thereafter until reconciliation with the Customs Authority of the imports under the Contract and release of the Bond submitted in this behalf by the OWNER to the Customs Authorities. Further, if the un-reconciled value of the imported materials and penalties leviable thereon is greater than the amount payable on the Final Bill, the release of the Bank Guarantee(s) submitted by the CONTRACTOR towards Security Deposit shall also be subject

to the CONTRACTOR having furnished to the OWNER the said Bank Guarantee.

(c) Notwithstanding the provisions set forth herein above, after undertaking a materials reconciliation of surplus materials as set forth in Clause 5.3.2.0 (vi) of the General Conditions of Contract, the CONTRACTOR shall within the scope of services, with the approval of the Engineer-in-Charge, properly store the surplus materials and usable or saleable scrap, and clear away and remove promptly from the Site any wreckage, rubbish or unusable or unsaleable scrap, and dispose of the same at the cost of the CONTRACTOR.

**3.4.13** From the time that the imported material(s)/goods come into custody of the CONTRACTOR pursuant to this Contract, such goods/materials shall be deemed to be Owner supplied materials supplied to the CONTRACTOR under bond or trust, to which all applicable provisions relating to materials under the General Conditions of Contract shall ipso facto apply.

**3.4.14** Without prejudice to the CONTRACTOR's obligations with respect to materials under the Contract, the OWNER shall arrange for and take out and maintain an All-Risk Marine cum Erection Insurance Policy covering any loss of or damage to materials title whereof vests in or is transferred to the OWNER during ocean, land or air transportation, storage, erection, testing and commissioning of the Project/Unit.

#### **3.4.15 EVALUATION OF BIDS**

**3.4.15.1** The price bids shall be evaluated by the OWNER taking into account the total price and taxes quoted in SP Forms as mentioned below and/or elsewhere in the Tender documents.

**3.4.15.2** In order to ensure that the CONTRACTOR does not derive any undue benefit in the evaluation of its bid with regard to the taxes and duties quoted by the CONTRACTOR in Form SP-03, the following stipulations shall apply with regard to the taxes and duties quoted by the CONTRACTOR in Form SP-03:

(i) The total amount of SGST and CGST invoiced or claimed by the CONTRACTOR from the OWNER with respect to the indigenous supply of goods/materials under the contract shall be limited to the total amount of SGST and CGST calculated as per the rate indicated in Part-A of Form SP-03, and the OWNER's liability to reimburse the CONTRACTOR such taxes shall be

limited to the total amount of such taxes calculated as per the rate indicated in Part-A of Form SP-03 as increased or reduced for any increase or reduction in the applicable rate(s) of such taxes after the last date of submission of the final price bids and upto the date of delivery of relative materials. The CONTRACTOR shall pay and bear any SGST and/or CGST payable by the CONTRACTOR in excess thereof. If on any accounting, whether after preparation of the Final Bill or otherwise, it is found that the CONTRACTOR has been paid SGST & CGST in excess of the total amount thereof as calculated as per the rate indicated in Part-A of Form SP-03, increased or reduced as stated above in respect of any increase or reduction in the rate of such taxes subsequent to the last date for final price bids and upto the date of delivery of relative materials, the CONTRACTOR shall forthwith refund to the OWNER such excess and failing such payment the OWNER may, without prejudice to any other mode of recovery available to the OWNER, recover such excess from any monies due to the CONTRACTOR under this or any other contract, or from the Security Deposit held under this or any other contract irrespective of whether the Security Deposit is held by way of Bank Guarantee or in any other form.

(ii) If the total customs duties (BCD, SWS and IGST) paid or notionally payable on the import of goods/materials into India exceeds the total value thereof calculated as per the rate indicated by the CONTRACTOR in Part-B of Form SP-03 as increased or reduced for any increase or reduction in the applicable rate(s) of BCD, SWS and/or IGST after the last date of submission of the final price bids upto the date of relative import(s), the CONTRACTOR shall pay and bear and/or reimburse to the OWNER such excess customs duties (BCD, SWS and/or IGST). For this purpose, the customs duties (BCD, SWS and IGST) paid on imported goods/materials cleared through customs on a Bill of Entry for Home Consumption shall be calculated on the basis of the customs duties actually paid thereon, while customs duties on goods/materials imported into India and cleared through customs by filing Into Bond Warehouse Bill of Entry shall be notionally calculated on the basis of the duties notionally payable on such goods/materials based on the classification given in respect of such goods/materials in the Into Bond Warehouse Bill of Entry. If on any accounting, whether after presentation of the Final Bill or otherwise, it is found by the OWNER that the customs duty paid on goods/materials imported into India and cleared through customs against Bill of Entry for Home Consumption and the customs duties notionally calculated as above in respect of goods/materials imported into India and cleared through customs against Into Bond Warehouse Bill of Entry is more than the total of the customs duties (BCD, SWS and IGST) calculated as per the rate indicated in Part-B of Form SP-03, increased or reduced as stated above for any increase in the rate(s) of BCD, SWS

and/or IGST after the last date of submission of the final price bids and upto the date of relative import, the excess shall be paid forthwith by the CONTRACTOR to the OWNER, and failing such payment, the OWNER may, without prejudice to any other mode of recovery available to the OWNER, recover such excess from any monies due to the CONTRACTOR under this or any other contract or the Security Deposit held under this or any other contract irrespective of whether the Security Deposit is held in the form of Bank Guarantee or in any other form.

(iii) The payment or reimbursement of CGST and SGST by the OWNER on the supply of services (including for services by foreign CONTRACTOR or foreign Consortium member or foreign JV partner to be paid for in foreign currency) under the contract shall be limited to the GST calculated as per the rate indicated by the CONTRACTOR in Part-C of Form SP-03 as increased or reduced by any increase or reduction in the applicable GST rate(s) after the last date for submission of the final price bids upto the date of Invoice of relative service(s). The Contractor shall pay and bear any GST payable on the supply of services under the contract in excess of the total amount of GST payable for the services calculated as per the rate indicated in Part-C of Form SP-03, after adjustment of any increase or reduction in the rate of GST as aforesaid after the last date of submission of final price bids and upto the date of invoice for relative service(s). If on accounting after presentation of the Final Bill or otherwise, it is found that the OWNER has paid and/or reimbursed the CONTRACTOR GST on services in excess of the total amount calculated as per the rate indicated in Part-C of Form SP-03, as increased or reduced by any increase or reduction in the applicable rate(s) of GST after the last date for submission of the final price bids and upto the date of invoice, the CONTRACTOR shall forthwith refund to the OWNER such excess, failing which the OWNER may, without any prejudice to any other right of recovery available to the OWNER recover such excess from any payments due to the CONTRACTOR under this or any other contract or from the Security Deposit held under this or under any other contract irrespective of whether such Security Deposit is in the form of Bank Guarantee or in any other form.

3.4.16 Notwithstanding anything contained in forgoing clause 2 and clause 3.4, if there is an increase in the rate of taxes and duties and the financial implication arises beyond the contractual completion period ("Relevant Date" as described in 8.1.4.0 (i) of LSTK GCC), Owner shall reimburse the same, if the increase in rate of taxes and duties is entitled for tax credit to the Owner. In other cases, Contractor shall bear the increase in the rates of taxes and duties.

## **APPENDIX-III**



## **1. Risk Coverage**

- The risk coverage under the policy shall commence from the date and the moment goods/consignments are lifted, mechanically or manually from anywhere in India/ abroad for loading on to the transport (All modes included) and remain in force during loading transit up to the site of erection, unloading and storage at site and intentional storage at any Indian sea/ Airport or port city for bonding and/ or other allocation and distribution to project site/ fabricators. Such intentional storage shall also be covered at offsite storage locations anywhere in India for storage/ storage cum fabrication.
- However, value for such intermediate storage shall not exceed 10% of the project value declared for this automatic cover.
- It shall also remain in force during transportation of items/ dismantled items to and from vendor's work including all risk in course of repair/ reconditioning work at vendor's workshop, transportation from vendor's and supplier's work and warehouse to intermediate site, site stores, handling shifting of goods/consignments, pre-assembly for the purpose of erection, erection, testing and commissioning and until completion of Erection, Testing, all other pre commissioning activities of the plant, Commissioning and Trial Operation of all connected systems in respect of equipment covered and commissioning.
- The risk coverage shall continue till successful commissioning/testing of the project, up to the stabilized load at which the plant is taken over by the principal so that same facilities will be migrated to Corporate Package Policy of IOCL. This is to ensure that at no point of time the facility/facilities remain uninsured.

## **2. Parties whose interests are insured**

- Principal Beneficiary: Indian Oil Corporation Limited (IOCL) and their Subsidiaries and JV's in India.
- Executing Agencies: Contractors and their sub-contractors.

## **3. Risks at site during storage/erection Exceptions (i.e. which are not covered):**

- War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, civil commotion, military, or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any government de jure or de facto or by any public, municipal or local authority.
- Nuclear reaction, nuclear radiation or radioactive contamination. iii. Willful act or willful negligence of the Insured or of his responsible representative.
- Note: Needless to add, such act has to be "gross" and at the decision making level. The onus of proof shall be on the successful bidder.

#### 4. Add-on Covers

1. PER BOTTOM LIMIT / PER SENDING LIMIT FOR INLAND/ IMPORT: Rs. 100 crores
2. Clearance and Removal of debris: 10% of the loss amount subject to maximum of INR 150,000,000
3. Escalation: 20% of the Policy Sum Insured
4. Expediting Expenses: 15% of the net claim amount subject to maximum amount of INR 100,000,000
5. Additional Customs Duty: INR 100,000,000
6. Waiver of Subrogation
7. Surrounding Property: INR 200,000,000
8. Intermediate Storage at Fabricator's workshop: Intermediate Storage at Fabricator's workshop for INR 500,000,000 any one accident and in aggregate
9. 72 Hours Clause
10. Loss minimization Expenses: INR 100,000,000
11. Automatic Restatement Clause: 10% of the Policy Sum Insured subject to maximum of INR 300,000,000 as part of basic cover
12. Professional Fees clause (0.25% of the Sum Insured subject to INR 50,000,000)
13. 50/50 clause:
14. Waiver of Contribution clause
15. Third party Liability: INR 100,000,000 for one accident and INR 250,000,000 for all accidents combined
16. Fragile Items: Rs. 2 crs in each event and in aggregate as part of the basic cover.
17. Cover for loss or Riot, Strike, Malicious Damage: Subject to a limit of INR 500,000,000
18. Extended Maintenance Cover: twelve months
19. Cover for valuable documents: The liability of the insurers shall not exceed in the aggregate during the policy period an amount of INR 7,500,000.
20. Third Party liability during extended maintenance
21. Damage due to falling Objects
22. Property belonging to or held in the premises of the insured: INR 400,000,000
23. **Design defect for DE-4 for EAR Projects and DE-3 for CAR projects or LEG 2/96**

##### **DE 3 Limited Defective Condition Exclusion**

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify

- Property Insured which is in a defective condition due to a defect in design, plan, specification, materials, or workmanship of such Property Insured or any part thereof
- Property Insured lost or damaged to enable the replacement, repair or

rectification of Property Insured excluded by (a) above

Exclusion:

(a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion, the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials, or workmanship in the Property Insured or any part thereof.

**DE 4 Defective Part Exclusion**

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify

- Any component part or individual item of the Property Insured which is defective in design, plant, specification, materials, or workmanship
- Property Insured lost or damaged to enable the replacement, repair or rectification of Property Insured excluded by (a) above

Exclusion:

(a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion, the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials, or workmanship in the Property Insured or any part thereof

24. Hydrocarbon processing endorsement: Limit to be defined
25. Inland Transit to cover movement/ transit between one part of site to other part of site including movement from/to off-site storage spanning over public road in between, cover to include loading, unloading: INR 100,000,000 per conveyance.
26. Civil Engineering Works:
27. Multiple insured including non-vitiation clause:
28. Cessation of Work Clause:
29. Cover of temporary structure and content
30. Public Authority Clause: The total liability of the Company under this clause during the currency of the policy shall not exceed INR 100,000,000.
31. Payment on Account
32. Non-Cancellation clause
33. Primary Insurance clause
34. Underground cables and pipes:
35. Piling endorsement
36. Fire-fighting facilities
37. Warranty concerning structures in earthquakes zones
38. Safety measures w.r.t. precipitation, flood and inundation
39. STFI

APPENDIX-IV

# LOADING CRITERIA FOR RWTP/RODMP/ZLDP/CPU

**PROJECT** : PANIPAT REFINERY EXPANSION  
PROJECT (P-25)  
**OWNER** : M/s IOCL  
**LOCATION** : PANIPAT, HARYANA  
**PMC** : M/s ENGINEERS INDIA LIMITED  
**JOB No.** : B269

1	02.03.2022	REVISED & ISSUED WITH AMENDMENT-01	SC/DD	VS/PKG	JKJ
0	08.11.2021	ISSUED WITH BIDS	SC/DD	VS/PKG	JKJ
A	19.10.2021	ISSUED FOR COMMENTS	SC/DD	VS/PKG	JKJ
Rev. No.	Date	Purpose	Prepared by	Checked by	Approved by

## 1.0 SCOPE OF WORK

The scope of work of Raw Water Treatment Plant (RWTP), RO Based Desalination Plant (RODMP), Zero Liquid Discharge Plant (ZLDP), Condensate Polishing Unit (CPU) & Condensate Polishing Unit-PNCP Area (CPU-PNCP) tender shall include Project Management; Residual Process Design & Detailed Engineering; Procurement; Fabrication; Inspection; Supply; Manufacture; Transportation of all equipment/materials to the work site & Storage at site; assembly, erection & installation; Construction and Erection of Civil & Structural, Mechanical, Electrical, Instrumentation & Piping works; Acid /Alkali proof tiling; Painting; Testing; Pre-commissioning, trial run for 30 days before commissioning; commissioning; Training of IOCL's personnel; performance guarantee test run for 72 hours continuous operation in presence of IOCL's & EIL's Representatives; guaranteeing and handing over of RWTP/RODMP/CPU/ZLDP/CPU-PNCP with complete accessories & auxiliaries to the Client on lump sum turnkey basis as per design basis, equipment list, standards, P&IDs, data sheets, drawings, etc., all complete within BIDDER's specified battery limits including supply of spares, chemicals & consumables.

## 2.0 LOADING ON ACCOUNT OF GAURANTEED POWER CONSUMPTION

2.1 The BIDDER shall furnish along with the price offer Guaranteed Shaft Power Consumption in BKW (per pump) for the following pumps (considered under evaluation) at motor terminal as per FORM SP-8 included in Schedule of Price:



**TABLE: 1**

Item No.	Tag No.	Item (Pump Set)	No. of Pumps (Working + Standby) (Note-1)	Reference Document
a.	475-P-102 A/B/C	Filter Feed Pumps-I	3 Nos.(2 W + 1S)	B269-475-17-44-DS-1007
b.	475-P-108 A/B/C	RO-I Cartridge Filter Feed Pumps	3 Nos.(2 W + 1S)	B269-475-17-44-DS-1023
c.	475-P-109 A/B/C/D/E/F	RO-I Feed Pumps (VFD Driven)	6 Nos.(4 W + 1S + 1 Store Standby)	B269-475-17-44-DS-1025
d.	475-P-110 A/B/C/D/E/F	RO-II Feed Pumps (VFD Driven)	6 Nos.(4 W + 1S + 1 Store Standby)	B269-475-17-44-DS-1028
e.	475-P-111 A/B/C/D	RO-III Feed Pumps (VFD Driven)	4 Nos.(2 W + 1S + 1 Store Standby)	B269-475-17-44-DS-1031
f.	475-P-121 A/B/C	RO-IV Feed Pumps (VFD Driven)	3 Nos.(1 W + 1S + 1 Store Standby)	B269-475-17-44-DS-1062
g.	475-P-112 A/B/C/D/E/F/G	MB Feed Pumps	7 Nos.(5 W + 2S)	B269-475-17-44-DS-1036

### Notes:

- Only Operating pumps shall be considered under evaluation.
- For power consumption guarantee of the pumps, BIDDER to refer the datasheet as indicated in above Table and other relevant process information as provided in bid.



3. BIDDER is required to ensure that equipment/ system are designed for and shall meet the necessary technical requirements as spelt out in the tender documents for smooth operation of the unit.
- 2.2 For each item (stated in Table-1 above), BIDDER shall furnish the guaranteed value of power (Brake KW) required at each pump shaft at the rated point with zero percent positive tolerance including errors in instruments and measurements. For each item, guaranteed shaft power shall be indicated in BkW per Pump in the FORM SP-8 of Schedule of Price (SOP). **"Rated Point" shall mean the maximum flow rate and differential head as mentioned in the Process Datasheet(s) of the respective pump(s).**

- 2.3 Loading on 'Total Guaranteed Shaft Power Consumption' calculated based on guarantee values indicated by the BIDDER as per FORM SP-8 shall be considered for evaluation for 10 Years on the basis of 8000 working hours per year as per the following formula :

$$\text{Loading for Differential Power Cost in INR} = (\text{BKW}_{\text{Guar}} - \text{BKW}_{\text{DAT}}) \times C \times 8000 \times D_F$$

Where

$\text{BKW}_{\text{Guar}}$  = Total Guaranteed Shaft Power (in BkW) at Pump shaft for all operating pumps under evaluation (calculated based on guarantee values quoted by the BIDDER in FORM SP-8)

$\text{BKW}_{\text{DAT}}$  = Datum Value (in BkW) considered for evaluation as per Clause 2.4

C = Cost of Power = INR 7.35 per KWH.

$D_F$  = 4.02 (Discounting factor considering a period of 10 years operation starting from 4<sup>th</sup> year)

#### 2.4 Datum Value ( $\text{BKW}_{\text{DAT}}$ ):

The datum value shall be defined as the arithmetic average of the 'Total Guaranteed Shaft Power (in BkW) at pump shaft for all operating pumps under evaluation' calculated based on guarantee values quoted by all the techno-commercially acceptable BIDDERS in FORM SP-8.

- 2.5 In case BIDDER's value of 'Total Guaranteed Shaft Power' is lower than the 'Datum Value', no negative loading shall be considered for price evaluation. However, the BIDDER's value shall be considered as BIDDER's guarantee and shall have to be demonstrated during testing at the respective pump manufacturer's shop.

- 2.6 The maximum loading to be applied, however, shall not exceed 10% (ten percent) of the total Lumpsum price as quoted by BIDDER in SP-0.

### 3.0 PRICE REDUCTION ON ACCOUNT OF NOT MEETING GUARANTEED POWER CONSUMPTION FIGURES

3.1 All pumps (operating, standby and store standby) from each Item (Pump Set) listed in Table-1 above shall be performance tested at the respective pump manufacturer's shop to demonstrate the Guaranteed Shaft Power figures. The arithmetic average of measured shaft power consumption of all pumps (operating, standby and store standby) of a given item (pump set), shall be considered as Actual Shaft Power Consumption of one operating pump for that item (pump set), which shall be considered for calculating Total Actual Shaft Power Consumption.

3.2 In addition and without prejudice to any other reduction, discount or adjustment in price which the OWNER is entitled to, if the 'Actual Total Shaft Power Consumption (as obtained from performance tests) of all operating pumps under evaluation' exceeds the 'Total Guaranteed Shaft Power' calculated based on guarantee values furnished by the BIDDER in his bid by up to 4%, the OWNER shall be entitled to an adjustment (price reduction) in the Lumpsum Price by way of discount as follows:

a)  $PR = (BKW_{ACT} - BKW_{Guar}) \times C \times 8000 \times D_F$

Where,

PR = Price Reduction on account of excess Shaft Power in Indian Rupees

$BKW_{ACT}$  = Total Actual Shaft Power (in BKW) at pump shaft for all operating pumps under evaluation (Actual Shaft Power shall be as obtained during performance test at shop)


$BKW_{Guar}$  = Total Guaranteed Shaft Power (in BKW) at Pump shaft for all operating pumps under evaluation (calculated based on guarantee values quoted by the BIDDER in FORM SP-8)

C = Cost of Power = INR 7.35 per KWH


$D_F$  = 4.02 (Discounting factor considering a period of 10 years operation starting from 4<sup>th</sup> year)

b) In case excess Power consumption is more than 4% of the guaranteed value, the CONTRACTOR shall carry out mutually agreed repair / rectification / modification / replacement of the equipment to meet the shortfall of guaranteed parameter requirements at his own cost and through his own agency and complete the repair / rectification / modification / replacement to improve the supplied equipment to prove guaranteed parameters in the final testing. The CONTRACTOR shall not be entitled to any extension of time and any additional cost incurred thereof for undertaking any remedy / replacement / rectification as specified above. If the equipment is still not capable of performing within the acceptable limits, it will be Owner's decision with respect to rejection or penalties which shall be final and binding on the CONTRACTOR.




- c) In case the Total Actual Shaft Power as obtained from Performance Test results, is less than the Total Guaranteed Shaft Power figure (calculated based on guarantee values quoted by the BIDDER in FORM SP-8), no benefit shall be passed on to the CONTRACTOR. 
- 3.3 The total reduction in price on all accounts as defined in the various clauses of this document shall be limited to a maximum of 10% (ten percent) of the total Lumpsum price as quoted by BIDDER in SP-0.
- 3.4 While computing price adjustment negative value, if any, shall be ignored and not taken into account.



 <p><b>ENGINEERS INDIA LIMITED</b> <small>(A Govt. of India Undertaking)</small></p>	<b>PACKAGE : RWTP, RO-DMP, CPU &amp; ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL</b>  <b>BIDDING DOCUMENT NO. : SG/B269-475-PA-T-8701/23</b>		
<p>DOCUMENT TITLE: <b>SCHEDULE OF PRICE</b></p>	<p>DOCUMENT NO. <b>A-1.11</b></p>	<p>REV. <b>02</b></p>	<p>PAGE <b>1 OF 14</b></p>


APPENDIX-V

# PREAMBLE TO SCHEDULE OF PRICES (REVISED)

 <p>ENGINEERS INDIA LIMITED (A Govt. of India Undertaking)</p>	<b>PACKAGE : RWTP, RO-DMP, CPU &amp; ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL</b>  <b>BIDDING DOCUMENT NO. : SG/B269-475-PA-T-8701/23</b>		
<p>DOCUMENT TITLE: <b>SCHEDULE OF PRICE</b></p>	<p>DOCUMENT NO. <b>A-1.11</b></p>	<p>REV. <b>02</b></p>	<p>PAGE <b>2 OF 14</b></p>

### **PREAMBLE TO SCHEDULE OF PRICES**

1. Price must be filled strictly in the format enclosed. If price is quoted in separate typed sheets or any variation is noticed with respect to the attached format, the bid is liable to be rejected. In case any contradiction is noticed between price formats attached with bidding document and price format used in price bid submitted, description/ contents of price format attached with bidding document shall prevail.
2. Bidder shall specify name of company and sign & affix seal on all pages of price bid.
3. Bidder shall quote Two prices – **SUPPLY PRICE (SP-1)** and **SERVICE PRICE (SP2)**.
  - a) **SUPPLY PRICE (SP-1)** shall include price of all Materials (Indigenous Supply price quoted in SP-01 A and Imported Supply price quoted in Form SP-01 B) required for completion of the Works in all respects including construction material. SUPPLY PRICE (SP-1) shall mean sum of prices quoted in SP-01A (in INR) and SP-01B (in foreign currency).
  - b) **SERVICE PRICE (SP-2)** shall comprise of Engineering price, prices for Construction Services and other allied services including training required as per bidding document.
4. SUPPLYPRICE (SP-1) and SERVICE PRICE (SP-2) shall be considered as separate prices and the entire contract shall be considered to be fully and conclusively covered under these prices.
5. **Total Lump Sum Price means aggregate of Lump Sum prices quoted in FORM SP-1, and FORM SP-2. However, for convenience of all, bidder is required to summarize above price in FORM SP-0.**
6. Break-up of Lump Sum price indicated in FORM SP-4 & FORM SP-5 is for breakdown of Supply Price and Service Price (including Engineering & construction). However, total price payable under the Contract shall be restricted to Lump Sum price quoted in Form SP-1

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and SP-2 respectively.

7. In case of any contradiction between lump sum price mentioned in FORM SP-0 and breakup of lump sum price mentioned in FORM SP-1 and FORM SP-2, following precedence shall apply :

- a) FORM SP-0;
- b) FORM SP-01A & SP-01B, FORM SP-2


In case of this contradiction, Prices of SP-1 & SP-2 shall be modified on Pro-rata based on Price quoted in Form SP-0, limited to lump sum prices quoted in Form SP-0.

8. **In case of** any contradiction between Lump Sum Prices indicated in SP-01A & SP-01B & SP-2, and their break down in SP-4 & SP-5 respectively; the prices in SP-01A & SP-01B & SP-2 shall prevail respectively
9. **The price quoted shall be Lump sum Price on Turnkey (Supply of services & Material at Project Site) basis. Total payments to be made to the Contractor shall be limited to Lump sum price indicated in the Price Bid, irrespective of the progressive payments made during execution based on the split up of price.**
10. SP-0 is considered as the Contract Price or Total Lump Sum Price which Owner agrees to pay and the Contractor agrees to accept as full compensation for the Contractor's full performance of the Work (i.e. Engineering, Supply and Construction & other services) in accordance with the provisions of the Contract Documents. These Prices shall remain firm, fixed and valid till the completion of the Works and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents and Change Orders, if any subject to the provisions of the Contract.
11. Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Breakup of Prices

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along with his bid or in the billing schedules after award of work. Contractor shall carry entire scope of Work as detailed in various sections/volumes of the Bidding Document within the quoted Price of SP-0

12. **Lump sum prices quoted by the Contractor shall include cost of any other supplies/work(s) services not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free operation of the Plant and to make this package job complete.**
13. **Contractor to note that breakup of Lump sum price in SP forms are for interim payment purpose only and total price payable under the Contract shall be restricted to the Lump sum Price/Contract Price.**
14. Design and Engineering Price indicated in **FORM SP-2 shall not exceed 7% (Seven percent)** of Total Lump Sum Price (in FORM SP-0). In case the price for Engineering Price Component exceeds the above-mentioned limit, then such additional amount shall be payable to the Contractor in the Final Bill.
15. The total price quoted for supply portion in FORMS SP-01A & SP-01B and Engineering Price indicated in FORM SP-2 of Price Schedule i.e. Service Price for Engineering and Supply Price taken together **shall not exceed 68%(Sixty Eight percent)** of the total LumpSum Price (in FORM SP-0). In case the price for Engineering and Supply component exceeds the above-mentioned limit, then such additional amount shall be payable to the Contractor in the Final Bill.
16. **SUPPLY PRICE(SP-1)**
  - 16.1. **SUPPLY PRICE (SP-1)** shall include price of Sale and Supply, to Owner, of all Materials required for completion of job in LSTK Contract as determined by Bidder, within the scope of work, to be necessary to establish, commission and operate the Plant/Unit, delivered on CFR basis at Indian Port of Owner's choice in respect of imported materials, delivered ex-factory for Indigenous materials, and delivery to Site at the price of materials, as specified in the Price Schedule/Schedule of Prices. SUPPLY PRICE shall include price of all Materials required for completion of the Works in all respects and also shall include all associated activities. The guidelines for covering the materials and

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associated activities under **Supply Price** are specified here below:

- 16.2. **SUPPLY PRICE (SP-1)** shall include supply of all materials as mentioned under **SP-4**.
- 16.3. **SUPPLY PRICE (SP-1)** shall include supply of any other Materials, not mentioned under SP-1 and SP- 4, but required as per provisions of the Bidding or Contract Documents.
- 16.4. **SUPPLY PRICE (SP-1)** shall include the price of mandatory spare parts but exclude the price of 2 years recommended spare parts.
- 16.5. **SUPPLY PRICE (SP-1)** shall include the price of spare parts for pre-commissioning, commissioning, defect liability period and the price for such spares shall be included in the individual equipment.
- 16.6. **SUPPLY PRICE (SP-1)** shall include price for special tools and tackles, if any.
- 16.7. **SUPPLY PRICE (SP-1)** shall include supply of lubricants, chemicals, Oils, catalyst etc. as mentioned under **SP-4**, as applicable.
- 16.8. **SUPPLY PRICE (SP-1)** shall include Procurement services of the Materials and shall include other services including but not limited to: clearance of the goods through custom and port clearance including filling and/or filling of all custom manifests, bill of entry, and custom declarations documents relating to identification of the materials necessary for the customs classification and the clearance of the goods through Customs under Into Bond Warehouse Bill of Entry or Bill of Entry for Home consumption, as the case may be and other documents as may be required for the clearance of the goods from custom or port authorities, for which purpose the Owner shall from time to time grant to Contractor or the Contractor's designates, such authority as may be reasonably required by the Contractor ; stevedoring, clearing, forwarding, and handling services as required for clearing, forwarding, and handling imported and indigenous materials and consignments including payment of at Contractor's cost of any demurrage, wharfage, port charges, siding charges, retention charges, detention charges or any other charges whatsoever and howsoever designated or levied by any railway, airport, ship and/ or any other authorities for or in connection with the loading, unloading or deletion of any materials or vessels or other means of transport beyond the

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free period or unloading, clearance, retention or detention of loading, as the case may be, provided by the relevant authorities in this connection.

- 16.9. **SUPPLY PRICE (SP-1)** shall include the cost of all inspections including Third Party Inspection, as applicable as per provisions of the Bidding Document.
- 16.10. **SUPPLY PRICE (SP-1)** shall include cost of transportation; taking delivery of the Materials from the port of delivery in India in respect of imported materials and from the factory or ware house or other places of delivery in respect of indigenous materials and to transport these to the Contractor's stockpiles, go-downs or other places of storage approved by the Owner, and to transport the same from said godowns or places of storage to the work site.
- 16.11. **SUPPLY PRICE (SP-1)** Price shall include supply of all construction materials as required for completion of the Work in all respects under construction portion. Construction Materials, in general, shall include cement, reinforcement bar, sand, aggregates, stones, bricks, earth and clay, nuts and bolts, screws and nails and other fasteners of all kinds, all type of structural steel materials, woods and boards of all kinds, sanitary pipes and fittings, sewage pipes and fittings, drainage pipes and associated fixtures and fittings, cisterns, toilets, toilet seats and other sanitary fittings of any kind whatsoever, water proofing compounds, chemicals, paints, varnishes, white- washes, distempers, plaster of paris and other finishing materials whatsoever, barricading materials of all kinds and welding and other electrodes, lead and other alloys and compounds and consumables whatsoever involved for and / or required for completion of job.
- 16.12. **SUPPLY PRICE** shall also include any incidental or auxiliary supplies which are not specified in the Bidding Document specifically but which are required for completion of Works in all respects which could be reasonably implied from the contents of the Bidding Document.
- 16.13. SP-1 Price shall include all materials which are in the form of finished goods and are consigned to OWNER. SP-1 shall also include consumables whatsoever involved for and / or required for completion of job.

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16.14. All materials under SP-1 shall be the property of OWNER and Contractor shall act as a trustee of OWNER for custody of these materials and any surplus material left at Site shall be regulated as per provisions given in the Bidding document.

16.15. SUPPLY PRICE (SP-1) shall include all applicable taxes & duties except the taxes & duties quoted in Form SP-3 **(Part-A, Part-B and Part-C)**

#### 17. **SERVICE WORKS (SP-2)**


17.1. **SP-2** Price shall include Residual Process Design & Detailed engineering and Construction portion as per requirement for complete work in accordance with the provisions of the Bidding Document. The price in SP-2 shall not include Taxes and duties; the same shall be reimbursed to the Contractor subject to the provisions mentioned in the Special Conditions of Contract.

17.2. **SP-2** Price (under construction portion) shall include prices of all type of construction services required for completing the Works in all respects including construction, testing, pre-commissioning, commissioning, PGTR and handing over to Owner. This shall include all type of Services required for completing the works in all respects as per the scope of work specified in the Bidding Document. The major services are specified here below, without being limited to guidelines mentioned under the Para 17.0

17.3. **SP-2** Price (Construction portion) shall include - Supply, procurement, mobilization and deployment of all labour, construction plant/ equipment/ machinery necessary for lifting, loading, handling, removing, transporting, unloading or securing the materials.

17.4. **SP-2** Price (Construction portion) shall include - The cost of mobilization including but not limited to mobilization of vehicles, movements, machinery, equipment, gear, tools, tackles, and other items and goods and personnel necessary for or to perform the works contemplated under the Contract.


17.5. **SP-2** Price (Construction portion) shall include - The cost of all construction plants and equipment's, vehicles, movements, supply of water and power, construction of temporary roads and access, temporary works, pumps, wiring, pipes, scaffolding, piling, shuttering and other

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materials, supervision, labour, fuel, stores, geo technical investigation

- 17.6. **SP-2** Price (Construction portion) shall include -All supervision charges, establishment charges, overheads, contingencies, site organization, charges etc.
- 17.7. **SP-2** Price (Construction portion) shall include - The cost of all indemnities under the Contract, and insurance premia on insurance required in terms of the Contract documents. **“Insurance” here shall include Insurance other those specified under Owner’s scope.**
- 17.8. **SP-2** Price (Construction portion) shall include - The cost of all rents, royalties, licenses, permits, permission and any other fee, duty, penalty, levy payable on the excavation, transportation of any material or acquisition or use of any right of way or other right, licenses, permit, privilege, permission or uses required for the performance of work.
- 17.9. **SP-2** Price (Construction portion) shall include - Assembly of sub-assemblies, installation, alignment, welding, and Erection Completion under all the disciplines – civil and structural, mechanical, pressure vessels, rotary equipment’s, package equipment’s, HMTD equipment’s, piping, electrical, instrumentation, insulation, fire proofing, refractory, painting, etc as required according to the specifications and drawings.
- 17.10. **SP-2** Price (Construction portion) shall include - Testing, Hydraulic testing/pneumatic testing at Site.
- 17.11. **SP-2** Price (Construction portion) shall include - Pre-commissioning of the complete Unit
- 17.12. **SP-2** Price (Construction portion) shall include - Commissioning of the Complete Unit
- 17.13. **SP-2** Price (Construction portion) shall include - Performance Guarantee runs of the plant
- 17.14. **SP-2** Price (Construction portion) shall include - The incidental cost arising out of Punch list/ check list issued by commissioning team of licensor or owner or operation group of Owner during pre-commissioning / commissioning for smooth and trouble free operation of the



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system/ units.

17.15. SP-2 prices shall include Training charges.

17.16. CONSTRUCTION PRICE shall also include any incidental or auxiliary works which are not specified above or in the specifications or in the Conditions of Contract or in the Bidding Document specifically but which are required for completion of Works in all respects and which could be reasonably inferred from the contents of the Contract Document.


18. It will be the duty of the Contractor to duly observe and perform all laws, rules, regulations, orders and formalities applicable to all Taxes and duties on the manufacture, sale, import and/ or supply of any material to OWNER and/ or applicable Taxes on the services performed by the Contractor pursuant hereto. The Contractor shall keep OWNER indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages, and/ or other levies whatsoever made or levied by the court or Custom Authorities with respect to any alleged breach, evasion, or infraction of such duties, taxes, charges, or levies or any breach or infraction of such laws, rules, regulations, orders, or formalities concerning the same and from the consequences thereof.

19. Bidder shall furnish the details of **taxes & duties in FORM SP-3** (Part-A, Part-B and Part-C) of Schedule of Prices, which would be applicable with respect to Supply Price and Service Price.

20. The Bidder shall indicate in **FORM SP-6** the list of recommended O&M spares for two (2) years normal operation of the Unit/Plant as recommended by the manufacturers of various Systems (other than start up/commissioning, Mandatory spares required during the defect liability period). Prices of O&M spares shall be kept valid for a period of 12 months after the Defect and Liability period. **This Price shall not be considered for Price Evaluation.**


21. PWCAMC (SP-7)

21.1. Bidder shall indicate a separate price for 5(five) years Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) in his bid

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in FORM SP-7 for the listed Item.

- 21.2. The quotation by the bidder indicated in SP-7 for 5(five) years Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) charges is mandatory and shall be considered in the evaluation of the bid.
- 21.3. The Prices for 5(five) years Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) quoted in FORM SP-7 shall not be included in the total Lump sum Price (SP-0).
- 21.4. The 5(five) years Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) charges quoted by the bidder shall be exclusive of all output taxes and duties. For the purpose of comparison of bids, no loading of output tax on charges shall be done. i.e. prices quoted by bidder shall only be considered for comparison of bids. The taxes and duties shall be paid as per prevailing rate against tax invoice and related documents of the contractor.
- 21.5. The price quoted for PWCAMC shall be valid till completion of scope of PWCAMC
- 21.6. IOCL shall place separate order for Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) before the completion of defect liability period.
- 21.7. Cost of each item/system towards PWCAMC charges for a period of 5 years quoted in SP-7 by bidder following methodology shall be applied for ordering purpose:
- 21.7.1. Bidder shall quote minimum 25% of the cost for each item/system (as indicated in SP-4 by bidder for which PWCAMC services have been sought as per technical portion of bidding document) for the PWCAMC charges for a period of 5-years in SP-7 for each item/system separately.
- 21.7.2. Ordering purpose the total PWCAMC charges item/ system wise shall be distributed across 5 years considering 18% of PWCAMC value

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for 1st year, 19% for 2nd year, 20% for 3rd Year, 21% for 4th year & 22% for 5th Year.

21.7.3. In case a bidder quotes less than the minimum stipulated amount towards PWCAMC (i.e., less than the defined % of the cost of system) evaluation shall be done at quoted rate; however, for award of work the differential amount of the minimum % (defined in tender) of the total supply cost quoted and the actual PWCAMC quote shall be adjusted from supply price during release of payments towards supply. This differential amount shall be reimbursed year-wise in same proportion as that of annual PWCAMC value along with PWAMC payment corresponding to the fourth quarter of that particular year.

21.8. 5 year PWCAMC (Post Warranty Comprehensive Annual Maintenance Contract), shall be started after Defect Liability period.

## 22. OPERATION & MAINTENANCE (SP-7)

22.1. Bidder shall indicate a separate price for YEARLY OPERATION & MAINTENANCE in his bid in FORM SP-7.


22.2. The quotation by the bidder indicated in SP-7 for YEARLY OPERATION & MAINTENANCE charges are mandatory and shall be considered in the evaluation of the bid.

22.3. The Prices for YEARLY OPERATION & MAINTENANCE quoted in FORM SP-7 shall not be included in the total Lump sum Price (SP-0).


22.4. The YEARLY OPERATION & MAINTENANCE charges quoted by the bidder shall be exclusive of all output taxes and duties. For the purpose of comparison of bids, no loading of output tax on charges shall be done. i.e. prices quoted by bidder shall only be considered for comparison of bids. The taxes and duties shall be paid as per prevailing rate against tax invoice and related documents of the contractor.

22.5. The price quoted for YEARLY OPERATION & MAINTENANCE shall be valid till completion of Defect liability period.

22.6. Cost of OPERATION & MAINTENANCE charges quoted in SP-7 by bidder following methodology shall be applied for ordering purpose:

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- 22.6.1. Prices for 2 years Operation & Maintenance (O&M) Contract for Unit/Plant considering limit of minimum 4% of lump sum price (as indicated in SP-0 by bidder). Also bidder to note that 1st year O&M charges shall not exceed from 2nd year charges.
- 22.7. The Contractor will be entitled to receive payment of Operation & Maintenance Charges on monthly basis during running/ Operation of the RWTP, RO-DMP, CPU & ZLD Plant. The Yearly operation charges as indicated above shall be on pro-rata basis for arriving Monthly charges for a particular year for Payment purpose, subject to deduction of Penalties and other recoveries, if any, as per provisions and Terms and conditions of the Contract.
- 22.8. The Operation & Maintenance Charges shall also be payable in case the RWTP, RO-DMP, CPU & ZLD Plant is not under operation / shut down for the reason(s) attributable to the Company (IOCL).
- 22.9. The Operation & Maintenance Charges shall not be payable in case the RWTP, RO-DMP, CPU & ZLD Plant is not under operation for the reason(s) attributable to the Contractor. Pro-rata deduction of Operation & Maintenance Charges will be made in the event of non-operation/shut down of the RWTP, RO-DMP, CPU & ZLD Plant for reason(s) attributable to the Contractor.
- 22.10. The situation under Force Majeure condition will be guided as per Force Majeure Clause in the Tender.
- 22.11. The scope of operation shall be as per relevant section of Technical specification (Document no. B269-472/475/476-17-44-SS-1003) and Annexure-X to SCC titled “Guaranties and Penalties for RWTP, RO-DMP, CPU & ZLD” and/or any other part of Technical section.
- 22.12. IOCL shall place separate order for operation and maintenance. However, after placement of order for 2 years operation & maintenance within the validity period, the Prices for 2 years operation & maintenance shall remain firm and fixed till the faithful execution of the Contract.
- 22.13. For recovery of Penalty (if applicable) as per Annexure-X to SCC titled “Guaranties and Penalties for RWTP, RO-DMP, CPU & ZLD”, the monthly Operation Charges shall be considered as monthly (average) Operation Charges for the Particular Year as quoted/accepted for

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the year in which such event of non-compliance occurs.

23. Bidder shall indicate in **FORM SP-8** the Guaranteed Utility Consumption which would be considered for loading as per attached Loading Criteria for the Package.
24. INR = Indian Rupees, USD= US Dollars, EURO= Euros, YEN= Japanese Yen, SGD=Singapore Dollar, GBP=Great British Pound"
25. Deleted
26. Indian Bidders shall quote the price for materials and services to be procured from India and for expenses to be incurred in India only in Indian Rupees.

Indian bidders may quote the prices for materials and services to be imported into India in Foreign Currency. Such bidders quoting in foreign currency shall separately indicate in a list the materials and services to be imported into India and the Foreign Currency price payable for such materials and services. For the purpose of this clause and any other relevant provisions in these documents, Foreign Currency (FC) shall mean and be limited to US DOLLARS, EURO, JAPANESE YEN, SGD and GBP

However, maximum no. of currencies of quote shall be limited to Indian Rupees and any one of the allowed Foreign Currencies mentioned above.

27. The Liability of payment of excess of Custom Duty, on account of change in **DDP Value referred to in FORM SP-4** shall be to Contractor's account.
28. Bidder shall submit unpriced Price schedule (all Forms) indicating 'QUOTED' in all columns in their unpriced bid. Bidder shall submit their Priced Bid duly filled in with prices, stamped & signed by Bidder on each page and scanned & uploaded in the respective "PRICE BID" folders only on the e- procurement Portal as mentioned in the ITB.

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29. Input Tax Credit (ITC) on account of GST is not applicable. 100% loading of GST charges shall be taken into account for evaluation as per the details provided in SP-3 (Part-A, Part-B and Part-C).
30. Bidder confirms that he has noted the contents of the Preamble to Schedule of Price, Price Schedule, Bidding document and quoted his prices accordingly without any deviation and without changing format of Price Schedule including this BOQ.

Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPATREFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

NOTES :

1. The price quoted shall be Lump sum Price on Turnkey basis. Total payments to be made to the Contractor shall be limited to Lump sum price indicated at FORM SP-0 in the Price Bid and Taxes and duties calculated as per the rates quoted in Form SP-3 Part-A, Form SP-3 Part-B, Form SP-3 Part-C irrespective of the progressive payments made during execution based on the split up of price.
2. Refer Preamble to Schedules of Prices enclosed elsewhere in the Bidding document and its subsequent amendment.

Bidder Name :

PRICE SCHEDULE (Form SP-0)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Total Lumpsum Price In Figures To be entered by the Bidder
1	<p>LUMPSUM TURNKEY BASIS WITH SINGLE POINT RESPONSIBILITY INCLUDING BUT NOT LIMITED TO THE FOLLOWING ACTIVITIES OF WORKS:</p> <p>PACKAGE- RWTP, RODMP, CPU &amp; ZLD Plant WITH COMPLETE ACCESSORIES &amp; AUXILIARIES: The scope of work shall include Project Management; Residual Process Design &amp; Detailed Engineering; Procurement; Fabrication; Inspection; Supply; Manufacture; Transportation of all equipment/materials to the work site &amp; Storage at site; assembly, erection &amp; installation; Construction and Erection of Civil &amp; Structural, Mechanical, Electrical, Instrumentation &amp; Piping works; Acid /Alkali proof tiling; Painting; Testing; Pre-commissioning, trial run for 30 days before commissioning; commissioning; Training of IOCL's personnel; performance guarantee test run for 72 hours continuous operation in presence of IOCL's &amp; EIL's Representatives; guaranteeing and handing over of RWTP, RO-DMP, CPU &amp; ZLD Plant to the Client on lump sum turnkey basis as per design basis, equipment list, standards, P&amp;IDs, data sheets, drawings, etc., all complete within Contractor's specified battery limits including supply of spares, chemicals &amp; consumables.</p> <p>Completion of all works in all respects as per provisions of the Bidding Document and directions of the Engineer-in-Charge, including any other activity of work required to complete the Plant in all respects to make the Plant functional.</p>				
1.01	FOREIGN CURRENCY PART	1	Lumpsum	USD	
1.02	INDIAN CURRENCY PART	1	Lumpsum	INR	

<div style="display: flex; justify-content: space-around; margin-bottom: 5px;"> <div style="border: 1px solid black; padding: 2px 10px; background-color: #4f81bd; color: white; cursor: pointer;">Validate</div> <div style="border: 1px solid black; padding: 2px 10px; background-color: #4f81bd; color: white; cursor: pointer;">Print</div> <div style="border: 1px solid black; padding: 2px 10px; background-color: #4f81bd; color: white; cursor: pointer;">Help</div> </div>					
<b>Name of Work: RWTP, RO-DMP, CPU &amp; ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL</b>					
<b>Bidding Document No: SG/B269-475-PA-T-8701/23</b>					
<b><u>BREAKUP OF TOTAL LUMP SUM PRICE - SUPPLY PORTION</u></b>					
<p><b>Notes :</b></p> <p>1. All supplies for the completion of the work shall be included in the Form SP-01A and SP-01B only.</p> <p>2. Bidder to furnish further breakup of Form SP-01A and SP-01B in Form SP-4 in terms of % of total supply price quoted in Form SP-01A and SP-01B, in unpriced part of their Bid, which is enclosed in the Bidding document as PDF.</p> <p>3. No supplies shall be included under Form SP-2.</p>					
<b>Bidder Name :</b>					
<p><b><u>PRICE SCHEDULE (Form SP-01A)</u></b></p> <p><b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b></p>					
<b>NUMBER</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>TEXT #</b>	<b>NUMBER #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>in INR</b>	<b>Total lumpsum Price In <b>Figures</b> To be entered by the Bidder [except GST (IGST/CGST &amp; SGST)]</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>12</b>	<b>13</b>
1	Lumpsum price for supply portion for completion of scope of work as per bidding document which includes following but not limited to: Procurement, supply, transportation, Shop fabrication, assembly testing of all items/ Equipment's / Components / Materials / bought outs, Procurement of raw materials and sub-ordered equipment, bought outs, shop fabrication/assembly, inspection, testing, supply of all spares, consumables, lubricants, chemicals, catalysts, as required, special tools and tackles required for work as per DESCRIPTION PROVIDED IN DETAILED SCHEDULE OF PRICES (Form SP-4) & Bidding Document for RWTP, RO-DMP, CPU & ZLD Plant bidding document.				
1.02	IN INDIAN CURRENCY	1	Lumpsum	<b>INR</b>	



<div style="display: flex; justify-content: space-around; margin-bottom: 5px;"> <div style="border: 1px solid black; padding: 2px 10px; background-color: #4a86e8; color: white; cursor: pointer;">Validate</div> <div style="border: 1px solid black; padding: 2px 10px; background-color: #4a86e8; color: white; cursor: pointer;">Print</div> <div style="border: 1px solid black; padding: 2px 10px; background-color: #4a86e8; color: white; cursor: pointer;">Help</div> </div>					
<b>Name of Work: RWTP, RO-DMP, CPU &amp; ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL</b>					
<b>Bidding Document No: SG/B269-475-PA-T-8701/23</b>					
<b><u>BREAKUP OF TOTAL LUMP SUM PRICE - SUPPLY PORTION</u></b>					
<p><u>Notes :</u></p> <p>1. All supplies for the completion of the work shall be included in the Form SP-01A and SP-01B only.</p> <p>2. Bidder to furnish further breakup of Form SP-01A and SP-01B in Form SP-4 in terms of % of total supply price quoted in Form SP-01A and SP-01B, in unpriced part of their Bid, which is enclosed in the Bidding document as PDF.</p> <p>3. No supplies shall be included under Form SP-2.</p>					
<b>Bidder Name :</b>					
<p><b><u>PRICE SCHEDULE (Form SP-01B)</u></b></p> <p><b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b></p>					
<b>NUMBER</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>TEXT #</b>	<b>NUMBER #</b>
SI. No.	Item Description	Quantity	Units	Quoted Foreign Currency Other than INR as per Bidding Document	Total lumpsum Price In <b>Figures</b> To be entered by the Bidder(except Custom Duty, SWS, and IGST/CGST& SGST and its related cess, if any)
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>12</b>	<b>13</b>
1	Lumpsum price for supply portion for completion of scope of work as per bidding document which includes following but not limited to: Procurement, supply, transportation, Shop fabrication, assembly testing of all items/ Equipment's / Components / Materials / bought outs, Procurement of raw materials and sub-ordered equipment, bought outs, shop fabrication/assembly, inspection, testing, supply of all spares, consumables, lubricants, chemicals, catalysts, as required, special tools and tackles required for work as per DESCRIPTION PROVIDED IN DETAILED SCHEDULE OF PRICES (Form SP-4) & Bidding Document for RWTP, RO-DMP, CPU & ZLD Plant bidding document.				
1.01	IN FOREIGN CURRENCY	1	Lumpsum	USD	

Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

BREAKUP OF TOTAL LUMP SUM PRICE - Engineering, Construction/Installation, Start-up, Pre-Commissioning, Commissioning, PGTR, Training Notes

1. All services for the completion of the work shall be included in the Form SP-2 only.
2. Bidder to furnish further breakup of Form SP-2 in Form SP-5 in terms of % of total service price quoted in Form SP-2, in unpriced part of their Bid, which is enclosed in the Bidding document in PDF.
3. No services shall be included under Form SP-01A and SP-01B.

Bidder  
Name :

**PRICE SCHEDULE (Form SP-2)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Total lumpsum Price In Figures To be entered by the Bidder (except IGST/CGST& SGST and its related cess, if any)
1	2	4	5	12	13
1	Lump sum Engineering price for completion of scope of work as per bidding document which includes following but not limited to: Design and Detailed Engineering of RWTP, RO-DMP, CPU & ZLD Plant Tender as per DESCRIPTION PROVIDED IN DETAILED SCHEDULE OF PRICES (Form SP-5) & as per Bidding Document.				
1.01	IN FOREIGN CURRENCY	1	Lumpsum	USD	
1.02	IN INDIAN CURRENCY	1	Lumpsum	INR	
2	Lump sum price for construction portion as per requirement detailed out in various section of bidding document which includes following but not limited to: Construction, installation completion of work in all respects for Package including required Cranes, Scaffolding, temporary barricading, Transportation and site handling of material/equipments, supply of consumables, tools and tackles, field engineering services, Receipt, storage, conservation, preservation of FIM and contractor supplied items etc. Fabrication, construction, assembly, erection at site for all piping, civil, structural, architectural, mechanical, electrical and instrumentation works within battery limit, coating, painting, testing, etc. providing all temporary works/structures and equipment for completion, obtaining statutory approvals, pre-commissioning, commissioning, performance guarantee test runs, Training to Owner personals, completing all the work in all respects to make system smooth, operable and handing over as per Bidding Document requirements and instructions of the Engineer In Charge				
2.01	IN FOREIGN CURRENCY	1	Lumpsum	USD	
2.02	IN INDIAN CURRENCY	1	Lumpsum	INR	
3	TOTAL OF DESIGN , ENGINEERING AND CONSTRUCTION PRICE [1 + 2]				
3.01	IN FOREIGN CURRENCY	1	Lumpsum	USD	
3.02	IN INDIAN CURRENCY	1	Lumpsum	INR	

Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

TAXES AND DUTIES ON REIMBURSEMENT BASIS (not included in quoted price in SP-0)

Notes:

1. Bidder are advised to consider prevailing rates of taxes & duties for quoting the below percentage. The reimbursement shall be paid against submission of original tax invoices with related documents. All related and relevant documents , but not limited to Original tax invoice, bill of entry, importer invoice, endorsed copy of consignment note or bill of lading etc, shall be submitted by the contractor as per prevailing rules and regulations and as per Clause 3 of SCC-Part B and its amendment thereof.

2. No other taxes and duties except mentioned in this form shall be eligible for reimbursement.

3. Bidder to note that breakup of lump sum price in SP forms are for interim progressive payment purpose only. The total price Payable under the contract shall be restricted to the quoted lump sum price and rate of taxes & duties quoted below. If any mismatch in actual progressive invoice value and rate of taxes & duties quoted below, bidder will adjust the same in lump sum Price quoted in SP forms, so that there should not be any additional liability to the OWNER.

4. Bidder to note evaluation shall be done as per BID DATA SHEET Sl.no. 14 after loading the IGST/GST (at prevailing rate on the last price bid submission date) to be paid by OWNER on FOREIGN CURRENCY part of Services (calculated based on the percentage quoted by bidder in SP-5).

Bidder  
Name :

PRICE SCHEDULE (Form SP-3 PART-A)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Percentage	Rate
1	2	5	13
1	GST on supply of Indigenous goods (on SP-01A)	Percentage	

Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

**TAXES AND DUTIES ON REIMBURSEMENT BASIS (not included in quoted price in SP-0)**

**Notes:**

1. Bidder are advised to consider prevailing rates of taxes & duties for quoting the below percentage. The reimbursement shall be paid against submission of original tax invoices with related documents. All related and relevant documents, but not limited to Original tax invoice, bill of entry, importer invoice, endorsed copy of consignment note or bill of lading etc, shall be submitted by the contractor as per prevailing rules and regulations and as per Clause 3 of SCC-Part B and its amendment thereof.

2. No other taxes and duties except mentioned in this form shall be eligible for reimbursement.

3. Bidder to note that breakup of lump sum price in SP forms are for interim progressive payment purpose only. The total price Payable under the contract shall be restricted to the quoted lump sum price and rate of taxes & duties quoted below. If any mismatch in actual progressive invoice value and rate of taxes & duties quoted below, bidder will adjust the same in lump sum Price quoted in SP forms, so that there should not be any additional liability to the OWNER.

4. Bidder to note evaluation shall be done as per BID DATA SHEET Sl.no. 14 after loading the IGST/GST (at prevailing rate on the last price bid submission date) to be paid by OWNER on FOREIGN CURRENCY part of Services (calculated based on the percentage quoted by bidder in SP-5).

Bidder  
Name :

**PRICE SCHEDULE (Form SP-3 PART-B)**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUMBER	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Percentage	Rate
1	2	5	13
2.1	Basic Customs Duty & other import duties on Supply of Imported Goods other than those mentioned below (on SP-01B)	Percentage	
2.2	SWS on Duties quoted at S.no. 2.1	Percentage	
2.3	IGST / (CGST+SGST) on (on SP-01B + (Duties at Sr. 2.1 and 2.2 above)	Percentage	

Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

**TAXES AND DUTIES ON REIMBURSEMENT BASIS (not included in quoted price in SP-0)**

**Notes:**

1. Bidder are advised to consider prevailing rates of taxes & duties for quoting the below percentage. The reimbursement shall be paid against submission of original tax invoices with related documents. All related and relevant documents, but not limited to Original tax invoice, bill of entry, importer invoice, endorsed copy of consignment note or bill of lading etc, shall be submitted by the contractor as per prevailing rules and regulations and as per Clause 3 of SCC-Part B and its amendment thereof.

2. No other taxes and duties except mentioned in this form shall be eligible for reimbursement.

3. Bidder to note that breakup of lump sum price in SP forms are for interim progressive payment purpose only. The total price Payable under the contract shall be restricted to the quoted lump sum price and rate of taxes & duties quoted below. If any mismatch in actual progressive invoice value and rate of taxes & duties quoted below, bidder will adjust the same in lump sum Price quoted in SP forms, so that there should not be any additional liability to the OWNER.

4. Bidder to note evaluation shall be done as per BID DATA SHEET Sl.no. 14 after loading the IGST/GST (at prevailing rate on the last price bid submission date) to be paid by OWNER on FOREIGN CURRENCY part of Services (calculated based on the percentage quoted by bidder in SP-5).

Bidder  
Name :

**PRICE SCHEDULE (Form SP-3)**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUMBER	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Percentage	Rate
1	2	5	13
3	GST on supply of services offered by Indian Bidder/Indian Member of Consortium/JV, quoted in Indian Currency and Foreign Currency (partbreakup of SP-2 calculated based on percentage quoted in SP-5)	Percentage	

Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

Price Schedule of recommended Spares for Two Years Operation and Maintenance

Notes

- Contractor shall provide itemized priced list of two years operation and maintenance (O&M) spares along with the bid. Prices of O&M spares shall be kept valid for a period of 12 months after contractual mechanical completion. Owner reserves the right to place the order for such O & M spares.
- 2 years operation & maintenance spares shall be furnished as per this format and shall not be included in the quoted supply prices. Quoted 2 years operation & maintenance spares shall not be considered for evaluation.
- Bidder shall indicate Zero (0) in the row where bidder does not recommend spares and the same shall be considered as "Not Quoted"
- Currency of bid shall be as per Preamble to Schedule of Rates.

Bidder

Name :

PRICE SCHEDULE (Form SP-6)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER	TEXT #	TEXT #	NUMBER #	TEXT	TEXT	NUMBER
Sl. No.	Item	Quoted Currency in INR / Other Currency (Select Currency)	UNIT RATE (FOB at Loading Port) - Foreign Supply)/( FOT Despatch Point Price)- Indian Supply	Item Description	Unit	Ocean Freight upto Port of Entry (Mumbai / Kolkata Seaport) / Inland Freight upto Site (in percentage of Column 13)
1	2	12	13	18	19	26
1	AMOUNT OF FOREIGN COMPONENT					
1.01	Item 1	USD				
1.02	Item 2	USD				
1.03	Item 3	USD				
1.04	Item 4	USD				
1.05	Item 5	USD				
1.06	Item 6	USD				
1.07	Item 7	USD				
1.08	Item 8	USD				
1.09	Item 9	USD				
1.10	Item 10	USD				
1.11	Item 11	USD				
1.12	Item 12	USD				
1.13	Item 13	USD				
1.14	Item 14	USD				
1.15	Item 15	USD				
1.16	Item 16	USD				
1.17	Item 17	USD				
1.18	Item 18	USD				
1.19	Item 19	USD				
1.20	Item 20	USD				
1.21	Item 21	USD				
1.22	Item 22	USD				
1.23	Item 23	USD				
1.24	Item 24	USD				
1.25	Item 25	USD				
1.26	Item 26	USD				
1.27	Item 27	USD				
1.28	Item 28	USD				
1.29	Item 29	USD				
1.30	Item 30	USD				
2	AMOUNT OF INDIAN COMPONENT					
2.01	Item 1	INR				
2.02	Item 2	INR				

Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

Price Schedule of recommended Spares for Two Years Operation and Maintenance

Notes

1. Contractor shall provide itemized priced list of two years operation and maintenance (O&M) spares along with the bid. Prices of O&M spares shall be kept valid for a period of 12 months after contractual mechanical completion. Owner reserves the right to place the order for such O & M spares.
2. 2 years operation & maintenance spares shall be furnished as per this format and shall not be included in the quoted supply prices. Quoted 2 years operation & maintenance spares shall not be considered for evaluation.
3. Bidder shall indicate Zero (0) in the row where bidder does not recommend spares and the same shall be considered as "Not Quoted"
4. Currency of bid shall be as per Preamble to Schedule of Rates.

Bidder  
Name :

PRICE SCHEDULE (Form SP-6)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

2.03	Item 3	INR				
2.04	Item 4	INR				
2.05	Item 5	INR				
2.06	Item 6	INR				
2.07	Item 7	INR				
2.08	Item 8	INR				
2.09	Item 9	INR				
2.10	Item 10	INR				
2.11	Item 11	INR				
2.12	Item 12	INR				
2.13	Item 13	INR				
2.14	Item 14	INR				
2.15	Item 15	INR				
2.16	Item 16	INR				
2.17	Item 17	INR				
2.18	Item 18	INR				
2.19	Item 19	INR				
2.20	Item 20	INR				
2.21	Item 21	INR				
2.22	Item 22	INR				
2.23	Item 23	INR				
2.24	Item 24	INR				
2.25	Item 25	INR				
2.26	Item 26	INR				
2.27	Item 27	INR				
2.28	Item 28	INR				
2.29	Item 29	INR				
2.30	Item 30	INR				

Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

PRICES FOR CPWAMC and O&M (Not to be included in quoted prices in form SP-0)

Note: The bidder shall quote the prices for PWCAMC and O&M exclusive of GST. The GST shall be paid as per prevailing rate against tax invoice and related documents of the contractor. (Only basic cost to be quoted by the bidder & applicable GST shall be paid extra at prevailing rate at the time of payment)

Bidder  
Name :

**PRICE SCHEDULE ((Form SP-7)**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUMBER	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Total lumpsum Price In Figures To be entered by the Bidder
1	2	4	5	12	13
1.00	5 (Five) years Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) for Package PLC as per technical portion of bidding document & as per preamble to SOP				
1.01	LUMPSUM CHARGES FOR 5 YEARS PWCAMC FOR SL.NO.1.00	1.00	Lumpsum	INR	
2.00	5 (Five) years Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) for ANALYZERS (except density, moisture, PH/conductivity), as per technical portion of bidding document & as per preamble to SOP				
2.01	LUMPSUM CHARGES FOR 5 YEARS PWCAMC FOR SL.NO.2.00	1.00	Lumpsum	INR	
3.01	Yearly Operation & Maintenance Charges for Operation & Maintenance of RWTP, RO-DMP, CPU & ZLD Plant for FIRST YEAR	1.00	Lumpsum	INR	
4.01	Yearly Operation & Maintenance Charges for Operation & Maintenance of RWTP, RO-DMP, CPU & ZLD Plant for SECOND YEAR	1.00	Lumpsum	INR	



Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL

Bidding Document No: SG/B269-475-PA-T-8701/23

**GUARANTEE POWER CONSUMPTION**

Bidder  
Name :

**PRICE SCHEDULE ((Form SP-8)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Units	Quantity In Figures per Pump To be entered by the Bidder
1	<b>GUARANTEED UTILITIES FOR RWTP, RO-DMP, CPU &amp; ZLD Plant PACKAGE AS PER BIDDING DOCUMENT AND SUBSEQUENT AMENDMENT, IF ANY</b>		
1.01	Power Consumption per Pump for Filter Feed Pumps-I identified in Loading Criteria Chapter of Tender.	BKW	
1.02	Power Consumption per Pump for RO-I Cartridge Filter Feed Pumps identified in Loading Criteria Chapter of Tender.	BKW	
1.03	Power Consumption per Pump for RO-I Feed Pumps (VFD Driven) identified in Loading Criteria Chapter of Tender.	BKW	
1.04	Power Consumption per Pump for RO-II Feed Pumps (VFD Driven) identified in Loading Criteria Chapter of Tender.	BKW	
1.05	Power Consumption per Pump for RO-III Feed Pumps (VFD Driven) identified in Loading Criteria Chapter of Tender.	BKW	
1.06	Power Consumption per Pump for RO-IV Feed Pumps (VFD Driven) identified in Loading Criteria Chapter of Tender.	BKW	
1.07	Power Consumption per Pump for MB Feed Pumps identified in Loading Criteria Chapter of Tender.	BKW	
	<b>NOTE:</b>		
	i)Refer Loading & Guarantee Criteria [Document No.B269-472/475/476-17-44-LC-8701) attached as Annexure-A-X of SCC of the Bidding document and its Amendment (if any).		
	ii)The guarantee values as above should be quoted in Priced Bid. Guaranteed values should not be quoted/ mentioned in the Un-priced Bid.		
	iii)The guarantees as quoted by bidder in this format shall be considered for price loading purpose for evaluation and award. (Refer Loading and Guarantee Chapter of tender for details).		

<b>FURTHER BREAK-UP OF LUMP SUM PRICE FOR SUPPLY PORTION</b>					
<b>(AS QUOTED IN FORM SP-01A and SP-01B)</b>					
<b>Name of Work: RWTP, RO-DMP, CPU &amp; ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL</b>					
<b>Bidding Document No: SG/B269-475-PA-T-8701/23</b>					
<b>Bidder Name:</b>					
<b>Notes:</b>					
1) Bidder to furnish breakup of Form SP-01A & SP-01B price in this Form SP-4 in terms of % of Form SP-1 prices.					
2) Bidder to ensure that total of percentage indicated against all the items below respectively for foreign currency and Indian Currency shall be total 100% each for Foreign Currency and Indian Currency quoted in Form SP-1.					
3) This duly filled in form SP-4 with % is required to be submitted in Unpriced Bid only.					
<b>PRICE SCHEDULE (FORM SP-4)</b>					
SL. NO.	DESCRIPTION	Foreign Currency (in %)		Indian Currency (in %)	
		Sole Bidder/ Leader of Consortium/JV	Member of Consortium/JV	Sole Bidder/ Leader of Consortium/JV	Member of Consortium/JV
	<b>BREAK UP OF SUPPLY PRICE</b>				
A	<b>Supply of All equipments/materials</b>				
A-1	<b>Mechanical Equipment other than Piping</b>				
a	All Pumps with Divers and all associated				
b	Auxiliaries and accessories as required				
c	All Packages				
d	All Vessels including internals				
e	All Exchangers				
f	Chain Pulley, EOT Crane and Handling Equipment				
g	ANY OTHER ITEM NOT MENTIONED ABOVE BUT REQUIRED FOR COMPLETION OF WORK (BIDDERS TO SPECIFY)				
A-2	<b>Piping</b>				
a	A/G Piping Material along with all valves. Fittings, flanges, fasteners, ect. Including firefighting system				
b	A/G Piping Material along with all valves. Fittings, flanges, fasteners, ect. excluding firefighting system				
A-3	<b>Electrical</b>				
a	All Electrical equipment, lighting, earthing & Lighting protection equipment with all associated auxiliaries and all other requirement as per bidding document				
b	All cable, cable trays, supports etc.				
c	Distribution transformer, PCC and MCC in sub station				
A-4	<b>Instrumentation</b>				
a	Analysers (Except Density, Moisture, pH and Conductivity)				
b	Package PLC				
c	All field mounted instruments				
d	All instrument cable, cable trays, Junction box, supports etc.				
e	All Flow Meter, Control valve and any other item require as per the bidding document				
A-5	Mandatory & other Spares including spares for pre-commissioning and commissioning				
A-6	Supply, Unloading, handling and storage of all chemicals and consumables (including provision of necessary facilities)				
A-7	Special Tools and Tackles				
A-8	Construction Material (Steel, Cement, Rebars, aggregate, sand, gravels etc.)				
A-9	Any other material / item required for completion of the package works but not specifically identified and covered above for completion of Units. (BIDDER TO SPECIFY).				
	<b>TOTAL SUPPLY PRICE</b>	<b>100%</b>		<b>100%</b>	

BREAKUP OF TOTAL LUMP SUM SERVICE PRICE - ENGINEERING, CONSTRUCTION / INSTALLATION, START-UP, PRE-COMMISSIONING, COMMISSIONING, PGTR, TRAINING (AS QUOTED IN FORM SP-2)					
Name of Work: RWTP, RO-DMP, CPU & ZLD Plant of PANIPAT REFINERY EXPANSION (P-25) PROJECT OF M/s IOCL					
Bidding Document No: SG/B269-475-PA-T-8701/23					
Bidder Name:					
Notes:					
1) Bidder to furnish breakup of Form SP-2 in Form SP-5 in terms of % of total Service Price quoted in Form SP-2.					
2) Bidder to ensure that total of percentage indicated against all the items below respectively for foreign currency and Indian Currency shall be total 100% each for Foreign Currency and Indian Currency quoted in Form SP-2.					
3) This duly filled in form SP-5 with % is required to be submitted in Unpriced Bid only.					
PRICE SCHEDULE (FORM SP-5)					
SL. NO.	DESCRIPTION	Foreign Currency (in %)		Indian Currency (in %)	
		Sole Bidder/ Leader of Consortium/JV	Member of Consortium/JV	Sole Bidder/ Leader of Consortium/JV	Member of Consortium/JV
B-1	Design and Detailed Engineering of RWTP, RO-DMP, CPU & ZLD Plant tender, Break up of FORM SP-2 Price.				
B-1.1	Residual Design & Basic Engineering				
B-1.2	Detailed Engineering & Document Approval				
B-1.3	Vendors final documents for supply items duly certified				
B-1.4	As -Built Documentation				
B-1.5	3D model				
B-1.6	HAZOP				
B-2	CONSTRUCTION / FABRICATION & ERECTION / INSTALLATION AS DETAILED IN FORM SP-2				
B-2.1	Civil / Structure work/ Building works				
a	All Civil work as mentioned else ware in bid document				
b	All Structural work as mentioned else ware in bid document				
c	Civil Work for Building				
B-2.2	Mechanical Equipment other than Piping				
a	All Pumps with Divers and all associated				
b	Auxiliaries and accessories as required				
c	All Packages				
d	All Vessels including internals				
e	All Exchangers				
f	Chain Pulley, EOT Crane and Handling Equipment				
g	ANY OTHER ITEM NOT MENTIONED ABOVE BUT REQUIRED FOR COMPLETION OF WORK (BIDDERS TO SPECIFY)				
B-2.3	Piping				
a	A/G Piping Material along with all valves. Fittings, flanges, fasteners, ect. Including firefighting system				
b	A/G Piping Material along with all valves. Fittings, flanges, fasteners, ect. excluding firefighting system				
B-2.4	Electrical				
a	All Electrical equipment, lighting, earthing & Lighting protection equipment with all associated auxiliaries and all other requirement as per bidding document				
b	All cable, cable trays, supports etc.				
c	Distribution transformer, PCC and MCC in sub station				
B-2.5	Instrumentation				
a	Analysers (Except Density, Moisture, pH and Conductivity)				
b	Package PLC				
c	All field mounted instruments				
d	All instrument cable, cable trays, Junction box, supports etc.				
e	All Flow Meter, Control valve and any other item require as per the bidding document				
B-3	Pre-commissioning & commissioning as per bidding document				
B-4	Conducting training to Owner personals and Performance Guarantee Test Runs as per Bid requirements				
B-5	MISCELLANEOUS - Any other item not covered above but required for the completion of work.				
	TOTAL SERVICE PRICE	100%		100%	

**PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING**

**In the case of a Proprietary Concern:**

I hereby declare that neither I, in my personal name nor in the name of my Proprietary concern, M/s\_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner are presently on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

**(Here give particulars of blacklisting or holiday listing, and /or inquiry and in absence thereof state "NIL")**

**In the case of a Partnership Firm:**

We hereby declare that neither we, M/s \_\_\_\_\_, which is submitting the accompanying Bid/Tender, nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently, are placed on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s) against us or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

**(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL")**

**In the case of Company:**

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Indian Oil Corporation Ltd. Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

**(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL")**

**In the case of Consortium:**

We hereby declare that none of the members of the Consortium are presently placed on any holiday list or blacklist declared by Indian Oil Corporation Ltd. Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

**(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL")**

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting or holiday listing) available to Indian Oil Corporation Ltd.

**Place:**

**Signature of Bidder**

**Date:**

**Name of Signatory**