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Tender No: 3200000481

**LSTK PACKAGE FOR PFCC UNIT FLUE GAS WET GAS
SCRUBBER SYSTEM AT MRPL, MANGALURU**



SECTION-5

SCHEDULE OF LUMP SUM PRICE

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1.0 **PREAMBLE TO SCHEDULE OF PRICES**

- 1.1 Bidder's quoted prices shall be strictly as per various FORMS included under Schedule of Prices. Bidder shall quote LUMPSUM PRICE for entire scope of work as per provisions of the Bidding Document in FORM SP-'0'. This LUMPSUM PRICE may also be referred to as Total Lumpsum Price or Contract Price. Bidder shall also quote break up of LUMPSUM PRICE separately for Design and Detailed Engineering (FORM SP-1), Supply (FORM SP-2) and Construction/Installation (FORM SP-3). Bidder shall furnish further break up of lumpsum prices as per Form SP-4, SP-5 and SP-6. These Breakup of Prices (i.e. FORM SP-1, SP-2, SP-3 and further break-up in Forms SP-4, SP-5 and SP-6) are only meant for the purpose of Milestone Payment and finalisation of Billing Break-up during the execution of the Contract.
- 1.2 The above Total Lumpsum Price (Form SP-0) shall be considering for Contract as "Works Contract Service".
- 1.3 Lumpsum price shall include cost of any other supplies/work(s)/Services not specifically mentioned in the Bidding Document but are necessary for the efficient, trouble free operation of the complete package, irrespective of, whether the above unspecified supplies/work(s)/services are specifically mentioned in the bidder's bid or not.
- 1.4 The price quoted shall be lumpsum price on turnkey basis. Total payments to be made to the Contractor shall be limited to lumpsum price indicated, irrespective of the progressive payments made during execution based on the split up of price.
- 1.5 Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Breakup of Lumpsum Prices along with his bid or in further detailed breakup of lumpsum prices furnished after award of Work. Contractor shall carry out and complete entire scope of work/supplies/Services as detailed in various sections/volumes of the Bidding Document within the quoted Lumpsum Price.
- 1.6 Lumpsum 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.
- 1.7 **The Price for Supply component quoted in FORM-SP-2 shall not exceed 60% (Sixty Percent) of the Total Lumpsum Price. In case the price for Supply component exceeds the above mentioned limit, then such additional amount shall be payable to the Contractor in the Final Bill.**
- 1.8 **The Price for Design & Detailed Engineering Component quoted in FORM-SP-1 shall not exceed 5% (Five Percent) of the Total Lumpsum Price. In case the price for Design & Detailed**



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Engineering Component exceeds the above mentioned limit, then such additional amount shall be payable to the Contractor in the Final Bill.

- 1.9 Spares for start-up/commissioning and mandatory spares required are in CONTRACTOR's scope and are deemed to be included in their above quoted Lumpsum Prices.
- 1.10 In case of any contradiction between lumpsum price mentioned in SP-0, and the breakup of lumpsum price mentioned in SP-1, SP-2, SP-3, SP-4, SP-5 and SP-6 the following order of precedence shall apply:
- (i) SP-0;
 - (ii) SP-1, SP-2, SP-3.
 - (iii) SP-4, SP-5, SP-6.

The Prices indicated in FORM SP-0 shall be final & binding and shall be considered as "Total Lumpsum Price" for complete Scope of Work and breakup of Prices shall be reworked to match with Prices as per Form SP-0.

- 1.11 Following Forms of Schedule of Price are also enclosed.
- FORM-SP-7 indicating 2 years O&M spares
 - Bidders will be required to quote for their Recommended Two years Operation and Maintenance Spares (with a price validity of 01 year from the date of award of main equipment) but the same will not be considered for price evaluation
- 1.12 It shall be the sole responsibility of the CONTRACTOR to duly observe and faithfully perform and fulfil all obligations of all laws, rules, regulations, orders and formalities during the entire period/currency of the Contract, applicable to Goods and Service Tax (GST), Customs Duty, etc. on the import, manufacture, sale and/or supply of any material(s)/equipment to the OWNER and faithful performance of the works contract service under the Contract. The CONTRACTOR shall keep the OWNER and its Consultant indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.
- 1.13 The Price of Works Contract Service shall be deemed to cover various factors including but not limited to cost of materials/equipment/Services, overheads, bidding cost, financing costs, profits, mobilization & demobilization cost etc., as applicable. Unless the scope expressly excludes certain provisions from the CONTRACTOR's scope in the Bidding document/Contract, no additional



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payment on any such head expressly not mentioned herein in the bidding document/contract shall be entertained on a later date.

- 1.14 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" folder only on the e-Procurement Portal as mentioned in the ITB/NIT in the following manner:
- Total Lumpsum Price as per FORM SP-0.
 - Breakup of Prices as per Form SP1, SP-2 and SP-3 and further Break-Up of Prices as per Form SP-4, SP-5 & SP-6.
 - Cost of Recommended Spares for the Two Years Operation and Maintenance in FORM SP-7.
- 1.15 Quoted Lump sum price shall be exclusive of Comprehensive Insurance (Marine cum transit cum storage and erection) till handing over of the package, as per provision of the Bidding Document. However, the insurances to be taken by the Contractor as per provision of the bidding document shall be included in the lumpsum quoted price.
- 1.16 The unpriced commercial bid shall contain the unpriced copy of price bid format indicating "Quoted" against respective item(s) against each Form.
- 1.17 The Lumpsum quoted price shall be deemed to be inclusive of all taxes and duties, municipal taxes, statutory levies, royalty, customs duty and custom related duties, Direct tax / Income tax / Withholding tax for foreign bidders (If applicable) GST compensation cess (if applicable) irrespective of whether the same is categorically specified or not but exclusive of "Goods and Service Tax" (hereinafter callings) (i.e., IGST or CGST and SGST/UGST) applicable in case of interstate supply of intrastate supply respectively. The GST as legally leviable & payable by the Contractor under the provisions of applicable law(s) shall be reimbursed by MRPL as per contractor's GST invoice to MRPL. Prices, taxes, duties including GST on any transaction between contractor and sub-supplier / sub-contractor shall be included in the lumpsum price quoted by the bidder.

Kindly note that the Quoted Price shall be as per SCC Clause no 6.0 (Price, Taxes and Duties).

- 1.18 The price schedule and Lumpsum price shall be deemed to include and cover (unless otherwise expressly specified to the contrary in any contract document(s)):
- a) The cost of all indemnities under the Contract, and insurance premiums on insurance required in terms of the Contract documents or otherwise under any law, rule or regulation, and the cost of all risks whatsoever (foreseen and unforeseen) including but not limited to risks of delay or extension of time or reduction or increase in the work or scope of work and/or cancellation of Contract, and/or accident, strike, civil commotion, war, strike, labour trouble, third party breach,

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fire, lighting, inclement weather, storm tempest, flood, earthquake and other acts of God, Government regulation or imposition or restriction, dislocation of road, rail, sea, air and other transport, access or facility, flooding of site and/or access roads and approaches thereto, suspension of work, sabotage and other cause whatsoever.

- b) The cost of all inspections, tests and certificates relative thereto including third party tests and/or inspections where necessary, and of items, instruments, plant and/or tools and appliances required to conduct such inspection and tests.
- c) The cost of all materials supplied and/or intended for incorporation in the works supplied within the scope of work, delivery thereof to the job site, loading, transportation and unloading storage, security thereof, waste on materials, and return of empties and surpluses.
- d) The cost of all escalations (foreseen and unforeseen) including but not limited to increase in government taxes and duties, labour costs and material costs and other inputs whatsoever
- e) All supervision charges, establishment's overheads, finance charges and other costs and expenses and charges to the Bidder, and the Bidders profit of and relative to the work and/or supply.
- f) The cost of all deductions, reductions, discounts, adjustments and withholdings whatsoever under or in connection with the contract

1.19 The total payment shall be deemed to include use of steel scaffolding for carrying outworks at all heights and depths and use of cranes for erection & assembly of work.

~~1.20 Price shall be quoted both in figures as well as in words in clear legible writing.~~

1.21 The lumpsum price(s) quoted shall not be subject to escalation or increase for any reason whatsoever.

1.22 CURRENCIES OF BID AND PAYMENT

- a) Currency of Bid: Currency of Bid shall be in Indian Rupees (INR) in accordance with the provision of Instructions to Bidder (ITB).
- b) Bid Currencies once quoted shall not be allowed to change.

~~1.23 In the event of a conflict between price quoted by the bidder in words and figures in the Forms of this schedule of prices, price quoted in Words shall be deemed to be the quoted price.~~

1.24 Bidder shall specify name of company and sign & affix seal on all pages of price bid.

1.25 Bidder to note that statutory variations on Goods and Service Tax (GST) applicable on finished goods supplied from the contractor's works and services shall only be permissible up to contractual completion period or approved extended period and limited to the maximum value as indicated by the Bidder in the FORMS of this Schedule of Prices. All other variations in GST shall be to contractors account.