

Tender No: IWAI/NW-4/Pontoon/2017

TENDER DOCUMENT

For

**Design, construction, supply and installation of steel Pontoons
for providing floating terminal facilities on River Krishna in
NW-4, Andhra Pradesh**

May 2017



**INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
A-13, SECTOR – 1, NOIDA - 201301 (UP)**

Tel (0120) 2522971

Web site: www.iwai.nic.in,

<https://eprocure.gov.in/eprocure/app>

E-mail: ce.iwai@nic.in

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(SECTION-I)
NOTICE INVITING E-TENDER



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NOTICE INVITING E-TENDER

The Inland Waterways Authority of India (IWAI) hereby invites online tenders/bids under two cover systems i.e. Technical and Financial Bid from resourceful and reputed ship builders/ ship repairers for **Design, construction, supply and installation of steel Pontoons for providing floating terminal facilities on River Krishna in NW-4, Andhra Pradesh.**

S.N O	Item	Quantity in nos.	Estimated cost (in rupees)	EMD (in Rupees)
1.	Design, construction, supply and installation of steel Pontoons for providing floating terminal facilities on River Krishna in NW-4, Andhra Pradesh	4 nos.	600 lakhs	12.0 Lakh

TERMS & CONDITIONS

- Interested bidders may download the bid document from IWAI's website <http://www.iwai.nic.in> and CPP Portal Website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in Critical Date Sheet as under.

CRITICAL DATE SHEET

Publishing Date	12.05.2017
Document Download Start Date	12.05.2017
Pre bid meeting	23.05.2017 at 15:00 hrs
Bid Submission Start Date	07.06.2017
Bid Submission Closing Date	17.06.2017 upto 17.00 hrs
Bid Opening Date	19.06.2017 at 15.00 hrs

Applicant would need to pay the cost of tender document/bid along with the application through RTGS for Rs. 5000/- in favor of "IWAI FUND".

- Name of Bank Account : IWAI Fund
- Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi-110001.
- Bank Account number : 90622150000086
- IFSC : SYNB0009062
- MICR CODE : 110025077

Tender document will be available on the two above website from 12.05.2017 to 17.06.2017. A signed declaration stating that no alteration has been made in any form in the downloaded tender document/bid is to be enclosed with the tender by bidder. The amendment/clarification, if any to the document will be available on the above website.

2. Tender shall agree to the terms & conditions of the tender for bidding and accordingly submit an undertaking in this regard.
3. Eligibility Criteria: The eligibility criteria for the participation in the tender for above work shall be as follows:
 - (a) The Tenderer shall be single entity. No consortium will be allowed.
 - (b) The firm should have successfully completed (not less than 90% of contract value), as a prime contractor of similar works during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:
 - i) Three similar completed works each costing not less than 40% of estimated cost
 - ii) Two similar completed works each costing not less than 60% of estimated cost
 - iii) One similar completed work costing not less than 80% of estimated cost
 - (c) The similar work constitutes design, construction and supply of inland vessels like propelled/non propelled barge/pontoon or sea going vessels with duly certified by any classification society or registering authorities under inland vessel act or any other relevant act/regulation.
 - (d) A preliminary design and detailed schedule for detailed design, supply, installation, testing and commissioning is required to be submitted.
 - (e) An undertaking on the non-judicial stamp paper with regard to the mobilization & schedule of work within 15 days from the date of signing of the contract or one month from the date of issue of the work order whichever is earlier must be submitted. In the event of failure, the contract is liable for termination.
 - (f) The details of manufacturing yard as the proof of adequate capacity available for the work which must include the size, capacity, etc. is required to be furnished along with the registration and survey certificate (if any) from the concerned organization.

AND

One completed work (either part of (i) or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central Government Department/State Government Department/Central Autonomous Body/State Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette strictly in compliance with the classification society, during the last 5 years.

- (g) The Tenderer should have an average annual turnover of not less than estimated cost for the preceding 3 years. (Audited Balance sheets showing turnover, Profile & Loss account of the firm for the preceding 03 years (2015-16, 2014-15, 2013-14) should be submitted along with the tender document).
 - (h) The firm should be solvent for an amount of 40% of the estimated cost and submit the scan copy of Solvency certificate from a nationalized/scheduled bank as the documentary proof.
 - (i) Documentary proof duly certified by a chartered accountant for annual turnover by the concerned bank should be enclosed with the tender.
 - (j) The tenderer should submit the copies of Registration Certificate of the firm/agency, Number of PF, ESI & Service Tax issued by Competent Authority along with the documentary proof.
 - (k) The tenderer should submit documentary evidence on financial resources for execution of the above works.
 - (l) Copy of registration for VAT or WCT
 - (m) Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.
4. Tenders must be accompanied by Earnest Money Deposit of Rs. 12.0 lakhs in the form of RTGS from a Nationalized/Scheduled Bank in favour of IWAI Fund. Details of the account are as follows:
- (i) Name of Bank Account : IWAI Fund
 - (ii) Bank Name and Address: Union Bank of India, Sector 15, Noida 201301
 - (iii) Bank account number: 5132020500000007
 - (iv) IFSC: UBIN0551325
 - (v) MICR CODE : 110026055
5. **The work shall be completed in all respect and deliver/install the pontoons at the designated site within a period of seven months from the date of signing of agreement.**
6. The pre bid meeting will be held on 23.05.2017 at 15:00hrs in IWAI office at Noida.
7. The complete bid as per the tender documents should be submitted online at <https://eprocure.gov.in/eprocure/app> by 1700 hours on 17.06.2017. The technical bids would be online opened on 19.06.2017 at 15.00 hours in the presence of the representatives of the bidders, if any.

8. The proposal, or any query or clarification on the bid document shall be submitted to the following address:

Chief Engineer -I
Inland Waterways Authority of India
A-13, Sector-1, Noida-201301
Tel: (0120) 2522971
E-mail: ce.iwai@nic.in,

9. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Chief Engineer - I

(SECTION-II)

INSTRUCTION TO BIDDERS

Instructions to Bidders (ITB)

Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online through' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From "my favourite's" folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/ Formats.

- 14) If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17) Bidder should submit the Tender Fee/ EMD as specified in the tender. Earnest money shall be accepted in the form of RTGS from a Nationalized/Scheduled Bank. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 20) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 21) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 22) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 24) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the

difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- 25) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 26) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 27) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 28) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 29) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 30) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 31) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 32) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:

Chief Engineer - I
Inland Waterways Authority of India
A-13, Sector-1, Noida-201301
Tel: (0120) 2522971
E-mail: ce.iwai@nic.in,

Table of Clauses

Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e procurement
<https://eprocure.gov.in/eprocure/app>

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A. General

1. Scope of Bid

- 1.1** The Owner, Inland Waterways Authority of India, represented by Chairperson, IWAI invites online bids for **“Design, construction, supply and installation of steel Pontoons for providing floating terminal facilities on River Krishna in NW-4, Andhra Pradesh** as described in these documents and referred to as “the works”.
- 1.2** The successful bidder will be expected to deliver the pontoon with complete installation of all necessary accessories at the prescribed terminal location on River Krishna in NW-4, Andhra Pradesh within seven months from the signing of the agreement to this effect.
- 1.3** Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1** The expenditure on this project will be met by Inland Waterways Authority of India (IWAI).

3 Eligible Bidders

- 3.1** This Invitation for online Bid is open to all bidders engaged in supply of certified vessel of required category and eligibility criteria shall be as described in NIT
- 3.2** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government an undertaking for above to be submitted.

4. Qualification of the Bidder

- 4.1** This invitation for online bids is open to all manufacturers and their dealers registered with the applicable Authorities under the appropriate laws for the time being in force in India.
- 4.2** All bidders shall include the scanned copy of following information and documents with their bids online.
 - a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
 - b) Total monetary value of similar works performed for each of the last seven years.
 - c) Experience certificate in works of similar nature and size for each of the last seven years with satisfactory certificates from clients.
 - d) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover and IT returns for the past three years.

- e) Evidence of adequacy of working capital for the contract [access to line (s) of credit and availability of other financial resources]
- f) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- g) Valid Income Tax clearance certificate.
- h) Evidence of availability (either owned or leased or rented) of shipyard where the pontoon is proposed to be built. The bidder to submit the details of the Yard owned by him, in case the Yard is on rent or lease, a copy of the lease or rent agreement to be enclosed as evidence . No change of Yard or place of construction shall be allowed.
- i) Qualification and experience of key site management and technical personnel proposed for the work.
- j) Details of the contracts if any having delay in completing the work more than one year over and above contractual delivery period.
- k) Copy of registration for VAT or WCT

4.3 Bids from single entity only. No consortium will be allowed.

4.4 A To qualify for award of the Contract, each bidder should have:

- i) Average annual financial turnover during last three years ending 31st March of the previous financial year (in all cases of ship building work only) of not less than estimated cost of the amount prescribed in Notice Inviting E- Tender for which bid has been invited.
- ii) The firm should be solvent for an amount of 40% of the estimated cost and submit the scan copy of Solvency certificate from a nationalized/scheduled bank as the documentary proof.
- iii) Satisfactorily completed (not less than 90% of contract value), as a prime contractor of similar works during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:
 - j) Three similar completed works each costing not less than 40% of estimated cost
 - iv) Two similar completed works each costing not less than 60% of estimated cost
 - v) One similar completed work costing not less than 80% of estimated cost

The similar work constitutes design, construction and supply of inland vessels like propelled/non propelled barge/pontoon or sea going vessels with duly certified by any classification society or registering authorities under inland vessel act or any other relevant act/regulation.

- b) Escalation factor as specified below shall be used to bring the value of such completed works at the level of current financial year i.e. 2017-18.

Year Before	Multiplying Factor
One	1.07
Two	1.14
Three	1.22
Four	1.31
Five	1.40

Six	1.50
Seven	1.60

4.4 B (a) Each bidder must produce:

(i) An affidavit on a Stamp Paper, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the document as specified shall make the bid non-responsive. Scanned copy is to be submitted online. The original Affidavit must be submitted before closing date.

(b) Each bidder must demonstrate:

(i) Evidence of availability (either owned or leased or rented) of shipyard where the pontoon is proposed to be built. The bidder to submit the details of the yard owned by them, in case the yard is on lease or rented, a copy of the lease or rent agreement to be enclosed as evidence.

(ii) Availability of technical, managerial and skilled personnel for this work.

4.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) Record made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring.
- (iii) Tampered the bid document in any manner.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one online Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Owner will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Content of Bidding Documents

7.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 9:

- 1. Notice Inviting Tender
- 2. Instructions to Bidders
- 3. Forms of bid and Bank Guarantee

4. Conditions of Contract

(Part I General Conditions of Contract and Contract data; Part II Special Conditions of Contract)

5. Technical Specifications.

7.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, forms and Drawings in Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

8. Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the owner in writing or by facsimile at the owner's address indicated in the Notice Inviting Tenders. The Owner will respond to any request for clarification received prior to the pre bid meeting. Copies of the Owner's response will be uploaded including a description of the inquiry, but without identifying its source.

8.2.1 If a pre-bid meeting is to be held, the bidder or his official representative is invited to attend it.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The bidder is requested to submit any questions in writing or by fax so as to reach the Owner not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded.

8.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9. Amendment of Bidding Documents

9.1 Before the deadline for online submission of bids, the Owner may modify/amend/make addition in the bidding documents for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder by issuing addenda/corrigendum.

9.2 Any addendum/corrigendum uploaded on website shall be part of the bidding documents. Corrigendum/Addendum will be available on website. The modification /amendment/additions in the bidding document shall be binding on the prospective bidders.

9.3 To give prospective bidders reasonable time in which to take a corrigendum/addendum into account in preparing their bids, the Owner shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 19.2.

C. Preparation of Bids

10. Language of Bid

10.1 All documents relating to the Bid shall be in English.

11. Documents Comprising the Bid

11.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I: This shall be named Technical Bid and shall comprise scanned copies of:

- (i) For bidding documents downloaded from the website <https://eprocure.gov.in/eprocure/app> , the scanned copy of the demand draft for the cost of the bidding documents must be uploaded. The original demand draft is to be deposited in the office before the bid submission closing date.
- (ii) A scanned copy of the Earnest Money must be uploaded. The original of the Earnest money deposit to be deposited in the office before the bid submission closing date.
- (iii) Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4;
- (iv) Undertaking that the bid shall remain valid for the period specified in clause 14.1;
- (v) A scanned affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief must be uploaded. The original affidavit is to be deposited in the office before the bid submission closing date.
- (vi) Any other information/ documents required to be completed and submitted by bidders, as specified in the NIT.
- (vii) The scanned copy of complete tender document duly filled except cost schedule, signed and sealed on every page be uploaded. This part should not contain the reference to price in any manner. Any reference to price in this part may cause rejection of the bid.
- (viii) Form of bid.
- (ix) The scanned copy of the Program and Method Statement/Work Plan and the Activity Schedule for the entire work including design, model testing, construction , procurement of major machineries, installation, testing and commissioning works for pontoon in all respect at the specified location on NW 5.
- (x) The scanned copy of registration with concerned authorities for VAT or WCT

Part II It shall be named Financial Bid and shall comprise:

- (i) Cost schedule (BOQ)

12. Bid Prices

- 12.1** The Contract shall be for the whole Works, as described in Clause 1.1, based on the cost schedule submitted by the Bidder.
- 12.2** The bidder shall quote rates and prices for all items of the Works described in the cost schedule.
- 12.3** All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 12.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

13. Currencies of Bid and Payment

- 13.1** The prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

14. Bid Validity

- 14.1** Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 19. A bid valid for a shorter period shall be rejected by the Owner.
- 14.2** In exceptional circumstances, prior to expiry of the original time limit, the Owner may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

15. Earnest Money / Bid Security

- 15.1** The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for the amount as specified in the NIT.
- 15.2** The Earnest Money shall be in the form of RTGS as specified in NIT.
- 15.3** Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Owner as non-responsive.
- 15.4** The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 14.1.

15.5 The Bid Security / Earnest Money will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 26; or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; and/or
 - (ii) furnish the required Performance Security.

16. Alternative Proposals by Bidders

16.1 Bidder shall submit offers that fully comply with the requirement of the bidding document including conditions of contract. Conditional offer or alternate offer will not be considered further in the process of tender evaluation.

17. Format and Signing of Bid

17.1 The Bidder shall submit online bid comprising of the documents as described in Clause 11 and other documents as specified in the tender.

17.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid. Signed Copy may be sent separately to IWAI to reach on or before the due date of opening of the bid. However, financial bid has to be submitted only online.

17.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

D. Submission of Bids

18. Online submission of Bids

18.1 The Bidder shall submit online bids.

19. Deadline for Submission of Bids

19.1 Complete online Bids (including Technical and Financial) must be submitted by the bid submission closing date and time.

19.2 The Owner may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Owner and the bidders previously subject to the original deadline will then be subject to the new deadline.

20. Modification and Withdrawal of Bids

- 20.1** Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 19.
- 20.2** **Withdrawal** or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 shall result in the forfeiture of the Bid security pursuant to Clause 15.

E. Bid Opening and Evaluation

21. Bid Opening

Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online bids received shall be opened on the date and time mentioned. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clause 25.2 shall be opened on a subsequent date, which will be notified to such bidders.

- 21.1** The Owner will open the online "Technical Bid" of all the bids received, including modifications of Technical Bid made pursuant to Clause 20 in the presence of the bidders/bidders' representatives who choose to attend at the time, date. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.
- 21.1.1** Bidder's names, the presence of bid security and such other details, as the Owner may consider appropriate will be announced by the Owner after the opening.
- 21.2** In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Owner at the opening as the Owner may consider appropriate, will announce the bidders' names and such other details.
- 21.3** After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 11.1, thereafter on fulfilling the criteria laid down in Clause 25.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 21.4** The Owner shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of online opening of financial bids.
- 21.5** At the time of the online opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 21.4 and the Bid prices, the total amount of each bid, and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening.

22. Process to be Confidential

- 22.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Owner's processing of bids or award decisions may result in the rejection of his Bid

23. Clarification of Bids and Contacting the Owner

- 23.1** During the evaluation of the bids, the owner may, at its discretion, ask the bidder to provide any additional information/clarification in relation to its bids as may be deemed fit by the owner. The bidder shall in all cases where such request has been made by the owner, submit within such period and in such manner as may be specified by the owner in the request so made. Failure of the bidder to furnish such additional information as may be requested by the owner, the owner may in its sole discretion deem such bid as non-responsive. The bidder shall not have any right to challenge the same or any claims arising from such bid being deemed non-responsive by the owner.
- 23.2** No bidder shall contact the owner on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. Any attempt by the bidder to influence the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

24. Examination of Bids and Determination of Responsiveness

- 24.1** During the detailed evaluation of "Technical Bids", the Owner will first determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is responsive to the requirements of the bidding documents.

After the above process is completed the technical specification/offer of the responsive bidders will be examined with respect to technical specifications provided in the tender document, clarifications, if any, at this stage in respect of the technical parameters offered by the bidder will be sought from the bidders. Thereafter, the bids, which conform, to the terms, conditions, and specifications of the bidding documents, without material deviation or reservation will be considered as responsive for evaluation.

25. Evaluation of Bids

- 25.1** Selection of the bidder for design, construction and supply of the pontoon will be based on technical and financial evaluation.
- 25.2** Technical evaluation shall be based on the offer satisfying the eligibility criteria as follows:
- (i) Availability of vessel building facility along with infrastructure/machineries to justify the capability of the yard to construct and deliver the vessel to be furnished in the format given at **Appendix-1**.

- (ii) Out put of the shipyard in terms of number and cost of vessels during the preceding seven years from the date of receipt of the bid as specified in Notice inviting E-tender to be furnished in format given at **Appendix-2**.
- (iii) Contract non-performance (during preceding 7 years) - to be furnished in format given at **Appendix-3**
- (iv) Financial details
- (v) Financial performance during preceding 7 years - to be furnished in format given at **Appendix-4**
- (vi) Annual construction turn over during preceding 7 years as specified in Notice inviting E-tender - to be furnished in format given at **Appendix- 5**

All the above Appendices should contain full information of last seven years. Non submission of complete information will lead to rejection of bids.

- 25.3** Verification of the facts furnished by the bidders may be made by the owner prior to finalizing the technical evaluation.
- 25.4** If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.
- 25.5** The evaluation of the financial bid will be based on the lowest financial offer received for the work.

F Award of Contract

26. Award Criteria

- 26.1** Subject to Clause 27, the Owner will award the Contract to the Bidder after evaluation as per Clause 25.

27. Owner's Right to accept any Bid and to reject any or all Bids and Split the work or Increase and Decrease work.

- 27.1** Notwithstanding Clause 26, the Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Owner also the reserve the right to split the work to one or more parties depending on capability of the firm and increase/decrease the work requirement.

28. Notification of Award and Signing of Agreement.

- 28.1** The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period by confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2.** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.

28.3. The Agreement will incorporate all agreements between the Owner and the successful Bidder. It will be signed by the Owner and the successful Bidder after the performance security is furnished and within 15 days of issuance of Letter of Acceptance.

28.4 Upon the furnishing by the successful Bidder of the Performance Security, the other Bidders will be informed that their Bids have been unsuccessful.

29. Factors Affecting the Award of the contract.

29.1 The bidder should have its own contract support facilities. The support facilities should be fully owned and managed by the bidder.

29.2 Conformity with the request for bid/tender required and conditions.

29.3 The assessment of the capability of the bidder to meet the terms and conditions.

29.4 The bidder must have executed similar orders, for which the bidder is quoting as indicated in clause 1 of ITB for Government/ semi Government/Autonomous Organizations/reputed Private organizations.

30. Performance Security

The contractor shall be required to deposit an amount equal to 10% of the contract value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank OR an irrevocable bank guarantee of any scheduled bank or State Bank of India in accordance with the form prescribed within 10 days of the issue of the work order.

In addition, the owner shall retain security deposit of five percent of the amount from each payment due to the contractor until completion of the whole of the work. The security deposit @ 5% may be deducted from each payment after adjustment of the Earnest Money Deposit deposited.

31. Corrupt or Fraudulent Practices

The Owner will reject a proposal for award if it at any time determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with Inland Waterways Authority of India and any other agencies.

The Owner requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

Appendix – 1

Availability of vessel building facility including infrastructural facilities, machineries, etc. which will be utilised for the work under tender

Name & Address of the Ship Builder	Detailed Particulars		
(i) Building Dock/Slipway including fabrication/ construction bays (details including number, dimension, location and layout of shipyard to be given). Whether covered or open.			
(ii) Skids/Mould loft for modular construction (details including number, dimension and location to be given). Whether covered or open.			
(iii) Design and drawing office of own or tie up with experienced Design Consultant/ Naval Architect with brief resume			
(iv) List of workshop machinery, equipment. (i) Welding Sets (ii) Gas Cutting Sets (iii) Grinding Machine , Bending machines (iv) Shot Blasting equipment (v) Material handling equipment (vi) Machine Shop Machineries (vii) Paint Shop (viii) Any other details	Description	Make	Quantity
(v) Source of electric power, whether captive power unit available, if so, the details thereof.			
(vi) Facilities for doing outfitting job in afloat condition indicating location and area.			

APPENDIX – 2

OUTPUT OF THE SHIPYARD DURING PRECEDING 7 YEARS

Sl.No.	Name of the contract	Name and Address of employer	Cost of Work	Date of Award	Date of completion		Type of Vessel and specification
					Schedule	Actual	

APPENDIX – 3

CONTRACT NON-PERFORMANCE (DURING PRECEDING 7 YEARS)

Sl. No.	Name of Contract	Name and Address of employer	Date of award	Date of completion as per contract	Physical status	Reason for non-completion	Any revised date fixed for completion	Whether under Litigation

APPENDIX – 4

FINANCIAL PERFORMANCE (DURING PRECEDING 7 YEARS)

Sl. No.	Name of Contract	Name and Address of employer	Date of award	Cost of contract	Date of completion as per contract	Actual date of completion	Any cost overrun allowed indicating reasons	Revised cost if any

APPENDIX – 5

ANNUAL CONSTRUCTION TURNOVER (DURING PRECEDING 7 YEARS)

Year	Annual Turnover

(SECTION-III)

**FORMS OF BID & BANK GUARANTEE
AND COST SCHEDULE**

**(Form of bid/ tender acceptance to be given on Company Letter head along with
Technical bid)**

To

The Chief Engineer - I

Inland Waterways Authority of India,
A-13, Sector-I,
NOIDA – 201 301.

DESCRIPTION OF WORKS: **Design, construction, supply and installation of steel
Pontoons for providing floating terminal facilities on
River Krishna in NW-4, Andhra Pradesh**

Dear Sir,

1. Having examined the Bid Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Cost schedule for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy defects therein in conformity with the said bid documents.
2. We undertake, if our Bid is accepted, to commence the work within fifteen (15) days of receipt of the order to commence, and to complete and deliver the pontoons comprised in the Contract within the period stated in the bid hereto.
3. Bid Security of Rs. in the form ofis enclosed herewith.
4. If after the tender is accepted, we fail to execute the contract deed within 15 days of the receipt of the order to do so, I / We agree that IWAI shall without prejudice to any terms and conditions of the tender, forfeit the Bid Security absolutely.
5. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee/FDR to be jointly and severally bound on us, in accordance with the Conditions of Contract.
6. We agree to abide by this Bid for the period of One Hundred and Twenty (120) days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any other person other than the person authorised by the Owner or use such information in any manner prejudicial to the safety and integrity of the works.

Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2017

Signature _____ in the capacity of _____ duly authorised **

To sign Bid for and on behalf of _____
(In block capital letters)

Address : _____

Signature of Witness _____

Name of witness _____

Address of witness _____

** Certified copy of Power of Attorney/authorisation for signature shall be furnished by the bidder.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The Chairperson,
Inland Waterways Authority of India,
A-13, Sector-I,
NOIDA – 201 301.

WHEREAS..... (name and address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of Contract No. Dated to execute..... (name of Contract and brief description of Works) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalised/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of issue of the Defects Liability Certificate.

Signature and seal of the Guarantor.....

Name of the Bank

.....

Address.....

Date.....

In the presence of

1.....
(Name of Occupation)

2.....
(Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Form of Bank Guarantee (for payment of 1st installment)

(Pontoon)

In consideration of Inland Waterways Authority of India, under Ministry of Shipping, Government of India (hereinafter called the owner) having made advance payment to (Hereinafter called the contractor) under the terms and conditions of the contract dated made between the contractor and the owner for the design, construction supply and delivery of **Pontoon** (hereinafter called the contract) on production of a bank guarantee for Rs. (Rupees only). We further agree that if demand is made to the owner for honouring the bank guarantee, we have no right to decline to cash the same for any reason whatsoever and shall cash the same within a maximum period of 2 days from the date of serving notice to the bank from the date of such demand. The fact that there is dispute of any matter whatsoever between the contractor and the owner is no ground for us to decline to honour the bank guarantee in the manner aforesaid is a sufficient reason for the owner to enforce the bank guarantee unconditionally without any reference to the contractor. We further agree that a mere demand by the owner is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the contractor and any protest by the contractor shall not be valid ground for us, to decline or fail or neglect the payment to the buyer in the manner and within the time aforesaid. Any such demand on the Bank shall be conclusive as regards the amount due and payable to the owner by the Bank under this guarantee.

We, Further agree that the bank guarantee herein contained shall remain in full force and effect, till the delivery and acceptance of the vessel to the complete satisfaction of the owner in terms of clause 12 of special condition of the contract dated and that it shall continue to be enforceable till all the dues of the owner under or by virtue of the said contract have been fully paid and its claims satisfied or discharged in full or till the owner certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the, we shall be discharged from all liability under this guarantee thereafter.

We, further agree that the owner shall have the fullest liberty, without our consent and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the contract or to extend the time during which the contract is to remain valid and or the time for performance by the contractor of its / their obligations under the contract from time to time or to postpone for any time or from time to time any of the powers exercise by the owner against the contractor and to forbear or enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor or any indulgence by the owner to the contractor or by any such mater or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us,

The executor to this bank guarantee has resolved that it will not have recourse to any civil court for enforcement / cancellation of this bank guarantee to which, we also agree.

This Guarantee shall be valid upto Including from the date of issue.

We lastly undertake not to revoke this guarantee during its currency except with previous consent of the owner in writing.

Dated day of Two thousand

Signature

SEAL

AGREEMENT FORM

THIS AGREEMENT made this... .. day of 2017 BETWEEN Inland Waterways Authority of India, hereinafter called the Owner of the ONE PART AND M/s. an existing Company within the meaning of companies Act, 1956 having its registered office at..... as CONTRACTOR, which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest of the OTHER PART.

WHEREAS THE OWNER proposes to purchase of **Pontoon** for its own purpose and the CONTRACTOR has agreed to supply the same on the terms and conditions mentioned below: -

1. The Contractor will design, construct and deliver **at four locations on River Krishna in NW-4, Andhra Pradesh** to the order of the IWAI, **Pontoon** in accordance with the subject to the conditions of contract, hereto annexed and marked and the specifications and schedule attached hereto all of which form part of this agreement.
2. The consideration payable therefore shall be the sum of Rs..... Payable as stated and on the condition expressed in Clause 14 of conditions of contract.
3. The following documents shall be deemed to form and be read and construed as part of the agreement viz:
 - a. Agreement
 - b. Bid Notice
 - c. Instructions to bidders
 - d. General conditions of the contract
 - e. Special conditions of the contract
 - f. Technical specifications and drawings
 - g. Form of bid
 - h. Cost schedule
 - i. Letter of acceptance

IN WITNESS whereof the IWAI has causedon their behalf to hereunto set his hand and the contractor has hereunto set his hand/the Company has caused its common seal to be affixed hereunto the day and year classification society above written.

- (a) Signed by the contractor above named in the presence of;
1.
 2.

(b) * The common seal of was hereunto affixed pursuant to a resolution of the Board of Directorate passed at a meeting of the Board used on the Day of In the presence of

Witness

Signed by
(Director of the Company)

Witness

Signed by
For and on behalf of Inland
Waterways Authority of India
A-13, Sector-1, NOIDA (U.P) 201301

(*To be used in the case of a Company)

Cost Schedule

The below mentioned Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

Note : The tenderer shall enter a firm price against each item and fill up the blanks.

<u>Item</u>	Description	Quantity	Unit price (in Rs)	Price (in Rs.)
A	Basic cost of Design, construction, supply and installation of a steel Pontoon for providing floating terminal facilities on River Krishna in NW-4, Andhra Pradesh complete in every respect in accordance with the Technical specification & Special conditions of the contract (including Hull inventory and tools) including all Taxes and duties etc.	Four		
B	VAT	Four		

Total: Rs.....

(Rupees.....)

(Signature of Contractor)

Dated.....

Address.....

Witness Signature..... Name in Block letters.....

Address & Occupation.....

* The bidder has to provide the break-up of quoted price including different types of taxation in item 'A'.

SECTION-IV
CONDITIONS OF CONTRACT

SECTION-IV

CONDITIONS OF CONTRACT

PART-I

Integrity Pact

GENERAL CONDITIONS OF CONTRACT

PART-II

TECHNICAL &SPECIAL CONDITIONS

PART - I

To be signed by the bidders' and same signatory competent/ authorized to sign the relevant contract on behalf of IWAI.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Chief Engineer-I, Inland Waterways Authority of India, -----.

IWAI, (Hereinafter referred as the 'Principal/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the
(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. IWAI/NW-4/Pontoon/2017) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “**Design, construction, supply and installation of steel pontoons for providing floating terminal facilities at on River Krishna in NW-4, Andhra Pradesh** ” hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract,

if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IWAI.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :

(SECTION-IV)

CONDITIONS OF CONTRACT

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CONTRACT DATA**

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PART – I

General conditions of contract

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General Conditions of Contract

A. General

I. (i) Definitions

Terms which are defined in the Contract Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Contract is the Contract between the Owner and the Contractor to execute and complete the Works. It consists of the documents listed in Clause 1 (iii) (b).

The Contract Data defines the documents and other information, which comprise the Contract.

Chairperson is the Chairperson of Inland Waterways Authority of India.

Authority is Inland Waterways Authority of India, a statutory body set up under Inland Waterways Authority of India Act 1985 in the Ministry of Shipping, Government of India, represented by Chairperson.

Government is the Government of India.

The Owner / Purchaser means “Inland Waterways Authority of India represented by Chairperson and includes his/her successor, assignees.

The Engineer-in-charge is the person named in the Contract Data (or any other competent person appointed by the Owner and notified to the Contractor, to act in replacement of the Engineer-in-charge) who is responsible for supervising the execution of the Works and administering the Contract.

The Contractor means the company, firm, person or persons or corporate body whose Bid to carry out the Works has been accepted by the Owner and includes Contractor’s successors, representatives, heirs, executors and administrators unless excluded by contract.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Owner and includes technical and financial bids.

The Contract Price is the price stated in the Letter of Acceptance.

Inspection Authority or Inspector is the Officer of the Owner or any other person from time to time appointed by the Owner to act as an inspecting authority or inspector for the purpose of the contract.

Pontoon is a dumb barge/craft to be designed, constructed, equipped and delivered afloat in accordance with the contract and with modification, if any, as mutually agreed upon for the purpose of using for floating terminal facilities for transportation of cargo through Inland Waterways.

Representative is the Officer appointed by the owner on behalf of the owner to receive the vessel along with spares and equipment etc. on their behalf upon delivery at the specified destination.

Test is the test or tests as are prescribed by the specification to be made by the contractor/owner or their nominee, before the vessels are taken over by the owner.

Specification means the Specification of the Works included in the Contract.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

A **Variation** includes alterations, amendments, omissions, additions or suspensions of the works.

The **Works** are what the Contract requires the Contractor to construct and hand over to the Owner, as defined in the Contract Data.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Owner, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is 12 months calculated from the Date of delivery of the *Pontoon*.

Drawings means the drawings and plans specified in the specifications: The expression "Work" means all the works specified or set forth and required in and by the said specifications, are drawing and schedule or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawing and schedule) and also in such additional instructions and drawings not being in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for, be supplied by the owner.

(ii) **MARGINAL HEADINGS:**

The marginal headings or notes of each of the Clauses in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.

(iii) **INTERPRETATION**

(a) In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

(b) The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) Letter of Acceptance, Notice to Proceed with the Work,
- (3) Contractor's Bid,
- (4) Contract Data,
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications,
- (7) Drawings
- (8) Activity Schedule; and
- (9) Any other document listed in the Contract Data as forming part of the contract.

(c) These regulations for tenders and contracts shall be read in conjunction with the general conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.

2. (a) PARTIES

The parties to the contract are the contractor and the owner.

(b) AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR:

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Chairperson on behalf of Authority may, without prejudice to any other right or remedy of the owner, cancel the contract and make or authorize the making of a purchase of the vessels at the risk and cost of such person and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such purchase. The provisions of clause 11 apply to every such purchase as far as applicable.

(c) ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE OWNER

(i) For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post due to Chairperson, Inland Waterways Authority of India, A-13, Sector-1, NOIDA, Gautam Budh Nagar Distt (U.P.) 201301. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

(ii) Any communication or notice on behalf of the owner, in relation to the contract may be issued to the contractor by the owner, and such communications and notices may be served on the contractor either by fax or courier or registered post or under

certificate of posting or by ordinary post or by hand delivery at the option of the owner.

3. AUTHORITY OF THE CHAIRPERSON:

For all purposes of the contract including arbitration proceeding there under the Chairperson on behalf Authority shall be entitled to exercise all the rights and powers of the owner.

4. DELEGATION OF POWERS:

The Chairperson on behalf of Authority may from time to time delegate to any person operations to be named by him/her such of the powers, authorities and discretion's vested in him/her by the contract as he/she may think fit and the contractor shall recognize such person or persons on written notice from the Chairperson of his or their appointment and of the powers, authorities and discretion's respectively delegated to him or them as lawfully exercising for the purpose of this contract the powers, authorities and discretion's so delegated provided that the Chairperson on behalf of Authority shall not delegate the powers, authorities and discretion's conferred on him/her by the Clause 21 hereof.

5. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTION OF THE CONTRACT:

i) RISK IN THE CONSTRUCTIONS:

The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The vessel and every constituent part thereof, whether in the possession or control of the contractor, his agents or employees or in the joint possession of the contractor, his agents or employees or purchaser, his agents or employees shall remain in every respect at the risk of the contractor until their actual delivery to the representatives at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the vessels from any cause whatever while the Vessel after approval by the inspector are awaiting delivery or are in the course of transit from the contractor to the consignee or, interim consignee as the case may be.

ii) RESPONSIBILITY FOR COMPLETENESS:

In respect of any inspection and tests made by the inspector, the contractor shall be entirely responsible for the proper execution of the contract notwithstanding any approval, which may have been given by the inspector or the contractor.

Any fittings accessories which may not be specially mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge.

iii) SUBLETTING THE CONTRACT:

The contractor shall not assign, lease or sublet or cede this contract or the benefit hereof or any part thereof or any money payable hereunder or sublet the services to be

rendered as aforesaid or any part thereof to any other person or company without the previous permission of the Owner certified in writing under the hands of the Owner and no assignment, lease, cession or subletting although so permitted shall exonerate the contractor from his liability under this contract and the Owner shall not be bound or required to take notice or give effect to any such assignment, lease, cession or subletting unless the same shall have been made with such permission as aforesaid PROVIDED ALWAYS the contractor may procure any necessary materials to be manufactured for the purposes of, this contract by any person, firm or company whose names shall have been submitted to and approved by Chairperson on behalf of the Authority before the said materials are ordered but no such approval shall relieve the Contractor from any responsibility or obligations with reference to any such materials.

iv) (a) CHANGES IN A FIRM

(i) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Chairperson on behalf of Authority which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the date of such undertaking.

(ii) On the death or retirement of any partner of the contractor firm before complete performance of the contract the Chairperson on behalf of Authority may, at his opinion cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the owner.

(iii) If the contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the owner by registered post acknowledgement due.

(b) CONSEQUENCE OF BREACH:

Should the contractor or a partner in the contractor firm commit breach of either of the conditions (iii) or (ii) (a) (I) of this sub clause it shall be lawful for the owner to cancel the contract and purchase or authorize the purchase of the vessels at the risk and cost of the contractor and in that event the provisions of clause 27 of **GENERAL CONDITIONS AND CLAUSE 14 OF SPECIAL CONDITIONS** shall as for as applicable apply. The decision of the Chairperson on behalf of Authority as to any matter or thing concerning or arising out of this sub-clause or any question whether the contractor or any partner of the contract firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contract.

v) ASSISTANCE TO THE CONTRACTOR:

a) The contractor shall be solely responsible to procure any material or obtain any import or other license or permit required for fulfilment of the contract and the grant by "the owner or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of iron and steel, or any other commodity or any other form of assistance in the procurement of the material aforesaid, shall not be construed as a representation in the part of the purchase that the material covered by such license or permit quota certificate is available or constitute any premise, undertaking or assurance on the part of the owner regarding the procurement of the same or effect any variation in the

rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the contractor obtains any materials at less than their market price or the cost of production of the vessel is lowered, the price of the vessels payable under the contract shall be reduced proportionately and the extent of such reduction shall be determined by the owner whose decision shall be final and binding on the contractor.

(b) Every agreement made by Chairperson on behalf of the Authority to supply or give assistance in the procurement of materials, whether from the Govt. Stock or by purchase under permit or release order issued by or by any officer empowered in that behalf of Govt. shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Chairperson on behalf of Authority whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the contractor.

6. INABILITY TO PERFORM CONTRACT:

Should the Contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress may be, from any cause whatever, so slow that in the opinion of the inspector, which shall be conclusive, the contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract should he neglect to comply with any directions given to him by the inspector or in any respect fail to perform the contract, the owner shall have power to declare the contract at an end, in which case the contractor shall be liable for any expense, loss or damage which the owner may incur or sustain by reason, of or in connection with contractor's default.

7. QUOTATION OF RATES BY CONTRACTOR

(i) The price quoted by contractor shall be firm with no provision for any deviation as per in the cost schedule. The price shall include the cost of the material, equipment, machineries (including import and custom duty if any), dry docking test, trial and delivery near Vijayawada on River Krishna in NW-4, Andhra Pradesh

Dry docking is not necessary, if the vessel is delivered as dry cargo. In case the same is delivered after sailing in the river/sea, dry docking shall be done at the sole cost of the builder. Accordingly, provision is to be made and rate to be included.

8. Performance Security

The contractor shall be required to deposit an amount equal to 10% of the contract value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank OR an irrevocable bank guarantee of any scheduled bank or State Bank of India in accordance with the form prescribed within 10 days of the issue of the work order.

The owner shall retain security deposit of five percent of the amount from each payment due to the contractor until completion of the whole of the work. The security deposit @ 5% may be deducted from each payment after adjustment of the Earnest Money Deposit deposited.

The security deposit and the performance security aggregating to 15 percent of the contract price will be released to the contractor when the defect liability period is over, and the Engineer-in-charge has certified that the defects, if any, notified by the Engineer-in-charge to the contractor before the end of this period have been corrected.

Performance of contract including warranty period of 12 months on the guarantee with the respect to workmanship and material etc. shall be initially valid up to the stipulated date of completion plus 28 days beyond that. In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.

In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full or in part and shall be absolutely at the disposal of the authority.

RELEASE OF PERFORMANCE SECURITY/GUARANTEE & SECURITY DEPOSIT

The performance security will be released to the contractor when the defect liability period of 12 Months after the delivery of the vessel is over and the Engineer-in-charge has certified that the defects, if any, notified by the Engineer-in-charge to the contractor before the end of this period have been corrected.

No claim shall lie against the owner either in respect of interest or any depreciation in value of any security.

If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Chairman or his duly authorized representative to forfeit either in whole or in part, the performance security furnished by the contractor. Save as aforesaid, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Chairman on behalf of the Authority shall refund the performance security to the contractor after deducting all costs and other expenses that the owner may have incurred and all dues and other money including all losses and damages which the owner is entitled to recover from the contractor.

9. RISK OF LOSS OR DAMAGE TO AUTHORITY OR OWNER'S PROPERTY

(1) All the property of the Authority or Owner loaned whether with or without deposit to the contractor in connection with the contract shall remain the property of the authority or the Owner as the case may be. The contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

(2) All such property shall be deemed to be in good condition when received by the contractor unless he shall have within seven days of the receipt thereof notified the Chairperson to the contrary. If the contractor fails to notify any defect in the condition or equality of such properties he shall be deemed to have lost the right to do so at any subsequent stage.

(3) The contractor shall return all such property in good condition. The contractor shall be able for loss or damage to such property in the possession of or under the control of the contractor, his employees or agents and responsible for the full value thereof to be assessed by the Chairperson on behalf of authority whose decision shall be final and binding on the contractor.

(4) Where such property is insured by the contractor against loss or fire at the request of the authority or the Owner such insurance shall be deemed to be affected by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.

10. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT:

The contractor shall pay all charges for handling, stamping, printing, painting, marking and for protecting and preserving patent rights and for all such measures which the inspector may require the contractor to take for the proper completion of the contract though no special provision in respect thereof may have been made in particular.

11. TIME AND DATE OF COMPLETION OF WORK

The time and the date stipulated in the tender for the completion of the work shall be deemed to be the essence of the contract. In case of delay the contractor shall in addition to other liabilities mentioned in to special conditions of contract be liable for all cost of inspection, which may be incurred after the date on which the work ought to have been completed. But if the delay shall have arisen from any cause such as strikes, locations, fire, accident, riot, etc. which the owner may admit as reasonable ground for further time, the owner will allow such additional time as he may consider to have been required by the circumstances of the case.

12. PROGRESS REPORT

(1) The contractor shall from time to time tender reports concerning the progress of the contract in such form as may be required by the Chairperson on behalf of Authority.

(2) The submission, receipts and acceptance of such reports shall not prejudice the rights of the owner under the contract, nor shall operate as a stopple against the owner merely by the reason of the fact that he has not taken notice of or objected to any information contained in such report.

13. CERTIFICATE AND FEES:

All test certificates and other certificates are to be handed over to the owner or his representative on completion of the vessel by the contractor with the report that the vessels are ready for delivery. The contractor shall pay all the fees in connection with the certificates and all royalties or incur other fees during the construction of the vessel.

14. (a) CONTRACT PRICE:

Subject to any deduction and addition authorized by and to the other provisions of this contract, Owner shall pay to the contractor for the design, building, equipment, testing and delivery at specified destination, for the vessels including Dry Docking (import and customs Duty) and for all other works, matters, things and obligations to be executed, done, supplied and performed by the contractor under this contract including the provision of the hull inventory as specified (which said amount is herein called the contract price) by the time and in the manner following viz.:

- i) 15% when keel is laid against irrevocable Bank Guarantee. The Bank Guarantee will be returned after delivery of the pontoons.
- ii) 25% when 50% Hull Fabrication and erection is completed.
- iii) 25% when 100% Hull fabrication and erection is completed.
- iv) 15% on successful launching.
- v) 20% after successful tests and trials satisfactory final delivery of pontoons with the certification of inspecting authority.

b) SYSTEM OF PAYMENT:

Unless otherwise agreed in writing between Chairperson on behalf of Authority and the Contractor payment for the works shall be made by Chairperson on behalf of Authority, by electronic system ie. RTGS in installments as in clause 14 (a) upon production of the certificate of the inspector and the Director / Dy. Director appointed by owner for the inspection of the construction of the vessel(s) against the installment due. The contractor must submit the bills and necessary documents allowing 30 days from the date of submission for the payment of installment subject to the condition that the amount of an installment payment shall in no case exceed the value of the work done. The details of the Bank etc. for RTGS to be furnished by the contractor

15. OWNERSHIP OF MATERIALS ON PAYMENT OF FIRST INSTALMENT:

Upon payment of the first instalment of the contract price the vessels so far as then constructed and all machinery and materials either wholly / partially constructed or in preparation and set apart from time to time for the purpose of the contract shall become and shall, with all additions thereto, respectively continue to be the property of the owner subject to the purposes of the contract but the owner shall not be liable for any loss or damage by theft, fire, stress of weather or otherwise, however. Upon the due completion of contract all such materials which have not been actually used for purpose of contract shall become the property of and be relinquished to the contractor.

16. DOCK AND HARBOUR DUES, ROYALTIES AND PATENTS:

The contractor shall pay dock and harbour dues, all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected articles or design which shall be used by him in or about the construction of the vessels and shall at all times indemnify the owner and their officers and agents therefrom and from all actions, suits, demands and claims in respect of the said royalties and other sums of money or any of them and from all costs, charges, damages and expenses in any way arising there out or incidental thereto.

17. WITHHOLDING AND LIEN IN RESPECT OF SUM CLAIMED:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the owner shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, deposited by the contractor and for the purpose aforesaid the owner shall be entitled to withhold the said security deposit furnished and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the owner shall be entitled of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the owner or the government or any person contracting through the owner pending finalisation or adjudication of any such money so withheld or retained under the lien referred to above, by the owner will claim arising out of or under the contract is determined by the arbitrator.

18. INDEMNITY:

(1) The contractor shall at all-time indemnify the owner against all claims which may be made in respect of the vessels for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the owner, the owner shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct and litigation's that may arise there from.

(2) The contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent of trade mark for fulfillment of the contract.

19. CORRUPT PRACTICE

(1) The contractor shall not offer or to give to any person in the employment of the Owner or working under the orders of the Chairperson any gift of consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or favour or disfavour to any person in relation to the contract or any other contract with the purchaser.

Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the preservation of Corporation Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Chairperson on behalf of authority to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of special condition and general condition.

(2) Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the contractor, shall be decided by the Chairperson on behalf of authority.

20. INSOLVENCY AND BREACH OF CONTRACT:

The Chairperson on behalf of Authority may at any time, by notice in writing, summarily determine the contract without compensation to the contractor in any of the following events, that is to say:

(i) If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or other for administration of his estate made against him or shall take any proceeding for composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act, or

(ii) If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court or debenture-holders to appoint a Receiver, Liquidator or Manager, or

(iii) If the contractor commits any breach of the contract not herein specifically provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the owner and provided also the contractor shall be liable to pay to the owner for any extra expenditure is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

21. ARBITRATION

21.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the contractor and the authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:

(i) Either of the parties may give to the other notice in writing of the existence of such question dispute or difference.

(ii) Within thirty (30) days of receipt of such notice from either party the Engineer-in-charge of work at the time of such dispute shall send to the contractor a

panel of three persons and three after the contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the person from such panel and such a person shall then be appointed a sole arbitrator by the Chairperson IWAI. However, the arbitrator so appointed shall not be an officer or the employee of the Authority.

(iii) Provided that if the contractor fails to communicate the selection of a name out of the panel so forwarded to him the Engineer-in-charge than after the expiry at the aforesaid stipulated period the Chairperson IWAI shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

- 21.2** The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairperson shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which the predecessor left it.
- 21.3** The award of the arbitrator shall be final and binding the arbitrator shall decide in what proportion the arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 21.4** The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.
- 21.5** Where the amount of claim is Rs. 1, 00,000 (Rs. ONE LAKH ONLY) and above the arbitrator shall give reasons for the award for each item of Rs 75000 & more.
- 21.6** The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the authority shall be withheld on account of such proceedings except to the extent, which may be in dispute.
- 21.7** The Arbitration and Conciliation Act 1996 together with any statutory modifications or re-enactment thereof and the rules made there under for being in force shall apply to the arbitration proceeding under this clause.

NOTE: In case of contract with another public sector undertaking the clause 21.1 to 21.7 shall stand deleted and the following arbitration clause shall apply:

“Except as otherwise provided in case of a contract with a Public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled by arbitration in term of the Ministry of Industry, department of Public/enterprises O.M. No. 3/5/93-PMA dt. 30.06.93 or any modification/amendments thereof.”

The Arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

The venue of the arbitration proceedings shall be at Noida. It is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of this agreement except through arbitration.

22. LAWS GOVERNING THE CONTRACT

- i) The laws of India shall govern this contract for the time being in force.
- ii) Irrespective of the place of delivery the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- iii) Jurisdiction of Courts-The courts of the place from where the acceptance of tender has been issued shall have jurisdiction to decide any dispute arising out of or in respect of contract.

23. POWERS OF THE OWNER TO TAKE POSSESSION OF VESSELS AND MATERIALS IN CERTAIN CASES AND COMPLETE WORK:

Subject to the terms of the contract, in the event of the contractor making default in the prosecution of construction of the vessel(s) and machineries or in the event of contractor becoming insolvent or from any cause going or taking steps to go into liquidation (except a voluntary liquidation undertaken with the object of amalgamation or reorganization by separation of departments of the contract into separate companies or taking any steps for compounding with his creditors it shall be component for (but not incumbent upon) the Owner after due notice to the contractor in writing, to take possession of the vessel(s) in her then state and all other materials and machineries and all intended for here, as before mentioned and to complete the vessel(s) and machineries and for this purpose with power to enter into any contract with other contractors or manufacturers, and to use the yard or yards, workshops, machineries and tools of the Contractor or such other contractors or manufacturers with whom the contractor may have entered into sub-contracts and the reasonable cost incurred by the exercise of any of the power of this clause shall be deducted from the purchase money then unpaid, if sufficient, and if not sufficient, shall be made good by the Contractor.

24. APPEAL

If the contractor desires to appeal against the decision of the Inspector against the rejection of any work as not being in accordance with the contract, he shall appeal to the Chairperson within fourteen days after the Inspector's decision and if an appeal is so preferred, the decision of the Chairperson on behalf of Authority shall be final and conclusive.

25. CHAIRPERSON'S CERTIFICATE TO BE FINAL:

Wherever in this contract provision is made for any question, arrangement, amount matter or things being settled, decided, certified or determined by the Chairperson or by the Inspecting authority or officer or by the representative or resting upon or being governed or controlled by or submitted to the judgment or opinion of them/him or any of them/their/his assessment, decision, certificate, determination judgment or opinion shall unless otherwise stated therein be final and conclusive for all purposes and shall be binding on the Authority and the contractor notwithstanding anything contained in this contract.

26. AUTHORITY AND THEIR STAFF NOT TO BE PERSONALLY LIABLE

Nothing in these presents shall be deemed to or shall impose any personal liability of the Authority or their staff.

27. STANDARD BREAK CLAUSE

The owner shall in addition to his power under other clauses to determine this contract have power to terminate his liability there under at any time by giving three months (or such shorter period as may be mutually agreed) notice in writing to the contractor of the owner's desire to do so and upon the expiration of the notice the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this clause.

2. In the event of this, notice being given the Owner shall be entitled to exercise as soon as may be reasonably practicable within that period the following powers or any of them: -

a) To direct the Contractor to complete in accordance with the contract all or any articles, parts of such articles or components in course of manufacture at the expiration of the notice and to deliver the same at such rate of delivery which may be mutually agreed or in detail of agreement at the contract rate. All articles delivered by the contractor in accordance with such directions and accepted shall be paid at a fair and reasonable price assessed on the basis of the contract price when it exists.

b) To require the contractor on receipt of the notice of termination.

i) Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.

ii) as far as possible consistent with (i) above to concentrate work on the completion of parts already in partly manufactured state; and

iii) to terminate on the best possible terms such orders for materials and parts bought out in a partly manufactured or wholly manufactured state as have not been completed, observing in this connection any directions given under this paragraphs (a) and (b) (i) and (ii) above as far as this may be possible.

3. In the event on such notice being given provided the contractor has reasonably performed all the provisions of the contract binding upon him down to the date of this notice.

a) The Owner shall take over from the contractor at a fair and reasonable price (assessed on the basis of the contract price of the completed articles), all unused, undamaged and acceptable materials, bought out components and articles in the course of manufacture in possession of the Contractor at the expiration of the notice and properly provided by or supplied to the contractor for the performance of this contract except such materials, bought out components are supplied to the contractor through the intervention of the owner or on his behalf:-

(i) the said fair and reasonable price shall be assessed on the basis of the cost price of such materials and/or components, and

(ii) If the contractor elects to retain any materials, bought-out components and articles as in this clause provided, he shall settle all claims of supplier in respect of the materials and/or components supplied to him as aforesaid including any claims to any

extra charge (if the original stipulated terms and been concessional) and shall keep the owner indemnified against the same:

(b) The Contractor shall deliver in accordance with the direction of the Owner all such unused, undamaged and acceptable materials, bought out components and articles in course of the manufacture (except as aforesaid) taken over by or previously belonging to the Owner and the Owner shall pay to the Contractor fair and reasonable handling and delivery charges therefore,

(c) The Owner shall indemnify the contractor against the commitments, liabilities or expenditure which in the opinion of the Owner are reasonable and properly chargeable by the contractor in connection with the contract to the extent to which the Owner is satisfied that such commitments, liabilities or expenditure would otherwise represent and unavoidable loss by the contractor by reason of the termination of the contract. Provided that in the event of the contractor not having observed any direction given to him under the sub clause (2) hereof the Owner shall not be liable under the sub clause to pay any sums in excess of those for which the Owner would have been able had the contractor observed that direction.

4. If in any particular case exceptional hardship to the contractor should arise from the operation of this clause it shall be open to the Contractor to refer the circumstances to the Chairperson who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.

5. The Owner shall not in any case be liable to pay under the provisions of this clause any such sum which when taken together with any sums paid or due to becoming due to the contractor under this contract shall exceed the total price of the article specified in the schedule payable under this Contract.

6. The Contractor shall in any substantial order or sub-contract planned or made by him in connection with or for the purpose of this contract take power wherever possible by securing the acceptance of the sub-contractor to terminate such order or sub-contract in the event of the termination of this contract by the Owner of this clause and save only that: -

(a) The name of the contractor shall be substituted for the owner throughout except in sub-clause 3 (c) where it occurs for the second and third times;

(b) The period of the notice of termination shall be two months or such shorter period as may be mutually agreed upon). Substantial order or sublet contracts of or over Rs. 1, 00,000 (Rupees One lakh) in value.

B. Time Control

28. Program and Method Statement / Work Plan

28.1 The Contractor shall submit to the Owner for approval a programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with cash flow forecasts. The program and method statement/work plan are to be submitted in the Technical Bid. The Method Statement/Work Plan to indicate the activities in detail vessel wise proposed to be carried out for the execution

of the works. This is also to include the selection of equipment, approval of the Owners for the selected equipment and thereafter ordering and receipt of the same. All activities to be listed in the Method Statement / Work Plan including the completion of the stages as per the stage payments.

28.2 An update of the Programme shall be a programmed showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities. This update is to be sent at monthly intervals.

28.3 The Owner's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Owner again at any time. A revised Programme shall show the effect of Variations.

29. MANAGEMENT MEETINGS

29.1 The Owner may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

29.2 The Owner shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Owner either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. QUALITY CONTROL

30. IDENTIFYING DEFECTS

The Owner or the inspector shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Owner or the inspector may instruct the Contractor to search for a Defect and to uncover and test any work that the Owner considers having a Defect.

31. TESTS

31.1 The contractor shall be solely responsible for :

1. Carrying out the mandatory tests prescribed as per ship building practice and
2. For the correctness of the test results, whether performed in his laboratory or elsewhere.

31.2 If the Owner instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any sample.

32. CORRECTION OF DEFECTS NOTICED DURING THE DEFECT LIABILITY PERIOD.

32.1 If any defect including workmanship of hull, structure, machineries, any other part appear within twelve months of “Taking over” certificate, the Owner shall give notice to the Contractor of any defect before the end of the Defects Liability Period, which begins at Completion, and is for twelve months thereafter. The Defects Liability shall be extended for as long as defects remain to be corrected.

32.2 Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Owner’s notice. If the contractor is in default the Owner shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due to the contractor.

33. UNCORRECTED DEFECTS

If the Contractor has not corrected a Defect, to the satisfaction of the Owner, within the time specified in the Owner’s notice, the Owner will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. COST CONTROL

34. ACTIVITY SCHEDULE

The Activity Schedule shall contain items for the construction, installation, testing, and commissioning works to be done by the Contractor. All variations shall be included in updated programmes and Activity Schedules produced by the contractor. When the Programme or Activity Schedule is updated, the Contractor shall provide the Owner with an updated cash flow forecast. The Activity schedule shall be submitted in the Technical Bid.

35. PAYMENTS

Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law.

36. TAX

The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Owner will perform such duties in regard to the deduction of such taxes at source as per applicable law. VAT will be reimbursed on production of proof of payment. The effect of GST, if introduced will be taken care of considering the taxes quoted in bid /awarded value. The effect of increase/decrease due to GST will be considered on last stage payment.

37. CURRENCIES

All payments will be made in Indian Rupees.

38. TERMINATION

38.1 The Owner may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

38.2 Fundamental breaches of Contract include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer-in-Charge;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer-in-Charge/Owner gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 14 of the special conditions of contract.
- f) the Contractor fails to provide insurance cover as required under clause 17 of the special conditions of contract.
- g) if the Contractor, in the judgment of the Owner, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of Work required to be completed after half of the completion period has elapsed;
- i) any other fundamental breaches as specified in the contract data.

38.3 If the Contract is terminated, the owner may complete the balance works at the risk and cost of the contractor.

39. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local owner and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local owner. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Owner indemnified in case any action is taken against the Owner by the competent owner on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Owner is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer-in-Charge/Owner shall have the right to deduct any money due to the Contractor including his amount of performance security. The Owner/Engineer-in-Charge shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Owner at any point of time.

**SECTION-IV
CONDITIONS OF CONTRACT**

PART-II SPECIAL CONDITIONS OF CONTRACT

PART - II

SPECIAL CONDITIONS OF CONTRACT

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PART – II
SPECIAL CONDITIONS OF CONTRACT

1. PERFORMANCE OF THE WORK:

The work shall be performed at the place named in the tender or at such other place or places as may be approved by the Purchaser.

2. SPECIFICATION:

In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the contractor's tender to fabricate & supply the pontoon in accordance with such particulars shall be deemed to be an admission his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself with such particulars.

3. GUARANTEE FOR THE EQUIPMENTS SUPPLIED AND FITTED:

The contractor will be required to obtain and furnish a guarantee for the equipments fitted on the pontoon to the effect that General spares suppliers will be in a position to supply the spare parts of the equipment and the spares will continue to be available from the stock for a period of at least seven years from the date of the receipt of the machineries and equipments.

4. MISTAKE IN DRAWINGS:

The Contractor will be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not, provided that such discrepancies, error or omission be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figured upon a drawing or plan differs from that obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

5. VARIATIONS (i.e., MODIFICATIONS IN DESIGN AND DIMENSION):

Should any alternation in or additions to the works as specified in the said specifications not involving extra cost to the contractor be considered necessary or expedient by the Contractor or by the Chairperson, IWAI or the inspecting Authority or officer and be mutually agreed on in writing the Contractor shall execute the same without any charge beyond the Contract Price. But if the Chairperson, IWAI shall desire any alternation or additions involving extra cost to the contractor the Contractor before executing the same shall tender to the Chairperson, IWAI a written offer stating the nature and cost of such alternations or additions and the extension of time if any required for making them and if the Chairperson, IWAI shall accept the said offer and allow such extension of time in writing the Contractor shall be bound to execute the work. No extra work shall be executed by the Contractor or if executed shall be paid for by the Contractor except such as may be embraced in such offer and acceptance. The Contractor shall allow the IWAI the value as shall be mutually agreed writing or any materials and value as shall be mutually agreed in writing or any materials and workmanship dispensed with by any such alterations or additions.

Provided that no such variations shall except with the instructions from the inspector as to carry out the work which either than or later will in the opinion of the contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible after receipt of instructions aforesaid advise the Inspector to that effect.

6. APPROVAL OF DRAWINGS AND EQUIPMENT WITH CONSENT OF CHAIRPERSON:

The detailed drawings so prepared from the general arrangements drawings should be got approved by the owner or his authorised officer/ agency.

Copies of all drawings shall be sent to the owner. Approved statutory body/classification society will give approval of all construction drawings. However, other drawings such as General Arrangement, machinery layout, system control drawings and particulars of all equipments to be installed shall be forwarded to the owner or his authorised officer/ agency.

Before ordering any equipment like accessories and marine outfit of any description for the works, the contractor shall submit for the approval of the Owner or his authorised representative/Consultant, the names of the makers and suppliers proposed and any other detail required by the Owner or his authorised representative/Consultant and seek their approval prior to ordering.

7. CONTRACTOR TO CONSTRUCT, EQUIP, TEST AND DELIVERY THE PONTOON:

Subject to and in accordance with the provisions of the contract, the Contractor shall and in the best and most workman like manner and with material, thing and workmanship respectively of the best kinds build, equip and test to the satisfaction of the owner and deliver to the representative at Vijayawada, in NW-4 afloat and in the condition provided by this contract, the pontoon of the description, dimensions containing the accommodation and supplied with all apparatus, permanent and temporary fittings, outfit and gear and the spare gear mentioned and described in or to be informed from the modifications hereto attached and from the specifications furnished by the Contractor and accepted by him (owner) for the purposes of this contract, both of which hereinafter called the said specifications hereto attached and hereinafter called the said specifications hereto attached and from the plan or plans which have for purposes of identification been signed on behalf of the owner and by the Contractor and shall supply and deliver as hereinafter mentioned the spare parts as specified in all respects with this contract, the said specifications and the said plans, supplementary drawings, instructions and explanations as shall from time to time hereinafter be furnished and given by the contractor to and be approved by the owner the contractor shall also in manner aforesaid when requested by the owner supply further drawings and execute supply and complete to the satisfaction of the said drawings furnished and given to and approved by the owner shall provide to the satisfaction of the owner labour, superintendence, power, materials and things which shall be requisite for the due performance, execution and completion of all and every work matters and things hereby contracted to be executed and done.

8. Contractor to include execution and supply of all work matters and things required by Chairperson, IWAI for due performance of Contract:

This contract shall be deemed to comprise the construction, testing, installation of the equipment / machineries and delivery complete in working order in all respects of the pontoon together with the equipment and all other things to be supplied in connection

therewith and the due performance, execution and for such construction, installation of equipment / machineries and delivery at the price hereinafter mentioned and accordingly the contractor shall execute all works and find and supply all things which the owner or the inspecting authority or officer shall consider necessary proper according to the direction of the owner or inspecting authority or officer and to the their satisfaction according to the true intent and meaning of this contract and notwithstanding that any such work or things respectively may not be expressly mentioned or referred to in the said specification and the said plans and the contractor shall not be entitled to any payment or allowance is in the opinion of the owner occasioned on account of such modifications of the said contract, as have been agreed to in writing by the owner.

9. Inspection:

a) Obligation to carryout inspector's instructions

The Contractor shall satisfy the Inspector that adequate provisions has been made, (I) to carry out his instructions fully and with promptitude (ii) to ensure that parts required to be inspected before use are not used before inspection; and (iii) to prevent rejected parts being used in error. Where parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection and approved before being used in the work.

(b) Inspection and testing during progress of work:

The contractor shall offer the owner or the inspecting authority or officer all proper and reasonable facilities for examining inspecting and testing the materials. Machinery and workmanship used or intended to be used or employed during the progress of the construction and installation of equipment of the pontoon and on the completion thereof and shall also supply free of charge such apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testing. The owner, the inspecting authority or officer shall have access to the place or places where any part of the machinery or equipment is being constructed or is stored at all reasonable times during the execution of this contract and in case any part of the work shall have been covered or closed without previous inspection the contractor shall if required open such part or parts wherever necessary to enable the owner or inspecting authority or officer to inspect the part so opened up at the expense of the contractor.

(c) Intimation for inspection

The contractor shall inform the inspector in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work. No portion of the work shall be considered completed in accordance with the terms of the contract until the inspector, shall have certified in writing that it has been inspected and approved by him. The expense incurred in the inspection and / tests at the place agreed upon in the contract will be defrayed by the owner, provided that the results are satisfactory and in accordance with the terms of contract. In the event of inspection and or tests providing unsatisfactory and resulting in the non-acceptance of the plan structure or any portion thereof, the cost of such re-inspection and or tests shall be borne by the contractor.

10. Replacement of defective work, material and fittings:

All materials, machinery and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the owner or the inspecting authority or officer. Any portion or portions of the material, machinery or any of the works done under this contract which may be considered by the owner or the inspecting authority or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the pontoon and which he shall reject shall be replaced in a manner satisfactory sole expense of the contractor.

If the inspector shall find any work to be not in accordance with the contract, he shall be entitled to give the contractor notice thereof and the Contractor shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time (as to which the inspector shall be the judge), the owner may reject and replace at the cost of the Contractor the whole or any portion of the work as the case may be, which is defective or fails to fulfil the requirement of the contract. The owner shall carry out such replacement within a reasonable time to the same specifications and under competitive conditions. The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the owner, of the extra cost, if any, of such replacement delivered and / or constructed as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the owner, under the provisions above mentioned for such replacement and the contract price for the work so replaced, and the repayment of any sum paid by the owner to the Contractor in respect of such defective work. Should the owner not so replace the rejected work within reasonable time, the Contractor's full and extra liability under this clause shall be satisfied by the repaying of all moneys paid by the owner to him in respect of such work.

11. Trials:

Forthwith after the completion of the pontoon in strict conformity with the Technical Specifications under this Contract the pontoon shall undergo, in the presence of the owner and the Inspecting Authority of Officer or their representative trials near the yard of construction or any other places as mutually agreed upon in accordance with the provisions of the specifications and as directed by the owner or the Inspecting Authority or Officer.

The said trials shall be at the sole expense and risk of the Contractor who shall pay and discharge all costs and bear all liabilities whatever arising out of the same. The Contractor shall supply all crew and officers, fuel, gear and equipment required for the trials, all at his own expenses and shall also be responsible for all risks to the pontoon and other craft or to any person or property during the continuance of such trials and made good any damage which may arise in consequence thereof and indemnify the Authority and their Officer /and servants therefrom and from all claims, action, suits and proceedings and all costs, charges and expenses in respect thereof or in any way arising there out or incidental thereto. Provided that all claims in respect of the owner or representatives of the Authority shall be met by employee's representative the owner.

12. Delivery:

(a) Preparation for voyage and delivery:

Immediately after completion of satisfactory trials the contractor shall proceed to make the pontoon ready for the delivery at Vijayawada, on River Krishna in NW 4 and deliver the same in the charge of the representative in such suitable place and position as may be directed by the owner complete with all necessary certificates and licences and in a good, complete and satisfactory condition of repair, fair wear and tear, consequent on the voyage accepted

and with all stores and equipments in the Specifications mentioned or herein provided for on board, any damages incurred (other than fair wear and tear) or defects discovered during such navigation being made good by the Contractor at his own expense prior to such last mentioned delivery. All costs and charges of every description in connection with the delivery are to be borne by the Contractor and all dock, canal and harbour dues and charges are to be paid by him.

The contractor shall comply with all rules of Ministry of Shipping if any and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone whereby the cost of insurance premium is increased. Should the cost of insurance be in any way increased by the failure of the Contractor to meet such requirements any such increased cost shall be borne by the contractor.

Delivery Schedule: Seven months from the date of signing of agreement.

(b) Spare Parts

The spare parts as required to be supplied as per manufacturers' recommendations under the contract shall be supplied at Vijayawada along with the Pontoon at the expense of the Contractor and delivered to the representative of the owner.

Should it be necessary for the Contractor to send any of the spare parts by the Separate means, the Contractor shall be responsible for the cost of delivery and also for the proper packing, storage and protection whilst on the board and for their subsequent reception and landing at Vijayawada and delivery to the owner's representative.

The contractor shall also submit a complete set of tools and spares for three years of operation of the Pontoon.

(c) Provision as to the trials :

As soon as the pontoon shall have been equipped and made ready for work to the satisfaction of the representative it shall then undergo such trials as owner's representative may require to demonstrate that neither the hull, machinery/equipment nor any other parts of the pontoon or any of its components have been damaged during the delivery and that all are in good working order and that the pontoon is up to the standard required when working under local conditions. Any defect noticed during such trial shall be rectified by the Contractor to the satisfaction of the owner/or its representative.

(d) Pontoon to be at Contractor's risk until the issue of certificate of delivery

The said delivery and re-equipment of the pontoon at the specified destination shall be at the expense and risk of the contractor who shall pay and discharge all costs and liabilities thereof and connected therewith and shall continue to be responsible for the safety of the vessel until the Owner or his representative shall have accepted delivery thereof as hereinafter mentioned. If any loss (whether total or otherwise) shall be sustained or incurred by the vessels by any means or from any cause either during the delivery or before acceptance by the Owner then and in any such case the Contractor shall at his own expenses forthwith make good such loss subject in the case of total of constructive total loss to the provision of this contract.

(e) As to acceptance of delivery:

When and as soon as the pontoon shall have been duly re-equipped and made ready for work in accordance with the specifications and shall be in a complete and satisfactory condition with their certificates, licences and outfits and spare gears enumerated in the Specifications on board then the pontoons shall be delivered to the representative of owner who shall thereupon give to the Contractor or to such other persons who may be appointed by the Contractor to receive the certificates of such delivery and of the date thereof and the granting of such certificates shall alone be evidence of the acceptance by the owner of the delivery and of the date thereof.

Following Acceptance criteria will be strictly followed while accepting the Pontoon:

- 1. Draft not to exceed 0.7 m**
- 2. Dead Weight not to exceed 30T**

(f) Power for representative to dismantle and re-equip the pontoon in default of Contractor

If after the arrival of the pontoon at the specified destination the contractor shall fail to dismantle any equipment/machineries of the vessel and re-equip and make them ready in all respects for work to the satisfaction of the representative or shall in the opinion of the representative be carrying on such dismantling, re-equipment and making ready for work negligently, improperly or so slowly as to cause or be delayed then in any such case the representative on behalf of the Owner may without vitiating this Contract take the vessel out of the possession of the Contractor and employ any persons or workmen upon such terms as he may think fit to dismantle and re-equip the vessel and make them ready for work in accordance with the specifications and this Contract and to perform any of the other obligations of the contractor under this contract which shall remain to be performed and the contractor shall pay to owner such a sum as shall be certified in writing by the representative to represents to costs and expenses incurred by the owner or the representative by reason or in course of the exercise of any of the powers conferred on the representative under this clause or the owner may at his option deduct such sum from the contract price.

(g) Penalty for deficiency in draft of the vessel

The total contract price of the vessel has to be affected or changed by reason of the actual max. draft with full bunker, water, on board handling equipments , personnel and stores as determined by actual measurement in accordance with specification being more than that specified in the attached specifications if the actual draft is more than 50mm.

However, commencing with and including an increase of 50mm in actual draft the total contract price of the vessel shall be reduced for deficiency in draft as follows:

Up to 100mm of draft (1.30 m draft): **5% of the basic cost of the pontoon.**

Up to 150mm of draft (1.35 m draft): **10% of the basic cost of the pontoon.**

If the actual draft of the pontoon is more than 0.90 m and builder is not able to rectify even by an extension of delivery period, then the owner at his option may reject the pontoon

and rescind the contract or may accept the pontoon at a reduction of the price as may be agreed between the parties.

13. Number of workmen and rate of progress to be increased on requisition of owner:

The contractor shall at all times during the progress of the construction and installation of equipment and machineries of the pontoon and subject to the limits of his control in the matter of labour employment and sufficient number of skilled workmen and labourers with necessary overlooks and proceed with the works hereby agreed to be executed (hereinafter referred to as the "workers with such despatch as in the opinion of the Owner or Inspecting Owner or Officer shall be necessary in order to secure the due completion of the vessels within the time limit for that purpose by the contract and shall also at times during the progress of the works upon being required to do so by the Owner or the Inspecting Owner or officers hasten the rate of progress of the vessels and of the work in accordance with any such requisition and to the satisfaction of the Owner or the Inspecting Owner or Officer PROVIDED ALWAYS that nothing herein contained nor anything done or omitted to be done by the Owner or the inspecting Owner or officer on behalf of owner in pursuance hereof shall be deemed to release the Contractor from or diminish or affect obligation to complete the pontoon within the limit by this Contract or their liability in respect thereof.

14. Liquidity Damage for delay in the delivery & Force Majeure:

If the contractor fails to deliver the **pontoon** within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period the Owner may without prejudice to his right, recover damages for breach of the contract damages equivalent to 1.5% per month of delay of the price of the Pontoon which the contractor has failed to deliver within the period fixed for delivery subject to a maximum of 10% of contract price, where delivery is accepted after expiry of the aforesaid period and in case of repudiation of the contract, the security of the contractor shall be liable to be forfeited and shall also be liable for any loss which the Owner may sustain on that account. PROVIDED ALWAYS that if the Engineer-in charge shall certify in writing that such delay or any portion thereof has arisen either in connection with the works of the Contractor or their authorised subcontractor due to Force Majeure or other cause which in the opinion of the Engineer-in charge on behalf of Authority were unavoidable and could not be foreseen or overcome by the Contractor then and in such cases the liquidated damages shall not be payable in respect of the period certified to be due such cause and the Engineer-in charge on behalf of Authority shall have power to extend accordingly the time fixed for completion.

The term Force Majeure shall herein means Riots (other than among the contractor's employees) Civil commotion (to the extend not insurable), War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God such as earthquake (above 7 magnitude in Richter scale), lightning, unprecedented floods, fire not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in charge whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation required to be performed by them under this contract the relative obligation of the party affected by such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 15 (fifteen) days of the alleged

beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he will categorically specify in his bid and state whether they have been taken into consideration in their quotations.

15. Defect Liability:

In the event of any defect being discovered in any part of the vessels, the machineries or equipments or fittings (which is not attributable to fair wear and tear of the pontoon nor to improper management on the part of the official staff of the vessel during a period of 12 calendar months from the date of the delivery certificate, the Contractor shall supply to Owner or their representative at the specified destination new parts to replace any that may be proved to have been so defective or shall pay to Authority such sum as it would cost the Contractor to supply such parts for replacement from the Contractors works.' The cost of receiving any such defective parts and or fitting such parts in replacement thereof shall be borne by the Contractor or be adjusted as liquidated damages from the security deposits/payment of last instalment of the contract price to such amount as it would in the opinion of the Owner have cost the contractor if the removing and replacing had been done at their works. The contractor shall also be entitled to have any workmanship or material claimed to be defective inspected by a representative to be appointed by them for that purpose or should the Contractor so require, Owner shall be bound to consign to the Contractor at his works in and at the Contractors expenses the parts claimed by the Owner to be defective so that the contractor may have an opportunity of satisfying himself as to the defect complained of and also be in position to operate his relief if any against any sub-contractor in respect of such defective parts.

16. Registration of pontoon:

The Contractor shall give all such builders and other certificates and documents and do such other acts and things as may be necessary or proper on his part for the registration of the pontoon in the name of the Owner to the representative or other agent of the Owner whom the Owner may appoint for that purpose. Failing this the Contractor must arrange for the vessels to proceed to the specified destination under a "Pass" from the appropriate authorities at any port and all fines payment or penalties which may become payable by the Owner, the representative of the said agent by reason of any defect in such registration or during the delivery of the vessel to the specified destination shall be paid by the Contractor or may be deducted from the money payable to him under this contract and he shall indemnify the Owner, the representative and the said agent respectively there from and from all claims, actions, suits and proceeding and all costs, charges and expenses in respect thereof.

IWAI, being the owner, will register the vessel. Builders will provide necessary documents/drawings/information. If any modifications are to be done for the purpose of registration/survey, the builder at his cost should undertake such modifications.

17. INSURANCE:

The Contractor shall at his own cost fully insure and keep insured in the joint names of the Owner and the Contractor the pontoon and the machineries, materials and thing used or intended for use in the construction and outfit thereof. Hull insurance and machinery insurance may be done by the Builder but the insurance cover should cover the effected payment as well as the extent of work completed. The contractor is also to keep insured the value of any modifications, additions and spare parts as may be agreed upon from time to time during the construction of the pontoon. Copy of insurance policy to be submitted to IWAI

The Policy/Policies shall be effected with reputable Insurance Company approved by the Govt. and shall comprise insurance against fire, launching and all other risks, accidents and damages excluding War Risk which for the time being can be covered by insurance during and after the construction of the pontoon and while she remains in the harbour or the yard of construction or when engaged on or in connection with any trials made under this Contract as well as the perils of the river and all other risk of every kind including War Risk so far as they are insurable, or whilst lying therein or on a slipway or in a dry dock or being tried near thereto previous to being accepted by Owner and the Contractor shall from time to time (if from any cause the vessels shall not be delivered to and accepted by the Owner during the term of such policies) renew and said insurance and pay and continue to pay all premium which shall become payable in respect of such insurance and within seven days from the date when such renewed insurance is effected or premium paid shall deliver to the Owner the policy or policies thereof and the receipts for such premium PROVIDED ALWAYS that in case of default by the Contractor to keep up the said insurance or to effect any such renewal insurance as aforesaid then the Owner if they shall think fits shall be at liberty to do so and thereupon the Contractor shall repay the owner the amount of the premium paid by them or the Owner shall be at liberty at his option to deduct the amount thereof from any sums payable to the Contractor under this contract PROVIDED ALSO that nothing wherein contained nor anything done or omitted to be done by the Owner in pursuance hereof shall be deemed to release the Contractor from diminish or affect his obligation to keep the vessels machineries, materials and thing insured to the full amount of the value therefore from time to time in accordance herewith until her acceptance at the place of delivery mentioned in the Contract nor shall diminish or affect the liability of the Contractor in respect thereof. If any event shall happen giving rise to a claim under the insurance policy to be effected under this clause or if the vessel shall become a total or constructive total loss on the delivery to specified destination or after the arrival there and before the acceptance by the representative owing to perils of the river of other risks insurance so far as they are insurable to be effected for the delivery at the specified destination the Owner without prejudice to the rights to have this contract performed within such extended time and at such price as may be mutually agreed and failing agreement determined by the Owner shall give the money which shall become payable under whichever of the said policies the claim shall arise and retain the same paying the contractor the difference between the aggregate of such sums as they may have previously paid the contractor under this contract and such total amount as the Owner may certify would have been payable to the contractor if this contract had been terminated. Provided that if the vessels are covered against War Risks the premium on the account shall be payable by Owner.

TECHNICAL SPECIFICATION OF PONTOON

1. GENERAL

1.1 General Requirements

The pontoons shall be suitable for operations in inland waters. The pontoons shall be built as per Indian Register of shipping rules/ regulations for dumb barge/ pontoon applicable to inland vessels.

The pontoon is to be stationed at Jetty locations along river and will move at various specified location for unloading/ loading of cargo from ship to jetty and vice versa. The pontoon will be moored at site via four sets of catenary and anchors. The builder shall construct the pontoons and install the required structural or outfitting elements which are required for mooring the pontoon.

Normal shipbuilding practices shall be adapted in the construction. Any material/ fitting/ equipment or procedure not described or left out of these specifications, but considered as normal and necessary for intended services of this Pontoon shall be supplied and fitted by the builder without any extra charge.

The builder shall be responsible for all the extra work, which arises out of the recommendations, and remarks made by the Classification Society as well as IWT surveyors.

The terms and conditions mentioned in this Specification shall be, in general, final for all contractual obligations. However, items shown on the guidance General Agreement Plan but not stated or stipulated in these Specifications should also be considered. In the event of any inconsistency in the guidance General Arrangement Plan, the Specifications should prevail.

1.2 Principal Particulars :

The main particulars of the pontoons are:

Type of pontoon	:	Box type steel all welded
Length	:	35.00 metres
Breadth	:	8.00 meters
Moulded depth	:	1.60 meters
Draft	:	0.70 meters

1.3 Environmental conditions

The environmental parameters of the site situated along the Krishna River with the riverbed being mostly soft mud and slit are as follows:

Wind speed (average) : 15m/sec. (all directions).

Current speed (maximum) : 2 m/sec. (either direction, along the river) near bank.

Maximum river water temperature: 32° C

The mooring system must sustain the Pontoon in the max. expected wind and current speed.

1.4 Classification, Regulations and Certificates

The pontoon shall be designed and built in accordance with the requirements of the rules and regulations of:

1. IRS (Indian Register of Shipping) or any Classification Society who is member of International Association of Classification Society (IACS)
2. The Inland Vessel Act 1917 and as amended in 2007.

The Pontoon shall be built under the inspection of the above mentioned Classification Society and to be classified as a pontoon suitable for inland waterways. The Owners and their representatives / consultants shall also inspect the construction of the pontoon and carry out the specification survey.

The builder shall obtain the following certificates/documents and deliver to the owner at the time of the pontoon's delivery.

The original certificates with three copies shall be handed over prior to delivery or framed and kept onboard as the case may be.

- a)** Issued by appropriate authorities as applicable for this class of vessel.
 - 1) Inclining Experiment Report.
 - 2) Trim and Stability booklet.
 - 3) Certificate of tonnage (GRT/NRT).
 - 4) Certificate of Registry
- b)** To be issued by classification society
 - 1) Classification Certificate
 - 2) All Certificates of machinery and equipment if any.
- c)** To be issued by Builders
 - 1) Builder's Certificate.
 - 2) Official Deadweight Certificates.
- d)** To be issued by others (mainly the classification society, MMD, Dock Labour Board and other statutory/recognized agency) for the anchors, chain cables, shackles, hawsers, mooring ropes and equipment.

The pontoon will be registered as per the relevant rules and regulations of Inland Vessel Act, 1917.

All costs and fees for inspection and approval of Class and Regulation Bodies for the necessary certificates shall be borne by the Contractor.

1.5 Trim and Stability

The Pontoon shall comply with IMO's stability requirements. The pontoons shall not have any trim by fore in any of the operating loading conditions.

Permanent ballasting will not be allowed. An inclining experiment is to be conducted by the builder in the presence of the IWT surveyors and the Owner. A detailed trim and stability booklet duly approved by State IWT Directorate shall be submitted to the owner.

2. HULL STRUCTURE

2.1 General

The Pontoon is to be shaped with rounded corners and swim ends. The hull is to be divided into three watertight subdivisions as shown in the General Arrangement drawing.

Scantlings

The steel to be used is to be of **IS 2062 Grade B** or equivalent and classification society shall carry out necessary testing of the samples of steel as required by class. The welding is to be of excellent quality and using high quality electrodes. The hull scantlings are to be not less than given below:

Plating

a.	Bottom Plating	8mm
b.	Side plating	6mm
c.	End bulkheads	6mm
d.	Internal bulkhead	6mm
e.	Deck plating	6mm chequered plates
f.	Tank boundaries	6mm

Profiles

- (i) Bottom longitudinal 1A 75x75x8
- (ii) Side shell stiffeners 1A 65x65x6
- (iii) Deck longitudinal 1A 65x65x6
- (iv) Bulkhead stiffeners 1A 65x65x6/1A 100x100x10

The pontoons shall be built with shipbuilding quality steel of IS-2062 Grade "B" or equivalent with all welded construction. Necessary hull preservation and painting to be carried out as per shipbuilding practice and painting scheme mentioned. The hull shall have the following layout from forward to aft:

In general the hull shall be built of steel from keel to main deck according to the transverse/longitudinal framing system. Scantlings of all structural members shall be as per IRS requirements. Approved shipbuilding quality material is to be used throughout the construction. Sharp corners are to be avoided. Good continuity of structural members in basic hull structure should be maintained.

Flanging of plates and brackets, in general, shall not be allowed. For bolts only drilling is allowed. Before the steel plates and rolled sections are used for construction, rust and mill-scale must be removed by means of sand/grit-blasting. Immediately after the steel sand/grit-blasting, one coat of rich shop primer with a thickness of minimum 25 microns is to be applied as a temporary protection..

Plate edges should be flame-cut mechanically as much as possible. Welded connections with notches are not allowed.

2.2 Bulkhead

All watertight bulkheads shall be plated horizontally. Vertical stiffening shall be provided with the stiffeners spaced as per frame spacing.

2.3 Hull Opening, Watertight Doors and Hatches

All hull openings wherever provided shall be in accordance with IRS rules. Watertight doors and hatches are to be provided where necessary and shall comply with the rule requirements.

All manhole and hatches are to be 600 x standard size. Hatches are to have a coaming of at least 450 mm and all manholes are to be provided with water tight covers bolted on to 1A 100-x 100xS profiles welded around the opening. The bolts have to be of at least M16 size.

One drain plug below every tank is to be provided

2.4 Name and Draught Marks

The name of the Pontoon, place of registry and the draft marks should be executed in welded characters and the letters and figures should be cut out of 5 mm thick steel plate.

The name of the Pontoon should be executed on bow and stem. In addition, the place of registry should be indicated on the stem.

Draft marks are to be of 3 mm in welded steel plate and painted with at least two coats. They are to be located at intervals of 200 mm vertical (P&S) and at forward aft and amidships. The accuracy of these marking will be checked by the owner's representative.

3. HULL OUTFIT AND DECK EQUIPMENT

3.1. Anchor- and Mooring arrangement & equipment

The pontoon deployed on the river is to encounter current of maximum 2m/sec during flood. Therefore suitable mooring arrangements along with anchors are to be provided for sustaining the above conditions. Detail design and calculation in this regard to be prepared and same to be approved by owner & IRS before installation. The winches, anchor chain, mooring ropes, shackles etc. shall be as per the class requirement. The requirement of mooring at shore with appropriate arrangement through steel wire rope of adequate dia shall also be provided.

3.2. Anchor winches

Electrically operated anchor winch to be installed on both sides of required size shall be provided. Winch also suitable for manual operation. The anchor winch to have one chain pulley/sprocket and one warping head. Lined brakes and couplings to be provided for independent operation of the pulley and the warping head.

3.3 Deck machinery

Necessary windlass to be provided for the handling of anchors of 600 kg each. 2 numbers hand operated davits of 1.5 ton SWL each to be provided conforming to IS 5386 (1969).

3.4 Ladders

One wooden ladder to be provided for embarking/ disembarking from the Pontoon.

3.4 Bollards

Adequate double bollards to be provided on the main deck distributed on the port and starboard side for effective mooring. The bollards placed in heavy foundations with a height of about 200 mm. Total height of the bollards 500 mm. Deck construction in way of bollards shall be reinforced with increased plating thickness and extra stiffeners.

3.5 Fenders

Steel fenders of 300 mm dia (6 mm thick) are to be provided on either sides for 95 percent of the length of pontoon. Tyre fenders of sufficient size are also to be provided on both sides in such a manner that the spacing between them does not exceed 1250 mm. Lugs of not less than 16 mm to tie up these tyres are to be welded to the sides.

4. ACCOMMODATION

One cabin on deck suitable for two person for watch & ward and for keeping consumables, stores, etc. Placement of cabin shall be such that the working area is kept clear.

5. Drawings

The Builder shall prepare all classification/statutory construction/working drawings and as fitted drawings and submit to Owner for approval.

The charges for the approval of the Classification drawings shall be borne by the Builder.

Before delivery of the vessel the Builder shall submit one set of good quality of transparent films and four prints of all drawings including "As Fitted" drawings.

Three sets of as fitted drawings (for structural, machinery, piping & outfitting), detailed lists of all standard and extra spare parts, inventory tools and additional tools, maintenance, spare parts and other instruction manuals, schemes, calculations, all test reports, trial reports, final trim and stability booklet, etc., necessary for the operation, maintenance and repair of the vessel shall be submitted to the Owner at the time of delivery.

The following drawings shall be plastified / laminated, framed and fitted on board or handed over to owner:

- General Arrangement Plan
- Safety plan
- Bilge, Ballast
- Docking plan.

Ship's book, an operating manual for the entire vessel shall be made and supplied.

6. MATERIALS AND WORKMANSHIP

All materials, equipment, and other necessary fittings used shall be new and of very good marine quality and personnel employed for construction of the pontoon should be approved by the Classification.

All bolts and nuts should be of an approved standard.

Welding : The Pontoon shall be of all welded steel construction. Welding shall be of high quality, and shall be performed by Classification Society approved personnel. Welding procedures shall be in accordance with the rules and regulations of Class/ IWT Directorate. Necessary precautions shall be taken to eliminate deformations.

7. INSPECTION, TESTS AND TRIALS

7.1 The Owner's representative shall inspect and carryout specification surveys during the construction of the boats. The boat shall be built under the Statutory survey of IWT Directorate and specification survey by owner/owner's representative.

No major construction alteration or modification shall be permitted without specific written approval from the Owner's or their authorised representatives.

All stages of work against which stage payments are to be made shall be inspected by Owners' surveyors for certification of the stage completion.

All tests shall be pre-arranged and shall be conducted in the presence of the concerned authorities and a report approved by the authorities shall be submitted to the owner. Any defect found by the surveyors during the tests and trials shall be rectified by the builder at no extra cost.

Two copies of all statutory and test certificates of materials and the equipments shall be supplied.

7.2 Instruction Manual and Books

Three sets of instruction books, operation and maintenance manuals, spares catalogues given by the original machinery suppliers for all the equipment / machinery and instrumentation installed on board, shall be supplied to the Owners/Handed over to the Owner's representative.

Three copies of the list of suppliers of all the fittings and equipments used on board with their addresses and phone / fax numbers shall be supplied to Owners' representative.

7.3 Tank Testing

A suitable tank-testing scheme to check for water-tightness is to be prepared and submitted to the Owners for approval. All tanks and watertight or oil tight compartments are to be tested in accordance with the class requirements. The tests must be carried out after the completion of construction and before painting.

8. HULL PRESERVATION / PAINTING

The hull is to be cleaned of mill-scale by blast cleaning and coated with an approved good quality primer prior to fabrication. After installation of equipments, auxiliaries etc. damaged paint work is to be repainted in original colours and quality.

Painting work shall be executed in accordance with paint manufacturers' recommendations. Copper alloy, aluminium, aluminium alloy, stainless steel, non-ferrous materials and galvanised surfaces shall not be painted unless otherwise specifically required.

Painting scheme in general shall be as given below. Painting scheme for parts or spaces which is not specified in "painting scheme" shall be similar to surrounding space or comparable space.

Painting Scheme

Item No.	Surface	Scheme	Avg. Thickness (Microns)
A.	1. Bottom/ Underwater hull including all appendage up to 150mm above load water line	1 x Epoxy primer 1 x Coaltar Epoxy 1 x Coaltar Epoxy 1 x Chlorinated Rubber Sealer coat 1 x Chlorinated rubber anti fouling	1 x 25 1 x 100 1 x 100 1 x 30 1 x 100
	2. Top side areas	1 x Epoxy primer 1 x Coaltar Epoxy 1 x Coaltar Epoxy 1 x Chlorinated rubber Sealer Coat 2 x Chlorinated Rubber finish	1 x 25 1 x 100 1 x 100 1 x 30 2 x 30

	3. Vessel's name, port of Registry, hull marking	2 x Alkyd gloss finish	2 x 30
B.	Tanks:		
	1. Fresh water tank	1 x Epoxy primer 2 x Epoxy finish	1 x 25 2 x 100
	2. Oil Tanks	1 x Mineral Oil	1 Coat
	3. Aft peak and void space	2 x Bituminous paints	2 x 40
C.	Super Structure, Deck & Others:		
	1. Exposed steel deck and 150 mm dia around all deck structure and machinery seating	2 x Red lead primer 2 x Non skid alkyd deck paint	2 x 40 2 x 40
	2. Top of chequered plates	2 x Red lead primer 2 x Alkyd deck paint	2 x 40 2 x 40
	3. Steel deck under deck composition	2 x Bituminous solution	2 x 40
	4. Deck fitting such as bollards, towing posts etc.	2 x Zinc chromate primer 2 x Alkyd gloss finish paint	2 x 40 2 x 40
	5. Anchor	2 x Bituminous solution	2 x 40
	6. Air pipes, winch etc.	2 x Zinc chromate primer 2 x Alkyd gloss finish paint	2 x 40
	7. Outside exposed bulkheads, super structure, hand rail, stanchions, stays and ladders	2 x Zinc chromate primer 2 x Alkyd gloss finish paint	2 x 40 2 x 40
	8 Davit etc.	2 x Zinc chromate primer 2 x Alkyd gloss finish paint	2 x 40 2 x 40
	9. Inside steel bulkhead	2 x Zinc chromate primer 2 x Alkyd gloss finish paint	2 x 40 2 x 40
D.	Machinery and Pining		
	1. Pipes	2 x Zinc chromate primer 2 x Heat and oil resistant alkyd finish paint	2 x 40 2 x 40

Paint specification and scheme are to be approved by the Owners. Standard colour coding to be used for pipes.

Fuel oil tanks, lubricating Oil tanks and other tanks for oil are to be treated with the oil to be carried in them. Colour scheme is to be approved by Owners. All small parts, which are exposed to climate, such as railings, sheaves, grating, parts of rigging are to be galvanised.

Galvanised surfaces are to be degreased and coated with a self-etching primer before painting. The paint specifications for galvanised surface are to be the same as for steel.

Prior to boating, Anti-fouling paints are to be applied to the hull outside, upto boot topping area. Non-slip paint is to be applied on the main deck open areas.

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