

# TENDER DOCUMENT

FOR

COMPLETION OF THE BALANCE WORK OF CONSTRUCTION OF  
6 NOS. WORK BOATS PRESENTLY IN THE YARDS OF HOOGHLY  
DOCK & PORT ENGINEERS LTD, M/S HDPEL, KOLKATA

March - 2012



**Inland Waterways Authority of India**

(Ministry of Shipping, Govt. of India)

A-13, Sector-1, Noida – 201 301 (UP)

Tel (0120) 2543931, Fax (0120) 2544041/2522969

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## INLAND WATERWAYS AUTHORITY OF INDIA

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File No. IWAI/MD/149/2012-13

\_\_\_\_\_, 2012

To

Sir,

**Sub: Completion of the balance construction work of 6 nos. workboats presently in the yards of HDPEL, Kolkata.**

Inland Waterways Authority of India, Noida, invites sealed tenders on limited basis only from the shipyards of Kolkata/ Howrah for the above mentioned works, which will be received in the office of Chief Engineer (Project & Marine) Inland Waterways Authority of India, A-13, Sector-1, Noida 201301 U.P., India", not later than 15:30 hrs IST on 16/04/2012 If interested, the tender document may be downloaded from the website of IWAI or be purchased from office of Chief Engineer (P & M) during the working hour from 14/03/2012 to 13/04/2012 on payment of Rs. 5000/-.

Yours faithfully,

(S Dandapat)  
Chief Engineer (Project & Marine)

Encl: As above

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**(SECTION-I)**  
NOTICE INVITING TENDER



## INLAND WATERWAYS AUTHORITY OF INDIA

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### NOTICE INVITING TENDER

The Inland Waterways Authority of India (IWAI) hereby invites sealed tenders in two cover system (Cover-I - Technical Bid and Cover-II - Financial Bid) on limited basis from Shipbuilders of Kolkata and Howrah for completion of the balance construction work of 6 nos. workboats presently in HDPEL in all respect as per the original technical specification and to be delivered at Kolkata, as per details given below:-

Sched uled. No.	Description of work	Estimated cost per boat (Rs.)	Total estimated cost in Rs.	Bid Security (EMD) (Rs.)	Time completion of
1.	Pre & post launching work for Completion of the balance work of first two boats i.e. yard no. P-123 & 124 in the yard of M/s HDPEL at Nazirgunj or in the yard of the tenderer in all respect and delivery to IWAI on satisfactory completion of test & trial.	245 lakhs	490 lakhs	9.8 lakhs	P- 123 : 6 months P- 124 : 7 months
2.	Pre & post launching work for Completion of the balance work of two boats i.e. yard no. P-125 & 126 in the yard of M/s HDPEL at Nazirgunj or in the yard of the tenderer in all respect and delivery to IWAI on satisfactory completion of test & trial.	252 lakhs	504 lakhs	10.08 lakhs	P-125 : 8 months P-126 : 9 months
3.	Pre & post launching work for completion of the balance				

	construction work in all respect as per the technical specification and delivery to IWAI two nos. workboats i.e. P-127 & 128 in presently in the yards of HDPEL at Salkia works after satisfactory completion of test & trial.	260 lakhs	520 lakhs	10.40 lakhs	P-127 : 12 months P-128 : 14 months
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## **TERMS & CONDITIONS**

1. The complete Bid Document may be obtained from the address for communication given below from 14/03/2012 to 13/04/2012 on any working day between **1000 hours** and **1700 hours**, on payment of non-refundable document fee of Rs. 5000/- in the form of Demand Draft in favour of "IWAI FUND" payable at Noida/ New Delhi. The document can also be downloaded from IWAI's website <http://www.iwai.nic.in>. Applicant submitting the downloaded version would need to pay the cost of document along with application in the above manner. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders. The amendments / clarifications, if any, to the document will be available on the above website.
2. The bids for one or more schedules can be submitted and accordingly the EMD to be deposited along with the bid.
3. The bids must be submitted preferably in hard bound form with page numbering and proper indexing.
4. The firm should have a minimum annual turnover of Rs. 454.00 lakhs (30% of the estimated cost) in 3 years during last 5 years in case bidding for all Six workboats. Otherwise, it shall be proportional to the number of vessels for which the bid is submitted.
5. The firm should have done work of similar nature during last 5 years as follows:
  - a. Single work of Rs.454.00 lakhs (30% of estimated cost) if bidding for six vessels or proportional to the number of vessel for which bid is submitted.  
Or
  - b. Two works of Rs. 303.00 lakhs each (20% of estimated cost) if bidding for Six vessels or proportional to the number of vessel for which bid is submitted  
Or

- c. Three works of Rs.227.00 lakhs each (15% of estimated cost) if bidding for Six vessels or proportional to the number of vessel for which bid is submitted
6. The last date for submission of the Bid Document is 16/04/2012 upto 15.00 hrs (IST). The technical bids would be opened on the same day at 15.30 hours in the presence of the representatives of the bidders, if any.
7. **The pre bid meeting will be held on 02/04/2012 at 1500 hrs. in Nazirgunj works of M/s HDPEL at Howrah or IWAI Office at Kolkata.**

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

Chief Engineer (Project & Marine)  
Inland Waterways Authority of India,  
A-13, Sector-I,  
Noida – 201 301

**Tel (0120) 2543931, Fax (0120) 2544041/ 2522969**  
Website: - [www.iwai.nic.in](http://www.iwai.nic.in)

**Chief Eng. (Project & Marine)**  
**IWAI**

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**(SECTION-II)**  
**INSTRUCTION TO BIDDERS & APPENDIX TO BID**



## Section II: Instructions to Bidders

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## Section II

### Instructions to Bidders (ITB)

#### A. General

##### 1. **Scope of Bid**

- 1.1 The Owner (as defined in the Appendix to ITB) invites bids for ***“Completion of the balance work”*** to be delivered at Kolkata as described in these documents and referred to as “the works”. The name of the work is provided in the Appendix to ITB.
- 1.2 The successful bidder will be expected to complete the works by the delivery schedule as follows:

Delivery of 1 <sup>st</sup> workboat yard no. P-123	Within 6 (Six) months
Delivery of 2 <sup>nd</sup> workboat yard no. P- 124	Within 7 (Seven) months
Delivery of 3 <sup>rd</sup> workboat yard no. P-125	Within 8 (eight) months
Delivery of 4 <sup>th</sup> workboat yard no. P-126	Within 9 (nine) months
Delivery of 5 <sup>th</sup> workboat yard no. P-127	Within 12 (twelfth) months
Delivery of 6 <sup>th</sup> workboat yard no. P-128	Within 14 (fourteen) months

from the date of issuance of work order/letter of acceptance.

- 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 Bids is open to bidders engaged in Shipbuilding and has constructed vessels of similar type or vessels with similar or higher size/capacity.
- 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.

##### 4. **Qualification of the Bidder**

- 4.1 This invitation for bids is open to the manufacturers and their dealers registered with the appropriate authorities under the appropriate laws for the time being in force in India.

- 4.2 All bidders shall include the following information and documents with their bids.
- (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 five years.
  - (c) Experience certificate in works of a similar nature and size for each of the last five years with satisfactory performance certificates from clients.
  - (d) Evidence of availability (either owned or leased or rented) of shipyard where the vessels are proposed to be built.
  - (e) Qualification and experience of key site management and technical personnel proposed for the contract.
  - (f) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past five years.
  - (g) Evidence of adequacy of working capital for this contract [access to line(s) of credit and availability of other financial resources].
  - (h) Proposals for subcontracting components of the works amounting to more than 10% of the contract price.
  - (i) 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;
- 4.3 Bids from firms/company jointly or consortium are allowed. Memorandum of Understanding between the firms for joint bids to be submitted.
- 4.4 A To qualify for award of the Contract, each bidder should have in three years during last 5 years for (a) and five years for (b):
- a) Achieved minimum annual financial turnover (in all cases of ship building works only) volume of ship construction work of at least the amount prescribed in NIT for which bid has been invited.
  - b) Satisfactorily completed (not less than 90% of contract value), as a prime contractor of similar works during last five years ending last day of month previous to the one in which bids are invited should be either of the following in case of bidding for all six boats. Otherwise, it shall be on proportional basis.
    - i) one similar completed work costing not less than the amount equal to Rs. 454.00 lakhs.
    - ii) two similar completed works costing not less than the amount equal to Rs. 303.00 lakhs for each work.
    - iii) three similar completed works costing not less than the amount equal to Rs. 227.00 lakhs for each work.

### **The similar work constitutes construction of vessels**

(Escalation factor as specified in the appendix shall be used to bring the value of the completed works at the level of current financial year i.e.2011-12)

#### 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.

#### (b) Each bidder must demonstrate:

(i) Evidence of availability (either owned or leased or rented) of shipyard where the Balance Work of workboats to be completed are proposed to be carried out.

(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) 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 Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

5.2 Tender documents are not transferable.

### **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
6. General Arrangement Drawing

7.2 One set of the bidding document will be issued to the bidder against the payment.

7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, forms and drawings in the 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 cable ("cable" includes facsimile) at the owner's address indicated in the Notice Inviting Tenders. The Owner will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Owner's response will be forwarded to all purchasers of the bidding documents, 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. Its date, time and address are given in the Appendix to ITB.

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 cable 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 transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 7.1, which may become necessary as a result of the pre-bid meeting shall be made by the Owner exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-bid meeting.

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 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.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Owner. The Owner will assume no responsibility for postal delays. 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 an 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 the language specified in the Appendix to ITB.

### **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 of:

- I. For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents must be placed in a separate cover, marked "cost of bidding document downloaded from the website."
- II. Earnest Money in a separate cover marked 'Earnest Money'.
- 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. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

VII. The complete tender document in original duly filled except cost schedule, signed and sealed on every page. 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.

**Part II.** It shall be named Financial Bid and shall comprise of:

(i) Cost schedule.

11.2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 18.

## **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 (both in figures and words) 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. The Owner as non-responsive shall reject a bid valid for a shorter period.

14.2.1 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 Appendix to ITB.
- 15.2 The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee/ Demand Draft as specified in the Appendix to ITB. It shall be valid for 90 days beyond the validity of the bid.
- 15.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, 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 Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 15.6 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 one set of the bid comprising of the documents as described in Clause 11.
- 17.2 The Bid shall be typed or written in ink and 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. The scanned signatures are not acceptable. It will make the bid non-responsive.



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. Sealing and Marking of Bids**

18.1 The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope. The inner envelopes will have markings as follows:

Technical Bid: To be opened on 16/04/2012 (date and time of Technical Bid opening as per clause 22.1.)

Financial Bid: Not to be opened except with the approval of the Owner.

The contents of the Technical and Financial Bids shall be as specified in clause 11.1.

18.2 The inner and outer envelopes containing the Technical and Financial Bids shall

- a) be addressed to the Owner at the address provided in the Appendix to ITB;
- b) bear the name and identification number of the Contract as defined in clause 1.1; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1.

18.3 In addition to the identification required in Sub-Clause 18.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 20, or is declared non-responsive pursuant to Clause 22.

18.4 If the outer envelope is not sealed and marked as above, the Owner will assume no responsibility for the misplacement or pre-mature opening of the bid.

**19. Deadline for Submission of Bids**

19.1 Complete Bids (including Technical and Financial) must be received by the Owner at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be received up to the specified time on the next working day.

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. Late Bids**

20.1 Any Bid received by the Owner after the deadline prescribed in Clause 19 will be returned unopened to the Bidder.

## **21. Modification and Withdrawal of Bids**

21.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19.

21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 17 & 18, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

The envelopes for modifications on 'Technical Bid' and 'Financial Bid' shall be submitted in separate sealed envelopes and marked as 'Modifications of Technical Bid' or 'Modifications of Financial Bid', as the case may be.

21.3 No bid may be modified after the deadline for submission of Bids.

21.4 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.

21.5 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

### **22. Bid Opening**

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clause 27.2 shall be opened on a subsequent date, which will be notified to such bidders.

22.1 The Owner will open the envelope marked the "Technical Bid" of all the bids received (except those received late), including modifications of Technical Bid made pursuant to Clause 21 in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. 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.

- 22.1.1 Envelopes marked 'withdrawal' shall be opened and read. Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.
- 22.1.2 Bidder's names, withdrawals, 'modification of technical bid', the presence of bid security and such other details, as the Owner may consider appropriate will be announced by the Owner after the opening.
- 22.2 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.
- 22.3 The Owner will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.1.
- 22.4 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 27.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 22.5** 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 opening of financial bids.
- 22.6 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, any discount/rebate, modification of financial bids pursuant to clause 21 and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 22.7 The Owner shall prepare the minutes of the opening of the Financial Bids.

## **23. Process to be Confidential**

- 23.1 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

## **24. Clarification of Bids and Contacting the Owner**

- 24.1 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.
- 24.2 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.

## **25. Examination of Bids and Determination of Responsiveness**

- 25.1 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.

## **26. Correction of Errors**

- 26.1 The Owner for any arithmetic errors will check the financial Bids. Errors will be corrected by the Owner as follows:
- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
  - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

26.2 The amount stated in the Financial Bid will be corrected by the Owner in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 15.6(b).

## **27. Evaluation of Bids**

27.1 Selection of the bidder for construction and supply of vessels will be based on technical and financial evaluation.

27.2 Technical evaluation shall be based on the offer satisfying the 4 criteria.

- (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) Output of the shipyard in terms of number and cost of vessels during the preceding five years from the date of receipt of the bid as specified in NIT - to be furnished in format given at Appendix – 2.
- iii) (Contract non-performance (during preceding 5 years)- to be furnished in format given at Appendix-3
- (iv) Financial details
  - (a) Financial performance during preceding 5 years - to be furnished in format given at Appendix –4
  - (b) Annual construction turn over during preceding 5 years as specified in NIT - to be furnished in format given at Appendix – 5

27.3 Verification of the facts furnished by the bidders may be made by the owner by visiting the establishment/yard of the bidders prior to finalizing the technical evaluation.

27.4 If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.

27.5 The evaluation of the financial bid will be based on the lowest financial offer received for the work.

## **F. Award of Contract**

### **28. Award Criteria**

28.1 Subject to Clause-30, the Owner will award the Contract to the Bidder after evaluation as per Clause 27.

### **29. Owner's Right to Accept any Bid and to Reject any or all Bids and Split the work or Increase and Decrease work.**

29.1 Notwithstanding Clause-28, 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 reserves the right to split the work to one or more parties depending on capability of the yard and increase/decrease the work requirement.

### **30. Notification of Award and Signing of Agreement.**

30.1 The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period and 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").

30.2. 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 32.

30.3. 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.

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

### **31. Factors Affecting the Award of the contract.**

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

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

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

31.4 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 Organisations/reputed Private organisations.

### **32. Performance Security**

32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Owner a Performance Security of Ten percent of the Contract Price, for the period of 28 days after the expiry of defect liability period of 12 months.

- 32.2 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Owner, from a Bank as applicable in case of earnest money / bid security defined in Appendix to ITB.
- 32.3 Failure of the successful bidder to comply with the requirement of sub-clause 32.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

### **33. Corrupt or Fraudulent Practices**

The Owner will reject a proposal for award if it 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, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

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 to ITB

The Owner should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to  
Bidders  
Clause Reference

- (1.1) The Owner is Chairperson, Inland Waterways Authority of India
- (1.1) The Works is "Balance Construction work of " 6nos. workboats presently in the yards of M/s HDPE & delivery to IWAI as per technical specification
- (4.4 A) (b) The value shall be as mentioned in Bid Notice.  
Escalation factor (for the cost of works completed during the last 5 years ) may be taken as follows:  
[Cl. 4.4A(b)]
- | Year Before | Multiplying Factor |
|-------------|--------------------|
| One .....   | 1.1                |
| Two .....   | 1.21               |
| Three ..... | 1.33               |
| Four .....  | 1.46               |
| Five .....  | 1.61               |
- (8. 2.1) Place, Time and Date for pre-bid meeting are:
- Place: Nazirgunj work of HDPE or Office of IWAI, Kolkata  
(will be intimated later, in case of change, if any)
- Time: 03.00 PM
- Date : 02/04/2012
- (10.1) Language of the bid is : English
- (11.1.v) Nil
- (15.1) The amount of Earnest Money shall be as mentioned in NIT.



- (15.2) A. The EMD/bid security which shall either be in the form of a Bank Guarantee, in the name of the Owner, from following banks would be accepted:-
- i. State Bank of India or its subsidiaries,
  - ii. Any Indian Nationalised Bank
  - iii. IDBI or ICICI / HDFC Bank
  - iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank.
  - v. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

Or

Demand Draft in favour of 'IWAI Fund'  
Payable at Noida/New Delhi.

(19.1) The Owner's address for the purpose of Bid submission is Inland Waterways Authority of India, A-13, Sector-I, Noida – 201 301.

(19.1) The deadline for submission of bids shall be:  
Time

As prescribed in Bid Notice

Date

(22.1) The date, time and place for opening of the Bids are:

(A) Technical Bid

Date

Time

As prescribed in Bid Notice

Place

(B) Financial Bid (For qualified bidder)

Date

Time

(Will be intimated later)

Place

(32.1) The amount and validity period of the performance guarantee is:

Amount: 10 % of the contract price.

Validity Period: (i) Performance security shall be valid until a date 28 days after the expiry of Defect Liability Period.

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

<b>Name &amp; Address of the Ship Builder</b>	<b>Detailed Particulars</b>	
(i) Slipway including fabrication/ construction bays (details including number, dimension, location and layout of shipyard to be given). Whether covered or opened.		
(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		
(iv) List of workshop machinery, equipment:  (i) Welding Sets  (ii) Gas Cutting Sets  (iii) Grinding Machine  (iv) Shot Blasting equipment  (v) Material handling equipment  (vi) Machine Shop Machineries  (vii) Paint Shop	Description Quantity	Make
(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.		

**OUTPUT OF THE SHIPYARD DURING PRECEDING 5 YEARS**

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





**ANNUAL CONSTRUCTION TURNOVER (DURING PRECEDING 5 YEARS)**

Year	Annual Turnover

---

**(SECTION-III)**  
**FORMS OF BID & BANK GUARANTEE**  
**AND COST SCHEDULE**

**(Form of bid to be submitted along with Technical bid)**

To

**Chief Engineer (Project & Marine)**

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

DESCRIPTION OF WORKS: Bid for construction completion of the work of 6nos. workboats presently in the yards of M/s HDPE & delivery to IWAI.

REFERENCE LETTER NO. ....

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 two High powered tugs comprised in the Contract within the period stated in the bid hereto.

3. Bid Security of Rs. ----- in the form of .....is 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 \_\_\_\_\_ 2012

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 BID SECURITY

The Chairperson,  
Inland waterways Authority of India,  
A-13, Sector 1,  
Noida – 201 301.

WHEREAS \_\_\_\_\_

(Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of \_\_\_\_\_ in the state/s of \_\_\_\_\_ herein called "the Tender" KNOW ALL PEOPLE by these present that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of country) having our registered office at \_\_\_\_\_ (\_\_\_\_\_ ) (hereinafter called the 'Bank') are bound unto the Inland Waterways Authority of India (hereinafter called "the Owner") in the sum of the Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) \*for which payment can truly be made to the said Owner. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day \_\_\_\_\_ of 2011 and undertake to pay the amount of \_\_\_\_\_ Rs. \_\_\_\_\_ to the employer upon receipt of this written demand without the employer having no substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Owner upto the above amount upon receipt of his classification societyt written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner will note that the amount claimed by his is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

---

NAME AND DESIGNATION

---

SEAL OF THE BANK

---

SIGNATURE OF THE WITNESS

---

NAME OF THE WITNESS

---

ADDRESS OF THE WITNESS

---

## 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) thereafter 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 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 28 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 1<sup>st</sup> installment)

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 completion of balance construction work of 6 nos. workboats in HDPEL (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 matter 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 up to ..... 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 ..... 2012 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 complete the balance construction work of 6nos. workboats presently in the yards of M/s HDPEL & deliver to IWAI completion to the original specification its own purpose and the CONTRACTOR has agreed to complete the work & supply the same on the terms and conditions mentioned below: -

1. The Contractor will design, construct and deliver at Kolkata to the order of the IWAI, 6nos. workboats 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 caused .....on their behalf to hereunto set his hand and the contractor has hereunto see his hand/the Company has caused its common seal to be affixed hereunto the day and year first 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

(Six nos. work boats for NW-1 & NW-2)

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

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Price (in Rs.)</u>
A	Six	a) Basic cost of six nos. workboats complete in every respect in accordance with the attached specification (including Hull inventory and tools).  b) Taxes and duties etc.  <b>Total</b>  c) Any transportation cost for delivery at Kolkata.	

Total: Rs.....

(Rupees.....)

### Cost Schedule for Manning

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Remuneration and other statutory charges including contractor's profit, overhead &amp; service tax.</u> <b>(In Rs. per month)</b>
B	One One One One One One	Master 2 <sup>nd</sup> Class Driver 1 <sup>st</sup> Class Seacunny Greaser Laskar Cook	

(Signature of Contractor)

Dated.....

Address.....

Witness Signature.....

Name in Block letters.....

Address & Occupation.....

---

**Note:** Evaluation of the tender shall be made by taking into consideration both the cost of the workboats and the expenditure on manning.

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**(SECTION-IV)  
CONDITIONS OF CONTRACT**

**(PART-I GENERAL CONDITIONS OF CONTRACT AND CONTRACT DATA  
PART-II SPECIAL CONDITIONS OF CONTRACT)**

**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.

**Vessel** are the **workboats** whose construction work to be completed, equipped and delivered afloat in accordance with the contract and with modification, if any, as mutually agreed upon.

**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 & original contract with M/s HDPE.

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 **workboats**.

**Drawings** means the drawings and plans specified in the specifications: The expression "Work" means all the works specified or set forth and required in an 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 Buddha Nagar Disstt (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 vessels 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 Vessels 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 fulfillment 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 promise, 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 at Kolkata.

Dry docking is not necessary, if the vessels are 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. SECURITY DEPOSIT / RETENTION MONEY**

(1) The Performance Security equal to Ten percent of the contract price shall be provided to the owner no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security shall be valid until a date 28 days from the date of expiry of Defect Liability Period.

(2) 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.

(3) The security deposit /retention money 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.

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

(5) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Chairperson or his/her duly authorised representative to forfeit either in whole or in part, the security deposit and 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 Chairperson on behalf of the Authority shall refund the security deposit and

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 vessels 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 vessels.

## **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 building, equipment, testing and delivery at specified destinations, 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) For 4nos. workboats i.e. P- 123, 124, 125 & 126 at Nazirgunj works**

- a. 15% of the contract price on signing of the agreement against the Bank guarantee.
- b. 35% of the contract price on completion of the successful launching
- c. 30% of the contract price on completion of the installation & including chalk fasting of the main & aux. engines, DG sets and pumps.
- d. 20% of the contract price on successful test, trial & delivery.

### **(ii) For 2 nos. workboats i.e. P- 127 & 128 at Salkia works**

- a. 15% of the contract price on signing of the agreement against the Bank guarantee.
- b. 15% of the contract price on completion of 100% hull fabrication and erection.
- c. 20% of the contract price on successful launching

- d. 30% of the contract price on completion of the installation, including chalk fastening of the main & aux. engines, DG sets and pumps.
- e. 20% of the contract price on successful test, trial & delivery.

**(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 crossed cheque 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.

**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 disfavor 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 entitled 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 Manger on behalf of the debenture holders is appointed or circumstances shall have arisen which entitled 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 receipts 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 inland waterways authority of India.

(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 WORKS:**

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. Programme**

**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.

**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 may have 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 preformed 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 samples.

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

**32.1** If any defects including workmanship of hull, structure, performance of engines, machineries, stern gear or any other part appear within twelve months of "Taking over" certificate, the Owner shall give notice to the Contractor of any defects 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.

**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.

### **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 any thing 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.

## **Contract Data to General Conditions of Contract**

### **Clause Reference**

1. The Owner is IWAI represented by [Cl.1(i)]  
Chairperson, IWAI  
Address: A-13, Sector-1, Noida.
2. The Engineer-in-charge is:  
Designation: Chief Engineer (Project & Marine)  
Address: A, 13, Sector – 1, Noida [Cl.1(i)]
3. The place of delivery is Kolkata.
4. The Start Date shall be within 15 days after the date of issue of the  
Notice to [Cl.1(i)] Proceed with the work.
5. (a) The name and identification number of the Contract is :  
**“completion of balance Construction of 6nos. workboats presently  
in the yards of M/s HDPE”**
6. The standard form of Performance Security acceptable to the Owner  
Shall be an unconditional Bank Guarantee of the type as presented in  
the Bidding Documents.  
[Cl. 38]

**PART - II**

**SPECIAL CONDITIONS OF CONTRACT**

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PART - II

SPECIAL CONDITIONS OF CONTRACT

(Six work boats)

**1. PERFORMANCE OF THE WORK:**

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

**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 supply the vessel in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the owner on the ground that the contractor did not examine or acquaint himself with such particulars.

**3. GUARANTEE FOR THE MAIN ENGINES AND EQUIPMENTS SUPPLIED**

The contractor will be required to obtain and furnish a guarantee for the main engines and auxiliaries, machineries fitted on the vessel to the effect that General spares suppliers will be in a position to supply the spare parts of the engines and other machineries 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 Owner 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 Owner. If any dimensions figured upon a drawing or plan differ from those 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 alterations 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 Contract or by the owner or the Inspecting Owner or Officer and be mutually agreed on in the writing the Contractor shall execute the same without any charge beyond the Contract Price. But if the owner shall desire any alteration or additions involving extra cost to the contractor before executing the same shall tender to the owner a written offer

stating the nature and cost of such alterations or additions and the extension of time if any required for making them and if the owner 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 to the Contractor except such as may be embraced in such offer and acceptance. The Contractor shall allow the owner the value as shall be mutually agreed in writing or any materials and value as shall be mutually agreed in writing or any material 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 then 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 advice the Inspector to that effect.

## **6. APPROVAL OF DRAWINGS WITH CONSENT OF OWNER**

The detailed drawings so prepared from the general arrangements drawing should be got approved from owner or his authorised officer/agency. 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 particular of all equipments to be installed shall be forwarded to owner or his authorized Officer for his approval. Copies of all drawings to be sent to the owner, IWA will be the Owner of such design and drawings of the vessel.

## **7. CONTRACTOR TO CONSTRUCT, EQUIP, TEST AND DELIVER THE VESSEL.**

Subject to and in accordance with the provisions of the Contract, the Contractor shall 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 in the condition provided by this Contract, the vessel 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 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 drawing, 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 Owner all other works, materials and thing mentioned and described in or to be inferred from the said specifications and 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 thing hereby contracted to be executed and done.

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

This contract shall be deemed to comprise the design of **Workboats** construction, testing, installation of the equipment/machineries and delivery complete in working order in all respects of the vessels together with the equipment and all other things to be supplied in connection therewith and the due performance, execution and completion of all works, matters and thing necessary or proper 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 Owner or officer shall consider necessary proper according to the direction of the Owner or inspecting authority or officer and to 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 for referred to in the said specification and the said plans and the Contractor shall not be entitled to any payment or allowance whatsoever in respect thereof unless such 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 provision 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 errors. 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 vessel and on completion thereof 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 testings. 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 & Cost involved**

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 / or tests at the place agreed upon the contract will be defrayed by the owner, provides that the results are 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 Owner 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 Owner or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the vessel shall be replaced in a manner satisfactory to the Owner or the Inspecting Owner or Officer at the sole expense of the Contractors

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 or the contract. Such replacement shall be carried out by the Owner 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 money paid by the Owner to him in respect of such work.

**11. TRIALS**

Forthwith after the completion of the vessel in strict conformity with the Technical specifications under this contract the vessel shall undergo, in the presence of the Owner and the Inspecting Owner or Officer or their representative trials near the yards 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 Owner or Officer.

The said trials shall be at the sole expenses 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 vessel(s) and other craft or to any person or property during the continuance of such trials and make good any damage which may arise in consequence thereof and indemnify the owner and his Officers / 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 shall meet the employee's representatives of the Owner.

## **12. DELIVERY**

### **(a) Preparing for voyage and delivery**

Immediately after completion of satisfactory trials the Contractor shall proceed to make the Vessel ready for the delivery at specified destination and shall thereupon deliver the vessel or cause the same to be delivered in a proper and seaman like manner at their own risk at the said specified destination and deliver the same in the charge of the representative in such suitable place and position as may be indicated by him 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 specification 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 expenses prior to such last mentioned delivery. A sufficient crew and all engines and other necessary and usual stores and equipment are to be provided for the delivery by the Contractor and 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 Department of Shipping Rules, if any, and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone where by 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.

### **(b) Spare Parts**

The spare parts for 5000 hrs operation of vessel are required to be supplied along with the vessel. The cost of spares is to be included in the basic cost of vessel. A list of spares parts indicating its specification and number of parts are to be given separately.

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 delivery to the representative.

**(c) Provision as to Trials**

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

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

The said delivery and re-equipment of the vessel 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 or constructive total loss to the provision of this contract.

**(e) As to acceptance of delivery**

When and as soon as the vessel 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 vessel 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 delivery and of the date thereof and the granting of such certificates shall along be evidence of the acceptance by the owner of the delivery and of the date thereof.

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

If after the arrival of the vessel 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 speed of the vessel**

The builder shall give full guarantee in every respect in accordance with the provisions of the specifications for the construction of the fully river worthy vessel constructed out of the best material of international shipbuilding quality and workmanship with good stability as also for faultless execution of work in all its details. The total contract price of the vessel shall have to be affected or changed, by reason of the actual speed, as determined by trial runs, in accordance with the specifications, being less than the guaranteed speed under the terms of the attached specifications, if the actual speed is less than three-tenth (3/10) of knot below the aforementioned guaranteed speed.

However, commencing with and including a decrease of three-tenth(3/10) of a knot in actual speed below the trial speed of the vessel, the total contract price of the vessel shall be reduced for deficiency in speed as follows (but disregarding fractions of less than one-tenth(1/10), of knot ):

For three-tenths (0.3) of a knot	1% of the basic cost of the Vessel
For four-tenths (0.4) of a knot	3% of the basic cost of the Vessel
For five-tenths (0.5) of a knot	10%of the basic cost of the Vessel

If the deficiency in actual speed of the vessel upon said trial runs, is more than 0.5 knot below the guarantee speed as provided herein above, and the builder is not able to rectify even by an extension of the delivery period, then the owner at his option may reject the vessel and rescind this contract or may accept the vessel at a reduction in the price as may be agreed between the parties.

**(h) 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, 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 (0.90m draft):**5% of the basic cost of the Vessel.**

Up to 150mm of draft (0.95m draft): **10% of the basic cost of the Vessel.**

If the actual draft of the vessel is more than 0.95m and builder is not able to rectify even by an extension of delivery period, then the owner at his option may reject the vessel and rescind the contract or may accept the vessel 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 the Owner.**

The contractor shall at all times during the progress of the construction and installation of equipment and machineries of the vessels and subject to the limits of his control in the matter of labour employment and sufficient number of skilled workmen and 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 vessel within the limit by this Contract or their liability in respect thereof.

**14. Liquidated damage for delay in the delivery and Force Majeure**

If the contractor fails to deliver the Workboats 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 0.5% of the price of the workboats which the contractor has failed to deliver within the period fixed for delivery for each week or part of a week subject to a maximum of 10% of workboats 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 extent 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 Chairperson 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 vessel 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 Contractor's 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 Contractor's 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 Vessels**

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 vessel 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.

## **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 vessel 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 vessel.

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 Vessel 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 or 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.

#### **18. Manning During Guarantee Period**

During the guarantee period of one year for effective operation and maintenance, the contractor shall provide certified Master, Driver and other four crew on board each of the workboats. Remuneration and other statutory charges e.g. ESI, PF, Insurance etc. including contractors overhead and profit shall be paid to the contractor on submission of monthly bill during the period of engagement, rates for these shall be separately quoted in the format given in the Cost Schedule.

The workboats shall be operated under the guidance of IWAI. P.O.L & other consumable shall be supplied by IWAI. However, repairs and maintenance under guarantee obligations as well as routine maintenance are to be carried out by the contractor.

On completion of guarantee period the workboats shall be handed over to IWAI after ascertaining the operational condition of various engines, machineries and other equipment. Based on which the 'No Demand Certificate' shall be issued as per clause no. 8(5) of General conditions of contract.

# **TECHNICAL SPECIFICATIONS OF SIX WORKBOATS**

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**(SECTION-V)**



## **1. Technical specification of workboats:-**

The detail technical specification for completion of the balance work of 6 nos. workboats shall be same as the technical specification of 6nos. workboats presently in the yards of M/s Hoogly Dock Port & Eng. Ltd. Kolkata in their works at Nazirgunj and Shalkia with details as follows:-

### **A. Nazirgunj works**

- 1<sup>st</sup> Workboat yard No. P-123
- 2<sup>nd</sup> Workboat yard no. P-124
- 3<sup>rd</sup> Workboat yard no. P-125
- 4<sup>th</sup> workboat yard no. P-126

### **B. Shalkia Works**

- 5<sup>th</sup> Workboat yard no. P-127
- 6<sup>th</sup> Workboat yard no. P-128

The technical specification for 6 nos. workboats as per the work order and agreement with HDPE including the minutes of the pre-bid meeting are attached for reference. The balance construction work shall be completed followed by test, trial and delivery to be conducted in conformation to the said specification. The workboats are to be designed, constructed and delivered to IWAI as per the rules and regulation of IRS and their supervision. The boats are to be registered with IWT Directorate, Govt. of West Bengal as per the provision of I.V Act of 1917. Accordingly, all the statutory safety appliances are to conform to the rule requirement of Govt. of West Bengal for Inland vessels.

The main dimension and particulars, Construction work completed for each boat (approx.), status of the procurement of material, machineries & equipment and balance work to be attended for each boat (approx.) are as follows. However, in order to assess the actual status on the construction already completed, status of the procurement and availability of the material, machineries, equipment and outfitting, balance work to be completed etc. for submission of a competitive bid for successful execution of the work, the tenderers must inspect the workboats presently available in the yards of M/s HDPEL. The tenderers may also have further discussion with the concerned officials of HDPEL for assessment of the actual work to be attended.

## **2. Main dimension & particulars:-**

- Length over all (LOA)	22.0 m
-length of hull	21.0 m
-breadth moulded	7.5 m
-depth at side	2.20m
-maximum loaded draught	1.20 m
-maximum draught (no cargo)	0.80 m
-freshwater tank capacity	5.50 m <sup>3</sup>
-cargo tanks (fuel supply)	52 m <sup>3</sup>
-waste tanks capacity	13 m <sup>3</sup>
-trial speed (empty cargo tanks)	8.5 knot
-steerable propulsion	2x200 kw

- fuel capacity (own propulsion) 6 m<sup>3</sup>  
 -deadweight (maximum) 60 tons

**3. Construction works completed as on date:**

- 1<sup>st</sup> workboat (P-123) =3<sup>rd</sup> stage of construction (i.e. 100% steel work completed)  
 2<sup>nd</sup> workboat(P-124) =3<sup>rd</sup> stage of construction (i.e. 100% steel work completed)  
 3<sup>rd</sup>workboat(P-125) =3<sup>rd</sup> stage of construction (i.e. 100% steel work completed)  
 4<sup>th</sup> workboat (P-126) =90% of the 3<sup>rd</sup> stage achieved.  
 5<sup>th</sup> workboat (P-127) =70% of the steel work completed  
 6<sup>th</sup> workboat (P-128) =60% of the steel work completed

**4. Status of procurement of material, machineries & equipment.**

The raw materials particularly steel, major machineries & equipment which have been procured are listed as below. For the balance material, machineries & equipment to complete the work in all respect as per the original technical specification are to be procured by the tenderer.

**(i) The machineries & equipment**

**MAIN EQUIPMENTS**

Sl No.	Item	Quantity	Description
1.	Steerable Propulsion Unit	6 Ship sets (12 nos.)	Imported from Kort Propulsion, UK, & available in the yard.
2.	Main Propulsion Engine	6 Ship sets (12 Nos.)	Procured from M/s Greaves Cotton Ltd.
3.	Diesel Generating Set	6 Ship sets (12 Nos.)	Procured from M/s Parikh Pvt. Ltd. in Sept. & Oct., 2010.
4.	Main Switch Board	6 Ship sets	3 (three) Ship sets are lying ready with M/s Electronic Control Corpn. Duly accepted by IRS. Awaiting for readiness of payment.
5.	Electro Hydraulic Deck Crane	6 Ship sets	Already procured from M/s Geeta Engineering Works
6.	Pumps	6 Ship sets (12 Nos.)	Procured - 6 nos. from M/s Roysons Engg. - 6 nos. from Roto Pump - 2 nos. from M/s B.E. Pumps Balance supplies are ready with M/s Roysons & M/s B.E. and are awaiting for payment confirmation
7.	Winch (Hand operated)- 6 Nos. Electric Winch - 6 Nos. Windless - 6 Nos.	6 Ship sets (18 Nos.)	Supply order not placed
8.	Anchor Handling Winch	6 NOs.	Supply order not placed
9.	Transformers & DB's	6 Ship sets	Supply order not placed
10.	Power Cables	One lot	Supply order not placed

**Other Equipments (Already Procured)**

Material already Received		P.O. placed, but yet to be received	
1.	Manholes	1.	Steel Doors

2.	Drain Plugs	2.	Steel Hatch
3.	Pipe Bends	3.	Side Scuttles
4.	Strainers	4.	Windows
5.	Pads, Clamps	5.	Non Ship side Valves
6.	Flanges		
7.	Shipside Valves		
8.	Globe Valves		
9.	Anodes		
10.	Bollards (Double)		
11.	Vents.		
12.	ERW (GI) pipes (For Air filling, sounding, F/f systems)		
13.	Seamless pipes		
14.	Fitting of Air Filling & Sounding Systems		
15.	Sea chest gratings		
16.	Bolts, Nuts & Washers		
17.	Foot valves, hand pumps, Mud Box		

## 5. Details of the balance construction work to be completed & delivery

### 5.1. Pre-launching work for 4 nos. Workboats (Yard No.P-123, P-124, P-125 & P-126)

SI. No.	Description of jobs
1	Aft Peak - Fr. 0-5 (a) All jobs related to HRP/Kort Girder as per drawing no. 55-18 (Rev.G). (b) Top welding of Transom Bhd. from outside. (c) Floors, Girder & Bulkhead bottom welding with bottom shell to be completed. (d) 3 nos. Bhd. Girder fabrication and fitment at transom. (e) Bottom and top bkts at transom bhd. fabrication and fitment. (f) Side shell Fr. 0 to 2 + 300 mm (port) fabrication and fitment with frames. (g) Mismatched of side shell Fr. 0 to 2 + 300 mm (Stbd) fitted in tack position. (h) Welding of Fr. 3 & 4 with S/Shell (P&S).
2	All bottoms welding of floor, bhd& girders between frame 5 to 7 remains pending to be completed.
3	Side Shell welding with Main Dk. And bottom shell between Fr. 0 to 12 (P&S)
4	Bottom plate and deck plate carried over edges from side shell not trimmed and ground from Fr. 0 to 14 to be completed.
5	Skeg closing plate with end pope fitment remains left out to be completed including pressure testing as per drg. No HDPEL/P-123-128/07
6	Sewage tank (built in type ) fabrication & erection as per drg. No. SK/P-123-128/14.
7	Fitment of Drain plug as per drg. No. HDPEL/P-123-128/14.
8	Sea chest (P&S) top plate fitment including brackets connection and grid plate.
9	Engine girder and DG Set girder fabrication and fitment as per drg. No. 55-18 Rev. G.
10	Funnel (P&S) inboard longitudinal bulkhead to be shifted from 1650 off C/L to 1300 off C/L and subsequently Ford Transverse bulkhead length to be increased as per drawing no. HDPEL/P-123-128/01 Rev. F & G.A Ni, HDPEL/P-123-128/01 Rev. F- if required.
11	Relocation of Staircase for engine room i.e. shifting of transverse bulkhead at fr. 18 as per drg no. HDPEL/P-123-128/01 Rev. F including modification of C/L Bhd. & blanking of existing opening off E/R doors.
12	Dry Survey of superstructure and wheelhouse including funnel (approximately 70%) and dressed up i.e. removal of strong back chipping, grinding, build up etc. after fitment of 13nos. Windows and 07 nos. scuttles.
13	Outer hull/exposed deck dry survey with Local fairing and minor dressing-up.
14	(a) Galley's existing doors to be blanked off including bhd stiffeners and new opening to be made as per drg. HDPEL/P-123-128/01. Rev. F. (b) Fitment of 14 nos. manhole covers and 06 nos. hatches including carlings.

15	Structural testing for the following:- (a) F.w. Tank Fr. 5 to 7 (P&S) (b) F.O. Tank (c) Fr. 5 To 7 (C) (c) Sewage Tank Fr. 22 to 24 (P) (d) Waste Tk Fr. 24 to 26 (P & S) (e) F.O. Storage tank Fr. 26 to 33 (P&S) (f) Chain locker Fr. 39 to 43 (S) (g) Fore Peak Fr. 39 to 46.
16	Hose testing for the following:- (a) E/Room Fr. 5 to 24. } bottom shell and side shell which are not (b) General Store Fr. 24 to 39 } Covered under pressure testing. (c) Watertight bulkhead Fr. 5 to 24 } (d) Sea Chest Fr. 17 to 19 (P&S)
17	Leak test of Aft peak on completion of all structural work.
18	Welding of deck longitudinal 1000 off C/L (P&S) between Fr. 10-12 for yard P-124 only.
19	Left out welding of dk longitudinal 1500 mm off C/L (S) between Fr. 15 to 19 (S).
20	General Store Fr. 24 to 39 : (a) DC welding of 0.2 span on deck longitudinal at ends (b) Deep cut area on bhd plate to be built up and ground. (c) Waste stank Fr. 24 to 26 (S) bhd 24 wavy to be faired.
21	Mismatched of center keelson FB with Floor's FB observed between Fr. 1-6 to be rectified.
22	Welding of Side dk girder 3500 off C/L (P&S) Fr. 10-14 in Engine Room.
23	FB fitment and welding between 2500 off C/L to 3500 of C/L at Fr. 13 (P&S).
24	Removal of strong back fitted all over the ship used for fairing including weld tack grinding build up cavity upto Main Deck.
25	"X" ray to be done as per X-ray plan and rectification of defects, if any.
26	Crane Foundation erection as per drawing no. 55-19 Rev. B including shifting of crane foundation from machine shop to onboard.
27	Tunnel work between Fr. 0 to 7 (P&S).
28	keel sighting arrangement to be made including blocking and fortnightly reading to be taken,
29	Fitment of anodes - 18 nos.
30	Draft mark as per approved drawing.

#### List of outfit job :

SI. No.	Description of job for yard nos. P-123 &P-126
1	Portable Steel Ramp fabrication, fitment including stowage arrangement.
2	Railing/storm rail.
3	Fitment of 05 nos. WT and 03 nos. WHT Doors, 20 nos. vertical ladders, 04 nos. Foot step ladder and 04 nos. skylight as per Access Plan drg. No. HDPEL/P-123-128/03 Including Hose Testing.
4	Bollard fitting including under deck stiffening.

5	Towing arrangement.
6	Perforated plates fitment in chain locker including frame work.
7	Winch seat and anchor stowage arrangement for forward and aft anchor.
8	Other Machinery seats.
9	Mast fabrication & Fitment.
10	Side light fabrication and fitment
11	Workshop machinery instillation including shifting onboard.
12	Chequered plate work at engine room and general store.
13	Funnel above bridge deck construction & fitment as per drawing.
14	Fender pipe fabrication & fitment to be done as per drawing.
15	Fabrication & Erection of Bulwark including mooring eye.
16	HRP casing on main deck fabrication & erection
17	Carling in way of skylight.
18	Installation and commission of crane including shifting from machine shop to onboard
19	Chain locker sparling pipe and perforated plated.

## **5.2. Post launching work, Commissioning of machineries, Test & trial and delivery for 4 nos. workboats (P-123,P-124,P-125&P-126)**

### **5.2.1 Scope of work for machinery**

#### **A) Main Engine**

- (i) Installation of SRP unit (2nos.) into foundation including drawing of base reference line and also checking of keel sighting
- (ii) Installation of main propulsion engine including chock fasting
- (iii) Installation of hydraulic system for propulsion system including hydraulic pump & piping system
- (iv) Alignment of SRP & main engine
- (v) Erection & fixing up of shafting system/coupling between main engine & SRP units.
- (vi) Installation of 1 no. 50 KVA & 1 no. 25 KVA genset.
- (vii) Installation/lagging of exhaust system of main engine & genset engine with all relevant material.

#### **B) Aux Engine**

- I) Installation of bilge/GS/fire pump (one motor driven one genset driven)
- II) Installation of F.O. transfer pump
- III) Installation of F.W. transfer Pump
- IV) Fabrication & erection of sewage holding tank
- V) Installation of sewage handling pump including pipe lines.

#### **C) Deck Machinery**

- i) Installation of window & related work for securing of Anchor/rope etc.
- ii) Installation of Anchor handling winch & related work
- iii) Installation of stern winch including anchor etc.
- iv) Erection of pedestal with the ship structure for crane & installation of crane & securing.

- \* Commissioning of all M/c as stated in (A),(B) & (C) and test/trial as necessary in compliance with the requirement of IRS/IWT/IWAI.

### **5.2.3 Accommodation**

#### **(I) Lining out work:**

Marking and fitting of various items e.g. cable, Trays, Hangers, WT/NWT Deck/ Bhd. Gland Box, flat bar type cable ways for electrical, electronic, navigation & communication equipment and all other electrical items in all compartments, various spaces as per relevant cable route layout drawings and as per instruction of Engineer In-charge. On completion of making of each compartments/spaces, the same is to be inspected. Subsequent rectification/modifications, if any, are to be carried out by the contractor free of charge, as advised by Engineer In-charge or inspection authority.

#### **(II) CABLE ROUTE WORK:**

Preparation of cable route including all necessary hot work, fitment of lugs, hairs for cable hangers and trays, fitment of hangers & trays, piercing and fitment of cable glands (including running and final welding) as per Cable Route/Installation layout drawing. The contractor shall also be required to do painting of lugs, chairs, trays, hangers etc. whatsoever is laid by them. The cable trays are to be, as far as practicable, straight and accessible and as high as possible above bilges in the engine room. The cable bends should be such so that these are not subjected to movements by expansions. Cable runs normally bends should be such so that these are not subjected to movements any expansions. Cable runs normally should not include joints is necessary, it is to be carried out with prior approval and with due consideration to the methods of splicing that does not impair the properties of cable and which ensures that all conductors are adequately secured.

Cables exposed to risk of mechanical damage are to be protected by metallic channels/casings/conduits, so that the protective covering can withstand the possible damage. These casings are to be galvanized for corrosion prevention. Cables are to effectively supported and secured in a manner that prevents damage to their coverings. Penetration of WT Bhds./Dk.hds is to be carried out with packed gland boxes ensuring watertight integrity and strength of Bhds/Dk.hds.

#### **(III) OUTFITTING WORK INCLUDING INSTALLATION OF EQUIPMENT:**

This job involves hot work i.e. fitting/welding of seats of equipment, lugs, pads etc. of all equipment fittings with necessary vibration dampers wherever necessary as per drawings/specification requirement. The contractor will also be required to do painting of the hot work area i.e. lugs, brackets and other equipment mountings. Installation of electrical, electronics and navigation items are to be carried out as per required drawings. *A list of major equipment/items and the list of light and associated fittings which are to be installed is given in Annexure –II.* It may not be possible to provide drawings showing exact locations for all items, which will be mutually decided at Site with Engineer in charge of HDPEL.

#### **(IV) LAYING DRESSING AND CLAMPING OF CABLES:**

- (i) The job involves taking measurements of cable lengths based on cable schedule, taking approval of HDPE on measured length, laying of cables, dressing of cables and finally clamping of suitable strips (to be provided by the con-

tractor). The distance between supports for horizontal and vertical runs of cables is to be decided according to type/size of cables, meeting IRS rule requirement. The cables will be required to be laid on trays, hangers, and conduits or M.S strip as applicable throughout the Vessel, as per system drag. *Estimated lengths of cables to be laid and BOM for cable hangers, m.s strip, trays, lands etc.* The job involves end preparation of cables and termination of cables to various equipment/fittings related to all the electrical and electronic equipment and machinery of the vessel. All items whatsoever are required to complete cable termination as per IRS rules, are to be treated as covered in the scope of work. Fitting of cable glands or replacement of cable glands by correct size wherever necessary will form a part of this job.

- (ii) The entire electrical installation, cable laying/dressing identification marking termination, fitment of equipment etc. shall be as per relevant IRS rule requirement/contract specifications. Any rework necessary to satisfy the requirement of the IRS authority/Engineer In-charge, should be carried out free of charge. Any faulty installation or workmanship by the contractor has to be rectified within the agreed time frame.
- (iii) Following activities are also to be carried out by the contractor:-
  - (a) Earthing of various equipment as per standard ship building practice.
  - (b) Providing of W.T. Glands to the satisfaction of IRS surveyor/Engineer In-charge.
  - (c) Fitment of cable identification tally and equipment tallies.
  - (d) Fitment of conduits for mechanical protection.
  - (e) Fitment of cable glands on equipment and bulkheads/decks etc. as applicable.
  - (f) Filling of WT and NWT gland boxes with compound.
  - (g) Insulation test of entire installation to the satisfaction of IRS surveyor/Engineer In Charge and submitting signed test records/ins
  - (h) Section report Engineer In-charge.
- (iv) All piercing of deck/bulkhead and fitting/welding of deck tube/bhd. Glands, WT multiple glands, NWT coamings are to be carried out by the contractor. Necessary marking on the bhd/deck, after clearance by Engineer In-charge, cutting of deck/bhd., tack welding and running welding are to be done by the contractor and for NWT glands and comings filling of compound and proofing by approved method should also be done by the contractor. Fitment of individual deck tube/bhd. Gland to suit the cable sizes at suitable locations is to be carried out by the contractor. Filling compound for multiple glands will be provided by contractor. Multiple cable gland WT and NWT to be manufactured by the Contractor without any extra cost. Other filling and associated items are to be supplied by the contractor.
- (v) Seating/mounting for all equipment/fittings shall be fabricated and created at site by the contractor. Drill holes and minor modifications of seats in the event of mismatching at the time of equipment installation on seats shall be carried out by contractor without any cost implications. All fasteners for fitment of equipment/fittings, nuts and bolts for cable tray, fasteners for cable hangers, cable clips, cable binding ties, fenders, cable identification brass clips, PVC sleeves/tapes, glass fibre tapes, and grommets for paneled compartments will have to be supplied by the contractor. Normally all equipment will be supplied with loose/fitted cable glands. However, in the event of any short supply/mismatching of cable glands, the contractor shall have to fit the same. Loose cable glands supplied with the equipment are to be fitted by the contractor on equipment.



(vi) It is the responsibility of the contractor to conduct and assist EIC or inspection authority for successful testing/trials of all electrical equipment like main and auxiliary D.G. Sets, main switch board, control panels etc. Necessary tools and tackles manpower in connection with the testing//trials are to be provided by the contractor. Rest of electrical items like Motor starters, control panels etc. to be commissioned by contractor.

(vii) **WHEEL HOUSE :**

The panel box within the wheel house is to be fabricated/erected and all the gauges, steering wheel etc. to be installed as per the approved drawings. Similarly the joinery, paneling, flooring, insulations, ventilation to be installed to the satisfaction of IWAI.

**5.2.4 COMMISSIONING, OF ALL THE MACHINERIES & EQUIPMENT, TEST, & TRIAL.**

All the machineries i.e. Main engine, auxiliary engines, genset, & other equipment are to be commissioned and thereafter made ready for test and trial to achieve their performance.

**5.2.5 STATUTORY APPLIANCES :**

All the statutory appliances, i.e, FFA, LSA, LSS, etc. are to be supplied, & installed. The material as available shall be provided & balance to be supplied by the contractor.

**5.2.6 PAINTING :-**

All the painting & hull preservation in accordance to the contract provision is to be carried out.

**5.2.7 RIVER TRIAL :-**

All the test & trial in the presence of IRS, IWT Directorate, Govt. of W. Bengal for the workboats as per the shipbuilding practice and as in the technical specification are to be carried out satisfactorily for final delivery.

**5.2.8 DELIVERY:**

The contractor shall make all the arrangement ready for delivery of the workboats as per the provision of the contract.

**5.2.9 DRAWINGS :**

IWAI may issue two sets of working drawings if available to the contractor otherwise the contractor to prepare the same. The contractor should ensure proper care/custody of the drawings till the completion of the job.

**6. Salkia works for 2nos. workboats (yard no. P-127 & 128)**

With regard to the workboats in Salkia works only the second stage of the construction i.e. 50% hull fabrication and erection has been certified. However, while it is considered with respect to steel work approx. 70% of the same has been completed for yard no. P-127 and approx. 60% for yard no. P-128. No progress has been achieved on the outfitting or any other work. The machinery installation, outfitting works, test & trial etc. for these two boats shall be similar to other four boats. Hence, the tenderer has to practically commence the work from the initial stage and complete the construction of two boats in all respect in accordance to the technical specification. Accordingly, the suitable strategy on the same is to be worked out.

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