

TENDER DOCUMENT

FOR

**CONSTRUCTION AND SUPPLY OF 12 NOS. DUMB
ANCHOR PONTOONS
(7 NOS.FOR NW-1, 3 NOS. FOR NW-2 &
2 NOS. FOR NW-3)**

DECEMBER, 2010



Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

A-13, Sector-1, Noida – 201 301 (UP)

Tel (0120) 2543931, Fax (0120) 2522969, 2543973, 2544041, 2544005

Web site: <http://iwai.nic.in> E-mail: iwainoi@hub.nic.in



INLAND WATERWAYS AUTHORITY OF INDIA
 (Ministry of Shipping, Government of India)
A-13, Sector 1, Gautam Buddha Nagar,
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IWAI/MD/071/2010

_____, 2010

To

Subject: Tender document for Construction and Supply of 12 nos. Dumb Anchor Pontoons for NW-1, NW-2 & NW-3.

Ref: Your letter No. _____, dt. _____.

Sir,

Inland Waterways Authority of India, Noida, invites sealed tenders from experienced shipbuilders for the above mentioned works, which will be received in the office of "Project Director (IBC)", Inland Waterways Authority of India, A-13, Sector-1, Noida 201301 U.P., India", not later than 16:00 hrs IST on or before 17/1/2011. Tender document for above work is enclosed herewith.

Yours faithfully,

(S. Dandapat)
Project Director (IBC)

Encl. As Above

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(SECTION-I)
NOTICE INVITING TENDER



INLAND WATERWAYS AUTHORITY OF INDIA

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NOTICE INVITING TENDER

Inland Waterways Authority of India (IWAI) hereby invites seated tenders from experienced Shipbuilders for construction and supply of **Twelve Dumb Anchor Pontoons** to be delivered at different locations, as per details given below:-

Sl. No.	Description of work	Estimated cost (Rs.)	Bid Security (EMD) (Rs.)	Time of completion
1.	Construction & supply of 10 Nos. Dumb Anchor Pontoons of specification Length 8.5 m, Breadth 4.4 m, Depth 1.2m, Draft 0.5 m, LiftingCapacity – 3 T to be delivered at: a) Farakka- 3 Nos. b) Patna - 4 Nos. c) Guwahati- 3 Nos.	289 lakhs	7.25 lakhs	1(a) within 90 days 1(b) Within 105 days 1(c) Within 120 days
2.	Construction & supply of 2 Nos. Dumb Anchor Pontoons of specification Length 5.0 m, Breadth 4.2 m, Depth 1.5 m, Draft 0.5 m, LiftingCapacity – 1 tonne to be delivered at Kochi.			2. Within 120 days

TERMS & CONDITIONS

- The complete Bid Document may be obtained from the address for communication given below from 27.12.2010 to 14.01.2011 on any working day between **1000 hours and 1700 hours**, on payment of non-refundable document fee of Rs. 2000/- (Rupees two thousand) only 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 must be submitted preferably in hard bound form with page numbering and proper indexing.
3. The firm should have a minimum annual turn over Rs. 87 lakhs (30% of the estimated cost) in 3 years during last 5 years.
4. The firm should have done work of similar nature during last 5 years as follows:
 - a. Single work of Rs. 87 lakhs each (30% of estimated cost)
Or
 - b. Two works of Rs. 58 lakhs each (20% of estimated cost)
Or
 - c. Three works of Rs.44 lakhs each (15% of estimated cost)
5. The last date for submission of the Bid Document is 17.01.2011 upto 16.00 hrs (IST). The technical bids would be opened on the same day at 16:30 hours in the presence of the representatives of the bidders, if any.

The pre bid meeting will be held on 07.01.2011 at 1500 hrs.

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

Project Director (IBC),
Inland Waterways Authority of India,
A-13, Sector-I,
Noida – 201 301

Tele: 0120 – 2543931, Fax: 0120 – 2522969, 2543973
Website : www.iwai.nic.in

Project Director (IBC)
IWAI

(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 ***“Construction and Supply of Twelve Dumb Anchor pontoons”*** to be delivered at different locations 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 Type ‘A’ Pontoon:

- i) 3 Nos. at Farakka within 90 (Ninety) days.
- ii) 4 Nos. at Patna within 105 (one hundred and five) days.
- iii) 3 Nos. at Guwahati within 120 (one hundred and twenty) days.

Delivery of Type ‘B’ Pontoon:

- i) 2 Nos. at Kochi within 120 (one hundred and twenty) days.

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 all bidders engaged in Shipbuilding and has constructed Pontoons of similar type or Pontoons 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 all manufacturers and their dealers registered with the applicable authorities under the appropriate laws for the time being in force in India.

4.2 All bidders shall include the 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 during 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 Pontoons 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:

- i. three similar completed works costing not less than the amount equal to Rs. 87.00 lakhs.
- ii. two similar completed works costing not less than the amount equal to Rs58.00 lakhs for each work .
- iii. one similar completed work costing not less than the amount equal to Rs. 44.00 lakhs for each work.

The similar work constitutes construction of pontoons/propelled vessel.

(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.2010-11)

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 **Dumb Anchor Pontoons** are proposed to be built.
- (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 10 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 internet."
- 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 ----- (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 envelop 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 contract 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 Pontoons 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 Pontoons building facility along with infrastructure/machineries to justify the capability of the yard to construct and deliver the Pontoons to be furnished in the format given at Appendix-1.
- (ii) Out put of the shipyard in terms of number and cost of Pontoons/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 reserve 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 be 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 31.
- 30.3. The Agreement will incorporate all agreements between the Owner and 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 the furnishing by the successful Bidder of the Performance Security, 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 Organizations/reputed Private organizations.

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 "Construction and Supply of 12 Nos Dumb Anchor Pontoons".
- (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: NOIDA
(will be intimated later, in case of change, if any)
- Time
- Date
- (10.1) Language of the bid is : English
- (11.1.v) Nil
- (15.1) The amount of Earnest Money shall be Rs. 7.25 Lakhs.

- (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 / ICICI 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
- DemandDraft 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.

Appendix – 1**Availability of Pontoons building facility including infrastructural facilities, machineries, etc. which will be utilized for the work under tender**

Name & Address of the Ship Builder	Detailed Particulars
(i) Slipway including fabrication/ construction bays (details including number, dimension, location and layout of shipyard to be given). Whether covered or open.	
(ii) Skids/Mould loft for modular construction (details including number, dimension and location to be given). Whether covered or open.	
(iii) Design and drawing office	
(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	<div> <div>Description</div> <div>Quantity</div> <div>Make</div> </div>
(v) Source of electric power, whether captive power unit available, if so, the details thereof.	
(vi) Facilities for doing outfitting job in afloat condition indicating location and area.	

APPENDIX – 2**OUTPUT OF THE SHIPYARD DURING PRECEDING 5 YEARS**

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

APPENDIX – 3

CONTRACT NON-PERFORMANCE (DURING PRECEDING 5 YEARS)[illegible]

APPENDIX – 4

FINANCIAL PERFORMANCE (DURING PRECEDING 5 YEARS)

[illegible]

APPENDIX – 5

ANNUAL CONSTRUCTION TURNOVER (DURING PRECEDING 5 YEARS)

[illegible]

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

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

To

The Project Director (IBC)

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

DESCRIPTION OF WORKS: BID FOR CONSTRUCTION & SUPPLY OF
TWELVE DUMB ANCHOR PONTOONS FOR NW-1, NW-2 & NW-3.

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 12 nos. Dumb Anchor Pontoons comprised in the Contract within the period stated in the bid hereto.

3. Bid Security of Rs..... in the form ofis enclosed herewith.

4. If after the tender is accepted, we fail to execute the contract deed within 15 days of the receipt of the order to do so, I / We agree that IWAI shall without prejudice to any terms and conditions of the tender, forfeit the Bid Security absolutely.

5. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee/FDR to be jointly and severally bound on us, in accordance with the Conditions of Contract.

6. We agree to abide by this Bid for the period of One Hundred and Twenty (120) days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

Dated this _____ day of _____ 2011

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

Or

If the Tender 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 first 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 Nationalized/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

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

This guarantee shall be valid until 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 IST installment)
(Twelve Dumb Anchor Pontoons)

In consideration of Inland Waterways Authority of India, under Ministry of Shipping, Government of India (hereinafter called the owner) having made advance payment to (Hereinafter called the contractor) under the terms and conditions of the contract dated made between the contractor and the owner for the design, construction supply and delivery of TWELVE DUMB ANCHOR PONTOONS (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 Pontoons 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 upto Including from the date of issue.

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

Dated day of Two thousand

Signature

SEAL

AGREEMENT FORM

THIS AGREEMENT made this... .. day of 2011 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 CONTRACTOR, which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest of the OTHER PART.

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

1. The Contractor will design, construct and deliver at different locations as described in there documents to the order of the IWAI, **OF TWELVE DUMB ANCHOR PONTOONS** in accordance with the subject to the conditions of contract, hereto annexed and marked and the specifications and schedule attached hereto all of which form part of this agreement.

2. The consideration payable therefore shall be the sum of Rs..... Payable as stated and on the condition expressed in Clause 14 of conditions of contract.

3. The following documents shall be deemed to form and be read and construed as part of the agreement viz:

- a. Agreement
- b. Bid Notice
- c. Instructions to bidders
- d. General conditions of the contract
- e. Special conditions of the contract
- f. Technical specifications and drawings
- g. Form of bid
- h. Cost schedule
- i. Letter of acceptance

IN WITNESS whereof the IWAI has causedon their behalf to hereunto set his hand and the contractor has hereunto set his hand and the Company has caused its common seal to be affixed hereunto the day and year first 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 Owner of India
A-13, Sector-1, NOIDA (U.P)
201301

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

Cost Schedule

(Twelve Nos. Dumb Anchor pontoons – 7 nos. for NW-1, 3 nos. for NW-2 & 2 nos. for NW-3)

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

ITEM	QUANTITY	DESCRIPTION	PRICE (IN RS.)
Dumb Anchor Pontoon Type 'A'	2	a) Basic cost including Transportation cost if any of Anchor pontoons complete in every respect fitted with Diesel engine driven winch in accordance with the attached specification to be delivered at <u>Farakka.</u> b) Taxes & duties etc. TOTAL	
Dumb Anchor Pontoon Type 'A'	5	a) Basic cost including Transportation cost if any of Anchor pontoons complete in every respect fitted with Diesel engine driven winch in accordance with the attached specification to be delivered at <u>Patna.</u> b) Taxes & duties etc. TOTAL	
Dumb Anchor Pontoon Type 'A'	3	a) Basic cost including Transportation cost if any of Anchor pontoons complete in every respect fitted with Diesel engine driven winch in accordance with the attached specification to be delivered at <u>Guwahati.</u> b) Taxes & duties etc. TOTAL	
Dumb Anchor Pontoon Type 'B'	2	a) Basic cost including Transportation cost if any of Anchor pontoons complete in every respect fitted with Diesel engine driven winch in accordance with the attached specification to be delivered at <u>Kochi</u>	

		b) Taxes & duties etc. TOTAL <u>Alternately</u> a) Basic cost including Transportation cost if any of Anchor Pontoons complete in every respect fitted with manually operated winch in accordance with the attached specification to be delivered at Kochi. b) Taxes & duties etc. TOTAL	
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Signature

Name and address of the Owner:

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

PART – I**General conditions of contract****Index****A. GENERAL**

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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, Road Transport and Highways, 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 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.

Pontoons are the *Twelve Dumb Anchor Pontoons* to be designed, constructed, 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 Pontoons 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 Pontoons are taken over by the owner.

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

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

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

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is 12 months calculated from the Date of delivery of *each Dumb Anchor Pontoons*.

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 Pontoonss 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 her such of the powers, authorities and discretion's vested in her by the contract as 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 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 Pontoons 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 of 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 Pontoons from any cause whatever while the Pontoons 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 her 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 Pontoons 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 far 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 Pontoons is lowered, the price of the Pontoons 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 specified locations.

Dry docking is not necessary, if the Pontoons 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 / PERFORMANCE SECURITY:

(1) The security deposit/performance security aggregating to 10 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.

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

(3) If the contractor fails or neglects to observe or perform any of her obligations under the contract, it shall be lawful for the Chairperson or 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 liable 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 she 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 her representative on completion of the Pontoons by the contractor with the report that the Pontoons 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 Pontoons.

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 Pontoons including Dry Docking (import and customs Duty) and for all other works, matters, things and obligations to be executed, done, supplied and performed by the contractor under this contract including the provision of the hull inventory as specified (which said amount is herein called the contract price) by the time and in the manner following viz.:

- i) 15% when keel is laid against irrevocable Bank Guarantee. The Bank Guarantee will be returned after delivery of the ***Twelve Dumb Anchor Pontoons***(Pontoons).
- ii) 60% when 100% Hull fabrication and erection is completed.
- iii) 25% on successful tests and trials and delivery of the Pontoons.

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 Pontoon(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 Pontoons 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 Pontoons 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 finalization 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 finalization 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 Pontoons 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 entitle the Chairperson on behalf of authority to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of special condition and general condition.

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

20. INSOLVENCY AND BREACH OF CONTRACT:

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

- (i) If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or other for administration of his estate made against him or shall take any proceeding for composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act, or
- (ii) If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court or debenture- holders to appoint a Receiver, Liquidator or Manager, or
- (iii) If the contractor commits any breach of the contract not herein specifically provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the owner and provided also the contractor shall be liable to pay to the owner for any extra expenditure is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

21. ARBITRATION:

21.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive

arising between the contractor and the authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:

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

(ii) Within thirty (30) days of receipt of such notice from either party the Engineer-in-charge of work at the time of such dispute shall send to the contractor a panel of three persons and three after the contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the person from such panel and such a person shall then be appointed a sole arbitrator by the Chairperson IWAI. However, the arbitrator so appointed shall not be an officer or the employee of the 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 A notice of the existence in question dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

21.6 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.

21.7 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.

21.8 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 21.8 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 PONTOONS 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 Pontoon(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 Pontoon(s) in her then state and all other materials and machineries and all intended for here, as before mentioned and to complete the Pontoon(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 or 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 one month (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 her 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 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. SECURITIES

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.

39. TERMINATION

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

39.2 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.

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

40. 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: (Will be intimated later)
Designation:
Address: [Cl.1(i)]
3. The places of delivery are Farakka, Patna, Guwahati & Kochi
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 :
“Construction and supply of Twelve Dumb Anchor Pontoon for NW-1, NW-2 & NW-3”.
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]

SECTION – IV**PART - II****SPECIAL CONDITIONS OF CONTRACT****INDEX**

1. Performance of the work
2. Specification
3. Guarantee for the engine and equipments supplied
4. Mistake in drawings.
5. Variations (i.e. modifications) in design and dimension.
6. Approval of Drawings with consent of owner.
7. Contractors to construct, equip, test and deliver the Pontoon.
8. Contractor to include execution and supply of all work, matters & thing required by owner for due performance of contract.
9. Inspection
 - (a) Obligation to carryout Inspector's instructions.
 - (b) Inspection and testing during progress of work.
 - (c) Intimation for inspection & cost involved.
10. Replacement of defective work, material and fittings.
11. Trials.
12. Delivery
 - (a) Preparation for voyage and delivery

- (b) Provisions as to trials.
 - (c) Pontoons to be at Contractors risk until the issue of certificate of delivery.
 - (d) As to acceptance of delivery.
 - (e) Power for representative to dismantle and re-equip the Pontoons in default of Contractor.
 - (f) Penalty for deficiency in draft of the Pontoon.
- 13. Number of workmen and rate of progress to be increased on requisition of the owner.
 - 14. Liquidated damages for delay in delivery and force majeure
 - 15. Defect liability period
 - 16. Registration of the Pontoon
 - 17. Insurance

SECTION – IV**PART - II****SPECIAL CONDITIONS OF CONTRACT****(TWELVE DUMB ANCHOR PONTOONS FOR NW-1, NW-2 & NW-3)****1. PERFORMANCE OF THE WORK:**

The work shall be performed at the place or places named in the tender or at such other places 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 Pontoons 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 ENGINE & EQUIPMENTS SUPPLIED:

The contractor will be required to obtain and furnish a guarantee for the engine and machineries fitted on the Pontoons to the effect that General spares suppliers will be in a position to supply the spare parts of the engine 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 advise 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. Approved statutory body will give approval of all construction drawings. Copies of all drawings to be sent to the owner, IWAI will be the Owner of such design and drawings of the pontoons.

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

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 Pontoon of the description dimensions containing 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 **Dumb Anchor Pontoons**, construction, testing, installation of the equipment/machineries and delivery complete in working order in all respects of the Pontoons 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.

(c) 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 Pontoons 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 Pontoons 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 Pontoons in strict conformity with the Technical specifications under this contract the Pontoons 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 Pontoon(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 Pontoons ready for the delivery at specified destination and shall thereupon deliver the Pontoons 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. 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) Provision as to Trials

As soon as the Pontoons shall have been 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 Pontoons have been damaged during the delivery and that all are in good working order and that the Pontoons is upto the standard required when working under local conditions. Any defect noticed during such trials shall be rectified by the Contractor to the satisfactory of the Owner / Inspector or the representative.

(c) Pontoons to be at Contractor's risk until the issue of certificate of delivery

The said delivery of the Pontoons 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 Pontoons 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 Pontoons 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.

(d) As to acceptance of delivery

When and as soon as the Pontoons 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 then the Pontoons shall be delivered to the representative of Owner who shall thereupon give to the Contractor or to such other persons who may be appointed by the contractor to receive the certificates of such delivery and of the date thereof and the granting of such 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.

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

If after the arrival of the Pontoons at the specified destination the contractor shall fail to dismantle any equipment/machineries of the Pontoons 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 Pontoons 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 Pontoons 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 represent the 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.

(f) Penalty for deficiency in draft of the Pontoons

The total contract price of the Pontoons has to be affected or changed by reason of the actual max. draft with 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 25mm.

However, commencing with and including an increase of 25mm in actual draft the total contract price of the Pontoons shall be reduced for deficiency in draft as follows:

Up to 25mm of draft (525mm draft): **5% of the basic cost of the Pontoon.**

Up to 50mm of draft (550mm draft): **10% of the basic cost of the Pontoon.**

If the actual draft of the Pontoons is more than 550mm and builder is not able to rectify even by an extension of delivery period, then the owner at his option may reject the Pontoons and rescind the contract or may accept the Pontoons 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 of the Pontoons and subject to the limits of his control in the matter of labour employment and sufficient number of skilled workmen and labourers with necessary overlooks and proceed with the works hereby agreed to be executed (hereinafter referred to as the "workers with such despatch as in the opinion of the Owner or Inspecting Owner or Officer shall be necessary in order to secure the due completion of the Pontoons 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 Pontoons 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 Pontoons 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 Dumb Anchor Pontoons 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 her right, recover damages for breach of the contract damages equivalent to 0.5% of the price of the **Dumb Anchor Pontoons** 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 **Dumb Anchor Pontoons** 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 Engineer-in charge whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation required to be performed by them under this contract the relative obligation of the party affected by such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 15 (fifteen) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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

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

15. DEFECT LIABILITY:

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

16. REGISTRATION OF PONTOONS:

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 Pontoons 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 Pontoons 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 Pontoons 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 Pontoons 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 Pontoons.

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 Pontoons 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 Pontoons 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 fit 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 Pontoons 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 Pontoons 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 Pontoons are covered against War Risks the premium on the account shall be payable by Owner.

TECHNICAL SPECIFICATIONS

(SECTION-V)
DUMB ANCHOR PONTOONS

SECTION – V

TECHNICAL SPECIFICATION FOR CONSTRUCTION AND SUPPLY OF DUMB ANCHOR PONTOONS

1. GENERAL:

The pontoons are to be designed, constructed and fitted with suitable 'A' frame for working with the cutter suction dredgers for providing assistance similar to heave up boat for shifting and laying of the dredge anchors and pipelines during the dredging operation.

2. DESIGN REQUIREMENT:

- (i) The pontoons with the designed load shall be able to discharge the duty effectively without excessive trim and adverse stability.
- (ii) The main dimension shall be chosen in such a way that maximum draft will be less than 0.50 m with a trim of less than 0.15 m in all working conditions and without any permanent ballast.
- (iii) All materials, equipment and machinery required for the construction of the pontoons shall be of high quality and suitable for marine use and for the prescribed services. All workmanship entering into construction and finishing of the work shall be of first class standard in accordance with intended duty and to the satisfaction of IWAI.
- (iv) For passing under the bridges, the maximum height of the pontoons above waterline to be less than 6 m in case of NW-1 & NW-2 and 4.5 m for NW-3.

3. DIMENSIONS AND PARTICULARS:

The pontoons shall be designed and constructed with Catamaran or mono hull for the effective discharging of the intended duty. The hull will be constructed of steel with watertight transverse/longitudinal bulkheads as per the structural strength requirement.

The principal dimensions and particulars are as follows:

(i) Type 'A':

Length	:	8.5 M (Apprx)
Breadth	:	4.4 M - do-
Depth	:	1.2 M -do-
Draft	:	0.5 M -do-
Winch	:	Diesel Driven of minimum three tonne capacity.
Engine	:	One Diesel Engine of suitable power to operate winch of 3 tonne capacity
Out fittings	:	Bollards – 4 pairs & suitable 'A' frame fitted with sheaves and pulley
Rope for Winch:	:	Of suitable diameter and length to suit 6 m water depth

Type : Dumb pontoon

(ii) **Type 'B'**

Length	:	05.00 M (Apprx)
Breadth	:	04.20 M –do–
Depth	:	01.50 M –do–
Draft	:	00.50 M –do–
Winch	:	Either Diesel driven or manually operated of minimum 1 tonne capacity.
Engine	:	One Diesel Engine of suitable power to operate Winch of 1 tonne capacity if fitted.
Rope for Winch	:	Of suitable diameter & length to suit 6 meter Water depth
Type	:	Dumb Pontoon

The GA (General Arrangement) plan of both type of pontoons are attached for giving an idea upon which the design is to be developed and construction shall be carried out. The same shall be further developed and based on the final design and got approved by IWAI before construction.

4. **STANDARDS, BUILDING METHOD & INSPECTION/SUPERVISION:-**

The construction and outfitting of the pontoons shall be carried out in accordance with good marine practice, using materials, outfit, machinery and equipment in compliance with recognized marine standards. Building methods shall be in agreement with good marine practice and are to be approved by the owner.

5. **MATERIAL:**

5.1 The shipbuilding quality material shall be used for construction which shall not be less than the quality as mentioned in BIS-2036 for plates and BIS-236 for section. The scantling of the structural members shall be adequate to maintain the required structural strength.

5.2 'A' Frame: The 'A' frame is to be fabricated and installed with seamless pipe having adequate diameter and strength. The sheaves and pulley are to be constructed and fitted as per the marine practice and supported with the valid test certificate.

6. **WINCH:**

The both winch of manual and diesel Driven shall be suitable for heaving up and shifting of the dredge Anchors up to maximum 1 tonne & 3.0 tonne capacity respectively. The winches are to be procured from recognized manufacturers with the test certificates and installed as per marine practice. The wire rope shall be of suitable diameter and length for the intended purpose of heaving up and lifting the Anchors effectively in water depth of 6 mtrs.

7. **OUTFITTING:**

Bollards 4 pairs and suitable 'A' frame fitted with sheaves and pulley, one anchor of suitable weight along with suitable size and length of mooring line of nylon rope to be provided. The other outfittings, such as Air/Vent pipes, drain plug, cleats with tyre fenders etc. are to be provided on the pontoons as considered necessary.

8. **PAINTING:**

The painting of hull and equipments/fitting shall be carried out with marine quality paint following the approved procedure. The painting scheme shall be as approved by IWAI.

9. **TEST & TRIAL:**

On successful completion of the construction and installation of the winch/'A' Frame, the trial of machines and inclining test are to be carried out in presence of the owner's representative and statutory body.

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