



**TENDER
FOR
FABRICATION & SUPPLY OF
ONE NUMBER
SELF PROPELLED BARGE WITH
TANKS
FOR
400 MT SULPHURIC ACID
TRANSPORTATION
PART I: COMMERCIAL**

SPECIAL CONDITIONS OF CONTRACT

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**1.0 GENERAL**

- 1.1** The SPECIAL CONDITIONS OF CONTRACT shall be read in conjunction with the TENDER TERMS AND CONDITIONS, SPECIFICATIONS OF WORK, DRAWINGS and any other document forming part of this CONTRACT wherever the context so requires.
- 1.2** Where any portion of the TENDER TERMS AND CONDITIONS is repugnant to or at variance with any other provisions of the SPECIAL CONDITIONS OF CONTRACT, then unless a different intension appears, the SPECIAL CONDITIONS OF CONTRACT shall be deemed to over-ride the provisions of TENDER TERMS AND CONDITIONS and shall prevail to the extent of such repugnancy or variations.
- 1.3** In case of an irreconcilable contradiction in the Commercial Terms and Conditions/ Technical Requirements or technical specifications between Applicable Codes & Standards, SPECIAL CONDITIONS OF CONTRACT, and or Agreed Deviations to the extent that the two provisions cannot co-exist or be read together to satisfy both or all, the following order of precedence shall prevail:
- 1) Contract Agreement
 - 2) Agreed Deviations
 - 3) Applicable Codes & Standards
 - 4) Special Conditions of Contract
 - 5) Terms and Conditions of Contract
 - 6) Technical Documents
- 1.4** **The Fertilisers and Chemicals Travancore Limited (FACT)** hereinafter also referred to as "OWNER" is a Government of India Public Sector undertaking involved in the manufacture and marketing of nitrogenous, phosphatic and potassic fertilizers as well as a variety of industrial chemical products. The company has presently two manufacturing units, one at FACT-CD, Ambalamedu and the other at FACT-UC, Udyogamandal. In addition to the two manufacturing units, FACT has a Petro chemical unit for production of Caprolactum at FACT Udyogamandal, the consultancy unit FACT Engineering and Design Organization-FEDO at Udyogamandal and the fabrication division FACT Engineering Works-FEW at Palluruthy & the Marketing Division, all located in the state of Kerala.
- 1.5** FACT intends to have one number of New barge by Fabrication & supply of 2 nos. with Tanks for transportation of 400 MT Sulphuric acid.
- 1.6** FACT has assigned the Project Management Consultancy (PMC) works to its own Engineering Division – The FACT Engineering and Design Organisation (herein after referred to as FEDO). FACT Engineering Works(FEW), the Fabrication Division of FACT shall be Managing the contract for FACT after the award of Work.
- 1.7** All the works covered in this tender shall be carried out as per specifications, applicable drawings, codes and standards given in the tender.
- 1.8** Time is the essence of the CONTRACT.

2.0 DEFINITIONS

The following definitions are applicable to this TPS

- 2.1** The term "Owner" shall mean the owner of the barge, i.e. FACT (Cochin Division).
- 2.2** The term "Builder" shall mean the agency entrusted by the Owner with the responsibility of barge-bullet manufacture, i.e. FEW. The term Builder and FEW has been used interchangeably throughout this specification.



- 2.3 The term "Contractor" shall mean the person(s)/firm, or company with whom the contract has been entered into.
- 2.4 The term "Maker" shall mean the person(s)/firm, or company from whom bought- out items such as Pipes, Valves, Main Engine, Gear Box, MV Switch board, etc are procured by the Contractor.
- 2.5 The term "Bidder" shall mean the person(s)/firm, or company who offer(s) a bid/tender/quotation duly signed in response to invitation to this tender.
- 2.6 FACT Engineering and Design Organisation (FEDO), the technical consultant appointed by the Owner. FACT Engineering Works(FEW), the Fabrication Division of FACT shall be Managing the contract for FACT after the award of Work.
- 2.7 Department of Ship Technology, CUSAT, the technical consultant appointed by FACT / FEW.
- 2.8 Certification Agency is the Statutory/Classification Society responsible for the inspection and certification of the barge including bullets (an IACS approved society, e.g. IRS). The Contractor shall arrange for all stage-wise inspections and testing as required by the Classification Society rules. Selection of agency for stage-wise/final inspection/approval during fabrication by Classification Society and their Fees payment shall be borne by FEW.

3.0 BARGE SPECIFICATION & DETAILS

Shall be as per attached Technical Specifications.

4.0 CONTRACTOR'S OBLIGATIONS

4.1.0 General Responsibility

- 4.1.1** The CONTRACTOR acknowledges that CONTRACTOR'S obligation hereunder, notwithstanding anything to the contrary contained herein, is to provide OWNER with fully **FABRICATED BARGE WITH TANKS**, complete in all respects under and in accordance with the provision of CONTRACT, within the stipulated time and for the purpose designated herein by OWNER, and to do, furnish and provide everything necessary in connection therewith. Time is the essence of the contract. Time and Cost overrun in respect of the work shall not be entertained.

Without prejudice to the foregoing and except as otherwise expressly set forth in the CONTRACT as within the scope of OWNER's obligations under the CONTRACT, the CONTRACTOR shall perform or cause to be performed all WORK and services required in connection with the design, engineering, supply of equipment, procurement (including, without limitation, all transportation services in connection therewith), construction, erection, start up, pre-commissioning, commissioning, sustain load test, testing including conducting of Performance Tests and other work and services up to the FINAL ACCEPTANCE by the OWNER/FEDO and in connection therewith provide all materials, equipment, machinery, tools, labour, transportation, administration and other services and items required to complete the BARGE in all respects up to the FINAL ACCEPTANCE and having the performance as guaranteed under the CONTRACT by the CONTRACTOR on a total, fixed price basis in accordance with this CONTRACT. The WORK shall, without prejudice to the generality of the foregoing or those enumerated in Clause 4.2.0 include but not be limited to the following:

- (a) All engineering and design services including necessary investigation required

including necessary documentation;

- (b) Provision of all equipment, systems, materials, processes, CONTRACTOR's EQUIPMENT, temporary works and all other items, whether of a temporary or permanent nature including those required for the design, erection, completion commissioning, conducting of PERFORMANCE AND GUARANTEE TESTS and remedying of DEFECTS during DEFECTS LIABILITY PERIOD and
- (c) Rectification of defects during DEFECTS LIABILITY PERIOD.

4.1.2 CONTRACTOR shall provide services, in accordance with good engineering practice. CONTRACTOR shall provide services of engineers, designers, draftsmen, buyers, inspectors, expeditors and other persons required for the performance of WORK pursuant to CONTRACT.

4.1.3 In the event that there is any item of EQUIPMENT or WORK of the type provided for in CONTRACT, which is not specifically mentioned in the specifications or drawings set out in FINAL PROPOSAL/WORK ORDER, but which is necessary (even though not mentioned in CONTRACT) for normal, safe and continuous operation, based on mutual agreement between OWNER and CONTRACTOR, CONTRACTOR shall include such item of EQUIPMENT in the design and perform such items of WORK, for such EQUIPMENT or WORK free of cost to OWNER as if the same had been originally included in its Scope of Work/FINAL PROPOSAL.

4.1.4 Subject to prior consent of OWNER, CONTRACTOR may make use of the services of SUB-CONTRACTOR/ VENDOR (previously approved in writing by the OWNER) in accordance with the provisions in CONTRACT provided, however, the CONTRACTOR shall remain responsible and liable for the work done by such SUB-CONTRACTOR/Vendor.

4.1.5 The CONTRACTOR shall be responsible for obtaining necessary approvals which are to be issued in the OWNER's name from the various statutory authorities.

4.1.6 The CONTRACTOR shall provide full technical assistance including follow-up to OWNER for obtaining the necessary approvals to be issued in the name of OWNER from the various statutory authorities.

4.1.7 The CONTRACTOR shall furnish Security Deposit/Contract Performance Bond as per the enclosed format in line with the provisions of STANDARD TERMS AND CONDITIONS OF PURCHASE.

4.1.8 The enumeration in subsequent Clauses of SPECIAL CONDITIONS OF CONTRACT, in TERMS AND CONDITIONS and other documents of CONTRACT shall not in any manner limit the general scope of obligations and responsibilities of designing, engineering, procurement, supply, construction, commissioning and proving the performance guarantees of the Barge within the scope of CONTRACT.

4.2.0 SCOPE OF WORK

4.2.1 The Contractor shall be entrusted with the following activities: -

4.2.2 Preparation of design documents, construction drawings and BOM. All drawings & design



calculations shall be sent to Classification Society for approvals.

- 4.2.3 Assistance in obtaining of stage-wise approvals by Statutory/Classification Society (e.g. IRS).
- 4.2.4 Procurement of all materials including plates, structural, engines, generators, consumables, etc required for the construction of the barge.
- 4.2.5 Procurement of all materials required for the fabrication of tanks.
- 4.2.6 Fabrication of the barge and bullet tanks at the Contractor's works/yard.
- 4.2.7 Fabrication of the barge and bullet tanks shall only be started after approval of design & drawings from Classification society.
- 4.2.8 Arranging all stage-wise & final inspection & testing by Classification Society/Statutory Bodies.
- 4.2.9 Installation of the fabricated tanks on to the barge including fitting of valves and other accessories / fittings onto the bullet tanks.
- 4.2.10 Assembly of all associated piping and instrumentation on to the barge and tanks as per attached the Piping and Instrumentation Diagram (P&ID).
- 4.2.11 Launching, Sea trials, Commissioning and Completion of the barge in all respects.
- 4.2.12 Conducting of all mandatory tests and trails including the inclining test to the satisfaction of the Classification Society, Statutory Bodies and submission of all necessary documentation as required by the Owner, Classification Society and Statutory Bodies.
- 4.2.13 Assistance in obtaining Class certification, Certificate of Entry, Certificate of Registration as per Inland Vessel Act and other necessary approvals for cargo specific classification after completing all fit-ups including installation of the tanks, piping, instrumentation and insulation etc.
- 4.2.14 The barges shall be delivered/handed over at FACT, Kochi.
- 4.2.15 Assistance for first to and fro voyage (loaded & ballasted) of the delivered barge with designated cargo, i.e. Sulphuric Acid, from the loading point at Willingdon Island to FACT-CD/FACT UD and back. First to and fro voyage including fuel shall be arranged by the contractor.
- 4.2.16 Two weeks basic training on board maintenance and operation shall be provided to FACT personnel's. FACT shall provide the travel, lodging expenses of the trainees (max 6 nos. a batch).
- 4.2.17 Any other activity not specifically mentioned above but necessary for the successful completion of the project. Bidders shall list out any such activities envisaged in their offer.

4.3.0 CONSTRUCTION OF ACID BARGE

4.3.1 DESIGN



4.3.2 Design calculations / drawings required for class approvals shall be prepared by the Contractor and submitted to Classification Society for approval. Documents listed under Vendor Data Requirements (Document no. 3472-02-PS-005 VDR) shall be furnished; as a minimum requirement.

4.3.3 Assistance in obtaining of Plan approvals by statutory/classification society(e.g. IRS). Fees for design/plan approvals by Classification Society shall be borne by FACT/FEW.

4.4.0 PROCUREMENT

4.4.1 Procurement of all materials required for successful fabrication of barge, independent cargo bullet tanks, testing and inspection shall be in the Contractor's scope. This shall include plates, structural, all machinery and electrical items such as main engines, auxiliary engines, propeller & rudder, electrical cables, lighting fixtures, switchboards, piping's, fittings, valves, pumps etc.

4.4.2 The Contractor shall arrange for all stage-wise & final inspections and testing of all materials and items, as required by the Classification Society rules. Fees for stage- wise/final inspection/approval of bought-out items by Classification Society shall be borne by FACT/FEW.

4.4.3 All materials required for barge & tanks shall be under the Contractor's scope. No items/materials will be supplied/issued as "FREE ISSUE" by FACT/FEW.

4.5.0 BARGE CONSTRUCTION

4.5.1 Construction of the barge shall be carried out by the Contractor at the Contractor's yard.

4.5.2 Construction of the barge shall be as per the Ship Building Specification (Doc. No. 32472-02-PS-005 SS) and in compliance with guidelines of Classification Society/Statutory Bodies.

4.5.3 The Contractor shall deploy required manpower (skilled, semi-skilled, unskilled, supervisory, etc) to build the barge.

4.5.4 The Contractor shall arrange for all stage-wise inspections and testing as required by the Classification Society rules. Fees for stage-wise/final inspection/approval during fabrication by Classification Society shall be borne by FACT/FEW.

4.6.0 FABRICATION OF TANKS

4.6.1 Fabrication of tanks shall be carried out by Contractor at contractor's works/yard. Detailed specification of cargo tanks is available in the Sec. X of Ship Building Specification 32472-02-PS-005 SS.

4.6.2 Design of cargo tanks including design of cargo piping systems, cargo supports for tanks, stress analysis etc. as per the requirement of Classification society shall be in the scope of Contractor.

4.6.3 The Contractor shall deploy required manpower (skilled, semi-skilled, unskilled, supervisory, etc) to fabricate the tanks complying with the requirements of Classification Society.

4.7.0 INSTALLATION OF BULLET TANKS ON TO THE BARGE



4.7.1 The Contractor shall install the bullet tanks onto the hull of the barge by means of saddle supports. Each tank shall have adequate number of saddle supports. Saddle supports shall be bolted to the Hull of the barge. Hull shall have center girder, sufficient number of side girders, floor plates, stiffeners etc for supporting cargo tanks. Assembly of Piping and fittings connected to the tanks shall be carried-out as per the P&ID.

4.7.2 Cargo bullet tanks are to be segregated from accommodation, service and machinery spaces and from drinking water and stores for human consumption by means of a cofferdam, void space, cargo pump-room, pump-room, empty tank, oil fuel tank or other similar space.

4.8.0 LOADING AND UNLOADING SULPHURIC ACID

4.8.1 The loading and unloading points for the cargo shall be located near wheel house.

4.8.2 Vertical submersible pumps having discharge and pressure rating mentioned in the pump data sheet of P&ID (No. 32667-11-PD-003).

5.0.0 INSPECTION & TESTING

5.0.1 The Contractor shall carry-out all inspection and testing as required by the Classification Society rules. All liaison work with Classification society shall be under the Contractor's scope. All expenses related to liaison work other than statutory fees of Classification society shall be borne by the contractor.

5.0.2 Regarding barge, refer to section Inspection, Tests and Trials of the Shipbuilding Specification (document no. 32472-02-PS-005 SS) attached with the TPS.

5.0.3 For items / activities not under the purview of the Classification Society, inspection and tests as per good engineering practice shall be carried-out to the complete satisfaction of the Builder/Owner.

5.0.4 The overall workmanship of the barge and tank shall be subject to the inspection and approval of Builder/Owner.

6.0.0. ASSISTANCE IN OBTAINING CLASS APPROVALS

6.0.1 The Contractor shall provide all necessary assistance in obtaining Class Certification, Certificate of Entry, Certificate of Registration as per Kerala Inland Vessel Act and other necessary approvals for cargo specific classification after completing all fit-ups including installation of the cargo tanks, piping and instrumentation. Fees for all Statutory approvals shall be borne by the FACT/FEW.

7.0.0 LIST OF MAKERS

7.0.1 Refer Doc. No. 32472-02-PS-005 LM for the list of Makers approved by the Owner/Builder for major bought-out items including paints. Procurement of bought-out items from Makers not included in the above-mentioned list shall be subject to approval by Owner/Builder.

7.0.2 For items not listed in the above document, Contractor shall submit a list of Makers with their credentials for the Owner/Builder's review & approval.

7.0.3 In case the Contractor wishes to engage a sub-contractor for carrying out a specific work,



the same shall be subject to the approval of Owner/Builder.

8.0.0 DOCUMENTATION

- 8.0.1 Bidders shall furnish the following along with his offer. (Technical bid) without which his offer shall not be considered for further evaluation.
- 8.0.2 Documents required to be submitted along with the offer as per tender viz.
- 8.0.2.1 Vendor Data Requirements (Doc. No. 32472-02-PS-005VDR).
- 8.0.2.2 Duly filled Scope of Work (Doc. No. 32472-02-PS-005SW).
- 8.0.2.3 Duly filled Compliance Statement (Doc. No. 32472-02-PS-005CS).

9.0.0 TIME OF COMPLETION

- 9.0.1 The delivery of the barge with cargo tanks shall be within eight (8) months from the date of issue of work-to-proceed notice. A time schedule and resource schedule shall be submitted along with the technical bid. The contractor shall submit a PERT chart and BAR chart for the same. Time overrun and cost overrun shall not be allowed.
- 9.0.2 The time schedule for completion and delivery of the finished goods shall be as agreed in the delivery schedule. This schedule shall be strictly adhered to.
- 9.0.3 The job will need to be arranged simultaneously on several work fronts in order to meet the completion schedule. Prior to the commencement of work, the contractor shall discuss with FACT/FEW on the sequence of activities and prepare a detailed program to achieve the completion of work as per the schedule and execute the job accordingly for timely completion of the total job.
- 9.0.4 In case of delay in completion of the work or if the work is not satisfactory both in the terms of quality and quantity at any stage, FACT/FEW reserve its right to terminate the contract and to make alternative arrangements to execute the work at the sole risk and cost of the contractor.

10.0.0 SECURITY DEPOSIT

- 10.0.1 Within 15 days of the receipt of the order, the contractor shall remit Security deposit of a sum calculated as 10% of the Work order value towards security for due and faithful performance of the Contractor.
- 10.0.2 The Security Deposit shall be remitted as Demand Draft drawn in favour of M/s Fertilisers and Chemicals Travancore Ltd and payable at Udyogamandal, Kochi, Kerala State, or in the form of an unconditional and irrevocable Bank Guarantee, as per the Format attached.
- 10.0.3 The Security Deposit submitted shall be extended as Performance Bank Guarantee-PBG (10 % of work order value) valid until the guarantee period with an additional claim period of six months.

11.0.0 GOVERNMENT CLEARANCES, PERMITS AND CERTIFICATES



- 11.1.1 CONTRACTOR shall procure at its expenses, all necessary APPLICABLE PERMITS, certificates and licenses required by virtue of all APPLICABLE LAWS, regulations, ordinances and other rules in effect at the place where any of WORK is to be performed, and CONTRACTOR shall further hold OWNER/FEDO harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.
- 11.1.2 CONTRACTOR shall furnish necessary data/specifications/drawings etc. of EQUIPMENT likely to be imported to OWNER for obtaining import licence / necessary Government Clearances, for the same immediately on receipt of CONTRACT any way within 1 month of CONTRACT date. CONTRACTOR shall also furnish necessary technical information, data, drawing, etc. as and when required to OWNER/FEDO for submission to Government/Statutory Agencies.
- 11.1.3 CONTRACTOR shall be responsible in getting concessionary customs duty through Project Imports/Deemed Exports etc. If concessionary customs duty is availed, the benefit shall be passed on to FACT. Import documents shall also be furnished.

12.0.0 CHANGES IN WORK/CHANGE ORDER

- 12.1.0 OWNER/FEDO shall have the right to request in writing changes in WORK within the scope of CONTRACT. When the request for a change in WORK by OWNER/FEDO has been agreed and complied by CONTRACTOR, CONTRACTOR's obligations under CONTRACT shall remain unaffected unless otherwise agreed.
- 12.2.0 On each request for a CHANGE IN WORK, CONTRACTOR shall promptly inform OWNER in writing whether this request will fall within the provision of CONTRACT. If this request does not fall under the provision of CONTRACT and CONTRACTOR has to incur additional expenses, then CONTRACTOR shall promptly submit a cost estimates, and terms of payment for making the requested change in WORK together with the details of any variation required to be made to any of CONTRACTOR's or OWNER's obligations and/or guarantees.
- 12.3.0 If in CONTRACTOR's opinion fulfillment of any of its obligations under CONTRACT would be jeopardised by a CHANGE IN WORK requested by OWNER, then CONTRACTOR shall explain in writing to OWNER the reasons for not accepting these changes within thirty (30) days of receipt of OWNER's written request.
- 12.4.0 OWNER and CONTRACTOR shall agree upon the basis and terms of the CHANGE IN WORK in writing.
- 12.5.0 It is understood that no change shall become effective and no change will alter the scope of WORK until all of the matters referred to in this Clause 12 have been mutually agreed upon in writing by OWNER and CONTRACTOR.
- 12.6.0 It is agreed by both parties that the following changes shall not be considered a CHANGE IN WORK in the meaning in this Clause:-
- a) Minor changes requested by OWNER/FEDO and accepted by CONTRACTOR which do not involve any substantial additional cost or man-hour effort, and have no effect on contractual completion period, and/or
 - b) Changes in CONTRACTOR's WORK required on account of CONTRACTOR not having included any item of EQUIPMENT or WORK which, in the opinion of OWNER / CONTRACTOR is necessary for the normal, safe and continuous operation of PLANT.
 - c) Any change necessitated due to requirements of prevalent laws in India.

13.0.0 TRAINING OF OWNER'S PERSONNEL

The CONTRACTOR shall provide facilities, for Training of OWNER's personnel if requested.

14.0.0 MODE OF CONTRACTING



14.1.0 Notwithstanding anything stated elsewhere in the CONTRACT documents, the CONTRACT is with single source responsibility.

14.2.0 The CONTRACT shall be in all respect being construed and governed in accordance with the Indian laws.

15.0.0 PAYMENT TERMS

15.0.1 All stage wise payments shall be released only on submission of acceptable unconditional Bank Guarantee (BG) of equivalent amount.

15.0.2 This Guarantee should be issued by a Nationalised / scheduled Bank. FACT/FEW reserve its rights to reject the Bank Guarantee if the same is not in the specified format. The Bank Guarantee shall be valid till the date of handing over of barge to FACT/FEW (after successful conduct of the first to and fro voyage with Sulphuric Acid Cargo from its loading point at Willingdon Island to FACT-CD/FACT UD and back to Willingdon Island).

15.0.3 The format for Bank Guarantee shall be issued by FACT/FEW at the time of placement of order.

15.0.4 Payment will be as follows: -

15.0.5 15% of contract value shall be released on (i) Approval of design calculation and fabrication drawings of Barge and Tanks by classification agency and after keel laying of barge and (ii) Procurement of plates and structural with necessary certification from classification agency.

15.0.6 25% of contract value shall be released on (i) Completion of fabrication of hull and steel works of super structure with necessary certification from classification agency. (ii) Completion of shell rolling and fit up and (iii) Arrival of major supply items at contractor's yard with necessary certification from classification agency. The major supply includes Main engines, Gear box, Stern gear, Pumps and Genset with control panel.

15.0.7 30% of contract value shall be released on (i) Completion of Rubber lining of tanks and its associated piping as applicable, (ii) Installation and assembly of tanks in all respects including piping and instrumentation items and (iii) Erection of main engines, gensets with control panels etc., gear box, stern gear, propeller and rudder stock, electrical systems, navigation and communication items, navigation lighting mast, bilge, fire and emergency pumps, statutory appliances etc. with necessary certification from classification agency.

15.0.8 Final 30% of the contract value shall be released on delivery and acceptance of the barge, after successful conduct of the first to and fro voyage (loaded and ballast) with Sulphuric Acid Cargo from its loading point either at Willingdon Island to FACT-CD/FACT UD and back to Udyogamandal or Willingdon Island. The contractor shall intimate the readiness to undertake the maiden voyage with designated cargo and the conduct of the maiden voyage shall be carried out within 15 days by FACT with the assistance of barge contractor.

15.0.9 Interim payments will be made against running bills at ninety-five (95%) percent of the value of part of work executed as per the above schedule, after deduction on following accounts:

- (a) Income tax at prevailing rate.



- (b) TDS towards GST
- (c) Any other amount due from contractor to owner.

15.0.10 Balance 5 % of each running bill will be paid along with the final bill..

15.0.11 Settlement of all accounts including recovery of cost of departmental materials and hire charges if any, Price Reduction(for delay) if any and any other amount due from contractor also shall be completed along with final documentation before the release of final 10%.

16.0.0 MOBILISATION ADVANCE

16.0.1 No mobilisation advance will be paid.

17.0.0 PRICE REDUCTION FOR DELAY

17.0.1 Price Reduction for Delay will become applicable for the WORK beyond the scheduled time of completion. CONTRACTOR will have to pay to the OWNER by way of price reduction for delay and not as penalty, an amount equal to ½% of the total contracted price of the work order so delayed for each week OR part there of such delay in work completion subject to a maximum of 10 % of such price.

18.0.0 AGREEMENT AND INTEGRITY PACT:

18.0.1 Within 15 days of receipt of the work order, the contractor shall execute an agreement with FEW on stamp paper of worth Rs.500/- in the format given in the Proforma contract attached with the tender documents.

18.0.2 Integrity Pact: The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Fertilisers and Chemicals Travancore Ltd. along with the bid as per Attachment- II K of proforma contract and shall be implemented through the following Independent External Monitor (IEM) for the bid.

Mr. P.K. Vijayakumar, IRS (Retd),
Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002
Mobile: 8547381122 Telephone: 0487-2381123
E-mail address: vkmenon78@gmail.com

18.0.3 Note: In case bidders require any clarification pertaining to this tender please contact FACT personnel mentioned in the tender. Kindly note that the Independent External Monitor should NOT be contacted for clarifications regarding the tenders."

19.0.0 DEVIATION:

19.0.1 Bidders are requested not to deviate from tender clauses such as submission of security deposit, performance bank guarantee, delivery period and payment terms indicated in the tender. Deviations on SD and PBG shall not be accepted and such offers shall not be considered. Suitable price loadings shall be done for deviations in payment terms and Price reduction clauses specified in the tender.

19.0.2 The requirements stated above shall supersede those clauses contained in any of the other



Attachments of this enquiry, in case of conflict.

20.0.0 GUARANTEE/PERFORMANCE BANK GUARANTEE

- 20.0.1 Bidder shall guarantee the hull and its complete installations, machines, equipment, fittings and all other items against all other defects of design, workmanship and satisfactory operation of the vessel and performance of installed equipment for a period of eighteen (18) months from the date of delivery and acceptance or twelve (12) months from the date of commissioning whichever is earlier and for painting 5years after the barge delivery and acceptance by FEW. All the defects that occur within this period shall be rectified free of cost by the contractor including supply of spare parts wherever required.
- 20.0.2 Performance Bank Guarantee (PBG) for the above shall be furnished by the Contractor.
- 20.0.3 The Security Deposit submitted shall be extended as Performance Bank Guarantee-PBG (10 % of work order value) valid until the guarantee period with an additional claim period of six months.

21.0.0 TAXES AND DUTIES

- 21.0.1 The rate quoted shall be only basic price. GST shall be quoted separately. Only basic price will be considered for bid evaluation. GST applicable for the work shall be paid extra. If the party is not quoting GST, it will be considered that the quoted rates are inclusive of GST.
- 21.0.2 Taxes and duties shall be paid only on submission of documentary evidence towards payment of taxes and duties and filing of necessary returns for enabling FACT to take input tax credit.

22.0.0 BID EVALUATION

- 22.0.1 No Consortium will be allowed.
- 22.0.2 The bidder must meet all the eligibility criteria by itself as per the requirement.

23.0.0 SUSPENSION AND TERMINATION

- 23.0.1 FACT reserves the right to suspend the Order in whole or in part by written notice to Contractor at any time. On receipt of notice of suspension from FACT, Contractor shall immediately stop all activities related to Order. On receipt of notice removing the suspension Contractor shall re-commence the execution of the Order and complete it as per the terms of the Order, provided that the delivery period specified in Order shall be extended corresponding to the period of suspension. If period of suspension exceeds six (6) months, Order shall be deemed terminated unless otherwise agreed to.
- 23.0.2 Reasonable termination expenses in connection with termination shall be as mutually agreed.
- 23.0.3 However, the above Clauses shall not be applicable in case of termination by FACT due to default by Contractor.

24.0.0 SETTLEMENT OF DISPUTES & JURISDICTION



24.0.1 If the Contractor is not a Central Public Sector Enterprise/Central Government Department

"If any dispute arises out of or relating to or in connection with this contract, between the Contractor and the Owner/FACT, the same shall be amicably settled through mutual discussions failing which, the unresolved dispute (s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in English. Any legal proceedings relating to or in connection with this Contract shall be limited to the exclusive jurisdiction of the High Court of Kerala."

OR

24.0.2 If the 'contractor' is a Central Public Sector Enterprise or Central Government Department:

"In the event of any dispute of difference relating to the interpretation and application of the provisions of the contract(s) between Central Public Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and government departments/organisations (excluding disputed concerning taxation), such dispute/difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE (GM)/FTS 1835 dated 22.05.2018".

24.0.3 Any legal proceedings relating to or in connection with this Contract shall be limited to the exclusive jurisdiction of the High Court of Kerala

25.0.0 CONCESSIONAL RATE OF CUSTOMS DUTY

25.0.1 Being a part of fertilizer project, owner is entitled to Customs Duty Concession at 5% as per Notification issued by Department of Revenue, Ministry of Finance, in exercise of powers conferred by Sub Section 1, Section 25 of the Customs Act 1962 and subsection 12 of section 3 of Customs Tariff Act 1975. It is the responsibility of the contractor to make necessary arrangement, support assistance to avail the said Customs Duty concession and pass the benefit to the owner in all imported goods / items on which the said benefit is available.

25.0.2 It is the responsibility of the contractor to get all the applicable benefits of deemed export available to the project, as per prevailing Foreign Trade Policy. The contractor shall submit the details of benefits considered in the bid and also inform the details of documents to be submitted by the owner for availing all these benefits to the project."

25.0.3 Before Price bid opening, the Bidders shall be required to give PRICE BREAK UP in % OF TOTAL LUMPSUM PRICE for the SUPPLY of IMPORTED MATERIALS. This breakup shall be considered for deducting / passing on benefit to FACT in case of Import is on concessionary customs duty/ deemed export.

Details of each imported materials required for incorporation to set Bargeand associated Facilities complete in all respects including Spares shall be furnished

ITEM DESCRIPTION	% of Price quoted	Basic Custom Duty rate	Soc.Welfare Cess on Basic Custom Duty	IGST on Custom Duty rate	Any other charge* in % of quote.
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(* Please give details on any other charge if any)

The above breakup shall be considered for deducting / passing on benefit to FACT in case of Import is on concessionary customs duty/ deemed export.

26.0.0 LIABILITY FOR DEFECTS

If at any time before the FINAL ACCEPTANCE or during the DEFECTS LIABILITY PERIOD stated below, FACT/FEDO/FEW:

- (a) Decides that any matter is a DEFECT; and
- (b) as soon as reasonably practicable gives to the CONTRACTOR notice of the particulars of the DEFECT. The CONTRACTOR shall as soon as reasonably predictable time make good the DEFECTS so notified and the OWNER shall so far as may be necessary place the BARGE at the CONTRACTOR’s disposal for this purpose. The CONTRACTOR shall, if so required, submit his proposals for making good any DEFECT to FACT/FEDO/FEW for approval.

26.1.0 Subject to clauses 26.5.0, the DEFECTS LIABILITY PERIOD shall be as per clause 20.0.0 above.

26.2.0 If any DEFECT arises from any breach or otherwise of the contract terms, the CONTRACTOR shall bear his own cost of making good the DEFECT. In the case of any other matter made good by the CONTRACTOR, the work done by the CONTRACTOR shall be the subject of CHANGE ORDER.

26.3.0 The sustained load test is to be carried out before the performance guarantee test. The performance guarantees are demonstrated only through the performance tests carried out before the achievement of the FINAL ACCEPTANCE CERTIFICATE.

CONTRACTOR shall be available to carry out further test(s) on the repaired/replaced item during the DEFECT LIABILITY PERIOD having the sole purpose to verify that said item is capable of working in compliance with contractual requirements. Such test(s) shall not be intended as a repetition of the performance tests already performed.

If DEFECT is made good after the issue of a FINAL ACCEPTANCE CERTIFICATE the PROJECT MANAGER may require the CONTRACTOR to repeat any appropriate performance test for the purpose of establishing that the DEFECT has been made good. The CONTRACTOR shall be responsible for the cost of any repeat inspection or test in the event of an inspection or test failure.

26.4.0 If in the course of making good any DEFECT which arises during the DEFECTS LIABILITIES PERIOD and CONTRACTOR repairs, replaces or renew any part of the BARGE, Defect Liability Clause shall apply afresh to the repair or to that part of the BARGE so replaced or renewed and shall further apply until the expiry of a period of 12 months from the date of such repair, replacement or renewal (the extended DEFECTS LIABILITY PERIOD).

- 26.5.0 If the CONTRACTOR does not make good any DEFECT, within a reasonable time, as assessed by owner / consultant, which he is liable to make good under Sub-Clause 18.1.0 then the OWNER/FEDO may, in addition to any other remedies or relief available to him under the CONTRACT, proceed to do the work, provided that the OWNER/FEDO gives at least fourteen DAYS notice of his intention.
- 26.6.0 If the OWNER reasonably requires that any DEFECT notified to the CONTRACTOR which arises during the DEFECT LIABILITY PERIOD be made good urgently and the CONTRACTOR is unable or refuses to comply within a reasonable time, the OWNER may, in addition to any other remedies or relief available to him under the CONTRACT, proceed to do the work in such a manner as FACT/FEDO/FEW may decide, including the employment of a third party.
- 26.7.0 If the OWNER has made good a DEFECT, the CONTRACTOR shall reimburse the OWNER his reasonable cost of so doing provided that the OWNER gives a notice to the CONTRACTOR of his intention and submits a claim supported by DOCUMENTS. The PROJECT MANAGER and the CONTRACTOR may agree the amount to be paid by the CONTRACTOR, or in the absence of agreement the PROJECT MANAGER shall decide such amount as may be reasonable. Such amount shall be:
- a) Deducted from any money that would otherwise be payable under the CONTRACT; or
 - b) paid by the CONTRACTOR to the OWNER
- 26.8.0 If the Barge cannot be used because of a DEFECT, the DEFECTS LIABILITY PERIOD, or if applicable the extended DEFECTS LIABILITY PERIOD, shall be extended by a period equal to the period during which it cannot be used.

27.0.0 GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering to this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable Laws of India and General Principles of Contract. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of Government of India. It is further understood and agreed that the Government of India is not liable for any acts, omissions, commissions, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims or counter claims against the Government of India arising out of this CONTRACT and covenants not to sue the Government of India on any matter, claim and cause of action or thing whatsoever arising of or under this CONTRACT.

28.0.0 RISK COVERAGE

Contractor shall arrange and procure an all risk coverage Insurance policy covering the total work order value awarded + cost of free supply material issued by FEW/FACT. A copy of the policy shall be made available to FACT/FEDO/FEW.



29.0.0 MSE UNITS

29.1.0 Firms registered under MSMED Act shall be extended benefits under public procurement policy for MSEs and such other provisions effected by GoI from time to time, as applicable, (hereinafter called 'the Policy') including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof.

29.2.0 MSE bidders shall declare their UAM number in the CPP Portal, failing which such bidders will not be able to enjoy the benefits as per the Policy for tenders invited electronically through CPP Portal.

29.3.0 When supply / service as per the tender is divisible in nature, MSEs quoting within the price band prescribed in the Policy shall be allowed to supply / execute a portion of the requirement as prescribed in the Policy, subject to conditions as mentioned in the Policy.

29.4.0 When supply / service as per the tender is non-divisible or non-splitable in nature, MSEs quoting within the price band prescribed in the Policy (in ascending order) may be awarded full / complete supply of total tendered value to such MSEs, subject to conditions as mentioned in the Policy.
