

Condition of Contract

of

A VESSEL

AN AGREEMENT made the.....
day of.....BETWEEN.....
(hereinafter referred to as The Owners) acting through.....
Consulting Engineers of.....duly authorised by
the owners of the one part and.....
having their works at.....
(hereinafter referred to as "the Contractors") of the other part.

WHEREAS it has been agreed between the said parties hereto that these presents shall be entered into by way of Contract.

NOW IT IS HEREBY AGREED that the Contractors so far as the provisions of this Contract are to be performed and observed by them do hereby for themselves and their successors and permitted assigns contract and agree with the owners (but not so as to impose any personal liability of any member or officer to the owners) in manner following that is to say:—

Interpretation of terms

1. In this Contract and Specifications the following words and expressions shall have the following meanings that is to say:—

"The Owners". The expression "the Owners" means.....
.....for the time being.

"The Engineers". The expression "The Engineers" means Messrs.....the Engineers for the time being duly appointed to act as the Consulting Engineers of the Owners for the purpose of this Contract.

"The Inspecting Engineer". The expression "the Inspecting Engineer" means any person from time to time appointed by

the Engineers to act as Inspecting Engineer for the purposes of this Contract.

"The Engineer". The expression "the Engineer" means the Engineers or the Inspecting Engineer as the context may require.

"The Representative". The expression "the Representative" means the officer appointed by the Commissioners to receive the Dredger on their behalf on arrival at the Port of delivery.

Engineers may delegate powers

2. The Engineers may from time to time delegate to any person or persons to be named by them such of the powers authorities and discretions vested in them by this Contract as they respectively may think fit and the Contractors shall recognise such person or persons on written notice from the Engineers of his or their appointment and of the powers authorities and discretions respectively delegated to him or them as lawfully exercising for the purposes of this Contract the powers, authorities and discretions so delegated provided that the Engineers shall not delegate the powers authorities and discretions conferred on them by Clause 25 hereof.

Contractors to construct equip test and deliver the vessel

3. Subject to and in accordance with the provisions of this Contract the Contractors shall in the best and most workmanlike manner and with material things and workmanship respectively of the best kinds build equip and test to the satisfaction of the Engineers and deliver to the Representative at.....safely afloat and in the condition provided by this Contract(hereinafter referred to as the Vessel) of the description and dimensions containing the accommodation and supplied with all apparatus permanent and temporary fittings outfit and gear and the spare gear mentioned and described in or to be inferred from the said Specifications hereto attached and from the plans which have for purposes of identification been signed by the Engineers and by the Contractors and shall supply and deliver as hereinafter mentioned the spare parts specified in the Schedule of Spare Parts attached in accordance in all respects with this Contract the said Specifications and the said plans and with such plans supplementary drawings instructions and explanations as shall from time to time hereinafter be furnished and given by the Contractors to and be approved by the Engineers and the Contractors shall also in manner aforesaid when requested by the Engineers supply further drawings and execute supply and complete to the satisfaction of the Engineers all other the works

materials and things mentioned and described in or to be inferred from the said Specifications and the said drawings furnished and given to and approved by the Engineers and shall provide to the satisfaction of the Engineers all labour superintendence power materials and things which shall be requisite for the due performance execution and completion of executed and done.

Contract to include execution and supply of all works matters and things required by Engineers for due performance of contract

4. The said Specifications shall be accepted by the Contractors as sufficient generally for the description of the Vessel and other the works matters and things comprised in this Contract but this Contract shall be deemed to comprise the building construction testing equipment and delivery complete in working order in all respects of the Vessel together with the equipment and all other things to be supplied in connection therewith and the due performances execution and completion of all works matters and things necessary or proper for such building construction equipment and delivery at the price hereinafter mentioned and accordingly the Contractors shall execute all works and find and supply all things which the Engineers shall consider necessary or proper according to the directions of the Engineers 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 or referred to in the said Specifications and the said plans and the Contractors shall not be entitled to any payment or allowance whatsoever in respect thereof unless they comprise only such modifications of the said Contract as have been agreed to in writing by the Engineers.

Dimensions may be increased with consent of Engineers

5. The dimensions given in the Specification for the Vessel excepting those of length and draught may with the previous written consent of the Engineers be increased if the Contractors shall deem such increase expedient or necessary for the due and effectual fulfilment of the objects and spirit of this Contract but the cost of any such increase shall be deemed to be included in the Contract price and the Contractors shall not be entitled to any payment or allowance whatsoever in respect thereof and shall be solely responsible for the sufficiency and correctness of such dimensions.

Modifications in design

6. Should any alterations in or additions to the works as specified in the said Specifications not involving extra cost to the Contractors be

considered necessary or expedient by either party or by the Engineers or the Inspecting Engineer and be mutually agreed on in writing the Contractors shall execute the same without any charge beyond the Contract price. But if the Engineers shall desire any alterations or additions involving extra cost to the Contractors the Contractors before executing the same shall tender to the Engineers 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 Engineers shall accept the said offer and allow such extension of time in writing the Contractors shall be bound to execute the work. No extra work shall be executed by the Contractors or if executed shall be paid for by the Owners except such as may be embraced in such offer and acceptance. The Contractors shall allow the Owners the value as shall be mutually agreed in writing of any materials and workmanship dispensed with by any such alterations or additions.

Rejections and replacements.

7. All materials machinery and workmanship used and employed in carrying out this Contract shall be to the entire satisfaction of the Engineers. Any portion or portions of the material machinery or any of the works done under this Contract which may be considered by the Engineers to be defective or unsatisfactory or not in accordance with the said Specifications and plans and the requirements of the Vessel and which they shall reject shall be replaced in a manner satisfactory to the Engineers at the sole expense of the Contractors.

Number of workmen and rate of progress to be increased on requisition of Engineers.

8. The Contractor shall at all times during the progress of the building construction and equipment of the Vessel and subject to the limits of his control in the matter of labour employ a sufficient number of skilled workmen and labourers with necessary overlookers and proceed with the works hereby agreed to be executed (hereinafter referred to as "the works") with such despatch as in the opinion of the Engineers shall be necessary in order to secure the due completion of the Vessel within the time limited for that purpose by this Contract and shall also at all times during the progress of the works upon being required to do so by the Engineers hasten the rate of progress of the Vessel and of the work in accordance with any such requisition and to the satisfaction of the Engineers. PROVIDED ALWAYS that nothing herein contained nor anything done or omitted to be done by the Engineers in pursuance hereof shall be deemed to release the Contractors from or diminish or affect their obligation to complete the Vessel within the time limited by this Contract or their liability in respect thereof.

Inspection and testing during progress of work

9. The Contractors shall afford the Engineer 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 equipment of the Vessel and on the completion thereof and shall also supply free of charge such apparatus materials tools or labour as may be required from time to time for the purpose of such examinations inspections and testings. The Engineer shall have access to the place or places where any part of the Vessel Machinery, Boilers 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 up without previous inspection the Contractors shall if required open up such part or parts wherever necessary to enable the Engineers to inspect the part so opened up at the expense of the Contractors or Commissioners as the Engineers may determine.

Time for Completion

10. The Vessel shall be finished completed and equipped in all respects in accordance with this Contract ready for the trials next hereinafter referred to on the day of .

Trials

11. Forthwith after the completion of the Vessel in manner in the last preceding clause expressed the vessel shall undergo in the presence of the Engineers trials in accordance with the provisions of the Specifications attached.

The said trials shall be at the sole expense and risk of the Contractors who shall pay and discharge all costs and bear all liabilities of whatever arising out of the same. The Contractors shall also be responsible for all risks to the Vessel 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 Commissioners and their respective the Engineers officers and servants therefrom and from all claims actions suits and proceedings and all costs charges and expenses in respect thereof or in any way arising thereout or incidental thereto. On the satisfactory completion of the above mentioned trials the Engineers will give to the Contractors a certificate to that effect.

Preparation for voyage to and delivery at the Port of Calcutta

12. (A) Immediately after obtaining the certificate of the Engineers referred to in Clause 11 the Contractors shall proceed to fit the Vessel

for the delivery to.....and shall thereupon deliver the Vessel or cause the same to be delivered in a proper and seaman like manner at their own risk to the.....and deliver the same into 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 excepted and with all stores and equipments in the Specifications mentioned or herein provided for on board any damages incurred (other than fair wear and tear) or defects discovered during such navigation being made good by the Contractors at their own expense prior to such last-mentioned delivery. A sufficient crew and all engineers' and other necessary and usual stores and equipment are to be provided for the delivery by the Contractors and all costs and charges of every description in connection with the delivery are to be borne by the Contractors and all dock canal and harbour dues and charges are to be paid by them except all such other dues and charges and all customs and other duties payable in the Port of all of which excepted dues charges and duties are to be borne by the Owners.

The Contractors shall comply with all Government of India, Ministry of Transport, International and Board of Trade rules and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone whereby the cost of insurance premiums is increased. Should the cost of insurance be in any way increased by the failure of the Contractors to meet such requirements any such increased cost shall be borne by the Contractors.

Spare parts

12. (B) The spare parts specified in the Schedule of Spare Parts shall be taken to.....at the expense of the Contractors and there delivered to the Representative.

Should it be necessary for the Contractors to send any of the spare parts by a separate steamer the Contractors shall be responsible for the cost of delivery and also for the proper packing stowage and protection whilst on board and for their subsequent reception and landing at the Port of.....and delivery to the Representative.

Provisions as to trials at the Port of delivery

12. (B) As soon as the Vessel shall have been re-equipped and made ready for work to the satisfaction of the Representative it shall then undergo such trials as the Representative may require to demonstrate that neither the hull machinery nor any other parts of the Vessel has

received injury during the delivery and that all are in good working order and that the Vessel is up to the standard required when working under local conditions. The Owners will find at their own expense all skilled and unskilled labour for this trial and such fuel as may be necessary.

Vessel to be a Contractor's risk until granting of Certificate of Delivery

13. (A) The said delivery and re-equipment of the Vessel at shall be at the sole expense and risk of the Contractors who shall (in accordance with Clause 12 hereof) pay and discharge all costs and liabilities thereof and connected therewith (except only harbour dues and port dock or slip charges and customs and other duties at the Port of hereinbefore mentioned) and shall continue responsible for the safety of the Vessel until the Owners shall have accepted delivery thereof as hereinafter mentioned. If any loss (whether total or otherwise) shall be sustained or incurred by the Vessel by any means or from any cause either during the delivery or before the acceptance by the Owners then and in any such case the Contractors shall at their own expense forthwith make good such loss subject in the case of total or constructive total loss to the provision of Clause 14 hereof.

As to acceptance of delivery.

13. (B) When and so soon as the Vessel shall have been duly re-equipped and made ready for work in accordance with the Specifications and shall be in a complete and satisfactory condition with her certificates licences and outfit and spare gear enumerated in the Specifications on board then the Vessel shall be delivered to the Representative who shall thereupon give to the Guarantee Engineer of the Vessel or to such other person who may be appointed by the Contractors to receive the same a certificate of such delivery and of the date thereof and the granting of such certificate shall alone be evidence of the acceptance by the Owners of the Vessel and of the date thereof.

Power for representative to dismantle and reequip the Vessel in default of Contractors

13. (C) If after the arrival of the Vessel at the Port of the Contractors shall fail to dismantle the Vessel and re-equip and make her ready in all respects for work in accordance with the provision of Clause 12 (B) hereof to the satisfaction of the Representative or shall in the opinion of the Representative be carrying on such dismantling requirement and making ready for work negligently improperly or so slowly as to cause or be likely to cause the use of the

Vessel by the Owners to be delayed then in any such case the Representative on behalf of the Owners may without vitiating this Contract take the Vessel out of the possession of the Contractors and employ and pay any persons or workmen upon such terms as he may think fit to dismantle and re-equip the Vessel and make her ready for work in accordance with the Specification and this Contract and to perform any of the other obligations of the Contractors under this contract which shall remain to be performed and the Contractors shall pay to the Owners such a sum as shall be certified in writing by the Representative to represent the costs and expenses incurred by the Owners 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 Owners may at their option deduct such sum from the Contract Price.

Guarantee Period

13. (D) In the event of any defect being discovered in any part of the Vessel the machinery or equipment or fittings (which is not attributable to fair wear and tear of the Vessel nor to improper management on the part of the official staff of the Vessel) during a period of six calendar months from the date of the certificate mentioned in Sub-Clause (B) of this Clause the Contractors shall supply the Owners at new parts to replace any that may be proved to have been so defective or shall pay to the Owners such sum as it would cost the Contractors to supply at.....such replace parts from the Contractors works. The cost of removing any such defective parts and of fitting such replace parts shall be borne by the Contractors to such amount as it would in the opinion of the Engineers have cost the Contractors if the removing and replacing had been done at their works the Contractors 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 Contractors so require the Owners shall be bound to consign to the Contractors at their Works in and at the Contractors expense the parts claimed by the Owners to be defective so that the Contractors may have an opportunity of satisfying themselves as to the defect complained of and also be in a position to operate their relief if any against any sub-contractor in respect of such defective parts. The Contractors shall not be liable for any consequential damages due to such defects as may arise during the guaranteed period.

Guarantee Engineer

13. (E) The Contractor shall provide and pay a competent and steady English-speaking Chief Engineer (herein called "the Guarantee Engineer") to be in charge of and keep in a thoroughly satisfactory condi-

tion the engine boilers machinery connections gear and other like matters and things during the period of the guarantee with the assistance of a sufficient number of junior engineers all of whom are to be provided and paid by the Owners. The said Guarantee Engineer shall lodge on board the vessel and shall be considered as part of the ship's staff and must obey the instructions of the _____ and also of the Master of the vessel so far as the working of the vessel is concerned.

Damages for delay in completion of delivery

14. In the event of the Vessel not being completed ready for trials in accordance with Clause 10 on the.....day of.....the Owners shall be at liberty in such case to deduct from any sum or sums of money then due or to become due to the Contractors as and for liquidated damages and not as by way of penalty the sum of £5 per day for each day that such completion or delivery and acceptance as aforesaid shall be delayed beyond the respective date fixed by this Clause PROVIDED ALWAYS that if the Engineers shall certify in writing that such delay or any portion thereof has arisen either in connection with the works of the Contractors or their authorised sub-contractors from a general strike or sectional strike of workmen or other general or sectional disputes of workmen or employers or combinations of workmen or employers or accidental fire or destruction of the Contractors' or authorised sub-contractors' works or from storms or exceptionally bad weather Act of God or other causes which in the opinion of the Engineers were unavoidable and could not be foreseen or overcome by the Contractors then and in such cases the liquidated damages shall not be payable in respect of the period so certified to be due to such cause and the Engineers shall have power to extend accordingly the time fixed for completion.

Contract price

15. Subject to any deduction authorised by and to the other provisions of this Contract the Owners shall pay to the Contractors for the building equipment testing and delivery of the Vessel and for all other the works matters things and obligations to be executed done supplied and performed by the Contractors under this Contract including the provision of the spare parts specified in the Schedule of Spare Parts the Sum of (which said amount is herein called "The Contract price") by five instalments at the times and in the manner following, viz.:—

- (a) The first instalment amounting to 30 per cent of the Contract price on the expiration of seven days after the production to the Local Agents of the Owners who are at the time being Messrs.

to the accredited bank in.....of the Owners (hereinafter called "the Bank") of the Engineers' certificate that the hull of the Vessel is completely framed and the machinery correspondingly advanced and in exchange for the policy of insurance referred to in Clause 16 and the receipt for the premium thereon.

- (b) The second instalment amounting to 30 per cent of the Contract price on the expiration of seven days after the production to the Local Agents of the Owners or to the Bank of the Engineers' certificate that the hull of the Vessel is completely plated and the machinery correspondingly advanced.
- (c) The third instalment amounting to 30 per cent of the Contract price on the expiration of seven days after the production to the Local Agents of the Owners or to the Bank of the Engineers' certificate that the Vessel is completed and satisfactory trials have been carried out.
- (d) The fourth instalment amounting to 5 per cent of the Contract price plus all certified extras and minus all certified deductions on the presentation of the Representatives' certificate in terms of Clause 12 to the Owners who shall forthwith instruct the Bank to make payment of the said amount to the Contractors.
- (e) The fifth instalment amounting to 5 per cent of the Contract price on the expiration of the guarantee period subject to the condition of Clause 13 (D).

Insurance

16. The Contractors shall at their own cost fully insure and keep insured in the joint names of the Owners and the Contractors the Vessel and the machinery materials and things used or intended for use in the construction and outfit thereof in the sum of not less than the Contract price and also to keep insured the value of any modifications additions and spare parts as may be agreed upon from time to time during the construction of the vessel.

The Policy/policies shall be effected in some responsible office or offices to be previously approved of by the Engineers and shall comprise insurance against fire launching and all other risks accidents and damages excluding War Risks which for the time being can be covered by insurance during and after the construction of the Vessel and whilst she remains in the harbour or the port of construction or when engaged

on or in connection with any trials made under this Contract as well as the perils of the sea and all other risk of every kind including War Risks so far as they are insurable in the.....Market at and from the port of construction to the Port of delivery or whilst lying therein or on a slipway or in a dry dock or being tried near thereto previous to being accepted by the Commissioners and the Contractors shall from time to time (if from any cause the Vessel shall not be delivered to and accepted by the Owners during the term of such policies) renew the said insurance and pay and continue to pay all premiums 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 Engineers the policy or policies thereof and the receipt or receipts for such premiums PROVIDED ALWAYS that in case of default by the Contractors to keep up the said insurance or to effect any such renewal insurance as aforesaid then the Owners or the Engineers in the name of the Owners if they shall think fit shall be at liberty to do so and thereupon the Contractors shall repay the Owners the amount of the premiums paid by them or the Owners shall be at liberty at their option to deduct the amount thereof from any sums payable to the Contractors under this contract PROVIDED ALSO that nothing herein contained nor anything done or omitted to be done by the Owners in pursuance hereof shall be deemed to release the Contractors from or diminish or affect their obligation to keep the Vessel machinery material and things insured to the full amount of the value thereof from time to time in accordance herewith until her acceptance by the Engineers at the Contractors' Works at nor shall diminish or affect the liability of the Contractors in respect thereof. If any event shall happen giving rise to a claim under the insurance policy to be effected under this clause or if the Vessel shall become a total or constructive total loss on the delivery to.....or after the arrival there and before the acceptance by the Representative owing to perils of the sea or other risks covered by the policy of marine insurance including War Risks insurance so far as they are insurable in the.....market to be effected for the delivery to.....the Owners (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 Engineers) shall receive the moneys which shall become payable under whichever of the said policies the claim shall arise and retain the same paying the Contractors the difference between the aggregate of such sums as they may have previously paid the Contractors under this Contract and such total amount as the Engineers may certify would have been payable to the Contractors if this Contract had then been terminated.

Registration of Vessel

The Contractors shall give all such builder's and other certi

ificates and documents and do all such other acts and things as may be necessary or proper on their part for the registration of the Vessel at the Port of delivery in the name of the Owner or the Representative or other agent of the Owner whom the Owner may appoint for that purpose. Failing this the Contractors must arrange for the vessel to proceed to the Port of delivery under a "pass" from the Owner of Customs through a Registrar of Shipping at any port and all fines payments or penalties which may become payable by the Owners the Representative or the said agent by reason of any defect in such registration or during the delivery of the Vessel to the Port of delivery shall be paid by the Contractors or may be deducted from the moneys payable to them under this Contract and they shall indemnify the Owners the Representative and the said agent respectively therefrom and from all claims actions suits and proceedings and all costs charges and expenses in respect thereof.

Royalties on patented articles

18. The Contractors shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented registered or protected article or design which shall be used by them in or about the construction of the Vessel and shall at all times indemnify the Owners and their offices 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 thereout or incidental thereto.

Indemnity against accidents and damage

19. The Contractors shall also be solely responsible for the satisfaction of and shall at all times indemnify the Owners their officers and agents against any claims or actions arising from accidents or injuries to workmen or other persons or damages to other vessels craft or property which may arise during the execution of this Contract (excepting always claims or actions at the instance of the employees engaged by the Owners for the trials at provided by Clause 12 (C) hereof or at the instance of the representative of such employees for the indemnification of whom the Owners shall be responsible) or from the breach of any Indian or foreign law or regulation prior to the delivery of the Vessel to and the acceptance by the Representative at the Port of delivery as hereinbefore provided.

Vessel and materials to be the property of the Owners

20. The Vessel the machinery apparatus and other fittings and things hereby agreed to be made or supplied for the Vessel together with

all materials and things brought on the Vessel or on the Contractors' premises for the purpose of being used in the construction of or otherwise for the purposes of the works shall be deemed to be the property of the Owners during the process of construction of the Vessel and up to the time of the Vessel being delivered to and accepted by the Owners at the Port of delivery aforesaid but until their acceptance by the Representative as hereinbefore provided for together with the above mentioned machinery apparatus fittings materials and other things shall remain at the risk in all respects of the Contractors.

Immediately upon the payment of the said first instalment of the Contract price the Contractors shall if required by the Engineers affix the name of the Owners upon the Vessel in a conspicuous place and manner as may be directed by the Engineers and shall not remove the same without the consent of the Engineers.

Power of Owners to take possession of Vessel and materials in certain cases and complete works

21. If at any time the Vessel or any part thereof is in the judgment of the Engineers not constructed or not being constructed in a sound and workmanlike manner and in all respects in conformity with this Contract and the Specifications and to the satisfaction of the Engineers or if the works or any portion thereof are not in such judgment being executed with due diligence then and in any such case the Engineers shall be at liberty to give notice thereof to the Contractors in writing and in case of refusal or neglect by the Contractors within fourteen days thereafter to commence to take down rebuild repair alter amend or replace any defective or unsatisfactory work article or things or to comply with any order to that effect or in case of failure by the Contractors within fourteen days thereafter to proceed with due diligence with the works or with any portion thereof specified in such notice or in case the Contractors shall cease to work upon the Vessel then the Owners or the Engineers in their name and on their behalf shall have full power without vitiating this Contract and without prejudice to any rights or powers of the Owners or the Engineers hereunder to enter upon the premises of the Contractors where the Vessel or any portion thereof or materials thereof may be found and to take the Vessel or any portions thereof and materials together with the benefit of any sub-contracts for the same wholly or in part out of the hands of the Contractors and to engage employ and pay any workmen of the Contractors or any other persons by contract measure and value day work otherwise as the Owners or Engineers shall think fit, and procure all requisite materials and implements for the execution and completion of the works and generally in such manner as the Commissioners or the Engineers may think fit

and proper in their discretion and proceed with the Vessel and take down rebuild alter amend and replace any defective or unsatisfactory work article or thing and themselves carry out this Contract in all other respects and pay or cause to be paid all costs and charges which may be incurred or which may become necessary in the judgment of the Engineers in constructing and completing the Vessel and in otherwise carrying out this Contract and all such costs and charges incurred in so doing shall be ascertained and fixed by the Engineers and paid to the Owners by the Contractors on demand and the Owners may receive the same accordingly or at their option deduct the amount of such costs and charges or any part thereof out of the moneys due or to become due to the Contractors under this Contract. And the certificate in writing of the Engineers of the employment of such persons and workmen and the providing of such materials and things and of the carrying out of this Contract and of the sums to be paid to or by the Contractors in respect thereof shall be binding and conclusive upon all parties and in case the Vessel shall be so taken wholly or in part out of the hands of the Contractors as aforesaid the Engineers on behalf of the Owners shall be at liberty to take and retain possession of and use and employ all materials and things then being the property of the Owners under Clause 20 in and about the further construction of the Vessel and to use the same during the progress of the Vessel until its completion and also to enter upon and take and retain possession of and use and employ so much and such portions of the yards workshops and other places where the works are being or ought to be carried on and of the plant machinery and things of the Contractors as shall in the opinion of the Engineers be necessary for the due completion of the works and of this Contract until the same shall be duly completed without making any payment or allowance for such possession use or employment PROVIDED ALWAYS that in case the Owners shall enter into possession of the Vessel under this Clause they may if they shall think fit (instead of proceeding with the Vessel in manner aforesaid) sell the Vessel machinery materials and things then being the property of the Owners under Clause 20 or any part thereof and apply the moneys to be derived from such sale in or towards making good any deficiency or loss which may arise in completing such part of the Vessel as they may elect to proceed with as well as in payment or on account of any damages to which the Contractors may be or become liable by reason of any breach of this Contract or otherwise or in any such manners and the moneys paid to the Contractors on account of the Vessel previously to such taking possession or sale shall be considered and taken as the full value thereof.

Contractors to indemnify the Owners against penalties, etc.

12. The Contractors shall indemnify the Owners against all penalties fines and payments whatsoever which the Owners shall be legally required

Contract to be Indian and substituted for other Contracts between the parties

24. This Contract shall be construed and take effect according to the law for the time being in force in the Indian Union and shall be in substitution for every other Contract now subsisting between the said parties hereto in respect of the Vessel and every such other Contract is hereby cancelled.

Engineers' certificates to be final

25. Wherever in this Contract provision is made for any question arrangement amount matter or things being settled decided certified or determined by the Engineers or by the Inspecting Engineer or by the Representative or resting upon or being governed or controlled by or submitted to the judgment or opinion of them him or any of them their or 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 Owners and the Contractors notwithstanding anything contained in this Contract.

Arbitration

26. In case and so often as any question disputes or differences shall arise between the Owners or the Representative or any of their deputies on the one hand and the Contractors or any person or persons company or corporation claiming through or under them or any of their agents on the other hand as to the construction intent meaning or effect of the Contract documents or any of them or of any further drawings to be prepared or as to the materials or quality of the work or as to the workmanship employed or any award or certificate made or given in pursuance hereof or the manner or effect of any such award or any part thereof or as to the application of any moneys received in respect of any insurance effected hereunder or the rights or liabilities of any person or corporation under this Contract or under any such award as aforesaid or as to any other matter or thing whether of the nature aforesaid or otherwise however arising out of or in any way relating to or connected with the Contract documents the further drawings or any of them then every such question dispute or difference shall except where otherwise expressly provided be referred to the Engineers for decision and in order to ensure the work being proceeded with continuously any such decision as aforesaid shall forthwith be given effect to by the Contractors and every such arbitration shall be deemed to be an arbitration under the provisions of the Arbitration Acts for the time being in force.

Owners and the Engineers not to be personally liable

27. Nothing in these presents shall be deemed to or shall impose any personal liability on any of the Owners or the Engineers.

Notices

28. Any notice or other document of any description under this Contract may be given or sent to the Contractors by leaving the same or sending the same to them by post at their works or last known place of business.

THIS DEED made the day of one thousand
 nine hundred and between having their registered
 office at (hereinafter called "the Contractors")
 of the one part and
 acting through and by , Chartered Engineers,
 of duly authorised in
 that behalf as their Consulting Engineers and Agents (herein-
 after called "the Owners") of the other part.
 WITNESSETH as follows:—

1. The Contractors will build construct and deliver at Port delivery to the order of the Owners a Vessel in accordance with and subject to the conditions specified in the Contract, Specification, Schedules and Drawings attached hereto and forming part hereof.

2. The consideration payable therefore shall be the sum of
 payable as stated and on the conditions
 expressed in Clause 15 of the said Contract.

IN WITNESS whereof the Contractors and the Engineers and Agents of the Owners have hereunto set their hand and seals the day and year first above written.

The Common Seal of
 was hereunto affixed in
 the presence of

SEAL

Directors

Secretary

Signed sealed and delivered by
 Partner in the firm of

by special authorisation in the
 name and on behalf of the

Signature

SEAL

in the presence of

For

as Engineers and Agents of
 the Owners.

Witness

Address

Occupation.