



## **INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Road Transport & Highways, Govt. of India)

Head Office : A-13, Sector-1, Noida-201301 (U.P)

### **DOCUMENT FOR INVITING**

### **EXPRESSION OF INTEREST FROM ENTREPRENEURS TO BUILD AND OPERATE DEDICATED LIQUID BULK CARGO HANDLING FACILITIES ON LONG TERM LEASE BASIS AT GAIGHAT, PATNA.**

Inland Waterways Authority of India (IWAI) is an autonomous body under the Ministry of Shipping, Road Transport & Highways entrusted with the development and promotion of national waterways for shipping and navigation. The river Ganga from Haldia to Allahabad (1620 km) has been declared as National Waterway –1. IWAI is executing various schemes for developmental of NW-1.

Expression of interest is invited for installing suitable dedicated liquid bulk cargo handling facilities at Gaighat terminal at Patna and to operate the facility on lease basis for a period of ten years initially. The facility shall be used by the successful bidder for their use only and they should not sublet, or give the facility on hire basis to other firms. Investment required for creating and operation of the handling facilities, etc. under this Expression of Interest should be arranged by the applicant through his resources.

#### **1) About the Waterway**

River Ganga-Bhagirathi-Hooghly river system (1620 kms) between Haldia and Allahabad has been declared as National Waterway-1. This waterway passes through prominent places viz. Haldia, Kolkata, Farakka, Bhagalpur, Patna, Varanasi and Allahabad. The Authority has its field Office located at Kolkata, Bhagalpur, Patna, Varanasi and Allahabad.

#### **2) Cargo**

The following cargo are expected to be available on NW-1. Various commodities have been transported by IWT mode. Successful demonstration have been made for movement of cement, steel, stone chips, sand, iron dust, coal, fertilizers, POL products, edible oil, cosmetics, detergent, plastic sheet and products, tanks, fly ash, etc. over dimensional cargo such as boilers, transformers, etc. Cruise vessels are operating in NW-1 and Sunderbans. Various small distance ferry services are also in operation. Waterway is extensively used for pilgrimage.

### 3) **Fairway and Infrastructure on NW-1:**

- IWAI is taking action for providing 45 meter wide navigable channel of 3 meter Least Available Depth (LAD) in Haldia – Farakka for 330 days; 2 m in Farakka-Varanasi for 330 days and 1.5 m in Varanasi – Allahabad for 330 days.
- Day navigation channel marks are available in entire NW-1. Night navigational facilities are available upto Farakka which is being extended in entire waterway. DGPS system for navigation is being installed.
- IWAI has constructed one low level fixed terminal at Patna which is capable for handling container and general cargo. The terminal is equipped with one container handling and two tyre mounted cranes. Warehousing facilities are also available at Patna. New fixed terminals are proposed at Haldia, Kolkata, Varanasi and Allahabad. One high level RCC jetty at Patna is also being constructed. Floating terminals exist at Haldia, Kolkata (Botanical Garden and BISN), Sahibganj, Bhagalpur, Buxar, Allahabad. New floating terminals are being provided at Diamond Harbour, Katwa, Shantipur, Farakka, Rajmahal, Manihari, Semaria, Doriganj, Kaithy and Chunar.

### 4) **Infrastructure / Facilities available at Gaighat terminal, Patna:**

A low level RCC jetty at Gaighat, Patna has been constructed along with the shore facilities such as transit shed, hard stand, roads, office, container crane, tyre mounted cranes, etc. One high level RCC jetty is being developed through CPWD. The terminal is being maintained and operated through an agency under a separate contract. Vessels will be permitted for using berthing and other facilities available or created by IWAI at Gaighat. Use of common facilities such as roads, street lighting, etc. provided by IWAI at Gaighat terminal, Patna are also allowed. However, charges for use of these facilities will have to be paid by the successful bidder to the Authority on similar terms on which the facility is given to other users. Supply of POL for the vessels at the terminals can be arranged on payment from the POL Storage tank being installed at terminal. Supply of Electricity, if required will be made available on Payment. As regards other common user charges in respect of conservancy, pilotage, wharfage, etc. the Lessee shall pay the user charges to the Authority as and when levied by the Authority.

Facilities for liquid cargo storage and handling are proposed to be developed now. The land on left side between the entry gate of terminal and the approach to low level jetty near generator room measuring about 12.5 m x 20.73 m (240.26 sq.m) is lying vacant which is proposed to be utilized for creating bulk liquid cargo storage and to facilitate loading and unloading of dedicated liquid bulk cargo. Actual area will be measured at the time of handing over of land to the successful bidder and the rent for the variation in the area shall be charged proportionately based on the quoted rent.

A general layout plan of the Gaighat terminal, Patna is given at Annexure-1.

### 5) **INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF EOI:**

- i) The bidders shall submit the required documents indicated below in a sealed cover superscribing "Technical Proposal for Pre Qualification of EoI for build and operate dedicated liquid bulk cargo handling facilities on lease basis at Gaighat, Patna"

The applicant shall submit the expression of interest giving the following details :

- a) Full particulars of the firm, its address, constitution, ownership, organizational structure and main activities of the agency. Details of personnel proposed to be involved in the project shall be given alongwith the EOI.
  - b) The applicant shall use the terminal for his dedicated cargo only. Applicant shall give a certificate to that effect alongwith the EOI.
  - c) The applicant shall give a guarantee that cargo will be handled at this terminal using IWT mode.
  - d) Annual reports or audited financial accounts for the last five years shall be submitted alongwith EOI.
  - e) Details of major assignments undertaken of a similar nature during the last five years shall be submitted alongwith EOI.
  - f) A detailed proposal indicating the methodology & work programme for implementation of project shall be submitted alongwith EOI.
- ii) The bidders short listed on the basis of information and documents submitted by them and fulfilling the requirement will be invited to submit financial proposal considering the terms & conditions stipulated in the "Request for Financial Proposals" (RFP) which will be furnished to them following their qualification.
- iii) The bidder shall be responsible for :
- a) Arranging necessary funds for installation of storage and loading and unloading facility at the proposed location following the standard norms for construction, security & safety regulations.
  - b) Carrying out the requisite studies and investigations through reputed institutions to firm up the Technical and financial proposals
  - c) Obtaining clearances / licenses from the concerned Authorities wherever necessary under statutory provisions.
  - d) Operation and maintenance of infrastructure in good condition during the entire contractual period.
  - e) Ensuring the performance standards of the facilities with regard to the terminal handling rates, terminal availability, cargo quality preservation etc. in keeping with the terms of contract.
- iv) Interested bidders are required to prove and demonstrate that they have the relevant experience and have the capability to secure finance.
- v) The bidder may be a single firm / Company / Corporation, partnership firm, Construction of joint venture of such entities who may individually or jointly

commit to undertake the work. In case of partnership firms, construction or JV details of each member should be furnished.

- vi) An individual bidder or a member of a particular consortium cannot be a member of any other consortium applying for the project.
- vii) Each bidder shall submit only one application. Bids of any bidder participating in more than one bid will be disqualified.
- viii) Members of a consortium shall nominate one of the member as a lead partner.
- ix) A lead partner shall not have less than 26% equity in the concession company.
- x) All correspondence shall be addressed to The Dy. Director (Cargo), Inland Waterways Authority of India, A-13, Sector-1, Noida-201301 (Uttar Pradesh)
- xi) It is desirable that each entrepreneur submits its bid after visiting the location and ascertains any data considered relevant by him.
- xii) Bidder's conference will be held in the Conference Room, Inland Waterways Authority of India, A-13, Sector-1, Noida-201301 (U.P.) on date indicated in the EOI notification.
- xiii) The bid document and all related correspondence shall be in the English language. Supporting documents and the printed literature furnished in any other language shall be accompanied by certified translations into English. The interpretations shall be on the English version of the document submitted.
- xiv) The bidders shall use clear terminology while submitting the proposals with explanations wherever necessary.

## **6) Submission of Qualification Papers**

The bidders application shall be accompanied with the following information alongwith necessary documents in support of their claim for qualification:

- (a) Full particulars of the firm, its address, Consortium, Ownership, Organizational structure and main activities of the agency.
- (b) Details of the personnel proposed to be involved in the project.
- (c) Details of major assignments undertaken of a similar nature during the last five years.
- (d) A detailed proposal indicating the methodology, work programme.
- (e) Annual reports: The financial capability parameters shall be furnished in the following format:

S. No.	Financial information in Rupees at the end of concerned year	Actuals for previous five years				
		2001-02	2002-03	2003-04	2004-05	2005-06
1.	Total Assets					
2.	Current Assets					
3.	Current Assets + Loans & Advances					
4.	Total Liabilities					
5.	Current Liabilities					
6.	Current liabilities & provision					
7.	Profit Before Interest and Tax					
8.	Profit Before Tax					
9.	Profit After Tax					
10.	Shareholder's Funds (Net Worth) = (Paid up equity + Reserves) (Revaluation Reserves + Miscellaneous Expenditure not written off)					
11.	Depreciation					
12.	Current Ratio (2)/(5)					
13.	Net Cash Accruals = Profit After Tax + Depreciation					

- (e) **Earnest Money Deposit** (EMD) of Rs. 2 lakhs (Rupees Two lakhs only) should be submitted in the form of Demand Draft drawn in favour of "IWAI-Fund" payable at New Delhi/ Noida on any Nationalized /Scheduled Bank of India. Bids not accompanied with EMD in form of Demand Draft are liable for rejection.

The EMD shall be retained by the IWAI until finalization of EOI. However, EMD in respect of unsuccessful bidders shall be released within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.

- (f) **Security Deposit @ 5%** of the value of total rent shall be payable by the successful bidder. If the bidder fails to furnish the security deposit, then EMD shall be forfeited. In the event of the Bidder becoming the successful contractor, the amount of EMD would be adjusted against the Security Deposit. No interest shall be payable on Security Deposit by IWAI. Security deposit will be accepted in the form of unrevocable bank guarantee issued by any scheduled bank of India and same shall be kept valid for the entire period of contract at the cost of bidder. Proforma for submitting bank guarantee against security deposit is at Annexure-2.
- (g) **Agreement** shall be signed between IWAI and the successful bidder on stamp papers of requisite amount and the lease agreement shall be registered at Patna. All expenses on stamp papers and registration of lease deed shall be borne by the successful bidder. The agreement shall be signed within one month from the date of issue of acceptance of bidders offer by IWAI. Format of lease agreement is given as Annexure-3.

**7) Last date for submission of Technical bids : 19.11.2008 upto 15.00 hrs. at Inland Waterways Authority of India, A-13, Sector-1, Noida-201301 (U.P.)**

Any bid/ bids received after the deadline prescribed above will be rejected. No correspondence in this regard will be entertained.

**8) Minimum Lease rent :** The minimum lease rent expected is Rs. 63,600/- (Rupees Sixty three thousand six hundred per year payable monthly in advance. A 5% increase in rent every year is also expected. Bid quoting less than the above rent and yearly increase may be rejected without assigning any reason.

**9) Evaluation Criteria:** Evaluation of bid shall be done as per the following criteria:

**Technical Evaluation:**

- i) Criteria – 1 : Coverage of overall scope of work: the purpose is to determine the bidder's overall understanding of the project, with assigned role of the different members of the consortium, consultants and sub-contractors. The weightage will be as under:
- Coverage of works indicated in scope - 3
  - Coverage of 75% of items - 2
  - Less than 75% - 1
- ii) Criteria – 2 : Experience in development of BOOT, BOLT, BOO or other privatization projects as shareholder, where financial closure has been achieved. The weightage will be as under:
- Experience of two or more projects - 3
  - Experience of one project - 2
  - Experience of Nil project - 0
- iii) Criteria-3 : Experience in installation and operation of bulk material handling systems, or experience in projects relating to handling, storage and transportation of bulk commodities. Qualifying experience will include project management, operation and maintenance of mechanized handling systems and equipment of similar nature and magnitude. The weightage will be as under:
- Experience of three or more projects - 3
  - Experience of only two projects - 2
  - Experience of only one project - 1
  - Experience of Nil project - 0
- iv) Criteria - 4 : Experience in execution of berth & equipment maintenance projects in ports, State IWT Depts. etc. relating to Port Management operations including maintenance of mechanized handling systems, inland water transportation of similar magnitude. Weightage will be as under:
- Experience of three or more projects - 3
  - Experience of only two projects - 2
  - Experience of only one project - 1
  - Experience of Nil project - 0

Evaluation for Technical qualification shall be marked as below:

S. No	Item	Points (max.)	Weightage	Total
<b>Technical Qualification</b>				
	Coverage of the overall scope of work through members of the consortium sub contractors / consultants	3	6.66	20
	Category 1: Experience in development of BOOT/BOLT/BOO or other privatization projects as shareholder, where financial closure has been achieved.	3	5	15
	Category -2 :Experience in terminal operations including operation and maintenance of mechanized handling systems and equipment of similar magnitude and nature, (bidder or consortium member having the proposed equity in the concession company of more than 10%).	3	13.3	40
	· Experience of three or more projects			
	· Experience of only two projects			
	· Experience of only one project			
	· Experience of Nil project			
	Category 3: Experience in execution of berth & equipment maintenance projects in ports, State IWT Deptts. etc. relating to Port Management operations including maintenance of mechanized handling systems, inland water transportation of similar magnitude ( a partner/member of consortium shall have a share of more than 10% in the proposed equity of the concession company for being considered for evaluation)	3	8.33	25
	· Experience of three or more projects			
	· Experience of only two projects			
	· Experience of only one project			
	· Experience of Nil project			
			<b>Total</b>	<b>100</b>

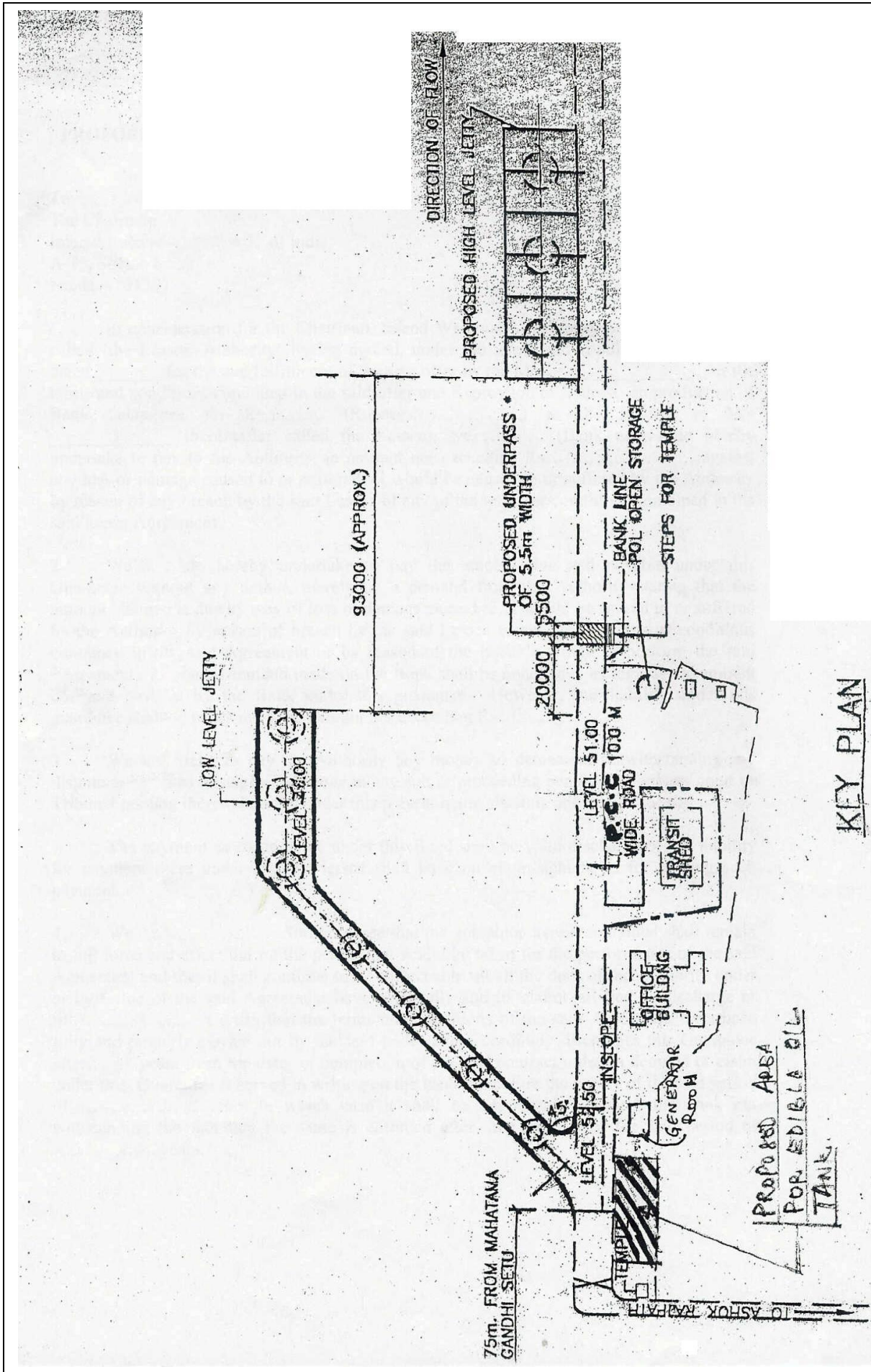
#### **Financial Criteria :**

**Criteria 5 :** Net worth of the bidders at the end of the most recent financial year shall be equal to at least Rs. 3 crore.

**Criteria 6 :** Turnover of the bidders in each year during the last three financial years should be equal to at least Rs. 1.5 crore.

**Criteria 7 :** The EoI is invited for offering the land area of about 240.26 sq.m for creating facilities for liquid bulk cargo storage and handling facilities by the bidders at their cost on lease basis for 10 years, for the present which is extendable by mutual consent. The financial offer of the bidder which offers highest lease rent for the space and facilities as detailed in para 4 of this notice, shall be accepted.

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KEY PLAN

**PROFORMA OF BANK GAURANTEE FOR FURNISHING SECURITY DEPOSIT**

To  
The Chairman  
Inland Waterways Authority of India  
A-13, Sector-1  
Noida – 201301

In consideration for the Chairman, Inland Waterways Authority of India hereinafter called 'the Lessor/ Authority' having agreed, under the terms and conditions of the offer dated \_\_\_\_\_ for the due fulfillment of the said offer by the M/s \_\_\_\_\_ of the terms and conditions contained in the said offer and Expression of Interest on production of Bank Guarantee for Rs..... (Rupees.....) at the request of M/s \_\_\_\_\_ (hereinafter called the Lessee), we ..... (Bank name) do hereby undertake to pay to the Authority an amount not exceeding Rs..... against any loss or damage caused to or suffered, or would be caused to or suffered by the Authority by reason of any breach by the said Lessee of any of the terms or conditions contained in the said Lease Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Lessee of any of the terms or conditions contained in the said Agreement or by reason of the lessee's failure to perform the said Agreement,. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the Authority any money so demanded notwithstanding any dispute or disputes raised by the lessee in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the lessee shall have no claim against us for making such payment.

4. We, ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully and its claim satisfied or discharge or till..... Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said lessee and accordingly discharges this Guarantee after..... years from the date of completion of the said contract unless a demand or claim under this Guarantee is served in writing on the bank but before the expiry of the said period of ..... years in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period of ..... years.

5. We,.....further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Lessee and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Lessee or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Lessee or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6. It shall not be necessary for the Authority to proceed against the Lessee before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Authority may have obtained or obtain from the Lessee shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before..... all our rights under the guarantee shall be forfeited and the bank shall be relieved and discharged from all liabilities therein.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Lessee i.e. M/s \_\_\_\_\_.

9. We,..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated the .....date of.....  
for.....  
(indicate the name of Bank)  
Signature.....  
Name of the Officer.....  
(in Block Capitals)  
Designation of  
Code No.....  
Name of the Bank and Branch.

## LEASE DEED

This INDENTURE dated this \_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_ BETWEEN Inland Waterways Authority of India (IWAI), a statutory body constituted under the IWAI Act, 1985 (No. 82 of 1885) having its head office at A-13, Sector-1, Noida - 201301 (U.P.) and field office at 5<sup>th</sup> floor, Biscomaun Bhawan, West Gandhi Maidan, Patna-800001 [hereinafter called the 'Authority' or 'Lessor' which expression shall where the context so admits include their successors-in-office and assigns], of the ONE PART and M/s \_\_\_\_\_, a firm incorporated under the \_\_\_\_\_ on \_\_\_\_\_ and having registered office at \_\_\_\_\_ [hereinafter called the "LESSEE", which expression where not repugnant to the context shall be deemed to include their successors and permitted assigns], of the OTHER PART

**Date of execution**

Authority is interested in development of national waterways and utilisation of facilities created by them for waterway users. Lessee is interested in taking on Lease a part of area of Gaighat terminal at Patna of the Lessor on NW-1 for creating dedicated liquid bulk cargo handling facilities for his own cargo and thus participated in the Expression of Interest invited by the Authority through press advertisements for competitive bids. Bidder participated in negotiations and offered the highest rent and agreed terms and conditions as contained in the Expression of Interest.

It is WITNESSETH that, in consideration of the rents and covenants on the part of the Lessee hereinafter reserved and contained, the Authority hereby agree to give part of the Gaighat at Patna on lease for 10 years to the Lessee for the purpose to build and operate dedicated liquid bulk cargo handling facilities. ALL THAT pieces of land measuring about \_\_\_\_\_ sq.m described in the Schedule hereto and more particularly delineated on General Layout Plan of Gaighat, Patna annexed and thereon shown in green border with hatching TOGETEHER WITH all ways, passages, drains, water-courses, right, easements and appurtenances to the said land belonging to therewith usually held and enjoyed (hereinafter called the demised land) TO HOLD the demised land unto the Lessee as from the \_\_\_\_\_ 200\_\_ ensuing YIELDING AND PAYING thereto unto the Authority during the said term the monthly rent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being calculated at the quoted price by the Lessee, with enhancement in the rent @ \_\_\_\_% every year on previous year rent with effect from \_\_\_\_\_. The said rent whether demanded or not, is paid regularly during the period of this lease on or before the 7<sup>th</sup> day of the month, for which such rent is due, and such rent, whether demanded or not, shall be paid at the Authority's Office at Patna PROVIDED ALWAYS and it is hereby agreed that if the Lessor shall at any time during the said term consider that the demised land or any part thereto is required for the purpose of the construction of carrying out of any works or otherwise for the development of the Gaighat, Patna or by the Government in the national interest or in the public interest using the same and resorting thereto and shall be desirous on any of these grounds of determining this present lease and or such their desire shall give at least six months prior notice in writing to the Lessee then and in such

**Purpose, Period and date of lease.**

**Rent payable**

case immediately on the expiration of said notice this present lease and everything herein contained shall stand terminated. Similarly, if Lessee desires to vacate the premises before expiry of Lease period, Lessee may also give a atleast six month prior notice to the Lessor.

**Determination  
for Inland  
Port purpose.**

The Lessee shall hand over peaceful & vacant possession of the land with all accretions thereto without raising any objection whatsoever. If the lease is cancelled for not complying with the conditions of lease, no compensation shall be payable by the Lessor.

**AND THE LESSEE hereby covenant with the Lessor in the manner following that is to say: -**

- 1) THAT the Lessee will, during the continuance of the term hereby granted, pay the said rents hereinbefore reserved and made payable or the revised rent as may be fixed hereafter as hereinbefore contained at the time and in the manner at and in which the same are hereinbefore reserved and made payable in time without any deductions.
- 2) THAT the Lessee will also, from time to time and at all times during the said terms pay and discharge all present and future rates, taxes, tolls, duties, charges, assessments, outgoing and premium in respect of policy of insurance against any risk whatsoever, which are not or may at any time hereafter be assessed, charged or imposed upon or payable to the Authority or any Government, Municipal and Public Authority in respect of the demised land and / or building or structure or jetties etc. thereon erected by the Lessee or occupiers in respect thereof as hereinafter except the owners' share of Municipal taxes in respect of the demised land.
- 3) THAT if the Lessee is in arrears of rent at the prescribed rate and or for other dues arrears payable by the Lessee for the land in lease during the lease terms, the lessee may be evicted by giving due notice in writing under the authority of Chairman, IWAI and by providing to the Lessee an opportunity of being heard.
- 3 A) THAT the Lessor shall also be at liberty to deduct any of its dues from any sum due or which may become due to the Lessee under any other agreement with Lessor.
- 4) THAT the Lessee will not at any time during the said term without the consent and/ or permission in writing of the Authority received before hand, erect or cause to be erected any building or structure or jetties etc. any permanent structure on the demised land or make any alteration or addition whatsoever in or to any building or structure, which may hereafter be erected on the demised land with such consent and or permission. All plans for development of leased property shall be got approved from Lessor. The Lessor shall give such permission within 30 working days of receipt of the request alongwith all documents.

**Mode of  
payment of  
rent**

**Payment of  
Taxes, Duties  
etc.**

**Recovery of  
Arrears of  
rent etc.**

**Erection of  
structures etc.**

- 5) THAT the Lessee will not at any time during the said term without such consent and/ or permission as above, open earth or dig any quarries for clay, gravel or sand in, upon or under the demised land PROVIDED THAT the Lessee shall be at liberty to dig pits and make other excavations for the purpose of foundation for buildings or structure, subject to the consent, permission obtained as above. **Excavations.**
- 6) THAT the Lessee shall not use the demised land or any part thereof or any building or structure that may be erected thereon or any portion thereof, for any purposes other than that for which the demised land is let out to the Lessee, save and except with the previous consent of the Lessor obtained, in writing. In case the Lessee fails to do so, the lease shall be liable for termination.
- 7) THAT the Lessee will not assign, sublet or part with the possession of the demised land or the building or structures, if any erected thereon or any part thereof, with anybody or with any organization. The demised land and facilities erected on it shall be used for handling dedicated cargo of the Lessee only. **Subletting**
- Any subletting / assignment shall make this lease liable for cancellation.
- 8) THAT the Lessee will not offer the demised land or any portion thereof as Security, either in court or anywhere. **Mortgage**
- 9) THAT the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business, or the name of the business without the prior knowledge and/ or information given, in writing to the Authority.
- 10) THAT it shall be lawful for the Lessor, their authorized officials at any reasonable time, to enter upon the demised land with a view to inspect and examine the condition of the same, and the manner of construction of any building, or structure or erection, for the time being under construction, or already constructed or for the purpose of constructing, laying, altering, repairing or maintaining water courses, drains, pipes or electric wires in connection with any adjoining area of the Authority, filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessee by reason of such repairing, laying, altering etc. by the lessor as aforesaid, but the Authority will not be liable to pay any compensation to the Lessee for any damage and / or loss or inconvenience that the Lessee may suffer in this connection. **Access to the Authority staff to the demised land.**
- 11) THAT the Lessee shall not do, or suffer to be done in or upon the demised land, or any part thereof, or in the building or structure that may be erected thereon, any act or thing which shall be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining area or neighboring land or premises. **Causing inconvenience to others**

- 12) Some facilities at the terminal are under construction. Terminal/Port is also used by other occupants/ customers. Lessee will execute construction and thereafter its operation in the demised land in such a way so that it does not affect any activity of the Lessor or its other customers or other occupants of the Gaighat terminal.
- 13) Lessee shall not cause any obstruction to the approach road of Gaighat terminal as also to the internal roads within Gaighat terminal area.
- 14) THAT the Lessee shall, at all times during the said term, be bound to execute to the satisfaction of the Authority and/ or their staff all such work and observe and perform all such rules and conditions which shall appear to the Authority and / or to their staff, or to the sanitary authorities of the district in which the demised land is situated to be necessary or desirable in order to keep the demised land in good sanitary order and condition.
- 15) THAT the Lessee shall also make their own arrangements at their cost for safety and security of the demised land and/ or any building or structure erected thereon by it on the condition aforesaid or any material stored or kept therein.
- 16) The safe berthing of vessels at the jetty will be responsibility of Lessee. Spillage of any material on the demised land or on the river during handling of cargo shall be removed by the Lessee at his cost.

**Maintenance of Sanitary conditions.**

**Safety & Security.**

Notwithstanding above, if in the opinion of the Lessor any such spillage has taken place, the same will be got removed by the Lessor at Lessee's cost.

- 17) THAT the Lessee shall be required to arrange the electricity, water supply etc to the demised land by itself at its costs and expenses, and in doing so will be reasonable for laying electricity/ waterline(s) outside the leasehold land for which the Lessee may obtain necessary written permission from the Lessor in advance.
- 18) Lessee is permitted to use common facilities such as roads, street lighting, etc. provided by the Lessor at Gaighat terminal, Patna. However, charges for use of these facilities will have to be paid by the Lessee to the Authority. As regards other common user charges in respect of conservancy, pilotage, wharfage, etc. the Lessee shall pay the user charges to the Authority as and when levied by the Authority.
- 19) Lesser may also use the facilities which are available to other users in the terminal area outside the leased portion such as transit sheds, RCC jetty, operated by the Lessor/ its agents on payment of user charges as applicable to other users, as may be levied by the Authority from time to time.

**Electricity, Water supply etc.**

**User charges**

- 20) The dedicated liquid bulk cargo handling and storage facility will be utilized for the lessee's dedicated cargo. This structure will be used only for transportation of dedicated cargo of the Lessee and its associated companies i.e. \_\_\_\_\_, \_\_\_\_\_. Prior written permission of IWAI will be obtained by M/s \_\_\_\_\_ for handling similar cargo of any other company of their group i.e. under M/s \_\_\_\_\_

Dedicated cargo means the cargo (raw material or finished goods in the context of production of edible oil in the Lessee's factory) assigned to the lessee for movement from the Patna terminal through Inland Water Transport on National Waterway No. 1.

If it is ever found that a vessel carrying a cargo other than dedicated cargo of the Lessee is loaded/ unloaded using the facility created by Lessee, the lease shall be liable to be terminated without notice.

- 21) IWT vessels of the Lessee may also utilize the bunkering facilities provided by Lessor on payment basis subject to availability.
- 22) On expiry / termination of the lease, it will be lawful for the Lessor to enter into the premises to regain the possession. The decision of the Chairman, IWAI in this matter shall be binding on Lessee and no legal proceeding will lie in any Court of law.
- 23) AND PROVIDED ALSO and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes which may pass through the demised land, and over which buildings or structures may be erected in such manner and shall allow to the Authority, their staff and agents, free access at all times to the said water-pipes.
- 24) THAT, without prejudice to the Authority's other rights reserved under these presents, it is expressly agreed and declared that in case of default in payment of rent and other dues for the demised land within one month from the due date of payment, interest at the rate of 18% per annum will be levied on the outstanding dues from the due date of payment.
- 25) THAT any notice required to be given to the Lessee hereunder, may be served on the Lessee by sending the same through the post, addressed to them at the address above mentioned and shall be deemed to have been duly served on them on the day next subsequent to the day on which it was posted, notwithstanding any provision in any law for the time being to the contrary.
- 26) THAT no portion of the demised land or building or structure, if any, shall be utilized as a piece for any kind of worship or prayer or meeting whatsoever, or converted into any kind of shrine, tomb, temple, church or mosque, however small or insignificant it may be. Area is to be utilized only for the purpose of handling dedicated bulk cargo of the Lessee.

**Construction of culverts over water pipes etc.**

**Interest on outstanding dues.**

**Service of notice.**

**Utilization of the demised land as shrine.**

- 27) THAT the lease deed after registration shall remain in the custody of the Authority. The cost of preparing stamping and registering the lease and incidental expenses of whatever nature, shall be borne by the Lessee, including the cost of a counterpart of a copy, if required by the Lessee. **Custody of the lease.**
- 28) THAT the Lessee shall on or before the execution of these presents, deposit with the Lessor a Bank Guarantee issued by any Nationalised/ Scheduled Bank of India in approved format and equivalent to five percent (5%) of the total rent for 10 years, as security for the due payment of the rent hereby reserved and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. No interest is payable by the Lessor on security deposit. It shall be lawful for the Authority to appropriate said sum or any part thereof as the Authority may at their discretion decide towards the payment of rents or any monies, loss, costs, or damages due to or suffered by the Authority in respect of or arising out of these presents. Should the Authority desire not to exercise the said power of appropriation, then, after the Authority receive back vacant and peaceful determination of these presents, the Authority shall pay over such money, then upon the Authority receiving back vacant and peaceful possession of the demised land at the termination or determination of these presents, any balance not appropriated shall be paid by the Authority to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The Authority shall not be bound to make any such appropriation, and failure to do so at any particular time shall not be deemed to be a waiver. The Authority shall be entitled, without prejudice to the said power of appropriation, to exercise any other rights or remedies which the Authority may in law or under these presents have before making any such appropriation, and may subsequently, after the exercise of any such rights, effect such appropriation. And provided further, that for the purpose of this clause, rent shall mean to include, besides the monthly rent payable at any point of time during the validity of the lease, such municipal rates, cesses and taxes etc. as are leviable at that point of time, notwithstanding anything contained in any other laws for the time being. The Security deposit if submitted in the form of Bank Guarantee for less than 10 years shall be kept valid for the entire period of contract by renewing same atleast 6 months in advance before expiry of the period. **Security deposit.**
- 29) THAT the Lessee shall during the entire term of the lease of demised property maintain the boundaries of the demised area at their own cost. All development work required for performance and installation of dedicated liquid bulk cargo handling and storing facility are to be done by Lessee. Lessee shall faithfully observe and follow all laws, Rules, Regulations, Notifications whatsoever governing the use of the demised land and jetties/ plants/ machinery or structure, if any, erected or built thereon and shall follow the standard norms for construction. **Development of facility at the cost of Lessee.**
- 30) Investment required for creating and operation of the handling system, etc., clearing of spillage shall be arranged by the lessee through his resources and at his cost. Any incremental investment required for

operation of facilities shall also be arranged by Lessee at his cost.

31) If the Lessee wants to erect any structure on land or put on use, it will have to apply for written permission of the Authority, after carrying out requisite studies and investigations through reputed institutions to firm up technical and financial feasibility at their cost.

32) Lessee will ensure the performance standards of the facilities with regard to the terminal handling rates, terminal availability, cargo quality preservation etc.

33) THAT the Lessee shall not exhibit or allow to be exhibited any advertisement or placards or hoarding or other mode of representation on above or within or outside the demised land and/or the building or structure standing thereon or any part thereof, except name boards and signboards of any nature relating to the business of the Lessee itself subject to the Lessee complying with the Municipal, Police or any other laws, Rules or Regulations for the same for the time being in force.

**Exhibition of advertisement etc.**

34) THAT the Lessee shall be responsible for obtaining no objection certification/ license/ registration/ approval/ sanction/ clearance from the appropriate authority as may be required under any statutory provision/ rules and the lessor shall not in any way be liable for the default of the leases on this account.

**Statutory clearances**

The Lessee shall have to take necessary environmental protection measures for which required provision would have to be made by the Lessee.

35) THAT the Lessee shall have to observe, perform and comply with all stipulation and requisitions which may from time to time be made by Government or the lessor or any other authority statutory or otherwise in respect of he demised and/ or the structure/ machineries/ plants/ jetties thereon or any portion thereof respectively.

The Lessee shall have to follow all safety norms as specified by the competent authorities.

36) THAT the Lessee shall not on any account encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the land hereby demised, or upon any other land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this clause, they shall in addition to other rights conferred on the Authority under these presents, be liable to pay to the Authority damages at such rate and for such period as Authority shall in his absolute discretion deem fit and proper. For the purpose of this clause the Secretary, IWAI is to be deemed as arbitrator appointed by the parties; PROVIDED ALWAYS that in the event of any breach of the covenants contained in this clause on the part of the Lessee to be observed the Lessee shall, in addition, hold the Authority harmless and indemnified against any loss, damage, claim or action whatsoever that

**Indemnity.**

the Authority may be put to or the Authority may in anywise incur in any way relating thereto or arising therefrom.

- 37) THAT the lease shall not be automatically renewable. In case the Lessee wants to renew the lease, he shall communicate his intent atleast one year in advance before the expiry of the lease. Decision of the Authority on renewal and terms and conditions thereto will be final and binding.
- 38) THAT the Lessee shall have to ensure proper parking of dumpers, lorries etc. within the demised land so as not to cause any inconvenience or obstruction to movement of vehicles on the main road, approach road and within the Gaighat terminal area.

THAT the Lessee shall not cause any river side obstruction for movement of vessels. Similarly, the lessee shall not cause any land side obstruction so as to obstruct road traffic for vehicles using low level, high level jetties, warehouses or other facilities of the Lessor.

**AND the AUTHORITY hereby covenant with the LESSEE in the manner following: -**

- (1) THAT they will at all times during the said term, pay the owners' share of Municipal taxes payable in respect of the demised land, but not any taxes in respect of the buildings or structures that may hereafter be erected thereon by the Lessee.
- (2) AND that the Lessee paying the rent hereby reserved, and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed, shall and may peaceably and quickly hold the demised land during the term hereby granted, without any lawful interruption or disturbance from or by the Lessor.
- (3) In the event of any disputes or differences in connection with the agreement , the same shall be referred to the Chairman, IWAI. Decision of the Chairman, IWAI shall be final and binding. In case of dispute remains unresolved, Lessee may prefer an appeal to IWAI Board and thereafter to Secretary (Shipping), Govt. of India.
- (4) Courts at Patna and New Delhi shall have the legal Jurisdiction.

**Payment of owner's share of taxes.**

**Peaceful holding of the land by the Lessee.**

PROVIDED ALWAYS and these presents stated upon the express condition that, if the said monthly rent hereinbefore reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether demanded or not), or if the Lessee commits at any time a breach of or fails or neglects to perform or observe any of the covenants, condition laid down in this clause, and on their part to be paid, performed and observed, or if the Lessee, being an individual or individuals becomes/become insolvent or commits an act of insolvency or be adjudicated insolvent or enter

**Resumption of the demised land in default of rent and for other legal disabilities.**

into a composition or arrangement with his or their creditors, or if the Lessee, being a Company or corporate body goes into liquidation or be wound up, whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property and effects, then, and in any of such cases it shall be lawful for the Authority or any person duly authorized by them, without notice at any time thereafter into and upon the demised land or any part thereof, in the name of the whole, to re-enter and the same to have again been re-possessed and enjoyed, as if these presents had not been made, but without prejudice to any right or action or remedy of the Authority in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

PROVIDED further and these presents stated are also upon the express condition that, in the event of the demised land, not being developed by the Lessee and/ or put into use or utilized for the purpose for which the land is demised from the date of commencement of lease, the Lessor shall be at liberty immediately thereafter to resume the demised land, after giving one month's notice, in writing, to the Lessee. In the event of any dispute or difference of opinion as to whether the demised land has been developed and/ or put into use or utilized for the purpose for which the land is demised or not, the decision of the Chairman, Inland Waterways Authority of India, Noida shall be final and conclusive and that for unauthorized occupation it would be dealt with the provision as contained in this Lease agreement. Provided however that the Lessee shall remain liable for payment of all rents, taxes, charges etc. for the period until possession of the demised land is delivered to the Authority by the Lessee.

And it is also hereby agreed and declared that the lessee may at any time of the expiration of the said term upto \_\_\_\_\_ or previous determination under the provision for determination first hereinbefore contained handover the facility created by the lessee to the Authority in good condition at the end of the lease period or if desired by the Authority, remove at their own cost all buildings or structure and fixtures, if any, erected or set up by or belonging to the Lessee on the demised land and all buildings, structures & fixtures and the surface of the demised land shall be restored and leveled by the Lessee at their own costs, as it was at the time of this lease and to the satisfaction of the Authority.

**Transfer of the ownership of the Lessee structure etc. to the Lessor at the expiry of the term or prior determination.**

PROVIDED ALSO and it is hereby also agreed and declared that, notwithstanding anything hereinbefore contained in it, this lease shall be determined by the Authority by at least six months notice in writing under the power in that behalf hereinbefore reserved, the Lessee shall be entitled at any time after such notice and before such determination to give notice in writing to the Authority requiring them to purchase all buildings or structures and fixtures/ erections, erected by the Lessee with the consent and/ or permission of the Authority in writing, as provided in clause-4 hereof and at the time of such six months notice from the Authority, standing and being on the demised land and in purchase such buildings, or structures and fixtures/ erections accordingly (but without any plant or machinery therein or elsewhere upon the demised land whether attached thereto or not) and in the event of the Authority deciding to purchase the buildings, structures and fixtures/ erections as aforesaid, the price

**Compensation.**

to be paid therefore shall be assessed by the Authority.

PROVIDED however, and it is expressly agreed by and between the parties that in the event of the Authority deciding to purchase as aforesaid, if any dispute or difference arises between them as to the amounts of the said price to be paid to the Lessee as aforesaid or as to the matter of ascertainment or calculation of the same such dispute or difference shall be referred to the Arbitration of two independent persons, one to be appointed by each party, with power to the Arbitrators to nominate an Umpire, before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration & Conciliation Act, 1956 or any statutory modification thereof and the said arbitration proceedings shall be governed by the provisions contained in the said Act or any statutory modification thereof, and the decision of such Arbitrators and /or Umpire, as the case may be shall be final and binding on both the parties.

IN WITNESS WHEREOF the Authority have hereunto caused their Seal to be affixed and the Lessee have executed this lease the day, month and year first above written

GIVEN under the Seal of M/s \_\_\_\_\_ by Shri \_\_\_\_\_ and duly signed  
in the presence of Shri \_\_\_\_\_ at \_\_\_\_\_

-----  
**(Lessee)**

Signed sealed and delivered for and on behalf of the Inland Waterways  
Authority of India by their Shri \_\_\_\_\_ in the presence of Shri \_\_\_\_\_

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**(LESSOR)**  
**IWAI**

Witness :

- 1.
- 2.