



**TENDER**  
**FOR**  
**DRY CHARTER OF**  
**5 NOS. SELF PROPELLED GENERAL CARGO VESSELS**  
**OF IWAI WITHOUT MANNING**

TENDER No.: IWAI/CARGO/151/2007-VESSELS DRY CHARTER/2009

February, 2009

**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Road Transport & Highways, Govt. of India)  
Head Office : A-13, Sector – 1, Noida-201 301 (U.P.)



## INLAND WATERWAYS AUTHORITY OF INDIA

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

Head Office : A-13, Sector – 1, Noida - 201 301, Distt.- Gautam Budh Nagar; (U.P.)

Phone : 0120-2521664, 2521704, 2544036; Fax : 0120-2521664, 2543973,

Web site : www.iwai.nic.in ; E mail : iwainoi@hub.nic.in

No: IWAI/CARGO/151/2007-VESSELS DRY CHARTER/2009

Date:

To

**Sub: Tender for dry charter of 5 Nos. Self Propelled General Cargo Vessels of IWAI without manning.**

Ref : Your letter no.

Dated

Sir,

With reference to your letter cited on the above-mentioned subject, please find enclosed herewith one set of tender document for the subject work. You are requested to go through the terms and conditions carefully and also visit / inspect the vessels to familiarize and submit your tender as per procedure explained in the tender document.

The last date for receipt of tender is 17.03.2009 upto 2.00 PM at IWAI, Noida.

Issuance of tender document will not construe that such bidders are automatically considered qualified.

Yours faithfully

Dy. Director



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### NOTICE INVITING TENDER

Tender No. :IWAI/CARGO/151/2007-VESSELS DRY CHARTER/2009

**1. Name of Work: Tender for dry charter of 5 Nos. Self Propelled General Cargo Vessels of IWAI without manning**

2. Inland Waterways Authority of India invites sealed tenders in two parts in separately sealed envelopes superscribing “TECHNICAL AND COMMERCIAL BID – PART – I ” and “ PRICE BID – PART – II ” for dry charter of 5 Nos. Self Propelled Cargo Vessels (1 No. 300 T General Cargo vessel ‘MT Lal Bahadur Shastri’, 1 No. 300 T General cargo vessel ‘MT Homi Bhabha’, 1 No. 300 T Oil Tanker ‘MV Vishweshsariyya’, 1 No. 300 T Container Cargo Vessel ‘MV Rabindra Nath Tagore’ and 1 No. 600 T general cargo vessel ‘MV Rajagopalachari’, of IWAI from bona fide firms fulfilling the Credibility and Eligibility Criteria as enumerated in the tender document and also having valid Trade License and proof of submission of Return of Service tax, I.T and P.F. for last 3 years.

Estimated Cost of the work and EMD requirement are as under:

S.No.	Name of Vessel	EMD	Reserve Price/ Floor Price of dry charter hire charge per month
1	300 Tonnes Self Propelled General Cargo Vessel M.V. Lal Bahadur Shastri	10,000/-	75,000/-
2	300 Tonnes Self Propelled General Cargo Vessel M.V. Homi Bhabha	10,000/-	75,000/-
3	600 Tonnes Self Propelled General Cargo Vessel M.V. Rajagopalachari	20,000/-	1,50,000/-
4	300 T Self Propelled Oil Tanker ‘MV Vishweshsariyya’,	10,000/	75,000/
5	300 T Self Propelled Container Cargo Vessel ‘MV Rabindra Nath Tagore’	10,000/	75,000/

3. Date of sale of bid document : 23.02.2009-16.03.2009  
4. Date & time of pre-bid meeting : 02.03.2009 at 15:00 Hrs. at IWAI,  
A-13, Sector-1, Noida-201301  
5. Last date of submission of tender : 17.03.2009 upto 14:00 Hrs.  
6. Date and time of opening of tender  
(Part-I only) : 17.03.2009 at 15:30 Hrs.

7. Tender document can be purchased by paying Rs. 1,000/- (Rupees One thousand only) in the form of non refundable demand draft in favour of 'IWAI fund' payable at Noida/ New Delhi at any nationalized/ schedule bank from the office of the Deputy Director (Reddy), IWAI, A-13, Sector-1, Noida-201301 on any working day Monday to Friday during office hours between 9.30 hrs. to 18.00 hrs..

8. The tender document can also be downloaded from the IWAI's website "www.iwai.nic.in" Bidders submitting the downloaded version of tender document are required to submit Rs. 1,000/- (Rupees One thousand only) i.e. an amount equal to the cost of tender document along with tender in the form of non refundable demand draft made in favour of 'IWAI fund' payable at Noida/ New Delhi at any nationalized/ schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

9. IWAI reserves the right to cancel one or all tenders without assigning any reason. For further details please contact IWAI office or visit website at 'www.iwai.nic.in'

(SVK Reddy)  
Dy. Director

**Name of Work: Tender for dry charter of 5 Nos. Self Propelled General Cargo Vessels of IWAI without manning**

The complete set of Tender Documents comprises of the following:-

1. Notice Inviting Tender (NIT) - 2 pages
2. Detailed notice inviting tender - 7 pages
3. Technical and Commercial Bid – Part – I (instruction to Bidders) - 12 pages
4. Proforma of Price Bid: Part – II - 1 pages
5. Proforma of Bid Document (Annexure – I) - 1 pages
6. Proforma of Bank Guarantee for Security Deposit (Annexure – II) - 2 pages
7. Running Repair and Maintenance Schedule (Annexure – III) - 4 pages
8. Details of Survey Certificates (Annexure – IV) - 1 page



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### **DETAILED NOTICE INVITING TENDER**

#### **TENDER NOTICE NO. IWAI/CARGO/ 151 / 2007-vessels dry charter/2009**

**Sub: Tender for dry charter of 5 Nos. Self Propelled General Cargo Vessels of IWAI without manning.**

1. Inland Waterways Authority of India invites sealed tenders in two parts in separately sealed envelopes superscribing “TECHNICAL AND COMMERCIAL BID – PART – I ” and “ PRICE BID – PART – II ” for dry charter of 5 Nos. Self Propelled Cargo Vessels (1 No. 300 T General Cargo vessel ‘MT Lal Bahadur Shastri’, 1 No. 300 T General cargo vessel ‘MT Homi Bhabha’, 1 No. 300 T Oil Tanker ‘MV Vishweshariyya’, 1 No. 300 T Container Cargo Vessel ‘MV Rabindra Nath Tagore’ and 1 No. 600 T general cargo vessel ‘MV Rajagopalachari’, without manning from bona fide firms fulfilling the Credibility and Eligibility Criteria as enumerated hereunder and also having valid Trade Licence or registration of company and proof of submission of Return of Service tax, I.T and P.F. for last 3 years.

2. The sealed tenders should super scribe the words “Tender for dry charter of 3 Nos. Self Propelled General Cargo Vessels of IWAI without manning”

**Date of sale of bid document : 23.02.2009 to 16.03.2009**

**Date & time of pre-bid meeting : 02.03.2009 at 15:00 hrs. at IWAI,  
A-13, Sector-1, Noida-201301**

**Last date of submission of tender : 17.03.2009 upto 14:00 Hrs.**

**Date and time of opening of tender (Part-I only): 17.03.2009 at 15:30 Hrs.**

**(i) EARNEST MONEY**

The Earnest Money will be accepted only in the form of a Crossed Demand Draft in favour of ‘IWAI Fund’ payable at Noida/ New Delhi at any nationalized/ schedule bank.

- (a) Rs. 10,000 (Rupees Ten thousand only) for self propelled general cargo vessel MV Lal Bahadur Shastri.
- (b) Rs. 10,000 (Rupees Ten thousand only) for self propelled general cargo vessel MV Homi Bhabha.
- (c) Rs. 20,000 (Rupees Twenty thousand only) for self propelled general cargo vessel MV Rajagopalachari.
- (d) Rs. 10,000 (Rupees Ten thousand only) for self propelled Container Cargo Vessel ‘MV Rabindra Nath Tagore’
- (e) Rs. 10,000 (Rupees Ten thousand only) for self propelled Oil Tanker vessel ‘MV Vishweshariyya’

**(ii) CREDIBILITY AND ELIGIBILITY CRITERIA**

The intending tenderers must fulfill the following pre-qualification criteria:

1. The firms interested in chartering of IWAI’s above vessels must have a good track record and must not have been black-listed by any Government Organization/ PSUs / Statutory Body / Major Ports in course of last 5 years. Bids of such black listed firms will not be considered by the Authority. The intending tenderers must have positive networth as on 31.03.2008. This should be certified by a firm of Chartered Accountants. The tenderer also has to submit banker’s Certificate along with the offer regarding the financial credibility of the firm.
2. The intending tenderers must have proven experience of operating Inland Vessels or Coastal Vessels or transportation of cargo by any mode or in similar / related activities.

Two or more firms interested in chartering of IWAI vessels may also submit joint bid. In such case, all the firms have to submit a memorandum of understanding in the prescribed format enclosed herewith alongwith the joint bid. In that case the lead partner will sign all tender documents.

3. The intending tenderers must have a minimum annual turn over during each of the last 3 (three) financial years, equivalent to 24 (twenty four) months charter hire charge at the Reserve Price / Floor Price level as stipulated in paragraph – 4 of ‘Instruction to Bidders’ to this NIT. If any firm intends to bid for more than one vessel, then the minimum annual turn over will have to be the aggregate of the 24 (twenty four) months’ charter hire charges as above, for the respective vessels.

The financial and technical strength of the bidders or consortium submitting joint bid shall be evaluated after combining financial and technical strength of all the firms.

4. Constituent(s) of the firm of charterer can not be changed during the period of chartering of IWAI's vessels. However, if the same changes for any legal requirement before the completion of subject agreement, the liability and responsibility of contract will rest with the remaining constituent(s) or the successor/assignee of the original constituent(s) with the prior permission of IWAI.
5. The intention for giving these vessels on lease is to operate vessels in National Waterways and particularly in NW-1 and NW-2. Vessels may ply in any Origin-Destination pair within NW-1 i.e. Haldia to Allahabad except exclusive movement between Sagar/Haldia to Kolkata. In the marketing/operational plan, the tenderer may give their intention of plying a particular vessel in NW-1 or NW-2. However, in case the cargo is to be moved from NW-1 to NW-2 or vice versa, specific permission shall have to be taken by the charterer from Chairman, IWAI.

### **(III) PURCHASE OF TENDER / BID DOCUMENT**

1. Tender document can be purchased by paying Rs. 1,000/- (Rupees One thousand only) in the form of non refundable demand draft in favour of 'IWAI fund' payable at New Delhi / Noida at any nationalized/ schedule bank from the office of the Deputy Director, IWAI, A-13, Sector-1, Noida on any working day Monday to Friday during office hours between 9.30 hrs. to 18.00 hrs.
2. The tender document can also be downloaded from the IWAI's website "www.iwai.nic.in" Bidders submitting the downloaded version of tender document are required to submit Rs. 1,000/- (Rupees One thousand only) i.e. an amount equal to the cost of tender document along with tender in the form of non refundable demand draft made in favour of 'IWAI fund' payable at Noida/ New delhi at any nationalized/ schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

Application for purchase of bid document may be addressed to the Deputy Director, Inland Waterways Authority of India, A-13, Sector-1, Noida – 201301 by the intending tenderers in their own letter head along with a payment of Rs. 1,000/- (Rupees one thousand) only in cash or by a crossed demand draft payable to "IWAI-Fund", at New Delhi/ Noida at any nationalized/ schedule bank towards non-refundable cost of tender document. Inland Waterways Authority of India reserves the right to accept or reject any or all of the applications without assigning any reason whatsoever.

#### **(IV) MODE OF SUBMISSION OF BID**

1. The bids should be submitted with covering letters in two parts viz. Part-I and Part-II in separate sealed envelopes duly superscribing clearly “Tender for dry charter of 5 Nos. Self Propelled General Cargo Vessels of IWAI without manning” with the note “QUOTATION TO BE OPENED BY THE ADDRESSEE ONLY” written prominently. The full name, postal address and fax / e-mail address of the bidder shall be written at the bottom left hand corner of each of the sealed envelopes. Further, envelopes containing each part shall be superscribed as under :

PART – I: “TECHNICAL AND COMMERCIAL Bid”

PART – II: “PRICE Bid”

2. Part – I of the tender will be submitted along with the following documents :

- a) Original bid document duly filled in and completed in all respects except prices, signed and sealed on each page as a proof of acceptance.
- b) “TECHNICAL AND COMMERCIAL BID – PART – I” (INSTRUCTION TO BIDDERS) duly signed and sealed on each page as a token of acceptance of the terms and conditions of the charter hire of IWAI’s vessels as contained therein.
- c) Bank Draft / Demand Draft towards Earnest Money.
- d) Documents to establish the credibility and eligibility criteria : -
  - i) Balance Sheet and the Profit & Loss Account together with Tax Audit Report duly certified by a firm of Chartered Accountant for the last three financial years.
  - ii) Memorandum of Association and Article of Association / Partnership Deeds, as applicable.
  - iii) Work experience to establish eligibility criteria.
- e) Receipted copy of service tax return filed with the concerned authority for last 3 years.
- f) Receipted copy of the return of Income filed with Income Tax Authority for last 3 years.
- g) Receipted copy of Return of EPF for last 3 years.
- h) Any additional relevant information to be furnished by the bidder.
- i) A market/operational plan of the vessel proposed to be taken on lease basis with mention of possible origin - destination (O-D) pair(s) in a particular waterway i.e. NW-1 or NW-2.

3. Part- II of the tender will be submitted along with the following:-

- a) Price Bid / Schedule of prices duly filled in, signed and sealed.

**It may please be noted that:-**

- (i) This part will not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only.
- (ii) Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened in the presence of bidders or their

authorized representatives who may like to be present, on a suitable date to be intimated to such tenderers separately later on.

4. Bidders are advised to submit their offers strictly based upon the detail terms and conditions contained in “INSTRUCTION TO BIDDERS” being a part of this tender document and not to stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated in part – I of the tender. IWAI reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.

5. Bids received late at IWAI’s office after the stipulated last date and time for receipt of bids, due to any reason whatsoever will not be considered. Bids shall be adjudged as non responsive due to any of the following reasons:

- (a) Bids submitted after the due date and time.
- (b) Bids submitted without Earnest money, certificate(s) in respect of the financial and technical qualification criteria.
- (c) Bids submitted without documents to establish the credibility and eligibility criteria.
- (d) Bids submitted without receipted copies of VAT, IT and PF Returns from the respective Competent Authority.
- (e) Qualified Price Bid.
- (f) Any other reason as applicable.

6. The highest evaluated offer against any vessel shall normally be accepted for award by IWAI. However, IWAI reserves the right to reject any or all bids or to accept any offer in full or part without assigning any reason, whatsoever.

**(V) BIDDING PROCEDURE / PRICE OFFER**

Brief particulars of vessels which will be given on charter hire have been given under Clause – 4 under Terms and Conditions in Part-I of the Tender Document. The Reserve Price / Floor price against each vessel has also been mentioned therein. The bidders will be required to offer their best rates above the Floor Price only. Offers below the reserve / floor price will not be entertained. Intending Charterers have to apply for chartering of vessels along with the required Earnest Money as stated above. They can apply for chartering of all the three vessels or any number of vessel with required Earnest Money for each of them. However, the highest bid offered by the intending Charterer against a particular vessel will be considered for chartering. Offer for rest of the vessels if not standing highest may be ignored by the IWAI as deemed fit. The Earnest Money against the vessel(s) not standing highest in the offer will be returned to the unsuccessful tenderer(s) only after the successful bidder(s) will take on charter the vessel(s) which stand highest against their bid after completion of all formalities. If any successful tenderer refuses to take the vessel(s) on charter hire after opening of the price bids, the entire Earnest Money of the tenderer for all the vessels will be forfeited without assigning any reason whatsoever. For unsuccessful bidders the Earnest Money would be refunded without any interest within 3 (three) months from the date of opening of the tenders or within one month after finalization of the Charter Agreement with the successful bidder(s) whichever is early.

8. The prospective bidders should also collect, prior to submission of their tender(s), all necessary information on their own regarding: -

i) the present condition of the vessels and their parameters, status of statutory certificates, speed, manpower, fuel consumption, operating cost, etc., from the office of the Director, IWAI, P-78, Garden Reach Road, Kolkata-700043 prior to submission of the tender.

ii) Other related operational and commercial constraints if any, associated with the operation of these vessels in various routes. Intending bidders will be given opportunity to inspect the general cargo vessel(s) at Kolkata / or at any other place enroute in NW - I or NW-2 with their own experts, on mutually convenient dates prior to pre-bid meeting. No excuses will be entertained at a later stage in this regard after submission of the tenders. The intending tenderers are required to please acknowledge receipt of this NIT along with all enclosures and confirm that they will submit their bid within the due date and time.

### 9. GENERAL SPECIFICATIONS:

Sl. Nos.	Name of vessel	DWT (in Tons)	Year of built	Present assessed value (Rs. in lakh)	Type of propulsion
1.	MV Lal Bahadur Shastri	336	2004	252.96	Twin Screw conventional system
2.	MV Homi Bhabha	336	2004	247.83	Twin Screw conventional system
3.	MV Rajagopalachari	625	1988	133.45	Twin Screw Rudder propeller (HRP)
4	MV Vishweshariyya	336	2006	283.98	Twin screw conventional system
5	MV Rabindra Nath Tagore	352	2006	251.65	Twin screw conventional system

Sl. Nos.	Name of vessel Dimensions L x B x D (M)	Loaded Draft (M)	G.R.T. (in Tons)	Total power (BHP)	ME Make & Type	Aux. Engine Make & Type
1.	MV Lal Bahadur Shastri 54.6 X 9.6 X 2.4	1.5 m	426	390	Cummins India Ltd. N-743 TM	Simpson & Co. Ltd. 6.354 2 nos.x 50 KW
2.	MV Homi Bhabha 54.6 X 9.6 X 2.4	1.5 m	426	390	Cummins India Ltd. N-743 TM	Simpson & Co. Ltd. 6.354 2 nos.x 50 KW

3.	MV Rajagopalachari	1.8 m	774	760	MWM V 8 TB243	Cummins 4 B 3.9 2 nos.x 52 BHP
4	MV Vishweshsariyya	1.2 m	426	390	Cummins INDIA LTD.n-743 TM	Simpson & Co. Ltd. 6.354 2 nos. x 50 KW
5	MV Rabindra Nath Tagore	1.2 m	439	390	Cummins India Ltd. N-743 TM	Simpson & Co. Ltd. 6.354 2 nos. x 50 KW

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## TECHNICAL AND COMMERCIAL BID – PART – I

### INSTRUCTION TO BIDDERS

**Tender for dry charter of 5 Nos. Self Propelled General Cargo Vessels of IWAI without manning.**

#### INTRODUCTION

Inland Waterways Authority of India is interested in offering 5 (Five) nos. Self Propelled general cargo vessels for dry charter without manning for a period of 2 (two) years renewable for a further period on mutually agreed terms. During the period of dry charter, successful charterer(s) will have to operate and maintain the vessel(s) with their own manning. All statutory repairs / survey repairs / routine repairs / day to day running maintenance of the chartered vessels are to be carried out by the successful charterer(s) at their own cost and responsibility irrespective of whether the vessels are in operation or not. Vessels are to be operated in National Waterway No. 1 or NW 2.

#### Terms and conditions

##### 1. Definition of Authority

**IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.

##### 2. Definition of Charterer

The 'Charterer' means the successful tenderer meeting the requirement of the tender and its heirs, assigns and administrators etc., unless otherwise specifically expunged in writing.

##### 3. Terms of Charter

Dry charter of five nos. self propelled general cargo vessels of IWAI without manning

##### 4. Vessels

5 (five) nos. of vessels owned by the Authority having the following name and description. All the vessels are in operational state.

<b>Category / Group of Vessels Name and type of vessels</b>	<b>Reserve Price/ Floor Price of dry charter hire charge per month</b>
(a) 300 Tonnes Self Propelled General Cargo Vessel M.V. Lal Bahadur Shastri	Rs. 75,000/-
(b) 300 Tonnes Self Propelled General Cargo Vessel M.V. Homi Bhabha	Rs. 75,000/-
(c) 600 Tonnes Self Propelled General Cargo Vessel M.V. Rajagopalachari	Rs. 1,50,000/-
(d) 300 tonnes self Propelled oil tanker MV Vishweshariyya	Rs. 75,000/-
(e) 300 tonnes self Propelled container Cargo Vessel MV Rabindra Nath Tagore	Rs. 75,000/-

### **5. Month**

A calendar Month or part thereof as per English Calendar.

### **6. Modality of Delivery of the vessel(s)**

After joint inspection of the vessel(s) by charterer and IWAI in presence of Surveyor as indicated in Clause – 15 hereunder, vessel(s) will be handed over to the charterer at Kolkata. Handing over will be effected within 7 days from the date of signing of agreement between the charterer and IWAI, by signing the Protocol of handing over of the vessel(s).

### **7. Modality of Return of the Vessel(s)**

After joint inspection by the charterer and IWAI in presence of surveyor as indicated in Clause – 15 hereunder, vessel(s) will be taken over by IWAI at Kolkata by signing the Protocol of return of the vessel(s).

### **8. Period of Charter**

The period of charter of a particular vessel shall be reckoned from the date of signing of the Protocol of handing over of the vessel(s) on as is where is basis. The vessel(s) shall be treated to remain under charter from the date of signing of Protocol of handing over to the date of return of the vessel(s) to IWAI through signing of Protocol of return of the vessel(s).

### **9. Tenure of Agreement**

The tenure of Agreement will be for 24 months from the date of signing of Protocol of handing over the vessel(s) and the agreement shall automatically terminate immediately upon expiry of its tenure. However, the contract can be determined prior to completion of 24 months' period as per the terms of the Agreement, subject to handing over of the vessels(s) by the charterer to the Authority by signing the Protocol of return. In case the charterer withholds the vessel(s) beyond the period of charter hire as per written agreement between the parties, then with immediate effect, the monthly rate of charter hire will be 200% (two hundred percent) of the original rate of charter hire till the time

the vessel is returned to the owner (IWAI), however, not exceeding 45 days after expiry of the contractual period of charter hire. If the charter still withholds the vessel(s) illegally beyond 45 days after expiry of the contractual period of charter hire, the rate of charter hire shall be 300% (three hundred percent) of the original rate of charter hire till the vessel is returned by the charter to the owner (IWAI). However, with the mutual consent of both the parties the period of charter may be extended suitably not exceeding the total period of charter hire as per the original agreement (24 months). For this purpose a request will have to be given by the Charterer to the Authority at least 3 months prior to expiry of the original period of charter. If the Authority agrees to such extension of the period of charter hiring of the vessel, the hire charges will be increased by such rate and for such period which will be decided by the Authority at its sole discretion. Mere sending of a request to IWAI by the charterer as above will not entail any right whatsoever on the charterer to get such extension and in all such cases, the decision of IWAI shall be final and conclusive in the matter, therefore binding.

**10.** The intending tenderers / Charterers will have to inspect the vessel(s) offered for charter hire by the Authority and will have to arrange repair of such vessel(s) as may be necessary to make same fully operational, at the charterer's own cost and facility and submit their bid accordingly.

### **11 Security Deposit and Performance Guarantee**

The successful tenderer / charterer shall submit separate irrecoverable Bank Guarantee, as per prescribed proforma of IWAI, in favour of the Authority for the fixed amount indicated below towards security deposit for all the Vessel(s) and the said bank guarantee(s) will remain valid till 3 months after return of the vessel(s) by the charterer to IWAI. The said Bank Guarantee with initial validity of 2 (two) years with a further claim period of 3 (three) months is to be submitted to the Authority after issuing of the Letter of Intent to the successful tenderer but prior to handing over of the vessel i.e. within 7 days from the date of issuing of Letter of Intent.

<b>Name of vessel</b>	<b>Amount of Security Deposit</b>
1. MV Lal Bahadur Shastri	Rs. 1.5 lakh
2. MV Homi Bhabha	Rs. 1.5 lakh
3. MV Rajagopalachari	Rs. 3.0 lakh
4. MV Vishweshariyya	Rs. 1.5 lakh
5. MV Rabindra Nath Tagore	Rs. 1.5 lakh

The charterer will have to arrange for revalidation / extension of the bank guarantee as and when required so, by IWAI.

If the Charterer fails to observe any of the terms and conditions of the agreement for dry charter of IWAI's vessel (s), IWAI will be at liberty to forfeit the security deposit by encashment of the bank guarantee in full or part, at its sole discretion and without making reference to the charterer. The approved proforma for bank guarantee towards security deposit is enclosed as Annexure – II hereto.

## **12. Hire Charges**

The charges for charter hire of each vessel shall be calculated on monthly basis i.e. on Time Charter basis. If the number of days of charter in a calendar month is less than 15 days, the hire charges will be paid for 15 days calculated on pro-rata basis. In case the number of days of charter in a calendar month exceeds 15 days, the hire charges for the full month will be payable by the charterer. Post dated cheques are to be submitted by the charterer for the entire period of the agreement before handing over the vessel to the charterer.

## **13. Termination of Contract**

The Agreement shall automatically terminate on expiry of its tenure as mentioned in clause-9 above. However, in case of any failure on the part of the charterer or the Authority to abide by any of the terms and conditions of the Agreement or otherwise, both the parties will be at liberty to terminate the Agreement by giving 3 months' notice in writing to either party. Furthermore, in cases where the Authority has determined that the Charterer has not abided by the terms and conditions of the Agreement which, inter alia, include dishonour of post dated cheque(s) (PDCs) and any further continuation of the agreement would be detrimental to the interest of the Authority, the Authority shall be entitled to terminate the Agreement by giving one month's Notice in writing for remedial action to the Charterer failing which agreement for charter hire will stand terminated automatically on expiry of the one month's notice period and the vessel(s) will be returned by the charterer to IWAI forthwith, failing which the charterer will have to pay charter hire charges at the same enhanced rate and manner as has been stipulated in Clause – 9 above.

**14.** In case of any order for acquisition of vessels as may be issued by the Central or State Government(s) for national requirement of emergent nature or otherwise, the Authority shall take possession of the vessel(s) forthwith without giving any notice to the charterer. However, on completion of such national requirement, the vessel(s) will again be handed over by the Authority to the Charterer for the remaining period of the term of the agreement. The period for which the vessel will be withdrawn on such an eventuality, will not be counted towards the term of the agreement.

**15.** After issue of the Letter of Intent by the Authority accepting the offer of the successful tenderer for charter hire of the vessel(s) and after submission of the Bank Guarantee towards Security Deposit by the successful tenderer but prior to signing of the protocol of handing over of the vessels, the vessel(s) will be jointly inspected by the authorized representatives of the successful charterer(s) and the Authority alongwith the approved Marine / Ship Surveyor for determining the physical condition(s) of the vessel including structural / mechanical / electrical / electronics/ outfitting and other appurtenance including on board stores and spares and stock of POL, if any, expenditure for such "hire-on" inspection shall be borne by the concerned successful tenderer / charterer and general condition of the vessel will be recorded under joint signatures of the accredited representatives of both the parties. Similarly, on completion of the contractual period of charter hire or earlier determination of the agreement if any, prior to

taking over of the vessel(s) by IWAI, vessel(s) will be jointly inspected by the charterer and the Authority alongwith the approved Marine / Ship Surveyor for determining the physical condition(s) of the vessel(s) including structural / mechanical / electrical/ electronics/ out fitting and other appurtenance including on board stores and spares and stock of POL, if any, expenditure for such “hire-off” inspection shall be borne by the Authority and general condition of the vessel will be recorded under joint signatures as above.

**16.** The charterer will allow the Authority and extend all facility to the Authority to carry out periodical joint inspection of the vessel(s) on every six monthly basis and such inspection will be carried out by the authorized representative of charterer(s) and the Authority for determining the physical condition of the vessel(s). Furthermore, the Authority shall reserve the right to inspect any vessel at any time at any place and the charterer will be bound to extend all his cooperation to the Authority for this purpose.

## **17. INSURANCE**

The successful tenderer / charterer shall arrange to insure the subject vessel (s) at their present cost in the name of the Authority immediately on signing of Protocol of handing over of the subject vessel(s) to cover all risks i.e. fire, theft, damage (partial or full), riots, natural calamity / accident/ otherwise including any claim payable to any third party against total / partial loss or damage arising out of any situation contingent on plying and/or mooring of the vessel on river and /or terminals and/or any other places where the vessel (s) may be repaired or kept or situated for such purpose from / on the date of signing of the Protocol of handing over, for the value as will be estimated by the Authority with the assistance of a registered/ recognized independent Valuer / Surveyor. The Insurance Policy shall be kept valid for the entire period of charter hire commencing from the date of signing of Protocol of handing over till the date of signing of Protocol of return / taking over of the vessel. Furthermore, during repair of such vessel(s) the said insurance policy would be renewed from time to time with enhancement in the value of the insurance policy matching with the cost incurred for repair of the vessel(s) as will be determined by the Authority with the assistance of an Independent recognized Surveyor / Registered Valuer. This policy shall remain in force till return of the vessel(s) to the Authority through signing of the Protocol of return. The Insurance Policy will be issued in favour of the Authority, being the legal owner of the vessel(s) and the original policy will be submitted to the Authority by the charterer within 10 (ten) days of signing of the Protocol of handing over. Such insurance policy shall be kept in force by renewals from year to year or for such period as may be necessary and the endorsements issued by the Insurance Company for such renewals from time to time will be submitted in original by the charterer to the Authority, prior to expiry of the validity of the Insurance Policy. The Insurance Policy shall be obtained from any Nationalised Insurance Company.

**18.** Intending tenderer(s) shall quote the net hire charge for each vessel per calendar month which they are agreeable to pay to the Authority after taking into consideration the cost of repair, maintenance and upkeep of the vessel(s), operational cost, cost of Insurance etc., all survey fees and such other costs and expenditures which may be incurred by the charterer during the entire period of charter hire of the vessel(s) which will have to be borne by the charterer. The hire charges will be effective from the date of

signing of the Protocol of handing over of vessel(s) till the date of the signing of the Protocol of return of the vessels by the Charterer to the Authority.

### **19. Earnest Money (interest free)**

The Tenderers will have to submit the Earnest Money Deposit for the amounts indicated below alongwith their offers/tenders. No interest will be payable on earnest money deposit.

- (a) Rs. 10,000 (Rupees Ten thousand only) for self propelled general cargo vessel MV Lal Bahadur Shastri
- (b) Rs. 10,000 (Rupees Ten thousand only) for self propelled general cargo vessel MV Homi Bhabha
- (c) Rs. 20,000 (Rupees Twenty thousand only) for self propelled general cargo vessel MV Rajagopalachari
- (d) Rs. 10,000 (Rupees Ten thousand only) for self propelled Oil tanker vessel MV Vishweshsariyya
- (e) Rs. 10,000 (Rupees Ten thousand only) for self propelled Container Cargo Vessel MV Rabindra Nath Tagore

The EMD will have to be submitted in the form of Bank / Demand Draft drawn in favour of 'IWAI Fund' payable at New Delhi/ Noida at any nationalized/ schedule bank. The EMD will be refunded without any interest to the successful tenderer after submission of Security Deposit and Insurance Policy as mentioned at Clauses 11 & 17 above. For the unsuccessful tenderer(s), the EMD will be refunded without any interest within 3 (three) months from the date of opening of tenders or within one month after date of finalization of the Charter Agreement with the successful bidder(s), whichever is early.

### **20. Statutes, Maintenance and Operation of the vessel(s)**

The successful Charterer shall abide by all the Statutes in force from time to time during the pendency of agreement, either Central or State or by any Autonomous Body or by Local Self Government having bearing on ownership, maintenance, upkeep and otherwise of the vessels.

**21.** The successful charterer shall bear all expenses to comply with the requirements of the Statutes in force from time to time including rates, levies, tolls, taxes and any other imposts.

**22. a)** The successful charterer shall maintain and cause to maintain the vessel(s) in every respect at their cost. Such maintenance shall cover repair and up keeping of the vessel(s), its structure, machinery, equipment, fittings, paintings etc. and any other expenditure as may be required from time to time to keep the vessel(s) operational, safe and secure. This will include but not limited to the "Running Repair and Maintenance Schedule including Machinery, Stern Gear, Equipment etc. for general cargo vessels" as enumerated in Annexure – III of these tender documents.

**b)** In the event the charterer has to arrange for statutory dry docking survey repair of any of the general cargo vessels to be conducted once in every 3 years, during the period of 2 (two) years' charter hire of respective general cargo vessel the charter hire charge for the exact period of such statutory survey repair plus 2 (two) weeks time for preparatory works, however subject to a maximum of 2 (two) months will be waived by IWAI. However, all cost relating to such statutory survey repair will borne by the charterer. Further the period of charter hire will be extended by IWAI by the same period as above at the existing terms and conditions of charter hire of the respective general cargo vessels. For the purpose of availing of the waiver of charter hire charges and extension of charter hire period as above, the charterer will have to give proper notice to IWAI in writing at least 7 (seven) day's prior to scheduled date of commencement of statutory survey repairs. Immediately after completion of the survey repair and immediately after completion of the same and shall also submit to IWAI the True Copy of the Statutory Survey Certificate issued by the competent authority to avail of such waiver of charter hire

**23.** The vessel(s) will be handed over to successful tenderer/charterer without manning in terms of the written agreement between the charterer and the Authority for charter hire of IWAI's vessel(s). The successful tenderer /charterer shall bear all expenses to be incurred for operation of vessel(s) including the cost of fuel oil and lube oil, marine gears, stores and safety gears / devices, communication equipment etc., required for operation of the vessel(s). Under no circumstances, the Authority shall bear any charges on these accounts.

**24.** The successful Charterer shall obtain requisite license and/or clearance certificate and /or permit issued by concerned Authorities for operation of the vessel(s). The cost of handing over of the vessel to the Charterer by the Authority and the cost of taking over of the vessel (s) by the Authority on completion of the period of the contract and /or earlier determination of the contract (except the cost of "hire-off" joint inspection with Surveyor as indicated in Clause – 15 above as well as vide Sl. No. 1 of Annexure - III) shall be borne the Charterer. All documentation as necessary for this purpose will be prepared and made ready by the Charterer as indicated in the Annexure – III.

**25.** Cost of marine diesel oil and lubricants which will be with the vessel(s) during handing over the vessel(s) to the successful tenderer/chaterer will have to be reimbursed by the charterer to the Authority separately on the basis of the joint Survey as indicated in Annexure – III. Unit rate of marine diesel and different types of lubricants as mentioned above will be the purchase rate of the Authority. Similarly cost of the marine diesel and lubricants which will be with the vessel(s) at the time of taking over the vessel by the Authority will also be reimbursed by the Authority to the charterer at the purchase rate of Authority at the relevant period of time.

**26.** The successful tenderer/charterer shall arrange for Registration (as necessary), all necessary survey, LSA and FFA of each vessel at their own cost and responsibility. Under no circumstances, name and ownership of the vessel can be changed for such Registration and survey work. On demand, the charterer will submit to the Authority true copies of all relevant documents at the first instance.

**27.** The successful bare-boat charterer shall deploy and keep adequate number of certified crews on board the vessel at all times as per the requirement IWT / Marine Rules. The charterer shall also submit to the Authority the detail bio-data of all the certified crew posted on the vessel at an interval of 3 months / or whenever any change is effected, which ever is earlier.

**28.** The successful Charterer shall bear all charges of KoPT / IWT-WB / IWAI / Farakka Barrage / IWT-Assam, etc. in connection with the conservancy, pilotage, berthing charges, Port dues etc. for operation of the vessel(s) during the period of the charter hire and must clear all outstanding dues without fail. The charterer will have to furnish an Indemnity Bond as per Authority's prescribed proforma to indemnify the Authority against any outstanding dues of the aforesaid authorities during the entire period of charter hire. The bank guarantee for security deposit to be furnished by the successful tender/charter hire, after recoveries if any, will be released only after the charter obtains 'No-Dues' certificates from the respective authorities and submit same to the Authority.

**29.** Each vessel given on charter shall be used as Inland vessel for the purpose, as designed under the Inland Vessel Act, 1917 as amended upto date. The vessel shall be operated as per the Least Available safe draft in the various Rivers and navigational channels as published by IWAI, KoPT and other concerned Authorities. Under no circumstances, the charterer shall carry any load beyond the registered capacity of the vessel(s), neither they shall carry any explosive materials, chemicals and /or contraband / disbanded materials in the vessels of the Authority given on charter. The vessels shall be used as designed as general cargo vessel only and no deck load will be allowed to be carried on these vessels. Operator shall get the verification done for bonafide cargo and overloading by concerned official of IWAI after every loading.

Necessary stability calculation with deck cargo, stowage plan and necessary permission for carrying of deck load as above from the competent authorities will have to be arranged by the successful tenderer / charterer and the Authority will not be responsible or liable in any manner whatsoever in this regard.

**30.** The charterer shall not make any addition / alternation of any kind whatsoever in the vessel without prior written and express permission of the Authority.

**31.** The successful tenderer / charterer shall be solely responsible for securing own cargo, transportation, loading and unloading etc. thereof. The Charterer shall be solely responsible for any damage to and/or shortage of cargo carried in the Authority's vessel(s). The Authority shall not be responsible under any circumstances and in any manner whatsoever for any loss and / or damage to the cargo.

### **32. Subletting**

Subletting of the vessels by the charterer will not be allowed under any circumstances. Sub-letting or any attempt for sub-letting of the vessels will be considered as a major violation of the terms and conditions of the agreement between the charterer and IWAI and shall entitle IWAI to take possession of the vessel(s) forthwith.

### **33. Charterer to be responsible for any loss or damage**

During the period of charter, the charterer shall be solely responsible to compensate for any loss or injury including any unfortunate event of fatal injury caused to any crew of the vessel as per relevant Compensation Act / Rules applicable in such cases. In case the vessel meets with any accident during the period of charter, the Charterer shall be liable to compensate the Authority for any loss on this account in case the insurance claim settled by the insurance company, if any, falls short to meet the total expenditure to repair and recommission the vessel to the entire satisfaction of the Authority. The charterer shall assist IWAI to lodge claim to the Insurance Company in terms of the policy. The Charterer shall be liable to abide by all Acts, Rules and Regulations etc., applicable for operation of vessel.

**34.** The successful Charterer shall pay and cause to pay any fine, penalty, levy or any other charges imposed, in any form whatsoever under Statutes, arising out of any action or actions on the part of the Charterer or their agents, crews, representatives etc. for any violation of Statutes. The Charterer shall indemnify the Authority, in all such cases against any financial charges, preventive or punitive actions or any other consequence which may follow from such violation on the part of the Charterer in India as well as in any foreign country where the general cargo vessel(s) may ply and submit an Indemnity Bond to this effect as per the Authority's prescribed proforma within 15 days of signing of the Protocol of handing over of the vessel(s).

**35.** The successful Charterer will follow and observe all the existing Rules, Procedures, Enactment as imposed by the State Government and Central Government or any Statutory Authority/ Authorities as well as those which may be enacted / imposed in future in India as well as in any foreign country where the general cargo vessel(s) may ply.

**36.** The successful tenderer/Charterer will be liable for all Statutory payments when the vessels will remain under charter and all such documents of payments will have to be furnished to the Authority regularly at an interval of 3 (three) months in India as well as in any foreign country where the general cargo vessel(s) may ply.

**37.** The intention for giving these vessels on lease is to operate vessels in National Waterways and particularly in NW-1. Vessels may ply in any Origin-Destination pair within NW-1 i.e. Haldia to Allahabad except exclusive movement between Sagar/Haldia to Kolkata. However, in case the cargo is to be moved from NW-1 to NW-2 or vice versa, specific permission shall have to be taken by the charterer from Chairman, IWAI.

**38.** During operation of the IWAI's vessels taken on charter hire, the Charterer(s) will have to use IWAI's terminals and other officially permitted jetties / terminals under the law and as per Indo – Bangladesh Protocol wherever available, for loading and unloading of cargo. Charterers (s) are allowed only to load / unload without damaging vessel and handling equipment.

**39.** Before sailing of Authority's vessel to any destination, it will be the sole responsibility of the Charterer to examine the availability of necessary water draft for the vessel for safe voyage and to avoid any agrounding. Cost of damage to the vessel for agrounding is to be reimbursed by the Charterer to the Authority in addition to the hiring charges of vessel during the period of agrounding. Cost of damage will be decided jointly by the Charterer and the Authority alongwith the approved Marine / Ship Surveyor. The Charterer shall inform and update the Authority about the location of the vessel, its status on weekly basis and trip-to-trip basis. In case of any falsification IWAI reserves the right to take any action as deemed fit and necessary to the extent of forfeiting the Security Deposit and /or early determination of the agreement of charter hire as this will be considered as violation of the terms and conditions of the said agreement.

**40.** The bare-boat Charterer shall be responsible for all liabilities of his crews on board the vessel. And no crews below the age of eighteen years shall be engaged on the Authority's vessel(s) for any purpose whatsoever. The crews so appointed should have requisite experience of operating such vessels.

#### **41. Return of Vessel(s)**

On completion of tenure of charter, the vessel (s) will have to be returned by the Charterer(s) to the Authority in running / operating condition with all machinery, equipment, fittings, stores, etc. as was prevailing as per joint inspection report stated in Annexure – III as well as additional item / equipment provided on board during the tenure of charter.

**42.** If as a result of such inspection as at paragraphs 15 and 41 above, there appears no variation (except normal wear and tear and normal corrosion of steel structures and plates), the Authority shall accept the vessel (s) and shall convey such acceptance in writing by signing the Protocol of taking over on physical delivery of the vessel by the Charterer to the Authority. This taking over of the vessel(s) shall be reckoned from the date of signing of the Protocol of taking over of the vessel (s) by the authorized representative of the Charterer and the Authority.

**43.** The charterer shall be liable for any damages caused by / to the vessel due to any action of his crew or representative and will have to make good the loss / damage. IWAI will not be responsible in any way whatsoever for such damage caused by / to the vessel. The maximum period of repair for this purpose will be mutually decided and allowed upto a maximum period of 15 days beyond which the charter will be required to pay the monthly charter hire charges in any case.

#### **44. Force Majeure**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure condition lasts. The cost and loss sustained by either party shall be borne by the respective party. The term "Force

Majeure” as employed shall mean acts of God, war, revolt, riot, fire (not caused by negligence of the Charterer’s employees), sabotage, strike (when the same is not limited or attributable solely to Charterer’s employees) and cyclone. Time of performance for the specific activities affected by such Force Majeure directly shall be extended suitably provided always that upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, to perform his duty as per Contract shall notify the other party in writing immediately but not later than 48 ( forty eight) hours of alleged beginning and ending thereof, giving full particulars thereof and satisfactory evidence in support of his claim. Failure to do so may liable the party being denied of the shelter of the Force Majeure Clause.

The period of charter hire will be suitably extended by IWAI for the period of operation of Force Majeure clause including a further mobilization period not exceeding 7 (seven) days, at the existing terms and conditions of charter hire.

If the work is suspended by Force Majeure condition lasting more than a week, the parties to the Contract shall hold discussion to resolve the situation to mutual benefit within the terms and conditions of the agreement signed between the parties.

**45.** Penalty for non execution of scheduled maintenance / running repair of the vessel as indicated in Annexure- III will be imposed on the Charterer and cost for non execution of the same will be decided by the Authority. The cost of the same will be deducted / adjusted from / with security Deposit.

#### **46. Arbitration**

In the event of any dispute between the Charterer and the Authority in connection with or arising out of the Agreement between the parties, the same shall be referred to Arbitration as per the Arbitration and conciliation Act, 1996 as amended upto date for adjudication of the disputes. The Award of the Arbitrator(s) shall be final and binding on both parties including any notification or alteration. The arbitration shall be held in the city of Delhi under the jurisdiction of Delhi High Court.

#### **47. Jurisdiction**

All disputes in connection with and arising out of the agreement between the parties shall be resolved within the jurisdiction of the Hon’ble High Court at Delhi. Both the Charterer and the Authority shall give a specific confirmation to this effect in the written agreement to be signed between the parties.

N.B. – Tender completed in all respect should reach to the office of the Deputy Director (R), Inland Waterways Authority of India, A-13, Sector-1, Noida-201301 not later than 14:00 hrs. on 17.03.2009 in two separate envelopes containing each part as mentioned below :

PART - I “TECHNICAL AND COMMERCIAL BID”

PART – II “PRICE BID”

The tender except the Price Bid (Part II) will be opened at 3.30 PM on 27.2.2009 in presence of the intending tenderer(s) or their authorized representative(s) who desires to be present. However, price bids of only those tenderers, whose technical and commercial proposals are complete and acceptable, shall be opened in the presence of intending tenderers or their authorized representatives on a suitable date to be intimated separately later on.

#### **48. Signing of Agreement**

The successful tenderer(s) will have to enter into a written agreement with the Authority on a non-judicial stamp paper of appropriate value, incorporating all the above terms and conditions of charter, the monthly hire charges agreed upon running repair and maintenance schedule as per Annexure - III and such other terms and conditions as may be discussed and settled mutually. The Protocol of handing over will be signed and physical possession of the vessel (s) will be given to the Charterer after signing of this Agreement and also after submission of the Bank Guarantee as stated in clause – 11 above.

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*(To be submitted in the letter head of the tenderer containing address of Registered Office, telephone and fax numbers)*

**PART - II: PRICE BID**

TENDER NO. IWAI/CARGO/151/2007-VESSELS DRY CHARTER/2009

**Sub: Tender for dry charter of 5 Nos. Self Propelled General Cargo Vessels of IWAI without manning.**

Name & Address of intending Tenderer  
(To be filled in BLOCK CAPITAL LETTERS)

We offer our monthly Charter Hire charges against each vessel / vessels as mentioned below  
(To be mentioned both in figures and words).

<b>Sl. No. Name and Type of the vessel</b>	<b>Monthly Charter Hire Charges for each Vessel without manning</b>
1. MV Lal Bahadur Shastri	(in figures) Rs. .... (in words) (Rupees ..... .....).
2. MV Homi Bhabha	(in figures) Rs. .... (in words) (Rupees ..... .....).
3. MV Rajagopalachari	(in figures) Rs. .... (in words) (Rupees ..... .....).
4. MV Vishweshariyya	(in figures) Rs. .... (in words) (Rupees ..... .....).
5. MV Rabindra Nath Tagore	(in figures) Rs. .... (in words) (Rupees ..... .....).

Signature alongwith name and Designation:  
Name and address of Firm / Intending Tenderer :  
Office Seal:  
Date:

**ANNEXURE – I**

***(To be submitted in the letter head or the tenderer containing address of Registered Office, telephone and fax numbers)***

To  
The Deputy Director  
Inland Waterways Authority of India  
A-13, Sector-1  
Noida - 201301

Dear Sir,

**Sub. :** Tender for dry charter of 5 Nos. Self Propelled General Cargo Vessels of IWAI without manning

We, ..... having read the Notice Inviting Tender No. TENDER NO. IWAI/CARGO/ VESSELS DRY CHARTER/ 2009, detail terms and conditions of tender and all other documents / instructions forming part of the tender document and having understood the same as well as after due inspection of the vessel(s) and having satisfied ourselves about the same, hereby submit our offer for Charter hire of following self propelled general cargo vessels of IWAI

- 1.
- 2.
- 3.
- 4.
- 5.

(Tenderers to indicate the name / names of the vessel / vessels intended to be taken on charter hire by them).

**Part – I**

Containing the original bid document duly signed and stamped in each page, bank / demand draft towards Earnest Money deposit and all other documents as per the NIT but without the price bid. Also the “proposed deviations in the stipulated terms and conditions of the tender” has been submitted in a separate sheet or paper duly signed and stamped. (Please delete if not applicable).

**Part – II**

Price Bid

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an on behalf of  
M/s .....((Name and address of firm)  
Telephone nos.....FAX No.....

Witness :

Signature.....

Name : .....

Address .....

Telephone nos.....

**ANNEXURE – II**

**BANK GURANTEE FORMAT FOR SECURITY DEPOSIT**

To,  
The Chairman,  
IWAI,  
Noida

In consideration of the Authority (Inland Waterways Authority of India) acting through its Chairman having agreed to exempt, \_\_\_\_\_ hereinafter called “the Charterers” from the demand, under the terms and conditions of an agreement No. \_\_\_\_ dated \_\_\_\_\_ entered between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ the work \_\_\_\_\_ hereinafter called the said “Agreement” of Security Deposit for the due fulfillment by the said charterer of the terms and conditions in the said agreement, on production of the Bank Guarantee of Rs. \_\_\_\_\_ for the due observance and performance of the terms and conditions of the said agreement, we \_\_\_\_\_ bank, a banking company within the meaning of Banking Regulation Act, 1949 and having its registered office at \_\_\_\_\_ at the request of the charterer hereby irrevocably and unconditionally guarantee to the Authority to pay an amount of Rs. \_\_\_\_\_ on demand 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 Charterer of any of the terms and conditions contained in the said Agreement.

1. We the bank do hereby undertake to pay \_\_\_\_\_ the amounts due and payable under this Guarantee without any protest or demur, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Charterer. 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. \_\_\_\_\_.
2. We, the bank hereby, in pursuance of the terms of the said Agreement absolutely, irrevocably and unconditionally guarantee as primary obliger and not merely as surety the payment of an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Authority to secure due and faithful performance by the Charterer of all his / their obligations under the said Agreement.
3. We, the Bank undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Charterers in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Charterer shall have no claim against us for making such payments.

4. We, the bank, do hereby agree that the decision of the Authority as to whether the Charterer has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Agreement and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.
5. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:
- a) the Guarantee herein contained shall remain in full force and effect for a period of \_\_\_\_\_years from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Charterer and accordingly discharged this Guarantee.
  - b) 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 of any obligations by the said Charterer 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 Charterer and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Charterer or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said Charterer or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
  - c) any claim which we have against the Charterer shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
  - d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Charterer.
  - e) This Guarantee will not be discharged due to the change in the constitution of the bank or the Charterer.
  - f) We the Bank undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
6. This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by the Authority. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_only) and unless a claim in writing is lodged with us within \_\_\_\_\_ months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the \_\_\_\_ day of \_\_\_\_\_ 2009

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**RUNNING REPAIR AND MAINTENANCE SCHEDULE INCLUDING MACHINERY, STERN GEAR, EQUIPMENT, ETC. FOR GENERAL CARGO VESSELS.**

1. Prior to commencement of the contractual period of charter hire, a joint inspection would be carried out by the Charterer's representative and IWAI's representative along with the approved Marine / Ship Surveyor and each & every movable and immovable item on board the vessel will be accounted for and recorded under joint signature and their general conditions noted for record. The cost of this joint "hire-on" inspection and cost of surveyor would be borne by the Charterer. Similarly at the end of the contractual period of charter hire, the aforesaid lists shall be cross checked through another joint "hire-off" inspection by the Charterer's representative, IWAI's representative and the approved Marine / Ship Surveyor. If any item is found to be missing or in a condition that cannot be attributed to normal wear & tear compared to the condition in which it was handed over, the cost of such loss / damage to the property shall be assessed by IWAI as per schedule / prevailing rate. The cost as assessed by IWAI will have to be paid by the charterer to IWAI without any demur, otherwise the same shall be recovered from the security deposit made by the charterer with IWAI. The cost of this "hire-off" joint inspection would be borne by the IWAI. In both the aforesaid cases, the approved Marine / Ship Surveyor will be appointed by the Authority.

2. At the time of handing over of the vessel(s) to the charterer, a joint inspection would be carried out with regard to consumables (especially fuel oil and lubricants) and recorded. The cost of fuel oil and lubricants available on board the vessel at the time of taking over the vessel by the charterer will have to be reimbursed by the charterer to IWAI at the prevalent market rates.

3. General maintenance and upkeep of the vessel shall cover the following aspects, which shall be duly considered while submitting the price bid. It should be clearly understood that the list indicated below is only indicative and not exhaustive. All jobs which are of routine, general maintenance and upkeep in nature will be on account of the charterer and IWAI will not have any financial liability whatsoever for the same.

(a) All exposed steel plates and structures in the hull, decks, super-structure, bulk- heads, casings, pipelines, bilges, stairs, vent pipes etc. including the outside hull up to the load water line of the vessel will be required to be scraped / cleaned in rusted area and primer to be applied regularly at the interval of every 6 (six) months and touched up with 1 (one) coat of primer and 2 (two) coats of finishing paint. Such paints shall be procured from reputed manufacturers like Berger, Shalimar, Jenson & Nicholson, ICI, etc.

(b) All bilges are to be regularly cleaned and it is to be ensured that there are no solid particles inside the bilges at any point of time. All tanks are to be regularly checked and inspected for leak proofness and all fittings such as cocks, gauges, glasses, valves etc., are to be repaired and maintained as necessary.

(c) The entire accommodation, passage, decks, alleyways, engine room, floors, Ford. and Aft. stores space, store galley, bathroom & toilets including steering compartment to be cleaned of all rubbish / garbage at all times. All lights, fans, door locks, taps, basin, sink to be kept in working condition at all times.

(d) Necessary repair of the fender should be undertaken as and when required for efficient and safe operation of the vessel.

(e) **MAIN ENGINES AND THE ALTERNATOR ENGINES**

Main propulsion engines and alternator engines are to be checked and all consumable to be renewed / replaced as necessary.

Filter elements are to be changed simultaneously at the time of replacement of lub oil. Fuel oil filter to be changed after every 800 hours of running. Indicator testing to be done after every 500 hours of running. Cylinder head valve grinding to be undertaken after every 500 hours of running. Air cleaner element to be cleaned after 100 hours running. In addition

(i) L.O. filter elements to be renewed after every 250 hours running.

(ii) Draining and renewing of L.O. to be done after 250 hours running.

(iii) Injector calibration and testing to be done after every 1000 hours of running.

(iv) Tightening of cylinder head nuts to be carried out after every 150 hours of running.

(v) De-carbonising of cylinder head valve grinding and fuel injector pump to be done after every 1500 hours of running.

(vi) Top overhauling to be carried out after every 3000 hours of running.

Periodical calibration of fuel pump and injectors, de-carbonisation of exhaust units and replacement of all running spares at appropriate time to be carried out regularly. A log book is to be maintained in engine room specifically for this purpose and entries to be made regularly for the inspection of IWAI's representative at any point of time. Heat exchangers are to be regularly checked, cleaned and descaled as per requirement including replacement of the cool as necessary. Pumps and all other equipment are to be maintained regularly for their proper functioning.

(f) **GEAR BOXES**

Gear Boxes are to be maintained regularly and the lub oil pressure and temperature to be entered into log book during inspection twice everyday. Lube oil also to be drained/ cleaned and refilled with new lub oil after every 1000 hours of running. Lub oil filter elements to be changed after every 500 hours of running.

**(g) AIR COMPRESSOR SYSTEM**

The Air Compressors are to be checked regularly for air tightness of valves, pipelines and air bottles etc.

**(h) STERN GEAR**

Stern Gears are to be regularly checked, stern glands to be attended as required and proper cooling of stern gear system to be ensured. Leakage of stern tube oil to be checked and remedial actions to be taken at the first instance. The machinery as indicated above are to be checked twice a day and the condition entered into log book kept in the Engine Room for scrutiny of IWAI's representative. If at any point of time, it is observed that any of the above machinery is not behaving properly or if any unusual observation is made which is not attributable to regular routine maintenance and upkeep, then the same is to be brought to the notice of IWAI at the first instance. The cause of abnormal behavior is to be analyzed jointly with IWAI's representative(s) and corrective action to be initiated by the Charterer at the earliest.

All pumps in the engine room mainly cooling pumps, bilge pump, G.S. pump, transfer pumps, fire pumps etc. shall be periodically checked and maintained for ensuring their proper functioning during operation.

**(i) ELECTRICAL EQUIPMENT**

All Electrical Equipment namely Main Switch Board, panel boards, consoles, electric motors, gallery equipment (Electrically Operated) and all other electric fittings including domestic appliances shall be checked and maintained periodically to ensure their proper functioning. Record of insulation to be furnished to IWAI at the interval of every 6 (six) months.

**(j) DECK MACHINERY**

All Deck Machinery namely windlass, capstan, davit, ventilation fan etc. shall be regularly checked for preventative maintenance. Some of these items which may not be regularly used, will be subjected to periodical drill to check proper functioning of the same.

**(k) STEERING GEAR**

Regular check of Steering Gear unit shall be carried out. Change of hydraulic oil, repair and maintenance of hydraulic valves, rudder angle indicator, pipelines, cleaning of filters etc. shall be undertaken periodically to ensure normal operation of the vessel as necessary.

**(l)** Underwater repair/dry docking of the vessel will be responsibility of the charterer during the entire contractual period of charter hire as per agreement.

**(m)** Charterer should furnish to IWAI record of engine room log, bridge log and record of maintenance and repair (both engine side and deck side) of each vessel on monthly basis.

4. The charterer shall Insure the vessel(s) for all risks that may be involved in undertaking the various operations for which the vessel shall be deployed and IWAI shall not be liable against 3<sup>rd</sup> Party claims or any claim whatsoever.

At the time of return / taking over the vessel(s), joint inspection will be carried out before handing / taking over including under water inspection by the drivers in presence of Charterer's representative, IWAI's representative along with IWT surveyor/ Government Surveyor for an assessment of general condition of the vessel, various machinery and equipment and recorded under joint signature. In afloat condition, under water inspection will be carried out by divers arranged by IWAI, however, the cost has to be borne by the charterer. If any item is found missing or defective and the general condition of the vessel is found to have deteriorated more than normal wear and tear, the cost thereof at the prevailing rate(s) would be required to be paid by the charterer and IWAI reserves the right to encash the Bank Guarantee fully or partially necessary and recover the cost as necessary.

5. The charterer must use only OEM spares. In case of any emergency requirement, local made items can be used only with the permission of IWAI, however same has to be replaced at the earliest by OEM spares. No such permission will be granted in respect of any critical components.

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**ANNEXURE – IV****DETAILS OF SURVEY CERTIFICATE OF VESSELS**

<b>Sl. No.</b>	<b>Name of Vessel</b>	<b>Last date / year of 4 years Dry Dock Survey done</b>	<b>Date of Validity of Survey Certificate</b>	<b>Next Dry Dock Repair Due</b>
1.	MV Lal Bahadur Shastri	To be completed in March 2009	07.02.2009	2013-14 (March 2013)
2.	MV Homi Bhabha	To be completed in March 2009	31.12.2008	2013-14 (March 2013)
3.	MV Rajagopalachari	18.11.2005	01.06.2009	2009-10 (Nov. 2009)
4.	MV Vishweshariyya	07.04.2005	10.01.2008	2009-10 (April 2009)
5.	MV Rabindra Nath Tagore	14.11.2008	18.12.2008	2012-13 (Nov. 2012)

**NOTE: On expiry of validity of survey certificate of the vessels, fresh survey certificate shall be issued by IWT Surveyor.**

**ANNEXURE – IV****DETAILS OF SURVEY CERTIFICATE OF VESSELS**

<b>Sl. No.</b>	<b>Name of Vessel</b>	<b>Last date / year of 4 years Dry Dock Survey done</b>	<b>Date of Validity of Survey Certificate</b>
1.	MV Lal Bahadur Shastri	27.03.2004	07.02.2009
2.	MV Homi Bhabha	16.06.2004	31.12.2008
3.	MV Rajagopalachari	18.11.2005	01.06.2009
4.	MV Vishweshariyya	07.04.2005	10.01.2008
5.	MV Rabinder Nath Tagore	01.06.2005	09.05.2007

**Sub: Publication of tender for dry charter of 5 nos. Self Propelled General Cargo Vessels of IWAI without manning.**

The book value of the vessels and the details of dry dock and validity of survey certificates of the vessels provided by Finance Wing and Kolkata office respectively have been incorporated in the tender for dry charter of 5 nos. Self Propelled General Cargo Vessels of IWAI without manning placed below for perusal.

We may publish the NIT in the following newspapers and upload the same on website.

- |                                  |                   |
|----------------------------------|-------------------|
| 1. Hindustan Times (Eng.)        | All India edition |
| 2. Times of India (Eng.)         | All India edition |
| 3. Economic Times (Eng.)         | All India edition |
| 4. Hindustan (Hindi)             | All India edition |
| 5. Dainik Assam (Assamese)       | Guwahati edition  |
| 6. Anand Bazar Patrika (Bengali) | Kolkata edition   |

Submitted please.

(M M Dhawan)  
Section Officer

Dy. Director (R)

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