



**TENDER DOCUMENT
FOR
BARE BOAT CHARTER OF
THREE SELF PROPELLED CARGO VESSELS OF IWAI**

TENDER No.: IWAI/CARGO/151/2007- Bare Boat Charter /2013

December, 2013

हकीरह; वलरनरुह; त्येखल इक/कड.क
INLAND WATERWAYS AUTHORITY OF INDIA
(MINISTRY OF SHIPPING, GOVT. OF INDIA)
(पोत परिवहन मंत्रालय, भारत सरकार)

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

Phone: 0120-2522798, 2521744, 2521704, 2544036; Fax: 0120-2521764, 2543973

Web site: www.iwai.nic.in , <https://eprocure.gov.in/eprocure/app> ; E-mail : iwainoi@hub.nic.in



Content

Name of Work: Tender for bare boat charter of three self-propelled cargo vessels of IWAI.

The complete set of Tender Documents comprises of the following:

Sl. No	Details	Page No.
1.	Tender Issue Letter	3
2.	Notice Inviting Tender (NIT)	4
3.	Detailed Notice Inviting Tender	5-7
4.	Informations And Instructions For Tenderers	8-15
5.	Technical and Commercial Bid – Part – I (instruction to Bidders)	16-25
6.	Proforma of Price Bid: Part – II	26-28
7.	Proforma of Bid Document (Annexure – I)	29-30
8.	Proforma of Bank Guarantee for Security Deposit (Annexure – II)	31-32
8.	Proforma for Agreement (Annexure – III)	33-34
9.	Running Repair and Maintenance Schedule (Annexure – IV)	35-38
10.	Details of Survey Certificates (Annexure – V)	39



भारत सरकार; पोत परिवहन मंत्रालय; भारत सरकार
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No: TENDER No.: IWAI/CARGO/151/2007- Bare Boat Charter /2013

Date:

To

Sub: Tender for bare boat charter of three self- propelled cargo vessels of IWAI.

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 online receipt of tender is 14.01.2014 upto 3.00 PM at

<https://eprocure.gov.in/eprocure/app>

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

Yours faithfully,

Director (Traffic)

NIT FOR PUBLICATION IN NEWSPAPER



**INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, SECTOR-1, NOIDA - 201301**

Tender for bare boat charter of three self-propelled cargo vessels of IWAI

Online bids/tenders are invited from registered contractors for bare boat charter of three self-propelled cargo vessels of IWAI on time charter basis. Tender cost: 1000/-. Date of download of Tenders is from 25.12.2013 (09:35 Hrs.) to 14.01.2014 (15:00 Hrs.). A pre-bid meeting is scheduled at IWAI, A-13, Sector-1, Noida - 201301 on 02.01.2014 at 15:00 hours. Last date of submission of online bids/tender: 14.01.2014 up to 15:00 hrs. Date of online opening: 14.01.2014 at 15:30 hrs. For other details, terms & conditions please refer to IWAI website www.iwai.nic.in and CPP Portal website <https://eprocure.gov.in/eprocure/app>

DIRECTOR(TRAFFIC)



Hkkj rh; vUrnrk; tyekxl i kf/kdj . k
INLAND WATERWAYS AUTHORITY OF INDIA
(MINISTRY OF SHIPPING, GOVT. OF INDIA)
(पोत परिवहन मंत्रालय, भारत सरकार)

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Detailed notice inviting tender

Notice Inviting Tender No. IWAI/CARGO/151/2007- Bare Boat Charter /2013

Name of Work: Tender for bare boat charter of three self- propelled cargo vessels of IWAI.

1. Inland Waterways Authority of India (IWAI) invites online bids/tenders in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced contractors for bare boat charter of three self-propelled cargo vessels of IWAI , without manning from bonafide firms fulfilling the Eligibility Criteria as enumerated hereunder and also having valid Trade License or registration of company and proof of submission of Return of Service tax, Income Tax and Provident Fund for last 3 years.

The Bids will placed online at <https://eprocure.gov.in/eprocure/app>

2. Reserved price and Earnest Money Deposit of above three inland cargo vessels are as under:

Sl. No.	Name of Vessel	Reserve Price/ Floor Price of bare boat dry charter hire charge per month	Earnest Money Deposit (EMD)
1	300 Tonnes Self Propelled General Cargo Vessel M.V. Lal Bahadur Shastri	₹ 1,35,000/-	₹ 1,39,650/-
2	300 Tonnes Self Propelled General Cargo Vessel M.V. V.V.Giri	₹ 1,35,000/-	₹ 1,39,650/-
3	300 Tonnes Self Propelled Container Cargo Vessel 'MV Rabindra Nath Tagore'	₹ 1,35,000/-	₹ 1,39,650/-

3. Critical Dates are as under:-

Name of Works	Bare boat charter of three no. self- propelled cargo vessels of IWAI.
Date of Publishing	25.12.2013
Document Download Start Date & Time	25.12.2013 09:35Hrs.
Pre-Bid Date & Time	02.01.2014 15:00Hrs.
Bid Submission start Date & Time	06.01.2014 10:00Hrs
Bid Closing/Document Download End Date & Time	14.01.2014 15:00Hrs
Bid Opening Date & Time	14.01.2014 15:30Hrs

TERMS & CONDITIONS:-

1. The tender document can also be downloaded from the IWAI website "www.iwai.nic.in" and CPP Portal Website <https://eprocure.gov.in/eprocure/app>. Bidders submitting the downloaded version of tender document are required to submit ₹1,000/- (Rupees one thousand only) i.e. an amount equal to the cost of tender document along with tender/Bid in the form of non-refundable demand draft made in favour of "IWAI fund" payable at New Delhi/ Noida 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/ bids.
2. The tenderer shall meet the following pre-qualification criteria:
 - a). The firms interested in chartering of IWAI's above vessel(s) 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 net worth as on 31.03.2012. This fact should be certified by a Chartered Accountant. The tenderer must also submit banker's certificate along with the offer regarding the financial credibility/solvency of the firm.
 - b). The intending tenderers shall either have experience in operation of vessels or they may have tie-up with firms who have experience in vessel operation.
 - c). 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 along with the joint bid. In that case, the lead partner will sign all tender documents.
 - d). The intending tenderers must have a minimum annual turnover 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 turnover 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.

- e). Constituent(s) of the firm of charterer cannot 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 or the successor/assignee of the original constituent with the prior permission of IWAI.
- f). 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 between any Origin-Destination within NW-1 i.e. between Haldia and Allahabad and/or to NW-2 using Indo-Bangladesh Protocol route and/or within NW-2 i.e. between Dhubri and Sadiya. In the marketing/operational plan, the tenderer shall give their intention of plying a particular vessel in NW-1 or NW-2.
- g). If the vessel is deployed upstream of Farakka in NW-1 or in NW-2 for full calendar month, a rebate of 10% from the monthly hire charges of that vessel would be considered for that month on submission of necessary documents to prove eligibility for getting rebate.
- h). The intending tenderer may submit bid for one or more number of vessels. However, the price bid for each vessel shall be submitted separately in price bid cover. It must also be noted that EMD shall be submitted after adding prescribed EMD for each vessel, the bidder intends to bid for.
- i). The tenderer shall submit required Earnest Money Deposit in the form of demand draft. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause (vii) shall be deemed to be rejected.
- j). The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 15:00 hours on 14.01.2014 and will be opened online on same day at 15:30 hours. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.
- k). IWAI reserves the right to cancel one or all tender without assigning any reason whatsoever.

Director (Traffic)

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping; Govt. of India)

(A) INFORMATION FOR TENDERERS

1. The tenderers shall note and bear in mind that the Authority (IWAI) shall bear no responsibility for the lack of acquaintance with site condition, system or any information relating there to, on their part. The consequence of the lack of any knowledge aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority.
2. Immediately upon receipt of the Tender documents from the authority, the tenderers are urged to submit a written request at least two days prior to the date fixed for pre - bid meeting to the Engineer-in-Charge issuing the tender, on matters where clarifications or additional information is desired, if needed. This clause however will be applicable only in the case, if pre bid conference is stipulated.

(B) INSTRUCTIONS FOR SUBMISSION OF BID

- 1.0 All covering letters and information to be included in the bid shall be submitted online along with the bid itself.
- 2.0 This tender schedule is only for the work of “Bare boat charter of three self-propelled cargo vessels of IWAI”.
- 3.0 Tender should be submitted online in two covers viz. Cover -1 and Cover -2 and both of these covers should be placed online in website <https://eprocure.gov.in/eprocure/app>

Cover -1 : Technical & Commercial Bid.
Cover -2 : Price Bid of offer.

No other document other than the Price schedule/ schedules should be placed inside Cover – 2 containing price bid otherwise tender will be summarily rejected.

Cover -1: The first cover shall be submitted online along with the following documents

- a) Scanned copy of Bid document marked Original duly completed and signed on every page except prices including Blank Performa of Schedule of Prices (prices not to be filled)
- b) Scanned copy of tender fee.
- c) Scanned copy of Earnest Money Deposit (Demand Draft as prescribed)
- d) Scanned copy of Registration certificate from concerned Authorities.
- e) Experience certificate.
- f) Scanned copy of Solvency certificate.
- g) Scanned copy of Letter of Authority for signing and negotiation of tender (as the case may be).
- h) Scanned copy of Permanent Account Number (PAN) issued by Income Tax Department.
- i) Scanned copy of Audited balance sheets, Tax Audit report along with turnover, profit and loss account for the last 3 years i.e. ending March 2009-10, 2010-11, 2011-12.
- j) Scanned copy of 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.
- h. Scanned copy of receipt of return of Employees Provident Fund for three years.
 - i. Scanned copy of receipt of service tax for three years.

Cover -2: The second cover shall be submitted online along with the following documents.

- (i) Price Bid in excel format (BoQ_XXXXX) provided along with this tender shall be used for quoting prices/offer. Please do not modify BOQ name. Bidder should write only his / her name and quote for item.
 - (ii) It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid (Cover -2) will be a sufficient cause for rejection of bid.
- 4.0 Bidders are advised to submit quotation online strictly based upon technical specification, terms and conditions contained in technical specifications, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.
- 5.0 Brief particulars of vessels which will be given on bare boat 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 shall 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 bare boat 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 vessels 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 Bare Boat Charter Agreement with the successful bidder(s) whichever is earlier.

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

- i) The present condition of the vessels status of statutory certificates, speed, manpower requirement, fuel consumption, operating cost can be obtained 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 cargo vessel(s) at Kolkata with their own experts, on a mutually convenient date prior to pre-bid meeting.
- iii) No excuses will be entertained at a later stage with regard to above after submission of the tenders by the firms.

- 6.0 Earnest Money Deposit as indicated in the Notice inviting tender should be submitted by Demand Draft drawn in favour of "IWAI-Fund" payable at New Delhi/Noida on any Nationalized/ Scheduled Bank of India, not accompanied with EMD in form of Demand Draft are liable for rejection.
- 7.0 In case the purchaser of the tender document decide not to quote for this work, then the complete set of bid document may kindly be returned to the IWAI.
- 8.0 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.
- 9.0 Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.
- 10.0 Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder's organization as following:
- 11.0 (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
- 11.0 (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
- 11.0 (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender.
- A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
- 11.0 (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. Satisfactory evidence means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
- 11.0 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the

firm in the Tender shall be furnished along with the Tender.

- 11.0 (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
- 12.0 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 13.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case IWAI requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid
- 14.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 15.0 The Bid documents shall be signed by the bidder on each page.
- 16.0 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling IWAI to contact the bidder in case the need so arise.
- 17.0 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words; the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material/ equipment" is liable to be rejected.
- 18.0 IWAI shall have an unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.
- 19.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit in accordance with tender conditions 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.
- 20.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 21.0 The Tender Evaluation Committee (TEC) shall open the tenders/bids online in the presence of the intending tenderers who may be present at the date and

time of opening informed in the bid document or subsequently. They can also see the opening of bids online on the remote end. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature[Bid openers shall record their observations of opened tenders and submit the same to TEC]. Such a list shall then be binding on the absentee tenderer.

22.0 The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

23.0 IWAI reserves the right to reject any or all bids without assigning any reasons.

C) Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enroll Here" on the home page. Portal. Enrollment is free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail_id. All the correspondence shall be made directly with the contractors/bidders through e-mail_id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through' them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online through' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e Token/Smart Card to access DSC.

- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the my favourites folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details, under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the TFee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the TFEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after

filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 32) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

D. GENERAL SPECIFICATIONS:

Sl. No	Name of vessel	DWT (in Tons)	Year of built	Loaded Draft	G.R.T. (in Tons)	Power (BHP)
1.	MV Lal Bahadur Shastri	336	2004	1.5 m	426	390
2.	MV V.V.Giri	334	2012	1.346 m	798	470
3.	MV Rabindra Nath Tagore	352	2006	1.2 m	439	390

Sl. No	Name of vessel Dimensions (in Mtr) L x B x D	Main Engine Make & Type	Aux. Engine Make & Type	Type of propulsion
1.	MV Lal Bahadur Shastri 54.6 X 9.6 X 2.4	Cummins India Ltd. N- 743 TM	Simpson & Co. Ltd 6.354, 2 no x50 KW	Twin Screw conventional system
2.	MV V.V.Giri 54.6 X 11 X 2.1	Cummins India Ltd. N- 743 TM	Simpson & Co. Ltd 6.354, 2 no x50 KW	Twin Screw conventional system
3.	MV Rabindra Nath Tagore 54.75 X 9.59 X 2.39	Cummins India Ltd. N-743 TM	Simpson & Co. Ltd 6.354, 2 no x50 KW	Twin screw conventional system

10. IWAI reserves the right to cancel one or all tender without assigning any reason whatsoever.



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

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TECHNICAL AND COMMERCIAL BID – PART – I INSTRUCTION TO BIDDERS

Sub: Tender for bare boat charter of three self- propelled cargo vessels of IWAI.

INTRODUCTION

Inland Waterways Authority of India is interested in offering 3 (three) numbers of Self-Propelled cargo vessels for bare boat dry charter without manning for a period of 4(four) years renewable for a further period on mutually agreed terms. During the period of bare boat 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 and/or 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 Chairperson, 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 , unless otherwise specifically expunged in writing.

3. Terms of Charter

Dry charter of three number self- propelled cargo vessels of IWAI.

4. Vessels

3 (three) nos. of cargo vessels owned by the Authority having the following name and description. All the vessels are in operational condition.

Category / Group of Vessels Name and type of vessels	Reserve Price/ Floor Price of bare boat charter hire charge per month
(a) 300 MT Self- Propelled General Cargo Vessel M.V. Lal Bahadur Shastri	₹ 1,35,000/-
(b) 300 MT Self- Propelled General Cargo Vessel M.V. V.V.Giri	₹ 1,35,000/-
(c) 300 tonnes self- Propelled container Cargo Vessel MV Rabindra Nath Tagore	₹ 1,35,000/-

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, all vessels namely M.V. Lal Bahadur Shastri, MV V.V. Giri and MV Rabindra Nath Tagore 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, all vessels namely M.V. Lal Bahadur Shastri, MV V.V. Giri, and Rabindra Nath Tagore 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 48 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 terminated prior to completion of 48 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).

10. The intending tenderers / charterers will have to inspect the vessel(s) offered for bare boat 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 IWAI for the fixed amount indicated below, which is the amount equal to 4 month's floor price, 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 4 (four) 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.

	Name of vessel	Amount of Security Deposit
1.	MV Lal Bahadur Shastri	₹ 5,40,000/-
2.	MV V.V.Giri	₹ 5,40,000/-
3.	MV Rabindra Nath Tagore	₹ 5,40,000/-

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

(i) The bare boat charter hire charges for each vessel shall be calculated on monthly basis i.e. on Time Charter basis. However, at the time of handing over of the vessel to charterer and at the time of taking over by IWAI, the hire charges shall be payable for the number of days of charter hire during that month and shall be calculated on pro-rata basis of monthly hire charges (considering 30 days in a month). 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.

(ii) Escalation of The Hire Charges

An escalation of 5% per annum shall be payable over the monthly hire charges after completion of every year of bare boat charter of each vessel.

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 month's notice in writing to either party. However in the event termination of contract by charterer prior to completion of charter hire period, the charterer will be required to pay Rs. 3.5 Lakh per year or part of the year for the actual charter period i.e., from the date of taking over to the date of handing over the vessel by the charterer. 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 requirement in the interest of the nation, 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 along with 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 along with 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 authorized representative of 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 Nationalized 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 , 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)

Tenderers shall submit the Earnest Money Deposit for the amounts indicated below along with their offers/tenders. No interest will be payable on earnest money deposit.

- a) ₹ 1,39,650 (Rupees one lakh thirty nine thousand six hundred fifty only) for self-propelled general cargo vessel 'MV Lal Bahadur Shastri'.
- b) ₹ 1,39,650 (Rupees one lakh thirty nine thousand six hundred fifty only) for self-propelled general cargo vessel 'MV V.V. Giri'.
- c) ₹ 1,39,650 (Rupees one lakh thirty nine thousand six hundred fifty only) for self-propelled Container Cargo Vessel 'MV Rabindra Nath Tagore'.

The EMD shall be submitted in the form of 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 expenditure incurred by IWAI towards insurance 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 all repairs and up keeping of the vessel(s), its structure, machinery, equipment, fittings, paintings 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 for cargo vessels” as enumerated in Annexure – IV of these tender documents.

(b) As per statutory requirement dry dock survey repair of any of the cargo vessel is to be conducted once in every four years. Charterer will conduct one dry dock falling within the 4 years tenure of charter period and bear the expenditure on account of the same. However in the event termination of contract by charterer prior to completion of charter hire period, the charterer will be required to pay Rs. 3.5 Lakh per year or part of the year for the actual charter period i.e., from the date of taking over to the date of handing over the vessel by the charterer. However charterer shall inform at least 30 days in advance to IWAI, when such statutory dry dock repairs are becoming due. The charterer should also make an estimate of the dry dock repairs in consultation with E.I.C. or his authorized representative of IWAI and the same should be approved by the E.I.C. The work of dry dock repair shall be supervised jointly by IWAI and Charterer. Schedule of dry dock repair is as per under:

Sl. No	Name of Vessel	Last date of 4 years Dry Dock Survey done	Next Dry Dock Repair Due
1.	MV Lal Bahadur Shastri	March 2014 (Expected)	March 2018
2.	MV V.V.Giri	12.10.2012	13.10.2016
3.	MV Rabindra Nath Tagore	Aug' 2013	Aug' 2017

(c) Charter hire charge for the exact period of such statutory survey repair will be waived by IWAI. Further, the period of charter hire will also be extended by the same period for which vessel was under statutory dry dock repair by IWAI at the existing terms and conditions of charter hire of the respective cargo vessel.

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, 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 - IV) 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 – IV.

25. Cost of fuel/marine diesel oil and lubricants which will be with the vessel(s) during handing over the vessel(s) to the successful tenderer/charterer will have to be reimbursed by the charterer to the Authority separately on the basis of the joint Survey as indicated in Annexure – IV. Unit rate of 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, Life- Saving Appliances (LSA) and Fire- Fighting Appliances (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 of 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, whichever is earlier.

28. The successful Charterer shall bear all charges of KoPT / IWT-WB / IWAI / Farakka Barrage / IWT-Assam, in connection with the conservancy, pilotage, berthing charges, fee and charges on the usage of NWs and the facilities created by IWAI, Port dues 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 against security deposit to be furnished by the successful tender/charter hire, after recoveries if any, will be released only after the charterer obtains ‘No-Dues’ certificates from the respective authorities and submit same to the Authority.

29. Each vessel given on bare boat charter shall be used as Inland vessel for the purpose, as defined 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 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.

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 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 re-commission 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 insurance policy. The Charterer shall be liable to abide by all Acts, Rules and Regulations, 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 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 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 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 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 and NW-2. Vessels may ply between any Origin-Destination within NW-1 i.e. Haldia to Allahabad and/or within NW-2 i.e. Dhubri to Sadiya or to North Eastern Region using Indo-Bangladesh Protocol route. In the

marketing/operational plan, the tenderer may give their intention of plying a particular vessel in NW-1 or NW-2.

38. During operation of the IWAI's vessels taken on bare boat charter hire, the Charterer(s) will have to use IWAI's terminals and other officially permitted jetties / terminals under the law and as per IWT Protocol on trade and transit between India and Bangladesh 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 safe voyage of vessel and to avoid any grounding. Cost of damage to the vessel for grounding is to be reimbursed by the Charterer to the Authority in addition to the hiring charges of vessel during the period of grounding. Cost of damage will be decided jointly by the Charterer and the Authority along with the approved Marine / Ship Surveyor. The Charterer shall inform and update the Authority about the location of the vessel, its status monthly on 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 bare boat 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, as was prevailing as per joint inspection report stated in Annexure – IV as well as additional item / equipment provided on board during the tenure of charter.

42. If as a result of such inspection as at clause 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 Authority and the Charterer.

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 charterer 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- IV 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 up to 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 Kolkata. Both the Charterer and the Authority shall give a specific confirmation to this effect in the written agreement to be signed between the parties.

48. Signing of Agreement

The successful tenderer(s) will have to enter into a written agreement with the Authority as per Annexure-III 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 - IV 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.

Proforma of Price Bid: Part – II

Schedule-A

**BILL OF QUANTITY FOR HIRE CHARGES OF IWAI CARGO VESSEL
MV LAL BAHADUR SHASTRI**

Sl.no	Particulars	Unit	Quantity	Rate	Amount
1.	Monthly hire charges of the cargo vessel M.V. Lal Bahadur Shastri.	Month	48		
	Total				

(Rupees in words.....)

Signature along with name and Designation:
Name and address of Firm / Intending Tenderer:
Office Seal:

Date:

Proforma of Price Bid: Part – II

Schedule-B

**BILL OF QUANTITY FOR HIRE CHARGES OF IWAI CARGO VESSEL
MV RABINDRANATH TAGORE**

Sl.no	Particulars	Unit	Quantity	Rate	Amount
1.	Monthly hire charges of the vessel	Month	48		
	Total				

(Rupees in words.....)

Signature along with name and Designation:
Name and address of Firm / Intending Tenderer:
Office Seal:

Date:

Proforma of Price Bid: Part – II

Schedule-C

**BILL OF QUANTITY FOR HIRE CHARGES OF IWAI CARGO VESSEL
MV V.V. GIRI**

Sl.no	Particulars	Unit	Quantity	Rate	Amount
1.	Monthly hire charges of the vessel	Month	48		
	Total				

(Rupees in words.....)

Signature along with name and Designation:
Name and address of Firm / Intending Tenderer:
Office Seal:

Date:

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

To Director(Traffic)
Inland Waterways Authority of India
A-13, Sector-1
Noida - 201301

Dear Sir,

Sub. : Tender for bare boat charter of three self- propelled cargo vessels of IWAI

I/We, having read the Notice Inviting Tender No. IWAI/CARGO/151/2007- Bare Boat Charter /2013, 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 cargo vessels of IWAI:

S.No	Name of Vessel	EMD Submitted		
		Amount	DD No. & date	Issuing Bank
1				
2				
3				

(Tenderers to indicate the name / names of the vessel(s) intended to be taken on bare boat charter hire by them and fill up EMD details).

Part – I

Containing the original bid document duly signed and stamped in each page, demand draft towards Earnest Money Deposit and all other documents as per the tender 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)

Witness :

Telephone nos.....FAX No.....

Signature.....

Name :

Address

Telephone nos.....

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

To,
The Chairperson,
IWAI,
Noida

In consideration of the Authority (Inland Waterways Authority of India) acting through its Chairperson 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 ₹ _____ 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 ₹ _____ 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 ₹ _____.
2. We, the bank hereby, in pursuance of the terms of the said Agreement absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of ₹ _____/- (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 ₹ ____ (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 _____ 2011

AGREEMENT FORMAT

This agreement made on _____day_____year_____between the Inland Waterways Authority of India (hereinafter called the 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/s----- having its registered office at ----- (hereinafter called the 'CHARTERER' which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in office) on the other part.

WHEREAS THE CHARTERER is desirous of taking Owner's Vessel '-----' for the purpose of transportation of General cargo in National Waterways and Indo Bangladesh Protocol route.

WHEREAS the IWAI has agreed to hand over the said vessel vide letter no. ----- dated ----- which shall be part of the agreement. Whereas IWAI has accepted the tender of the CHARTERER and WHEREAS the CHARTERER has furnished a bank guarantee of Rs. ----- lakhs from -----, as security and hire charges for ----- months in advance through ----- and ----- for the due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract hereinafter referred to:

The following documents shall be deemed to form and be read and construed as part of this agreement VIZ.

- i) (a) Notice Inviting Tenders
- (b) Tender documents
- (c) Bank Guarantee No. -----, dated ----- of ----- Bank for Rs. ----- lakhs submitted at ----- for security Deposit.
- ii) Information & instruction for Tenders
- iii) (a) Part-II: Price Bid
- (b) Running Repair And Maintenance Schedule Including Machinery, Stern Gear, Equipment For General Cargo Vessels.
- (c) Details of Survey Certificate of Vessels.
- iv) Terms and conditions
- v) General specification
- vi) Work order No. ----- dated -----

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the compilation of the contract, the original tender documents, CHARTERER'S offer, minutes of meetings and correspondence between the parties ended vide IWAI's letter no. ----- dated ----- may be referred to by either party. These documents shall take precedence over the compiled documents.

The CHARTERER hereby covenants with the IWAI to deposit the insurance charges of the vessel. The insurance will be done by IWAI to cover all risk i.e. fire, theft, damage (partial or full), riots, natural calamity, accidents otherwise including all claims payable to third party against total or partial damage. . However, the insurance charges will be recovered from the CHARTERER.

The CHARTERER further hereby covenants with the IWAI that on completion of tenure of Charter, the vessel will be returned by the CHARTERER to the Authority in running/operating condition with all machineries, equipment's, fittings, stores as was prevailing as per the Joint Inspection Report while taking over the vessel.

On completion of period of Charter, the CHARTERER shall notify the Authority to take over the vessel and on issuance of the letter, the Authority shall promptly take necessary action to take over the vessel. However, the payment of hire charges will not be a point of consideration once the vessel is surrendered by the CHARTERER.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

For and on behalf of

For and on behalf of

(Inland Waterways Authority of India)

CHARTERER

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

RUNNING REPAIR AND MAINTENANCE SCHEDULE INCLUDING MACHINERY, STERN GEAR, EQUIPMENT, FOR 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 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,

(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 proof-ness and all fittings such as cocks, gauges, glasses, valves, 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-carbonization 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 every day. 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

(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 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 wind glass, capstan, davit, ventilation fan 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 shall be undertaken periodically to ensure normal operation of the vessel as necessary.

(l) In case of underwater repair/dry docking of the vessel required due to fault of the charterer / his crew in operation/ maintenance of vessel, the responsibility of the repair shall be of the charterer and the hire charges shall be payable as per agreement.

(n) As per statutory requirement dry dock survey repair of any of the cargo vessel is to be conducted once in every four years. Charterer will conduct one dry dock falling within the 4 years tenure of charter period and bear the expenditure on account of the same. However in the event termination of contract by charterer prior to completion of charter hire period, the charterer will be required to pay Rs. 3.5 Lakh per year or part of the year for the actual charter period i.e., from the date of taking over to the date of handing over the vessel by the charterer. However charterer shall inform at least 30 days in advance to IWAI, when such statutory dry dock repairs are becoming due. The charterer should also make an estimate of the dry dock repairs in consultation with E.I.C. or his authorized representative of IWAI and the same should be approved by the E.I.C. The work of dry dock repair shall be supervised jointly by IWAI and Charterer. Charter hire charge for the exact period of such statutory survey repair will be waived by IWAI.

(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 3rd 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.

* * *

DETAILS OF SURVEY CERTIFICATE OF VESSELS

Sl. No	Name of Vessel	Last date of 4 years Dry Dock Survey done	Next Dry Dock Repair Due	Agency Responsible for Dry Docking	Validity of Survey Certificate
1.	MV Lal Bahadur Shastri	March 2014 (Expected)	March 2018	Successful bidder	Annual survey due
2.	MV V.V.Giri	12.10.2012	13.10.2016	Successful bidder	Annual survey due
3.	MV Rabindra Nath Tagore	Aug' 2013	Aug' 2017	Successful bidder	Annual survey due

NOTE: On expiry of validity of survey certificate of the vessels, fresh survey certificate shall be obtained from IWT Surveyor by the charterer.
