



TENDER

FOR

**BARE BOAT CHARTER OF THREE NO'S OF SELF
PROPELLED CARGO VESSELS OF IWAI (3 OF 300 MT)**

Tender No. IWAI/CARGO/151/2018-Bare Boat Charter/2018

Inland Waterways Authority of India

May, 2018

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SECTION-I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301

Tel (0120) 2571704: Fax (0120) 2544009, 2544041

Email: mtr.iwai@nic.in ; ce.iwai@nic.in ; hashin@iwai.gov.in

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

NOTICE INVITING E-TENDER

a) **Introduction:**

Inland Waterways Authority of India (IWAI) invites online Tenders/Bids in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “Bare boat chartering of Three self-propelled inland cargo vessels (3 vessels of 300 MT)”.

b) **Critical Data sheet:**

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI’s website “www.iwai.nic.in” and are advised to pay INR 5000/- (Rupees Five Thousand only) as the cost of Bid document deposited to IWAI fund.

Document Download Start Date	01.05.2018
Date of submission of pre-bid queries	11.05.2018
Pre-bid meeting	15.05.2018 at 1100 hrs at IWAI, A-13, Sector-1, Noida-201301
Final bid document & pre-bid minutes upload date	22.05.2018
Bid Submission Start Date	04.06.2018 upto 1500 hrs
Bid Submission Last Date	15.06.2018 upto 1500 hrs
Bid Opening Date	18.06.2018 at 1530 hrs
Cost of Tender Document	INR 5000/-

c) **Scope of the work:**

In brief, the tender is for bare boat charter of three self- propelled cargo vessels of IWAI (01 no. 300 MT General Cargo Vessel ‘MV Lal Bahadur Shastri’, 01 no. 300 MT Container Cargo Vessel ‘MV Rabindra Nath Tagore’ and 01 no. 300 MT Oil Tanker ‘MV Vishweshsariyya’) without manning from individuals/firms fulfilling the Eligibility Criteria as specified for a period of two years renewable for a further period of one year on mutually agreed terms and conditions. The price at which the vessels are awarded to the bidder for hire shall be increased annually at the rate of 10% per annum.

The reserved price of above three inland cargo vessels for NW-1 (Haldia-Varanasi) shall be as under:

#	Name of Vessel	Reserve Price/ Floor Price of bare boat dry charter hire charge per month
1.	300 Tonne Self-Propelled General Cargo Vessel M.V. Lal Bahadur Shastri	Rs.1,82,000/
2.	300 Tonne Self Propelled Oil Tanker “MV Vishweshsariyya”	Rs.1,82,000/
3.	300 Tonne Self Propelled Container Cargo Vessel “MV RabindraNath Tagore”	Rs.1,82,000/

d) **Clarifications:**

Clarification/Query (if any) on the RFP shall be obtained from the following address:

The Chief Engineer- (I & Trf.)

Inland Waterways Authority of India

A-13, Sector – 1,

Noida-201301

Tel: (0120) 2571704 Fax (0120) 2544009, 2544041

Email- mtr.iwai@nic.in ; ce.iwai@nic.in ; hashin@iwai.gov.in

Website: www.iwai.nic.in

- e) 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.

**Chief Engineer (I & Trf.)
IWAI, Noida**

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The National Waterways Act, 2016 has been enforced w.e.f. 12th April, 2016 declaring 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Waterways Authority of India is interested in offering 03 (Three) numbers of Self-Propelled cargo vessels for bare boat dry charter without manning for a period of 2 (two) years renewable for a further period of one year on mutually agreed terms and conditions. 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 (Haldia-Varanasi).
- 1.3 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 Vishveshwariya	353	2006	1.2 m	431	390
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. X50KW	Twin Screw Conventional system
2.	MV Vishveshwariya 54.6 X 9.0 X 2.4	Cummins India Ltd. N-743 TM	Simpson & Co. Ltd 6.354, 2 no x50 KW	Twin screw conventional system
3.	MV Rabindra Nath Tagore 54.6 X 9.0 X 2.4	Cummins India Ltd. N-743 TM	Simpson & Co. Ltd 6.354, 2 no x50 KW	Twin screw conventional system

2. Introduction

- 2.1 The Employer will select a firm/organization (the Contractor) in accordance with the evaluation process and method of selection specified in clause 15.2 & Clause 16 Section- II: Instruction to Bidder (ITB).
- 2.2 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet.
- 2.3 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder
- 2.6 The prospective bidders should also ascertain, prior to submission of their tender(s), all necessary information on their own regarding:
 - a) The present condition of the vessels status of statutory certificates, speed, manpower requirement, 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.
 - b) 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 / or at any other place en-route in NW-1 (Haldia-Varanasi) with their own experts, on a mutually convenient date prior to pre-bid meeting.
 - c) No excuses will be entertained at a later stage with regard to above after submission of the tenders by the firms.

3. Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria:-

- 3.1 The firms interested in chartering of IWAI's above vessel(s) must be registered under Indian Companies Act and shall be in business for at least 3 years i.e. the firm should have been registered prior to 31st March 2014.
- 3.2 The intending tenderers must have positive net worth as on 31.03.2017. 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.

- 3.3 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- 3.4 Two or more firms interested in chartering of IWAI vessels may also submit joint bid. In such case, interested firms have to submit a Memorandum of Understanding along with the joint bid. In that case, the lead partner will sign all tender documents.
- 3.5 The intending tenderers must have an average annual turnover during each of the last 3 (three) financial years ending 31st March of the previous financial year as mentioned in clause 15.1 of ITB.
- 3.6 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(s) or the successor/assignee of the original constituent(s) with the prior permission of IWAI.
- 3.7 The intention for giving these vessels on lease is to promote Inland waterway transport in NW-1(Haldia-Varanasi).
- 3.8 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.

4. Pre-bid meeting

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorised signatory of his/her organisation permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, at its

sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The bidders may put forth their pre-bid queries in the format prescribed in Form 4G, Section IV.

5. Clarifications and Addendums

5.1 Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.

5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure mentioned hereunder:

- (i) At any time before the submission of Bids, the Employer may amend the RFP by issuing an addendum/corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment shall be uploaded on the website as well as sent to all the Contractors and will be binding on them. The Contractors shall acknowledge receipt of all amendments. To give Contractors reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in ”

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

6.1 EMD

6.1.1 Bidders shall furnish EMD for the amounts as mentioned in Section III Data Sheet.

In case the bidder wishes to quote for more than one vessel, then the bidder should furnish separate EMD for each vessel. In case bidder wishes to apply for one vessel only, then the bidder shall submit EMD mentioned against that vessel. In case of a joint bid, the EMD shall be furnished by the Lead Member.

EMD for the amount mentioned above shall be deposited to IWAI Fund through RTGS

- i) Name of Bank Account: IWAI Fund
- ii) Bank Name and Address: Union Bank of India, Sector 15 Noida
- iii) Bank Account number: 513202050000007
- iv) IFSC: UBIN0551325

6.1.2 Bids submitted without EMD shall be rejected.

6.1.3 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

6.1.4 The EMD of the unsuccessful bidders would be returned 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.

6.1.5 The EMD shall be forfeited by the Employer in the following events:

- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.
- (iv) If the First ranked Bidder withdraws his proposal during negotiations.
- (v) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (vi) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work
- (vii) If any successful tenderer refuses to take the vessel(s) on charter hire after opening of the price bids
- (viii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing.
- (ix) In case the bidder is found to indulge in corrupt or fraudulent practices at any

stage of the execution of the contract.

- (x) In case the bidder fails to furnish the prescribed performance security within the prescribed period (clause 11-terms and Conditions)
- (xi) In case of forfeiture of earnest money, as prescribed in viii and x above, the tenderer shall not be allowed to participate in the retendering process of the work.

6.2 Tender Fee

All Bidders are required to pay Tender Fee as mentioned in Section-III of Data Sheet through RTGS, to be deposited in IWAI FUND as per the details mentioned below:

- i) Name of Bank Account: IWAI Fund
- ii) Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi-01
- iii) Bank Account number: 90622150000086
- iv) IFSC: SYNB0009062

The Tender Fee is Non-Refundable. The tender fee is same for one vessel and /or for all the vessels.

6.3 Bank Solvency

All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in India of the amounts mentioned in Section III Data Sheet.

In case the bidder wishes to quote for one or more vessels, then the bidder should furnish Bank solvency certificate for the total of amounts stipulated for each of the vessels. The bank solvency certificate shall be from any Nationalized/Scheduled Bank in India in the name of the bidder. In case of a Joint bid the solvency certificate should be in the name of the lead member.

6.4 Goods and Sales Tax

The Bidders shall fully familiarize themselves with the applicability of GST (such as inter alia value added tax, Works Contract Tax, taxes on services, income taxes, custom duties, fees, levies and GST etc.) and all such taxes, as prevailing on date of submission of the bid. All taxes shall be borne by the bidder. GST shall be reimbursed to the bidder on production of proof of payment. GST, along with the basic hire charges of the vessel, shall be mentioned by the bidder in the price bid.

6.5 Currency

Bidders shall express the price of their Assignment/job in Indian Rupees.

6.6 Language

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this RFP. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query/clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.7 Bid Validity

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The Employer will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional Staff Proposed in the Bid and that their financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 Number of Bids

A bidder can submit one bid only either as a single entity or in the form of a Joint bid. It is clarified that a bidder cannot submit bid as a single entity for one vessel and participate forming a JV/consortium for another vessel. However, a bidder can, as a single entity or in a JV/consortium, participate in multiple vessels. Bidders'

participation in multiple vessels shall be substantiated in Form 4A: Form of Tender. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

6.9 Bids by Joint venture/consortium

- 6.9.1 The Joint Venture/consortium can be entered between two or more firms and limited to maximum three firms.
- 6.9.2 The lead partner has to be an Indian company. The minimum share of the lead member in a JV/consortium shall be 51%.
- 6.9.3 In case the bidder is a JV of two members then the minimum share of the 2nd member shall be 25%. In case the bidder is JV/consortium of three members then the minimum share of 2nd and 3rd member shall be 15% each, with total share of all the JV/consortium members being 100%.
- 6.9.4 There shall be a Memorandum of Understanding specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. A copy of the MoU in accordance with requirements mentioned shall be submitted along with the bid. The bidder has to submit documentary proof of "intent of forming JV/consortium" on Rs.100/- notarized stamp paper at the time of submission of bid. However, successful bidder is required to submit proof of registration of JV/consortium after issue of Letter of Intent and before signing of agreement.

The Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:

- Name of the Lead Partner
 - Clearly mentioned Percentage share of JV / Consortium members adhering to the clause 6.9.3 mentioned above.
 - “All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms”
- 6.9.5 Lead partner’s authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners/members of JV/consortium.
- 6.9.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for

and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

- 6.9.7 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture/consortium. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
- 6.9.8 Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause 6.9.7 above, all the partners of the Joint Venture/consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- 6.9.9 The bid submitted shall contain all relevant information for each member of JV/consortium as per the requirement stipulated under clause 10.1 of ITB

7. Conflict of Interest

- 7.1 Employer requires that selected bidder (Contractor) provides professional, objective, and impartial advice and at all times holds the Employer's interest's paramount, strictly avoids conflicts with other assignment(s)/job(s) or his own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: -

- (a) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

7.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment.

7.4 No agency or current employees of the Employer shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the Contractor himself or any of his employees or representatives are found to be persons/person who have held class I post under IWAI immediately before retirement and has within one (1) year of such retirement accepted without obtaining the previous permission of IWAI, or the chairman as the case may be, and employment as contractor, or in connection with the execution of the public works, or as an employee of such contractor.

8. Acknowledgement by Bidder

It shall be deemed that by submitting the Bid, the Bidder has: -

- 8.1 Made a complete and careful examination of the Tender for bare boat charter;
- 8.2 Received all relevant information requested from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Acknowledged that it does not have a Conflict of Interest; and

- 8.5 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9. Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Contractors/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/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 email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 Contractor/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into 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.

- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 9.12 From the favourite's folder, he selects the tender to view all the details indicated.
- 9.13 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.
- 9.14 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 as specified in Section – III: Data Sheet. Each document to be uploaded online 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.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer 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.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 9.19 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.
- 9.20 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 conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.

- 9.21 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 automatically rejected.
- 9.22 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.
- 9.23 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 online submission of Bids by the Bidders at the eleventh hour.
- 9.24 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.
- 9.25 The Bidder should ensure/see that the Bid document submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 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 etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 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.
- 9.28 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.

- 9.29 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.
- 9.30 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.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.32 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.

10. Submission of Bids

The Hard Copy of original instruments in respect of cost of Tender document, earnest money along with the complete bid document as enumerated below, must be delivered to the office of Chief Engineer-(I & Trf.) on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee, EMD etc., against the submitted Bid shall automatically become ineligible and shall not be considered. The Tender fee shall be non-refundable.

Bids should be submitted in Two Covers:

10.1 Cover-I: Technical Bid

10.1.1 Enclosure – I

- a. Scanned copy of the proof of Tender fee as specified in Section – III: Data sheet.
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorised person of the bidder as per Form 4C.
This form shall be accompanied by copy of company identity card or general

identity card (passport/Driving licence/Voter's ID etc.) of the authorised representative.

- e. Power of Attorney for lead member of the JV/Consortium as per Form 4H
- f. Statement of legal Capacity as per Form 4I
- g. MoU in case of tie-up with a firm who fulfills eligibility criteria
- h. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- i. Scanned copy of Form of Tender (Form 4A)
- j. Scanned copy of a signed declaration by the bidders (Form 4E)
- k. Applicant's Party Information Form (Form 4F)
- l. Joint Bidding Agreement (Form 4J)
- m. Composition/Ownership/Shareholding pattern of the organization
- n. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/Memorandum of Association of the company.
- o. Registration/incorporation certificate of the company/Firm.
- p. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.

10.1.2 Enclosure – II

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year i.e. 2014-15, 2015-16 & 2016-17.
- b. Scanned copy of Service Tax Registration certificate.
- c. Copy of service tax return filed with the concerned authority for last 3 years.
- d. Copy of the return of Income filed with Income Tax Authority for last 3 years.
- e. Copy of Return of Employees Provident Fund (EPF) for last 3 years
- f. Scanned copy of PAN card of the Bidder.

- g. Form 4Bof Section IV for average annual turnover
- h. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- i. Integrity agreement

10.1.3 Enclosure – III

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of CVs of Key personnel proposed.
- c. Provide list of litigation history, if any.

10.1.4 Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the terms & conditions which must include:
 - (i) A market/operational plan proposed for the vessel to be taken on bare boat lease basis with mention of possible origin - destination (O-D) pair(s) in a particular waterway i.e. NW-1 (Haldia-Varanasi).

It may be noted that the Technical Bid shall not contain any reference to any fee or charges.

10.2 Cover-II: Financial Bid

- a. Part- II of the tender shall be submitted only with Price Bid duly filled in for intended one or more vessels(s), signed and sealed.

It may please be noted that: -

- (a) This price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only.
- (b) 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. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be**

subject to adjustment. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

- 10.3 In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.
- 10.4 The total duration of chartering shall be as specified in Section – III: Data Sheet.
- 10.5 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 thereof.

11. Extension of Bid submission date

The employer may extend the date of submission of bids and shall inform all the bidders by issuing an addendum and uploading the same in website.

12. Late Proposals

Proposals received by the employer after the specified bid submission date or any extension thereof, pursuant to clause 11, shall not be considered for evaluation and shall be summarily rejected.

13. Modification/Substitution/ Withdrawal of Bids

The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document.

No bid shall be modified after the deadline for submission of bids.

14. Bid opening and evaluation process

- 14.1 From the time, the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 14.2 The employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.

- 14.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the RFP, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.
- 14.4 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified Clause 15. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 15.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
- 14.4.1 It is received before the Bid submission date and time including any extension thereof, pursuant to Clause 11.
- 14.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;
- 14.4.3 It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);
- 14.4.4 It does not contain any condition or qualification
- 14.5 The Employer shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 14.6 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 14.7 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf. In case a bidder sends a representative on its

behalf to attend the financial bid opening, it shall be construed that the representative has the authority of the bidder.

15. Qualification Criteria and Bid evaluation

15.1 Qualification criteria

15.1.1 The bidder must have an average annual turnover during each of the last 3 (three) financial years ending 31st March of the previous financial year equivalent to 24 (twenty-four) months charter hire charge at the Reserve Price / Floor Price.

The average annual turnover for last 3 financial years i.e. 2014-15, 2015-16 & 2016-17 should be:

- a) At least INR 14 lakhs for 300 MT vessels.
- b) The annual turnover criteria mentioned above is for one vessel only. In case bidder intends to bid for more than one vessel, then the average annual turnover requirement shall be in proportion to the number of vessels for which the bidder has quoted.

15.1.2 The Bidder shall meet the requirements for the proposed key personnel as per the tables appended below.

S. No.	Name of the post	Essential qualification & experience
1.	Master 2 nd	1 st Class Driver having passed higher secondary Exam with 8 years of experience in operation of vessels. Or Petty Officer from Indian Navy having 5 years of experience on vessels. Or SR. II Certificate holders with a minimum of 1 year experience in handling vessels.
2.	Control Operator	(i) Petty Officer from Indian Navy having one year experience in the Grade. Or Diploma in Mechanical/Electrical Engineering with experience of one year in operation of machinery. Or Driver 1 st Class with 5 years' experience in the Grade. (ii) Knows swimming.
3.	Licensed Engine Driver	Certificate of competency as License Engine Driver. Knows swimming.
4.	Driver 1st Class	(i) Certificate of competency as Driver 1st Class.

		(ii) Knows Swimming.
5.	Greaser	(i) I.W.T. trained or ex-naval personnel or trained in Merchant Shipping (Engine side) or in Inland vessels with minimum 4 years' experience. (ii) Should know reading and writing at least in one language. (iii) Knows swimming.
6.	Lascar	(i) I.W.T. trained or ex-naval personnel or trained in Merchant Ship/Inland vessels or with one year experience in vessel. (ii) Should know reading and writing at least in one language. (iii) Knows swimming.

15.2 Bid evaluation

15.2.1 The Bids shall be evaluated based on the criteria mentioned above. In case a bidder fails to meet the above-mentioned qualification criteria, their bids shall be treated as non-responsive and financial bids of such bidders shall not be opened

15.2.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one:

- a) that affects in any substantial way the scope, quality, or performance of the Works;
- b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids

15.2.3 The bidders shall offer their best rates above the Floor/reserve Price only. Offers below the reserve / floor price will not be entertained. The highest priced bidder shall be "chosen separately for each vessel". Even if bidder quotes for more than one vessel and aggregate sum of quoted price for all the vessels turns out to be highest though the bidder's quote is not highest for all individual vessels, even then, the methodology stipulated above shall be adopted and such bidder shall not be considered for award of work based on his aggregate rate for all the vessels.

- 15.2.4 Bidder may quote for one or more than one vessel subject to meeting the qualification criteria stipulated above.
- 15.2.5 Financial Bids shall be opened in the order of precedence of vessels as mentioned in the table at Section I: Notice Inviting Tender, (c) scope of work.
- 15.2.6 When financial Bids for 1st vessel have been opened, bidder with the highest quote (H1 bidder) will be selected for the award of Contract/Negotiation. Subsequently, financial bid for 2nd vessel and so on shall be opened. H1 bidder will be selected separately for each vessel on the quoted “basic price” of each vessel.

16. Award of Contract

- 16.1 The Employer shall issue a Letter of Award to the selected Bidder and shall promptly notify all other Bidders who submitted their bids about the decision taken.
- 16.2 The contractor shall furnish performance security within 15 days of issuance of Letter of Award.
- 16.3 The Contractor will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the tender document within 15 days of issuance of the Letter of Award. Employer may annul signing of the contract in case the selected bidder fails to fulfil all the formalities mentioned in the tender document within 15 days of issuance of Letter of Award.
- 16.4 The Contractor is expected to hire the vessel on the date and at the location specified in Section III Data Sheet.

17. Liability of the employer

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under clause 9 of ITB, have been read and understood by the bidder. The hard copy of the bids submitted by the bidder shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

SECTION - III: DATA SHEET

DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job	Tender for Bare boat chartering of Three self-propelled inland cargo vessels (03 of 300 MT)
3.	2.1	Method of Selection	Bidder with highest quote to be selected.
4.	2.3	Date & time and address for submission of Bid	Date : 15.06.2018 Time : Latest by 1500 Hrs (IST) Address : Online submission Chief Engineer-(I & Trf.) Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	4	A pre-Bid meeting will be held on	Date : 15.05.2018 Time : 1100 hrs Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
6.	5.1	Last date for seeking clarifications	Date : 11.05.2018 Email Id: ce.iwai@nic.in & hashin@iwai.gov.in
7.	6.1	EMD	For each of 300 MT Vessels (total 03 nos.)
8.	6.2	Tender Fee	INR 5000/-
9.	6.3	Bank Solvency	For each of 300 MT Vessels (total 03 nos.)

10.	-	Reserve Price/ Floor Price of bare boat dry charter hire charge per month	300 Tonne Self-Propelled General Cargo Vessel M.V. Lal Bahadur Shastri	INR 1,82,000/-
			300 Tonne Self Propelled Oil Tanker “MV Vishweshsariyya”	INR 1,82,000/-
			300 Tonne Self Propelled Container Cargo Vessel “MV RabindraNath Tagore”	INR 1,82,000/-
11.	6.7	Bid Validity	90 days after submission date of the Technical Bid	
12.	-	JV/consortium allowed	Yes	
13.	-	The formats for the Technical Bid	FORM 4A: Form of Tender	
			FORM 4B: Average Annual Turnover	
			FORM 4C: Power of Attorney (for authorized representative of the bidder)	
			FORM 4D: List of Key Personnel	
			FORM 4E: Declaration by the Bidders	
			FORM 4F: Applicant's Party Information Form	
			FORM 4G: Format for pre-bid queries	
			FORM 4H: Power of Attorney for Lead Member of JV/Consortium	
			FORM 4I: Statement of Legal Capacity	
			FORM 4I: Joint Bidding Agreement	
14.	14.3	Bid Opening date	Date : 18.06.2018 Time : 1530 hrs	
15.	-	Location of Assignment	Kolkata, West Bengal	

SECTION-IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

To

The Chief Engineer-(I & Trf.)
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector-1, NOIDA– 201 301, U.P.

Sub: Bare boat chartering of Three self-propelled inland cargo vessels.

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, terms and conditions, Technical, General and Detailed specification, Bill of Quantities, agreement and bank guarantee forms, etc. for the above named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said terms and conditions of tender, Schedule of quantities for the sum as stated in Bill of quantities of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for bare boat chartering of the vessels mentioned in the table below and submitting the EMD for the following vessels vide RTGS / NEFT in IWAI Account as per the details given therein:

S.No.	Vessel	RTGS / NEFT No. and Date	EMD (INR)	Details of the bank (Name of bank, branch, address)
1.				
2.				

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the date of opening of technical bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
7. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public-Sector Undertaking or Multilateral or International Aid Agency/Development Bank.**
8. I/ We understand that you are not bound to accept any tender you may receive and may reject all or any tender without assigning any reason.

9. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

duly authorized to sign & submit tender for an
on behalf of

(Name and address of firm)

M/s

Telephone no's.....FAX No.....

FORM 4B: Average Annual Turnover of Applicant

Sl. No.	Financial Years	Average Annual Turnover of Applicant (INR) in Last Three Years
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

This is to certify that..... *[Name of the Firm] [Registered Address]* has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note:

1. In case the Contractor does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.

FORM 4C: Power of Attorney
(for authorized representative of the bidder)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Bare boat chartering of Three self-propelled inland cargo vessels. The selection of Contractor for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER

OF ATTORNEY ON THIS ... DAY OF..... , 20**

For ...

(Signature, Name, Designation and Address)

Witnesses:

- 1.....
2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

FORM 4D: List of Key Personnel

Sr. No.	Position / Role	No.
1.	Master	
2.	Control Operator	
3.	Licensed Engine Driver	
4.	Driver 1 st class	
5.	Greaser	
6.	Lascar	
7.	Labourer	

FORM 4E: Declaration by the Bidders

To,

Date:.....

**The Chief Engineer-(I & Trf.),
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District- Gautam Buddha Nagar (U.P.)**

Sub: Declaration from the Bidder.

Tender Reference No:.....

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	We have not been banned or de listed by any government or quasi government agency or public-sector undertaking.
3.	<input type="checkbox"/>	We provide our acceptance to all Tender Terms and Conditions.
4.	<input type="checkbox"/>	Acknowledgment by Bidder as per Clause 8 of ITB

5. We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.

Yours Faithfully
(Signature of the Bidder, with Official Seal)

Note: Please Tick the appropriate box in the above table.

FORM 4F: Applicant's Party Information Form

Applicant name: <i>[insert full name]</i>
Applicant's Party name: <i>[insert full name of Applicant's Party]</i>
Applicant's Party country of registration: <i>[indicate country of registration]</i>
Applicant Party's year of constitution: <i>[indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant Party's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

FORM 4G: Format for Pre bid queries by Bidders
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S.No.	Section No. Clause, Sub Clause No and Page No.	Tender clause description	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

FORM 4H: Power of Attorney for Lead Member of JV/Consortium

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued.)

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Bids from interested parties for the **“Bare boat chartering of Three self-propelled inland cargo vessels”** and Whereas,
.....and (collectively the “JV/Consortium”) being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV/Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s.
..... having our registered office at, M/s.
..... having our registered office at, and
..... having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at
....., being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the

Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's Bid for the **"Bare boat chartering of Three self-propelled inland cargo vessels"**.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF 20**

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the
JV/Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostil certificate.*

FORM 4I: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of JV/Consortium)

Ref.

Date:

To,

Chief Engineer-(I & Trf.)
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

We hereby confirm that we/ our members in the JV/Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that (insert member's name) will act as the Lead Member of our JV/consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Lead Member/Authorised Signatory shall be legally binding on the Consortium.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

FORM 4J: Joint Bidding agreement

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (herein after referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (herein after referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the “**Bids**”) by its Request for Bid dated (The “**tender Document**” for “**Bare boat chartering of Three self-propelled inland cargo vessels (03 vessels of 300 MT)**” (the “**Project(s)**”)
- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV/Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

2. JV/Consortium

- 2.1 The Parties do hereby irrevocably constitute a JV/consortium for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV/Consortium and not individually and/ or through any other JV/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the JV/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/Consortium during the Bidding Process and until the signing of the tender for **Bare boat chartering of Three self-propelled inland cargo vessels (03 vessels of 300 MT)** when all the obligations shall become effective;
- (b) Party of the Second Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the

tender for **Bare boat chartering of Three self-propelled inland cargo vessels (03 vessels of 300 MT)**

- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV/Consortium's Special Purpose Company.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for **Bare boat chartering of Three self-propelled inland cargo vessels (03 vessels of 300 MT)**, till such time as prescribed in accordance with the tender for **Bare boat chartering of Three self-propelled inland cargo vessels (03 vessels of 300 MT)**

6. Shareholding

- 6.1 The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent to(as per clause 6.9.2) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold(as per clause 6.9.3) equity in the subscribed and paid up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the contractor.
- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for **Bare boat chartering of Three self-propelled inland cargo vessels (03 vessels of 300 MT)**.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) Require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

(e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for **Bare boat chartering of Three self-propelled inland cargo vessels (03 vessels of 300 MT)** Contract is achieved under and in accordance with the tender for **Bare boat chartering of Three self-propelled inland cargo vessels (03 vessels of 300 MT)** in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1) _____
- 2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

SECTION-VI: TERMS & CONDITIONS

1. **Brief about Project**

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 etc., unless otherwise specifically expunged in writing.

3. **Terms of Charter**

Dry charter of Three numbers self-propelled cargo vessels of IWAI.

4. **Vessels**

03 (Three) numbers of vessels owned by the Authority having the following name and description. All the vessels are in operational condition:

The reserved price of above Three inland cargo vessels shall be as under:

#	Name of Vessel	Reserve Price/ Floor Price of bare boat dry charter hire charge per month
1.	300 Tonne Self-Propelled General Cargo Vessel M.V. Lal Bahadur Shastri	Rs.1,82,000/
2.	300 Tonne Self Propelled Oil Tanker “MV Vishweshariyya”	Rs.1,82,000/
3.	300 Tonne Self Propelled Container Cargo Vessel “MV RabindraNath Tagore”	Rs.1,82,000/

Note: The price at which the vessels are awarded to the bidder for hire shall be increased annually at the rate of 10% per annum.

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). In case dry docking due date of the vessels falls within the chartering period, the period of charter shall be exclusive of the dry-docking period.

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 terminated 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 by 12 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 terms and conditions 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 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/ Performance Security

The successful tenderer / charterer shall submit separate irrevocable Bank Guarantee, as per prescribed proforma of IWAI, in favour of IWAI for the fixed amount indicated below 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.

Name of Vessel		Amount
1.	M V Lal Bhadur Shastri	Rs.4,37,000/-
2.	M V Vishweshsariyya	Rs.4,37,000/-
3.	M V Rabindranath Tagore	Rs.4,37,000/-

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 any reference to the charterer. The approved proforma for bank guarantee towards security deposit is enclosed as Annex-I hereto.

12. Hire Charges

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). Postdated 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, interalia, include dishonor of postdated 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 / electronic / 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/ electronic / 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) for 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.

The insurance shall be done by the charterer in the following manner:

- a) The vessel including hull and machinery.

- b) Comprehensive insurance, including wreck removal.
- c) Insurance for crew deployed by the contractor.

The documentary proof of all the above three insurances will have to be submitted to IWAI by the charterer prior to commencement of operation.

- 18.** Intending tenderer(s) shall quote the net hire charge for each vessel per calendar month which they agree 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 Deposit (EMD)

EMD shall be as mentioned in ITB of this Tender document.

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 period 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.** The successful charterer should consider the following points:

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 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 cargo vessels” as enumerated in Annexure – VI of these tender documents.

b) If the statutory dry-docking survey repair of any of the cargo vessels to be conducted once in every 4 years falls during the period of 2 (two) years of charter hire of respective cargo vessel, the dry docking of the vessel shall be charterer’s responsibility and the cost of such statutory dry-docking repair shall be borne by IWAI. The charterer must produce original bills to claim for the repair work.

The schedule for dry docking is as follows:

#	Name of Vessel	Dry Dock Due date
1.	300 Tonne Self-Propelled General Cargo Vessel M.V. Lal Bahadur Shastri	Mar 2018
2.	300 Tonne Self Propelled Oil Tanker “MV Vishweshariyya”	Sep 2017
3.	300 Tonne Self Propelled Container Cargo Vessel “MV Rabindra Nath Tagore”	Aug 2017

(c) In case the statutory dry-docking survey by IWAI as indicated above, charter hire charge for the exact period of such statutory survey repair will be waived by IWAI. Further the period of charter hire will 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 vessels.

(d) Bidder shall observe the following before carrying out dry docking of the vessel

- (i) The bidder shall duly inform IWAI about carrying out dry docking of the vessel one month prior to the scheduled date. Prior to dry docking of the vessels dry docking survey of the vessel shall be carried out by IWT surveyor.
- (ii) Dry dock repair items shall be approved by IWAI
- (iii) Operator who shall be responsible for carrying out dry docking of the vessel shall obtain minimum 3 quotations from regular shipyard/repair companies.

- (iv) The final quotation shall be approved by IWAI and only then the dry docking shall be carried out by the operator.
 - (v) Post dry docking, summary shall be prepared by the IWT surveyor and certificate for the same shall be obtained by the operator.
- 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 - VI) 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 – VI.
- 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 – VI. 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, 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 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, 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 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 the 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.

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 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 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 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 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 promote Inland waterway transport in NW-1(Haldia-Varanasi).
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. 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 – VI 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 up to 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- VI 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 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 - VI 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.

SECTION - V: FINANCIAL BID STANDARD FORMS

Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide chartering services for [Insert title of Assignment/Job] in accordance with your Request for proposal dated [Insert Date] and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of all types of taxes other than service tax which is mentioned in the Price Bid along with the basic hire charges for the vessel. We acknowledge that the award of tender shall be on basic price quoted by us. All other taxes (such as VAT, Sales tax, Income tax, duties, fees, levies or any other tax) shall be borne by us. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated inclause...

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

Form Fin – 2A: Summary of Cost

(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/151/2018- Bare Boat Charter/2018

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

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).

Sl. No.	Name and Type of the Vessel	Monthly Charter Hire Charges for each vessel
1)	MV Lal Bahadur Shastri (basic charges)	(in figures)(in words) (Rupees)
2)	GST
3)	Total	(in figures)(in words) (Rupees)

*The price at which the vessels are awarded to the bidder for hire shall be increased annually at the rate of 10% per annum

* The basic hire charges quoted by the bidder shall not be lesser than the reserve price of that vessel.

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

Date:

Form Fin – 2B: Summary of Cost

(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/151/2018- Bare Boat Charter/2018

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

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).

Sl. No.	Name and Type of the Vessel	Monthly Charter Hire Charges for each vessel
1)	MV Vishveshwariyya (basic charges)	(in figures)(in words) (Rupees
2)	GST
3)	Total	(in figures)(in words) (Rupees

*The price at which the vessels are awarded to the bidder for hire shall be increased annually at the rate of 10% per annum

* The basic hire charges quoted by the bidder shall not be lesser than the reserve price of that vessel.

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

Date:

Form Fin – 2F: Summary of Cost

(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/151/2018- Bare Boat Charter /2018

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

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).

Sl. No.	Name and Type of the Vessel	Monthly Charter Hire Charges for each vessel
1)	MV Rabindra Nath Tagore (basic charges)	(in figures)(in words) (Rupees)
2)	GST
3)	Total	(in figures)(in words) (Rupees)

*The price at which the vessels are awarded to the bidder for hire shall be increased annually at the rate of 10% per annum

* The basic hire charges quoted by the bidder shall not be lesser than the reserve price of that vessel.

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

Date:

SECTION-IX: ANNEXES

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Chairman

Inland waterways Authority of India

Ministry of Shipping, Govt. of India

A-13, Sector-1,

Noida (U.P.)

Pin- 201301

In consideration of the (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Contractor**”) as a follow up to the Letter of Award no.....dated..... issued by the Employer for **Bare boat chartering of Three self-propelled inland cargo vessels**, on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute

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

3. We, **(Bank)** further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We **(Bank)** further agree with the Employer that the Employer shall have 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 or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or 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 such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable

against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2018
for
(Indicate the name of bank)

Signature.....
Name of the Officer
(In Block Capitals)
Designation
Code No.
Name of the bank and Branch.(SEAL)

ANNEX - II: AGREEMENT FORM

Bare boat chartering of Three self-propelled inland cargo vessels

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONTRACTOR

This agreement made on this day of Two thousand Eighteen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/S.....having its office at(hereinafter called “ Contractor “which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office) on the other part.

WHEREAS IWAI is desirous of Bare boat chartering of Three self-propelled inland cargo vessels as per the work Order No.datedin accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONTRACTING FIRM has agreed for Bare boat chartering of Three self-propelled inland cargo vessels on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

The Contractor shall undertake the work for **Bare boat chartering of Three self-propelled inland cargo vessels** as per the work Order No.dated

.....in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Terms and conditions
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendum's
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)
- l)
- m)

In WITNESS whereof the IWAI has caused Shrion their behalf to hereunto set his hand and the Contractor has caused Shri on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

- 1)
- 2)

.....

And this deed was duly executed by Shri.....for the Contractor above named in the presence of

Witnesses of Contractor

- 1)
- 2)

ANNEX -III: DETAILS OF BANK ACCOUNT

FOR RELEASE OF PAYMENT THROUGH ELECTRONIC FUND TRANSFER SYSTEM

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

NAME OF THE PROJECT: _____

We _____ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay / default due to any technical reasons beyond IWAI's control:-

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH : _____

OF THE BANK

BRANCH CODE : _____

ACCOUNT TYPE

(SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

IWAI hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold IWAI responsible.

Signature of Authorized Signatory

Name & Designation

Date:

Place

ANNEX-IV: BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a Bank Account No. with our branch and the bank particulars mentioned above are correct.

Date:
Name: _____

Authorized Signatory
Authorization No. _____

Official Seal/Stamp

ANNEX-V: TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Date:

The Chief Engineer-(I & Trf.)
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District: - Gautam Buddha Nagar (U.P.)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/Work: -Bare boat chartering of Three self-propelled inland cargo vessels

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting (if any) and/ or corrigendum(s) (if any) issued from time to time by your department/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.

5. In case any provisions of this Tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully
(Signature of the Bidder, with Official)

To be signed by the bidders' and the same is to be signed by Authorized Signatory/competent Employer on behalf of IWAI.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 2018

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Chief Engineer-(I & Trf.), Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/)(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for Bare boat chartering of Three self-propelled inland cargo vessels.

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the

contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors

- 1) The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- 3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Employer.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Date :

ANNEX - VI: RUNNING REPAIR AND MAINTENANCE SCHEDULE INCLUDING MACHINERY, STERN GEAR, EQUIPMENT, ETC. 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 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 proof-ness and all fittings such as cocks, gauges, glasses, valves etc., are to be repaired and maintained as necessary.
- (c) The entire recommendation, passage, decks, alleyways, engine room, floors, Ford and aft, stores space, store galley, bathroom and 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 alternate 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 lube 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 lube 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 lube oil after every 1000 hours of running. Lube 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 wind glass, 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) 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.
 - (m) The statutory dry-docking survey repair of any of the cargo vessels to be conducted once in every 4 years, during the period of 2 (two) years" of charter hire of respective cargo vessel shall be at the cost of IWAI. However, charterer shall inform at least 30 days in advance to IWAI when such statutory dry dock repairs are becoming due to make estimates and arrangements for statutory dry dock repairs. Charter hire charge for the exact period of such statutory survey repair will be waived by IWAI.
 - (n) 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.

* * *

ANNEXURE - VII: 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	Validity of Survey Certificate
1.	MV Lal Bahadur Shastri	Mar 2014	Mar 2018	
2.	MV Vishweshsariyya	Sep 2013	Sep 2017	
3.	MV RabindraNath Tagore	Aug 2013	Aug 2017	

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

Authorized Signatory

Name :

Designation :

Name of Firm :

Address :

Authorized Signatory

Name :

Designation :

Name of Firm :

Address :