

**CENTRAL INLAND WATER TRANSPORT CORPORATION LIMITED**  
**( A Government of India Undertaking)**

**Registered Office :**

4, Fairlie Place  
Kolkata – 700 001.  
Tel : (033) 2210-9247, 2243-5718  
Telefax : (033) 2243 6164  
E-mail : ciwtc@cal3.vsnl.net.in  
Web-site : [www.ciwtcltd.com](http://www.ciwtcltd.com)

**Unit Office :**

Tea Transit Sheds  
6, Garden Reach Road  
Kolkata – 700 043  
Tel : (033) 2439-6043 / 5368 / 7764  
Telefax : (033) 2439-6918

**E-AUCTION CATALOGUE**

**E-AUCTION FOR DRY CHARTER WITHOUT MANNING OF 15 (FIFTEEN) NOS. DUMB BARGES, 6(SIX) NOS. PUSHER TUGS AND 9(NINE) NOS. SELF PROPELLED CARRIERS OF M/S. CENTRAL INLAND WATER TRANSPORT CORPORATION LIMITED ON “AS-IS-WHERE-IS” BASIS FOR A PERIOD OF 5 YEARS EXTENDABLE BY MORE 3 YEARS.**

**DETAILS OF DUMB BARGES**

Sl. No.	Name of the Vessel	Loaded Draft	GRT	Carrying Capacity	Hatch opening (LxB) mts.
1.	D.B. Mundeswari	1.83 M	616	750 MT	4– holds: 7.47 X 7.90 – 1 No. 12.97 X 7.90 – 3 Nos.
2.	D.B. Kosai	1.83 M	682	750 MT	– do –
3.	D.B. Rapti	1.83 M	682	750 MT	– do –
4.	D.B. Arani	1.83 M	616	750 MT	– do –
5.	D.B. Koel	1.83 M	512	750 MT	– do –
6.	D.B. Tapti	1.83 M	508	750 MT	– do –
7.	D.B. Bitasta	1.83 M	682	750 MT	– do –
8.	D.B. Raimangal	1.83 M	682	750 MT	– do –
9.	D.B. Gilgit	1.83 M	682	750 MT	– do –
10.	D.B. Phalgu	1.83 M	656	750 MT	– do –
11.	D.B. Bidyadhari	1.83 M	682	750 MT	– do –
12.	D.B. Saptamukhi	1.83 M	682	750 MT	– do –
13.	D.B. Tista	1.83 M	508	750 MT	– do –
14.	D.B. Kansabati	1.83 M	512.70	750 MT	– do –
15.	D.B. Silai	1.83 M	508.20	750 MT	– do –

Sl. No.	Name of the Vessel	Year of Built	Dimension (LXBXD) in Mtrs.	Depreciated Present Market value of Asset (Rs. Lakh)
1.	D.B. Mundeswari	1989	65.00x10.00x2.90	108.00
2.	D.B. Kosai	1991	65.00x10.00x2.90	126.00
3.	D.B. Rapti	1989	65.00x10.00x2.90	108.00
4.	D.B. Arani	1991	65.00x10.00x2.90	126.00
5.	D.B. Koel	1985	65.00x10.00x2.90	72.00
6.	D.B. Tapti	1985	65.00x10.00x2.90	72.00
7.	D.B. Bitasta	1989	65.00x10.00x2.90	108.00
8.	D.B. Raimangal	1988	65.00x10.00x2.90	99.00

Sl. No.	Name of the Vessel	Year of Built	Dimension (LXBXD) in Mtrs.	Depreciated Present Market value of Asset (Rs. Lakh)
<b><u>DUMB BARGES (Continued)</u></b>				
9.	D.B. Gilgit	1991	65.00x10.00x2.90	117.00
10.	D.B. Phalgu	1986	65.00x10.00x2.90	72.00
11.	D.B. Bidyadhari	1989	65.00x10.00x2.90	99.00
12.	D.B. Saptamukhi	1990	65.00x10.00x2.90	108.00
13.	D.B. Tista	1985	65.00x10.00x2.90	63.00
14.	D.B. Kansabati	1985	65.00x10.00x2.90	63.00
15.	D.B. Silai	1985	65.00x10.00x2.90	63.00

**DETAILS OF PUSHER TUGS**

Sl. No.	Name of the Vessel	Dimension (LXBXD) in Mtrs.	Loaded Draft GRT	Main Engine Make & Type	Gear Box Make & Type	Aux. Engine Make & Type
1.	P.T. Tamluk	27.50x7.50x2.60	1.70 M 208 MT	CUMMINS KTA 1150 M	KPC MGP 700-20	Ashok Leyland ALU 470
2.	P.T. Trihut	28.50x7.60x2.50	1.72 M 214 MT	GRSE R 8V 16/18 TLS	KPC MGP 1000-20	Ashok Leyland ALU 470
3.	P.T. Kannauj	28.50x7.60x2.50	1.72 M 214 MT	GRSE R 8V 16/18 TLS	KPC MGP 1000-20	Ashok Leyland ALU 470
4.	P.T. Tanjore	28.50x7.60x2.50	1.72 M 214 MT	CUMMINS KTA 1150 M	KPC MGP 1000-20	Ashok Leyland ALU 470
5.	P.T. Kakdwip	28.50x7.60x2.50	1.72 M 214 MT	GRSE R 8V 16/18 TLS	KPC MGP 1000-20	Ashok Leyland ALU 470
6.	P.T. Koshal	28.50x7.60x2.50	1.72 M 214 MT	GRSE R 8V 16/18 TLS	KPC MGP 1000-20	Ashok Leyland ALU 470

Sl. No.	Name of the Vessel	Year of Built	Type of Propulsion	Total Power (BHP)	Bollard Pull (T)	Depreciated Present Market value of Asset (Rs. Lakh)
1.	P.T. Tamluk	1993	Twin Screw	940	12	338.67
2.	P.T. Trihut	1987	"	1236	12	211.67
3.	P.T. Kannauj	1985	"	1236	12	169.33
4.	P.T. Tanjore	1985	"	1236	12	169.33
5.	P.T. Kakdwip	1985	"	1236	12	169.33
6.	P.T. Koshal	1985	"	1236	12	169.33

**SOME OTHER DETAILS OF SELF PROPELLED CARRIERS**

Sl. No.	Name of the Vessel	GRT	Dimension (LXBXD) in Mtrs.	Loaded Drafft	Main Engine Make & Type	Gear Box Make & Type	Aux. Engine Make & Type
1.	M.V. Pragati	512.31	49.12x8.75x2.55	1.85 M	Cummins NHRS-6-M	KPC MG 512	KOEL RB 33 M
2.	M.V. Rajanikanta	582	55.00x10.00x2.55	1.85 M	MWM IBD 232 V12	David Brown – MH-1250	KOEL RB 33 M
3.	M.V. Subhas	623.60	56.60x10.00x3.00	1.85 M	KOEL W6V BSM	KPC MGP 305-10	KOEL RB 33 M
4.	M.V. Atulprasad	582	55.00x10.00x3.00	1.85 M	MWM IBD 232 V12	David Brown – MH-1250	KOEL RB 33 M
5.	M.V. Tansen	582	55.00x10.00x3.00	1.85 M	MWM IBD 232 V12	David Brown – MH-1250	KOEL RB 33 M
6.	M.V. Dwijendralal	582	55.00x10.00x2.55	1.85 M	MWM IBD 232 V12	David Brown – MH-1250	KOEL RB 33 M
7.	M.V. Nazrul	750	56.05x10.15x3.00	1.85 M	KOEL W6V BSM	KPC MGP 305-10	KOEL RB 33 M
8.	M.V. Ranapratap	594	55.00X10.45X3.00	1.85 M	MWM IBD 232 V12	David Brown – MH-1250	KOEL RB 33 M
9.	M.V. Jawahar	623.60	56.60X10.00X3.00	1.85 M	KOEL W6V BSM	KPC MGP 305-10	KOEL RB 33

Sl. No.	Name of the Vessel	Year of Built	Carrying Capacity (DWT)	Type of Propulsion	Total Power (BHP)	Depreciated Present Market value of Asset (Rs. Lakh)
1.	M.V. Pragati	1979	400 MT	Twin Screw	436	34.67
2.	M.V. Rajanikanta	1991	600 MT	– do –	620	242.67
3.	M.V. Subhas	1984	600 MT	– do –	600	121.33
4.	M.V. Atulprasad	1989	600 MT	– do –	620	208.00
5.	M.V. Tansen	1990	600 MT	– do –	620	225.33
6.	M.V. Dwijendralal	1991	600 MT	– do –	620	242.67
7.	M.V. Nazrul	1983	600 MT	– do –	600	104.00
8.	M.V. Ranapratap	1989	600 MT	– do –	620	190.67
9.	M.V. Jawahar	1984	600 MT	– do –	600	104.00

**CENTRAL INLAND WATER TRANSPORT CORPORATION LIMITED  
( A Government of India Undertaking)**

**NOTICE INVITING E-AUCTION**

**Sub. : E-AUCTION FOR DRY CHARTER WITHOUT  
MANNING OF VESSELS OF CIWTC LTD. ON  
“AS-IS-WHERE-IS” BASIS FOR A PERIOD OF  
5 YEARS EXTENDABLE BY 5 YEARS.**

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Central Inland Water Transport Corporation Limited invites tenders in E-Auctions for dry charter without manning of vessels from bona fide firms fulfilling the Eligibility Criteria as enumerated hereunder and also having valid Trade Licence and proof of submission of Return of I.T and P.F. for last 3 years.

**Last date of submission of Techno – Commercial Bid of E-Auction :**

01.04.2011 upto 14.00 Hrs. at the office of M/s. MSTC Ltd., 225-F, A. J. C. Bose Road, Kolkata-700 020.

**Date and time of commencement of E-Auction Price Bid :**

8<sup>th</sup> April, 2011 at 11.00 Hrs. to 16.00 Hrs. for 06 Vessels.

11<sup>th</sup> April, 2011 at 11.00 Hrs. to 16.00 Hrs. for 06 Vessels.

12<sup>th</sup> April, 2011 at 11.00 Hrs. to 16.00 Hrs. for 06 Vessels.

13<sup>th</sup> April, 2011 at 11.00 Hrs. to 16.00 Hrs. for 06 Vessels.

14<sup>th</sup> April, 2011 at 11.00 Hrs. to 16.00 Hrs. for 06 Vessels.

## **(II) ELIGIBILITY CRITERIA**

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

1. The firms interested in chartering of CIWTC's above vessels must have a good track record and must not have been black-listed by any Government Organization/ PSUs / Statutory Body / Major Ports in course of last **5** years. Bids of such black listed firms will not be considered by the corporation. The firms must submit a self declaration certificate signed only by Managing Director in this regard.

The intending bidders must have positive net worth as on **31.03.2010** being 25% of the project value per year. The depreciated present market value of vessels is to be considered as the project value for the purpose of calculation of net worth, which is required to be ascertained from the "Certified Balance Sheet". This should be certified by a firm of Chartered Accountants.

The bidders, alongwith the offer, also have to submit Banker's / Solvency Certificate, which is to be issued by the Regional Manager of the bank only regarding the financial credential of the firm.

2. The intending bidders should have proven experience in transportation logistics by any mode. However, experience of the firm of having successfully completed similar works will be as under :-
  - (i) Executed 3(three) similar contracts of 1/3<sup>rd</sup> each of annual project value by any mode of transport in last 7 years ending **31.03.2010**.  
Or,
  - (ii) Executed 2(two) similar contracts of 1/2 each of annual project value by any mode of transport in last 7 years ending **31.03.2010**.
  - (iii) Executed 1(one) similar contract of 2/3<sup>rd</sup> each of annual project value by any mode of transport in last 7 years ending **31.03.2010**.

The intending bidders should have turnover during each of the last 3(three) financial years, equivalent to the total present assessed value of the vessels.

3. Constituent(s) of the firm of charterer can not be changed during the period of chartering of CIWTC'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 written permission of CIWTC Ltd.
4. The intending bidders may participate on their own strength or with Joint Venture / Collaboration of bidders.
5. For addendum of eligibility criteria, please refer to addendum as per **Annexure – I**.

The broad outline of Joint Venture will be as follows : -

- One of the Joint Venture partners must fulfill the pre-qualification criteria of experience including financial criteria as mentioned above. Collection experience etc. will not be adjudged for purpose of the bid. As regards Bank Guarantee towards Earnest money / Security deposit, the same should be deposited by the principal partner in favour of CIWTC.
  - All the associates of Joint Venture must have positive net worth as on **31.03.2009 / 31.03.2010** and audited Balance Sheet for the last three years must be submitted.
  - All the associates of Joint Venture and their sister concerns whose ownership is same must declare that they have not been debarred/de-listed by any Govt./Quasi Govt./Public Sector Undertakings in India.
  - When not otherwise mentioned, all the associates of Joint Venture must produce Annual Reports, Balance Sheet, Banker's Certificate etc.
  - All the associates of Joint Venture must be equally, jointly and severally responsible for the proposed charter of vessels.
  - Joint Venture Agreement must be done on a Rs. 50/- Bond Paper and duly notarized. A letter of authority giving necessary Power of Attorney for bidding must also be submitted in name of the Associate submitting the bid.
6. The intending tenderers will be allowed to bid for any number of vessels. However, the prospective bidder who will bid for a flotilla comprising of one Tug and two Barges or any three vessels together will be allowed a **discount @5%** for each such flotilla.

**(III) MODE OF SUBMISSION OF TECHNO – COMMERCIAL BID**

1. The Techno-Commercial bid should be submitted with covering letters in sealed envelope duly superscribing clearly "E-AUCTION FOR CHARTER HIRE OF DUMB BARGES, PUSHER TUGS & SELF PROPELLED CARRIERS" written prominently. The full name, postal address and fax / e-mail address of the bidder shall be written at the bottom left hand corner of each of the sealed envelopes.
2.
  - a) "TECHNICAL AND COMMERCIAL BID" (INSTRUCTION TO BIDDERS) duly signed in blue ink and sealed on each page as a token of acceptance of the terms and conditions of the charter hire of CIWTC's vessels as contained therein.
  - b) Banker's Cheque / Demand Draft towards Earnest Money.
  - c) Documents to establish the eligibility criteria : -
    - i) Balance Sheet and the Profit & Loss Account together with Tax Audit Report duly certified by a firm of Chartered Accountant for the last three financial years.
    - ii) Memorandum of Association and Article of Association / Partnership Deeds, as applicable.
    - iii) Work experience to establish eligibility criteria.
  - d) Receipted copy of Return of Income filed with Income Tax Authority for last 3 years.
  - e) Receipted copy of Return of Employees' Provident Fund (EPF) for last 3 years and Employees' State Insurance for last 3 years
  - f) Any additional relevant information to be furnished by the bidder.

Part – II (Price – Bid) of the tender will be by e-tendering through MSTC, where Reserve Prices in respect of each of the vessel will be mentioned.
3. Price bids of only those bidders whose techno-commercial proposals are complete and found acceptable, shall be allowed and considered in the e-auctioning through MSTC commencing on 8<sup>th</sup> April, 2011 at 11.00 hrs. MSTC will inform as per their practice to the successful and unsuccessful bidders accordingly.

- 4.** Bidders are advised to submit their offers strictly based upon the detailed terms and conditions contained in "INSTRUCTION TO BIDDERS" being a part of this e-auction document and not to stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated in Techno-Commercial Bid. CIWTC Ltd. reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.
  
- 5.** Techno-Commercial Bids received late at M/s. MSTC's office after the stipulated last date and time for receipt of bids, due to any reason whatsoever will not be considered. Bids shall be adjudged as non-responsive due to any of the following reasons :
  - (a)** Bids submitted after the due date and time.
  - (b)** Bids submitted without Earnest money, certificate(s) in respect of the financial and technical qualification criteria.
  - (c)** Bids submitted without documents to establish the eligibility criteria.
  - (d)** Bids submitted without receipted copies of VAT, IT and PF Returns and ESI Returns from the respective Competent Authority.
  - (e)** Any other reason as applicable.
  
- 6.** The highest evaluated offer against any vessel shall normally be accepted for award by the Corporation. However, CIWTC Ltd. reserves the right to reject any or all bids or to accept any offer in full or part without assigning any reason, whatsoever.

#### **(IV) BIDDING PROCEDURE / PRICE OFFER**

Brief particulars of vessels which will be given on charter hire have been given under Clause – 4 under Terms and Conditions. The Floor price against each vessel has also been mentioned therein. The bidders will be required to offer their best rates through e-tendering through MSTC above the Floor Price only. Offers below the reserve / floor price will not be entertained. Intending bidders have to bid for chartering of vessels along with the required Earnest Money as stated above. They can apply for chartering of any number of vessels with required Earnest Money for each of them. However, the highest bids offered by the intending Charterer against the vessels will be considered for chartering. Offer for rest of the vessels if not standing highest may be ignored by the Corporation as deemed fit. If any successful bidder refuses to take the vessel(s) on charter hire after e-auctioning of the price bids, the entire Earnest Money of the bidder for all the vessels will be forfeited without assigning any reason whatsoever. For unsuccessful bidders in price bid through e-auctioning the Earnest Money would be refunded without any interest within one month from the date of closing of the e-auction.

7. The prospective bidders should also collect, prior to submission of their Techno-Commercial Bids, all necessary information on their own regarding :-
  - i) the present condition and location of the vessels and their parameters, status of statutory certificates, speed, manpower, fuel consumption, operating cost and any other relevant information, etc., from the office of the Manager(Commercial) & OIC(RSD), River Services Division of CIWTC; prior to submission of the Techno-Commercial Bid. Phone No. (033) – 2439-5368 / 7764 / 7332 / 6043.
  - ii) Other related infrastructural, operational and commercial constraints if any, associated with the operation of these vessels in various routes.

**Intending bidders will be given opportunity to inspect all the DUMB BARGES, PUSHER TUGS & SELF PROPELLED CARRIERS at Kolkata / or at any other place with their own experts, on mutually convenient dates prior to submission of Techno-Commercial bid.**

**The intending bidders are to download the E-Auction catalogue from the MSTC Website ([www.mstcindia.com](http://www.mstcindia.com)) and submit the same duly signed on each page as a token of acceptance while submitting the Techno-Commercial Bid to M/s. MSTC Ltd.**

**No excuses whatsoever will be entertained at a later stage in this regard after submission of the E-Auction/ completion of E-Auctioning process.**

***(To be submitted on the letter head of the bidder containing address of Registered Office, telephone, fax numbers and e-mail)***

**Sub. : E-AUCTION FOR CHARTER HIRE OF CIWTC'S 15 NOS. DUMB BARGES, 6 NOS. PUSHER TUGS & 9 NOS. SELF PROPELLED CARRIERS.**

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We, .....  
having read the Tender Catalogue No. .... dated ..... 2011, detailed terms and conditions of E-Auction and all other documents / instructions forming part of the E-Auction document and having understood the same as well as after due inspection of the vessel(s) and having satisfied ourselves about the same, hereby submit our offer for Charter hire of Dumb Barges, Pusher Tug & Self Propelled Carriers (bidders to indicate the name / names of the vessels / vessels intended to be taken on charter hire by them).

**Techno – Commercial Bid**

Containing the original bid document duly signed in Blue ink and stamped on each page, bank / demand draft towards Earnest Money deposit and all other documents as per the Notice inviting E-Auction **but without the price bid** since there will E-Auction. The Banker's Cheque / Demand Draft is to be issued in favour of CIWTC Ltd.

Also the "proposed deviations in the stipulated terms and conditions of the E-Auction" has been submitted in a separate sheet or paper duly signed and stamped. (Please delete if not applicable).

Yours faithfully,

Name of Firm / Intending  
E-Auctioneer :

Signature :

Office Seal :

Date :

Place :

**CENTRAL INLAND WATER TRANSPORT CORPORATION LIMITED**  
**( A Government of India Undertaking )**  
**6, Garden Reach Road, Kolkata – 700 043.**

**TECHNICAL AND COMMERCIAL BID**  
**INSTRUCTION TO BIDDERS**

**INTRODUCTION**

Central Inland Water Transport Corporation Ltd. is interested in offering 15 Nos. Dumb Barges, 6 Nos. Pusher Tugs & 9 Nos. Self Propelled Carriers on '**as is where is**' basis and around Kolkata, Hooghly & Tribeni for dry charter without manning for a period of 5(five) years extendable for another period of 5(five) years with an increase of 10% on monthly contractual charter hire charges for the extendable period. During the period of dry charter, successful charterer(s) will have to operate and maintain the vessel(s) with their own manning. All statutory repairs / survey repairs / routine repairs / day to day running maintenance of the chartered vessels are required 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. The details of initial dry dock repair of 30 vessels are enclosed separately. In this regard, successful bidder has to furnish purchase details of the items which will be replaced by new one for making the vessel fit at their own cost for operational to the Corporation for record.

**Terms and conditions**

**1. Definition of Corporation**

The 'Corporation' means Central Inland Water Transport Corporation Limited (A Government of India Undertaking), Kolkata and its heirs, assigns and administrators etc. unless otherwise specifically expunged in writing.

**2. Definition of Charterer**

The 'Charterer' means the successful bidder meeting the requirement of the E-Auction and its heirs, assigns and administrators etc., unless otherwise specifically expunged in writing.

**3. Terms of Charter**

Dry charter without manning of 15 Nos. Dumb Barges, 6 Nos. Pusher Tug & 9 Nos. Self Propelled Carriers (Total – 30 Nos.).

#### 4. Vessels and their Floor Price

All the 30(thirty) nos. of vessels owned by the Corporation having the following names with the Floor Prices are offered on “**As is where is**” basis.

<u>Sl. No.</u>	<u>Name and type of vessels</u>	<u>Floor Price for Monthly Charter (Rs. in Lakh)</u>
<b><u>PUSHER TUG – 6 NOS.</u></b>		
1.	P.T. TAMLUK	2.45
2.	P.T. TRIHUT	0.98
3.	P.T. KANNAUJ	0.64
4.	P.T. TANJORE	0.60
5.	P.T. KAKDWIP	0.60
6.	P.T. KOSHAL	0.57
<b><u>SELF PROPELLED CARRIER– 9 NOS.</u></b>		
7.	M.V. PRAGATI	0.09
8.	M.V.RAJANIKANTA	1.70
9.	M.V.SUBHAS	0.70
10.	M.V.ATULPRASAD	1.41
11.	M.V.TANSEN	1.54
12.	M.V.DWIJENDRALAL	1.72
13.	M.V.NAZRUL	0.36
14.	M.V.RANAPRATAP	0.46
15.	M.V.JAWAHAR	0.09
<b><u>DUMB BARGE – 15 NOS.</u></b>		
16.	D.B. MUNDESWARI	0.55
17.	D.B. KOSAI	0.74
18.	D.B. RAPTI	0.55
19.	D.B. ARANI	0.70
20.	D.B. KOEL	0.25
21.	D.B. TAPTI	0.06
22.	D.B.BITASTA	0.49
23.	D.B. RAIMONGAL	0.19
24.	D.B. GILGIT	0.06
25.	D.B. PHALGU	0.06
26.	D.B. BIDYADHARI	0.06
27.	D.B. SAPTAMUKHI	0.29
28.	D.B. TISTA	0.06
29.	D.B. KANSABATI	0.13
30.	D.B. SILAI	0.22

5. **Month**

A calendar Month or part thereof as per English Calendar.

6. **Modality of Return of the Vessel(s)**

After joint inspection, checking of listing the inventory jointly by the charterer and CIWTC in presence of an independent surveyor as indicated herein, vessel(s) will be taken over by CIWTC at Kolkata by signing the Protocol of return of the vessel(s). Protocol of handing over will be the reference point at the time of return of the vessels. The vessels will be handed over in the same condition as it was on the date of handing over of the vessels.

7. **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 till the date of return of the vessel(s) to CIWTC Ltd. through signing of Protocol of return of the vessel(s). However, the duration of initial repair as stipulated for that type of each vessel will not be counted in determining the charter hire period and as such there will be no charter hire charge for such period. However, the repair period must be included in the Bank Guarantee as Security Deposit.

During the course of initial charter period of **5 years** or during the extended period of **5 years**, of the vessel again necessitates the **4** yearly statutory Dry Dock Survey Repairs then a period of not exceeding **2 (two) months** in respect of each type of vessel will be granted for such repairs and the charter hire charges will not be leviable for such period. Also, this period of **2 (two) months** will not be counted in determining the charter hire period.

8. **Tenure of Agreement**

The tenure of Agreement will be for **60 (sixty) 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 **60 (sixty) months'** period as per the terms of the Agreement, subject to handing over of the vessels(s) by the charterer to the Corporation by signing the Protocol of return. However, with mutual consent of both the parties the period of charter may be extended suitably subject to extension of validity of existing BG / submission of fresh BG, but not exceeding the **60 months**. For this purpose a notice will have to be given by the Charterer to the Corporation at least **3 (three) months** prior to expiry of the original period of charter. If the Corporation agrees to such extension of the period of charter hiring of the vessel beyond 5 (five) years, then the contractual hire charges will be increased by flat 10% for the extended period only. Mere sending of a notice to CIWTC by the charterer as above will not entail any right whatsoever on the charterer to get such an extension and in all such cases, the decision of CIWTC shall be final and conclusive in the matter, therefore binding. This is exclusive of the allowable statutory dry dock repair period (s) in respect of each vessel.

9. The intending bidders will have to inspect the vessel(s) at their aforesaid respective location offered for charter hire by the Corporation and will have to arrange repair of such vessel(s) as may be necessary to make the same fully operational, at the bidder's own cost and facility and submit their bids accordingly.

10. **Security Deposit**

The successful bidder shall submit an irrecoverable Bank Guarantee, as per prescribed proforma of CIWTC, in favour of the Corporation for the fixed amount indicated below towards Security Deposit for each Vessel and the Said Bank Guarantee(s) will remain valid till **3 (three) months** after return of the vessel(s) by the charterer to CIWTC. The said Bank Guarantee with initial validity of **5 (five) years** plus maximum repair period, which is 4 months for Tugs, SPCs and Dumb Barges with a further claim period of 3 (three) months is to be submitted to the Corporation after issuance of the Letter of Intent to the successful bidders but at least **7 days** prior to handing over of the vessel. After submission of such Bank Guarantee the Earnest Money deposit will be refunded to the successful bidders within next one month.

<u>Sl. No.</u>	<u>Name and type of vessels</u>	<u>Security Deposit in form of BG (Rs. in Lakh)</u>
<b><u>PUSHER TUG – 6 NOS.</u></b>		
1.	P.T. TAMLUK	16.93
2.	P.T. TRIHUT	10.58
3.	P.T. KANNAUJ	8.47
4.	P.T. TANJORE	8.47
5.	P.T. KAKDWIP	8.47
6.	P.T. KOSHAL	8.47
<b><u>SELF PROPELLED CARRIER– 9 NOS.</u></b>		
7.	M.V. PRAGATI	1.73
8.	M.V.RAJANIKANTA	12.13
9.	M.V.SUBHAS	6.07
10.	M.V.ATULPRASAD	10.40
11.	M.V.TANSEN	11.27
12.	M.V.DWIJENDRALAL	12.13
13.	M.V.NAZRUL	5.20
14.	M.V.RANAPRATAP	9.53
15.	M.V.JAWAHAR	5.20
<b><u>DUMB BARGE – 15 NOS.</u></b>		
16.	D.B. MUNDESWARI	5.40
17.	D.B. KOSAI	6.30
18.	D.B. RAPTI	5.40
19.	D.B. ARANI	6.30
20.	D.B. KOEL	3.60
21.	D.B. TAPTI	3.60
22.	D.B.BITASTA	5.40
23.	D.B. RAIMONGAL	4.95
24.	D.B. GILGIT	5.85
25.	D.B. PHALGU	3.60
26.	D.B. BIDYADHARI	4.95
27.	D.B. SAPTAMUKHI	5.40
28.	D.B. TISTA	3.15
29.	D.B. KANSABATI	3.15
30.	D.B. SILAI	3.15

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

If the Charterer fails to observe any of the terms and conditions of the agreement for dry charter of CIWTC's vessel (s), CIWTC 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 **Annexure – II** hereto.

## 11. Hire Charges

The charges for charter hire of each vessel shall be calculated on monthly basis i.e. on Dry Charter basis. However, at the time of handing over to charterer(s) and taking over of the vessel back to the Corporation, if the number of days of charter in a calendar month is less than **10 (ten) days**, the hire charges will be paid for **10 (ten) days** calculated on pro-rata basis. In case the number of days of charter in a calendar month exceeds more than **10 (ten) days** but less than **20 (twenty) days**, the hire charges for **20 (twenty) days** will be payable by the charterer. Similarly, in case the number of days of charter in a calendar month exceeds more than **20 (twenty) days** but less than **30 (thirty) days**, the hire charges for the full month will be payable by the charterer. Post dated cheques payable at Kolkata are to be submitted by the charterer for the entire period of the agreement before handing over the vessel to the charterer.

## 12. a) Termination of Contract

The Agreement shall automatically terminate on expiry of its tenure as mentioned in **Clause-8** above. However, in case of any failure on the part of the charterer or the corporation 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 (three) months** notice in writing to either party. Furthermore, in cases where the Corporation has determined that the Charterer has not abided by the terms and conditions of the Agreement which, inter alia, include dishonour of post dated cheque(s) (PDCs) and any further continuation of the agreement would be detrimental to the interest of the Corporation, the Corporation 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 at Kolkata to CIWTC forthwith. For addendum of contract please refer to Addendum.

## b) Early / Pre-determine Termination of Contract

Contract can be terminated early or pre-determine termination for any event or circumstances excepting Force Majeure events when and whatever deem fit or on combination of event and circumstances which materially and adversely effect the Corporation as mentioned below :-

### (1) Event of Default

Upon the occurrence of event of default by the successful bidder the Corporation shall without prejudice to any other rights and remedies available to it under this agreement / contract are entitled to terminate the agreement / contract even before the expiry of the period of the said contract.

## **(2) Condition of surrender of vessel**

Successful Bidders may require to hand over the vessels with all improvement / repairing / change and equipment etc. to the Corporation as per condition of the agreement / contract in good order and condition less normal wear and tear.

## **(3) Compensation to the Successful Bidder**

In case of early / pre-determined termination of contract before expiry of contractual period the payment of compensation will be as under :

**(i)** If the termination is due to event of default of the Corporation, then only the estimated cost of the repair of vessels as indicated herein / actual cost of repair of vessel of successful bidder whichever is lower will be considered. In this regard, successful bidder has to produce entire cost of repair with legal document to the Corporation just after completion of repairing of vessel and Corporation have right to scrutinize the expenditure through nominating an Independent(s) registered Surveyor for conclusion, if required.

**(ii)** Corporation shall compensate on prorata basis the successful bidder only on the value of the repair cost without any interest which will be as follows :

<b><u>Period</u></b>	<b><u>Compensated Amount</u></b>
After 0 months, i.e., without running the repaired vessel :	100%
After 3 months running the repaired vessel :	95%
After 6 months running the repaired vessel :	90%
After 9 months running the repaired vessel :	85%
After 12 months running the repaired vessel :	80%
After 15 months running the repaired vessel :	75%
After 18 months running the repaired vessel :	70%
After 21 months running the repaired vessel :	65%
After 24 months running the repaired vessel :	60%
After 27 months running the repaired vessel :	55%
After 30 months running the repaired vessel :	50%
After 33 months running the repaired vessel :	45%
After 36 months running the repaired vessel :	40%
After 39 months running the repaired vessel :	35%
After 42 months running the repaired vessel :	30%
After 45 months running the repaired vessel :	25%
After 48 months running the repaired vessel :	20%
After 51 months running the repaired vessel :	15%
After 54 months running the repaired vessel :	10%
After 57 months running the repaired vessel :	05%
After 60 months running the repaired vessel :	00%

- 13.** 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 Corporation shall take possession of the vessel(s) forthwith without giving any notice to the charterer. However, on completion of such national requirement, the vessel(s) will again be handed over by the Corporation 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 including the time required for taking over / handing over will not be counted towards the term of the agreement. In addition, a mobilization / demobilization period of total two weeks will be allowed without changing the charter hire rate.
- 14. a)** After issue of the Letter of Intent / SIL by the Corporation accepting the offer of the successful bidder(s) / charterer(s) for charter hire of the vessel(s) and after submission of the Bank Guarantee towards Security Deposit by the successful bidder(s) / charterer(s) 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 Corporation alongwith the approved and independent Marine / Ship Surveyor for determining the physical condition(s) of the vessel including structural / mechanical / electrical / electronics/ outfitting and other appurtenance including on board stores and spares and stock of POL, if any, expenditure for such “hire-on” inspection shall be borne by the concerned successful bidder(s) / charterer(s) and general condition of the vessel will be recorded under joint signatures of the accredited representatives of both the parties. Also a detailed list of inventories will be jointly prepared. The same will be the basic reference while return of the vessels.
- b)** 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 CIWTC, vessel(s) will be jointly inspected by the charterer and the Corporation alongwith the approved and independent Marine / Ship Surveyor for determining the physical condition(s) of the vessel(s) including structural / mechanical / electrical / electronics/ out fitting and other appurtenance including on board stores and spares and stock of POL, if any, expenditure for such “hire-off” inspection shall be borne by the Corporation and general condition of the vessel will be recorded under joint signatures as above with reference to the Survey reference during ‘hire on’ inspection. Also the list of inventories will be matched during taking over the vessels by CIWTC.
- 15.** The charterer will allow the Corporation and extend all facility to the Corporation 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 Corporation for determining the physical condition of the vessel(s). Furthermore, the Corporation shall reserve the right to inspect any vessel at any time including the period of docking survey / initial / Docking repair at any place and the charterer will be bound to extend all his cooperation to the Corporation for this purpose.

## 16. **INSURANCE**

The successful bidder / charterer shall arrange to insure the subject vessel(s) at their cost in the name of the Corporation 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 Corporation 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 tenderers with the assistance of an Independent recognized Surveyor / Registered Valuer. This policy shall remain in force till return of the vessel(s) to the Corporation through signing of the Protocol of return.

The Insurance Policy will be issued in favour of the Corporation, being the legal owner of the vessel(s) and the original policy will be submitted to the Corporation by the charterer within 15 (fifteen) working 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 Corporation, prior to expiry of the validity of the Insurance Policy. The Insurance Policy shall be obtained from any Nationalized Insurance Company.

17. **Intending bidder(s) / charterer(s) shall quote the net hire charge for each vessel per calendar month basis which they are agreeable to pay to the Corporation 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 including the free repair period of the vessel(s) 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 Corporation.**

18. **Earnest Money ( interest free)**

The bidder(s) will have to submit the Earnest Money Deposit (EMD) at the rate of 5% of the Depreciated Present Market Value of the vessel(s) as determined by CIWTC Ltd. for the amounts indicated below for each vessel alongwith their Techno-Commercial bids.

<u>Sl. No.</u>	<u>Name of vessels</u>	<u>Earnest Money Deposit (EMD) (Rs. in Lakh)</u>
<b><u>PUSHER TUG – 6 NOS.</u></b>		
1.	P.T. TAMLUK	16.93
2.	P.T. TRIHUT	10.58
3.	P.T. KANNAUJ	8.47
4.	P.T. TANJORE	8.47
5.	P.T. KAKDWIP	8.47
6.	P.T. KOSHAL	8.47
<b><u>SELF PROPELLED CARRIER– 9 NOS.</u></b>		
7.	M.V. PRAGATI	1.73
8.	M.V.RAJANIKANTA	12.13
9.	M.V.SUBHAS	6.07
10.	M.V.ATULPRASAD	10.40
11.	M.V.TANSEN	11.27
12.	M.V.DWIJENDRALAL	12.13
13.	M.V.NAZRUL	5.20
14.	M.V.RANAPRATAP	9.53
15.	M.V.JAWAHAR	5.20
<b><u>DUMB BARGE – 15 NOS.</u></b>		
16.	D.B. MUNDESWARI	5.40
17.	D.B. KOSAI	6.30
18.	D.B. RAPTI	5.40
19.	D.B. ARANI	6.30
20.	D.B. KOEL	3.60
21.	D.B. TAPTI	3.60
22.	D.B.BITASTA	5.40
23.	D.B. RAIMONGAL	4.95
24.	D.B. GILGIT	5.85
25.	D.B. PHALGU	3.60
26.	D.B. BIDYADHARI	4.95
27.	D.B. SAPTAMUKHI	5.40
28.	D.B. TISTA	3.15
29.	D.B. KANSABATI	3.15
30.	D.B. SILAI	3.15

The EMD will have to be submitted in the form of Bankers Cheque / Demand Draft / Bank Guarantee (format enclosed) drawn in favour of Central Inland Water Transport Corporation Ltd., payable at Kolkata. The EMD can also be furnished in form of Bank Guarantee from scheduled bank in the prescribed proforma. The proforma will be made available by the Corporation. The EMD will be refunded without any interest to the successful bidder after submission of Security Deposit and Insurance Policy as mentioned at Clauses 10 & 16 above. For the unsuccessful bidder, the EMD will be refunded without any interest within one month from the date of completion of E-AUCTION.

However, after issuance of Letter of Intent (LOI), if successful bidder fails to takeover of vessel within 45 (forty five) days from the date of issuance of LOI, the entire earnest money deposit (EMD) will be forfeited since LOI will stand withdrawn.

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

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

20. 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.

21. **a)** The successful charterer shall maintain and cause to maintain the vessel(s) in every respect at their cost. Such maintenance shall cover repair and up keeping of the vessel(s), its structure, machinery, equipment, fittings, out-fittings, painting 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 Dumb Barges, Pusher Tugs & Self Propelled Carriers" as enumerated in **Annexure – III** of these tender documents. If the charterers wish to ply the said vessel in full salt water/partial salt waters, then anti-fouling paints must be applied on the underwater area.

**b)** The charterer has to arrange for 4 (Four) yearly / statutory dry docking survey repair for the Dumb Barges, Pusher Tugs & Self Propelled Carriers at the beginning before the commencement of charter for the period of 5 (five) years' charter hire of respective vessel. All costs relating to such statutory survey repair will borne by the charterer. Further the period of charter hire may be extended by CIWTC by mutual consent for another 3(three) years or less as above at the terms and conditions of charter hire as mentioned in Clause – 8. For all such repairs, a maximum of 4 months in respect of each of Tugs, Self Propelled Carriers and Dumb Barges will be individually allowed in respect of all vessels upto 10 vessels. However, a bidder (H-1) who has submitted bid for more than 10 vessels, the schedule of such allowable repair time would be as follows :

Propelled Carriers will be individually allowed in respect of all vessels from the respective and progressive handing over of the vessel, as applicable for which charter hire charge will not be levied and the duration / period of the charter will be suitably adjusted, as applicable. However, repair period would be as follows :-

**Repair Period**

Upto 10 vessels :	04 months
More than 10 vessels :	5½ months
More than 20 vessels :	07 months
More than 30 vessels :	8½ months

For modifications, please refer to Addendum.

No charter hire charge shall be levied for repair periods as stipulated above or actual period of repair, whichever is less.

The charterer will have to give proper notice to CIWTC in writing at least 10 (ten) day's prior to scheduled date of commencement of statutory survey repairs. Immediately after completion of the survey repair and on completion of the same the charterer shall have to submit to CIWTC the True Copy of the Statutory Survey Certificate issued by the competent authority to avail of such waiver of charter hire as above. The CIWTC reserves the right to inspect the vessels during such repairs which the charterer is to cooperate.

22. The vessel(s) will be handed over to successful charterer without manning in terms of the written agreement between the charterer and the Corporation for charter hire of CIWTC's vessel(s). The successful charterer shall bear all expenses to be incurred for operation of vessel(s) including the cost of fuel oil and lub. oil, marine gears, stores and safety gears / devices, communication equipment etc., required for operation of the vessel(s). Under no circumstances, the Corporation shall bear any charges on these accounts.
23. The successful Charterer shall obtain requisite license and/or clearance certificate and /or permit issued by concerned Authorities for operation of the vessel(s) at their cost. All documentation as necessary for this purpose will be prepared and made ready by the Charterer as indicated in the **Annexure – III** at their cost.
24. Cost of marine diesel oil and lubricants, if any, which will be with the vessel(s) during handing over the vessel(s) to the successful charterer will have to be reimbursed by the charterer to the Corporation separately within 15 days from date of handing over of vessels to the charterer on the basis of the joint Survey as indicated in **Annexure – III**. Unit rate of marine diesel and different types of lubricants as mentioned above will be the latest purchase rate of the Corporation. Similarly, cost of the marine diesel and lubricants, if any, which will be with the vessel(s) at the time of taking over the vessel by the Corporation will also be reimbursed by the Corporation to the charterer at the latest purchase rate of Corporation at the relevant period of time.
25. The successful 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. The charterer shall have to submit to the Corporation true copies of all relevant documents at the first instance. The name of CIWTC Ltd. will be painted on all vessels on all four sides in large letters of approx. size 0.6 M x 0.6 M at their cost.
26. The successful charterer shall deploy and keep adequate number of certified crews on board the vessel at all times as per the requirement IWT/Marine Rules.

27. The successful Charterer shall bear all charges of KoPT / IWT, WB / IWAI 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 Corporation's prescribed proforma to indemnify the Corporation against any outstanding dues of the aforesaid authorities during the entire period of charter hire. The bank guarantee for security deposit to be furnished by the successful charterer, after recoveries if any, will be released only after the charterer submits self declared 'No-Dues' certificate to the Corporation.
28. Each vessel given on charter shall be used as an Inland vessel for the purpose, as designed under the Inland Vessels Act., 1917 as amended upto date. The vessel shall be operated as per the Least Available Draft (LAD) 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 carrying capacity of the vessel (s) as mentioned in tender document neither they shall carry any contraband / disbanded materials materials in the vessels of the Corporation given on charter. The vessels shall be used "as designed" as Dumb Barges, Pusher Tugs & Self Propelled Carriers only.
29. The charterer shall not make any addition / alternation / modification of any kind whatsoever in the vessel with prior written and express permission of the Corporation at their own cost and without altering the charter hire charges.
30. The successful charterer shall be solely responsible for securing cargo, transportation, berthing, storage, loading and unloading etc. thereof. The Charterer shall be solely responsible for any damage to and/or shortage of cargo carried in the Corporation's vessel(s). The Corporation shall not be responsible under any circumstances and in any manner whatsoever for any loss and / or damage to the cargo.

**31. Subletting**

Subletting is not allowed. However, in any such case the party is to apply for the same and obtain prior approval from the Competent Authority / CMD, CIWTC Ltd. and submit PDCs for charter hire charges at a rate determined after increasing the existing rate by another 20% additionally to CIWTC Ltd. prior to effectuating the sub-letting of vessels charter on hire.

**32. 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 and suffers damage during the period of charter, the Charterer shall be liable to compensate the Corporation 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 Corporation. The charterer shall assist CIWTC to lodge relevant claim to the Insurance Company in terms of the policy. The Charterer shall be liable to abide by all Acts, Rules and Regulations etc., applicable for operation of vessel.

- 33.** 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 Corporation, 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 vessels may ply and submit an Indemnity Bond to this effect as per the Corporation's prescribed proforma within 15 days of signing of the Protocol of handing over of the vessel(s).
- 34.** The successful Charterer will follow and observe all the existing Rules & Regulations, Procedures, Enactments as imposed by the State Government and Central Government or any Statutory Authority/ Authorities as well as those which may be enacted / imposed in future in India as well as in any foreign country where the vessels may ply.
- 35.** The successful Charterer (s) will be liable for all Statutory payments when the vessels will remain under charter. A compliance certificate to this effect is to be submitted every 6 (six) months.
- 36.** The successful Charterer(s) will be allowed to operate the Corporation's vessel (s) any where in Indian Rivers and in the Rivers of Foreign Country / foreign Waters with prior permission of the Corporation. However, hiring/chartering charges will be 20% more if the vessel is taken outside India i.e. to any Foreign Country other than Bangladesh by the Charterer but this 20% enhanced hiring rate will not be applicable for the vessels which will sail to Assam / North – East India transiting via Bangladesh i.e., through the Indo Bangladesh Protocol route or for export / import to and from Bangladesh.
- 37.** During operation of the CIWTC's vessels taken on charter hire, the Charterer(s) will have to preferably use CIWTC's and IWAI's terminals and other officially declared / permitted jetties / terminals under the law and as per Indo – Bangladesh Protocol wherever available, for loading and unloading of cargoes.

- 38.** Before sailing of Corporation's vessel to any destination, it will be the sole responsibility of the Charterer to examine the availability of necessary water draught for the vessel for safe voyage and to avoid any agrounding etc. Cost of damage to the vessel due to agrounding etc., if any, is to be borne by the Charterer during the period of agrounding. The Charterer shall inform and update the Corporation about the location, status & cargo etc. of the vessel, on a monthly basis and trip to trip basis. In case of any falsification, CIWTC Ltd. reserves the right to take any action as deemed fit and necessary to the extent of forfeiting the Security Deposit and /or early termination of the agreement of charter hire as this will be considered as violation of the terms and conditions of the said agreement.
- 39.** The charterer shall be responsible for all liabilities of his crew on board the vessel. And no crew below the age of eighteen years as per prevalent laws shall be engaged on the Corporation's vessel(s) for any purpose whatsoever. The crew so appointed should have requisite experience of operating such vessel(s) i.e. Dumb Barges, Pusher Tugs & Self Propelled Carriers as per requirement and as applicable, laid down by MMD/IWT Directorate, West Bengal/elsewhere as the case may be.

**40. Return of Vessel(s)**

On completion of tenure of charter, the vessel (s) will have to be returned by the Charterer(s) to the Corporation in running / operating condition having valid licence / certificate with all machinery, equipment, fittings etc. as was prevailing as per joint inspection report and the list of inventories stated in **Annexure – III** as well as additional items / equipment / modifications, if any were provided / carried out on board during the tenure of charter which will become the property of the Corporation.

- 41.** If as a result of such inspection as at paragraphs (15) and (42), there appears to be no variation (except normal wear and tear and normal corrosion of steel structures and plates), the Corporation 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 Corporation. If electronic gauging of plates is not taken at the time of handing over of the vessels then it will also not to be taken at the time of return of the vessel(s). This taking over of the vessel(s) shall be reckoned from the date of signing of the Protocol of taking over of the vessel (s) by the authorized representative of the Charterer and the Corporation.

**42.** 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 at his cost. CIWTC will not be responsible in any way whatsoever for such damage caused by / to the vessel.

**43. 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 besides sudden expiry, change, if any, in policy, regulation or sanction/directive etc. of the Government resulting in unabling / stopping of business activities for the vessels (by IWT mode). 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 2 (two) working days 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 CIWTC for the period of operation of Force Majeure clause including a further mobilization period not exceeding 7 (seven) days in all parts of the country except in the North-East and Bangladesh, where it will be 14 (fourteen) days at the existing terms and conditions of charter hire.

If the work is suspended by Force Majeure condition lasting more than 10 (ten) days, 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.

If the period of Force Majeure event continue beyond the period of 120 days, either Party reserves the right to terminate the agreement / contract mutually without any demur to the other Party save and except the remedies state above.

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

**45. Type of Bidder**

All bidders who will participate in the tender should be Indian company with their registered office in India. However, a Foreign Company with his permanent office in India may also participate in the bidding process. In any case vessels should be ply on Indian water and routes under the Indo-Bangladesh Protocol.

**46. Arbitration**

To be inserted by M/s. MSTC Ltd.

**47. Jurisdiction**

To be inserted by M/s. MSTC Ltd.

**48. Signing of the Agreement**

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

**BANK GUARANTEE**

M/s. Central Inland Water Transport Corporation Ltd.  
4, Fairlie Place  
Kolkata – 700 001.

In consideration of Central Inland Water Transport Corporation Limited, a Government of India Undertaking, duly incorporated under the Companies Act, 1956, having its registered office at 4, Fairlie Place, Kolkata – 700 001 (hereinafter called the 'OWNERS' which expression shall unless repugnant to the subject or context include its Administrators, Assigns and Successors) having agreed to give ..... on Charter hire for a period of ..... months to M/s. .... a company ..... and having its registered office at ..... (hereinafter called the 'CHARTERER' which expression shall unless repugnant to the subject or context include its Administrators, Assigns and Successors) under the terms & conditions of the Agreement dated ..... between the Owners and the Charterer on furnishing of a Bank Guarantee for Rs. .... (Rupees .....) only in favour of the Owners towards 'Security Deposit' as per clause ..... of the said agreement.

We, ..... Bank (hereinafter called the 'Bank') having Head Office at (.....) and among other places a Branch at (.....), at the request of the Charterer, do hereby undertake to pay on demand to the 'Owners' the amount of Rs. .... (Rupees .....only) or such amount as shall remain recoverable by the Owners as per the terms & conditions of the Agreement dated ..... in the event of any breach by the Charterer of any of the terms and conditions contained in the Agreement dated .....

We, ..... Bank unconditionally and irrevocably undertake to pay to the Owners without any demur to the extent of said sum of Rs. .... (Rupees .....only) merely on a demand from the 'Owners' stating that the

claimed amount is due to the owners, Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The decision of the Owners as to the liability of the Bank under this guarantee and the amount payable there under shall be final and binding on the bank. The Bank shall pay forthwith the amount demanded by the Owners notwithstanding any dispute between the Owners and the Charterer. We further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and till the said amount has been fully recovered by the Owners and its claims satisfied and discharged and till the owners certifies that the said amount has been fully recovered from the said Charterer and accordingly discharge the Guarantee and unless any demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.

We, ..... Bank also undertake and agree that the Owners shall have the fullest liberty without our consent and without our obligation under this Guarantee to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Charterer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owners against the Charterer and to enforce or forebear any of the terms and conditions relating to the Agreement and we shall not be released from our liability under these presents by any variation exercised by the Owners with reference to the matter aforesaid or by reasons of time being given to the said Charterer or for any indulgence by the Owners to the said Charterer or by any other matter or having whatsoever which under the law relating to sureties would but for this provision have the effect of releasing us.

We, ..... Bank also undertake not to revoke this Guarantee during its currency except with the specific consent of the Owners in writing and agree that any change in the constitution of the said Charterer or liquidation or winding up or insolvency of the Charterer or any change in the constitution of the Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same shall be extended for such required period at the request from the Charterer on whose behalf the Guarantee is issued.

This Guarantee is issued subject to the condition that this letter of Guarantee shall become null and void upon the receipt by the Owner of the payment of the amount guaranteed hereby or upon acceptance by the Owner of the said vessel in accordance with the terms and conditions of the said Agreement dated ..... . After the Guarantee becomes null and void, this Guarantee shall be returned to us.

Notwithstanding anything contained herein :

1. Our liability under this Bank Guarantee shall not exceed Rs. ....  
(Rupees .....only).
2. This Bank Guarantee shall be valid upto .....
3. It is a condition to our liability for payment of the Guarantee amount or any part thereof arising under this Bank Guarantee that we receive a written claim or demand for payment under this Bank Guarantee on or before .....
4. Unless a demand or claim under this Guarantee is lodged with us in writing at ..... Bank, ..... Branch, Kolkata on or before ..... All your rights under this Guarantee will be forfeited and we shall be released and discharged from all liabilities hereunder whether or not this document shall have been returned back to us.

**RUNNING REPAIR AND MAINTENANCE SCHEDULE INCLUDING  
MACHINERY, STERN GEAR, EQUIPMENT, ETC. FOR PROPELLED VESSELS  
AND DUMB BARGES, AS APPLICABLE**

1. Prior to commencement of the contractual period of charter hire, a joint inspection would be carried out by the Charterer's representative and CIWTC's representative along with the approved and independent Marine/Ship Surveyor and each & every movable and immovable item/inventory on board the vessel will be accounted for and recorded under joint signatures and their general conditions noted for the purpose of record. The cost of this joint "hire-on" inspection would be borne by the Charterer. Similarly at the end of the contractual period of charter hire, the aforesaid lists / inventories shall be cross checked through another joint "hire-off" inspection by the Charterer's representative, CIWTC's representative and the approved and independent 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 CIWTC as per schedule / prevailing rate. The cost as assessed by CIWTC will have to be paid by the charterer to CIWTC without any demur, otherwise the same shall be recovered from the security deposit made by the charterer with CIWTC. The cost of this "hire-off" joint inspection would be borne by the Corporation. In both the aforesaid cases, the approved and independent Marine / Ship Surveyor will be appointed by the Corporation.
  
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 CIWTC 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 CIWTC will not have any financial liability whatsoever for the same.
- (a)** All exposed steel plates and structures in the hull, floor grinders, 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, Jehnson & Nicholson, ICI, etc as per I.S. If the vessel will operate in salt water / partial salt water then the under water area is to be painted with anti fouling paints.
- (b)** All bilges are to be regularly cleaned and it is to be ensured that there are no solid particles inside the bilges at any point of time. All tanks are to be regularly checked and inspected for leak proofness and all fittings such as cocks, gauges, glasses, valves etc., are to be repaired and maintained as necessary.
- (c)** The entire accommodation, passages, decks, alleyways, engine room, floors, Ford. and Aft. store spaces, store galley, bathroom & toilets including steering compartment to be cleaned of all rubbish / garbage at all times. All lights, fans, door locks, taps, basin, sink to be in working condition at all times.
- (d)** Necessary repair of the fenders should be undertaken as and when required for efficient and safe operation of the vessel.

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

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

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

- (i)** L.O. filter elements to be renewed after 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 1000 hours of running.
- (iv)** Tightening of cylinder head nuts to be carried out after 150 hours of running.
- (v)** De-carbonizing of cylinder head valve grinding and fuel injector pump to be done after 1500 hours of running.
- (vi)** Top overhauls to be carried out after every 3000 hours of running and major overhauling is to be carried out after 9000 hours of running that means after two top overhauls there will be one major overhaul.

Periodical calibration of fuel pump and injectors, de-carbonization of exhaust units and replacement of all running spares (OEM) 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 CIWTC'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 out as necessary. Pumps and all other equipment are to be maintained regularly for their proper functioning.

**(f) GEAR BOXES**

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

**(g) AIR COMPRESSOR SYSTEM**

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

**(h) STERN GEAR**

Stern Gears are to be regularly checked, stern glands to be attended as required and proper cooling of stern gear system to be ensured. Leakage of stern tube oil to be checked and remedial actions to be taken at the first instance.

The machinery as indicated above are to be checked twice a day during running of the vessel and the condition entered into log book kept in the Engine Room for scrutiny of CIWTC'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 CIWTC at the first instance. The cause of abnormal behavior is to be analyzed jointly with CIWTC's representative(s) and corrective action to be initiated by the Charterer at the earliest. It is to be observed that the bearings etc. are not heating up beyond normal.

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 EQUIPMENTS**

All Electrical Equipments namely Main Switch Board, J.B.s/ D.Bs 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 CIWTC at the interval of every 6 (six) months.

**(j) DECK MACHINERIES**

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

**(k) STEERING GEAR**

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

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

**(m)** Charterer should furnish to CIWTC record of engine room log with consumption pattern of fuel (HSD), bridge log and record of maintenance and repair (both engine side and deck side) of each vessel on monthly basis.

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 CIWTC shall not be liable against 3<sup>rd</sup> Party claims or any claim whatsoever.

At the time of return / taking over the vessel(s), joint inspection will be carried out before handing / taking over including under water inspection by the drivers if felt necessary in presence of Contractor's representative, CIWTC's representative along with approved/ independent Marine 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 CIWTC, 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 CIWTC reserves the right to encash the Bank Guarantee fully or partially necessary and recover the cost as necessary.

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

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**ANNEXURE – IV****DETAILS OF SURVEY CERTIFICATES & VALIDITY ETC. IN RESPECT OF  
30 NOS. VESSELS PROPOSED FOR BARE CHARTER**

Sl. No.	Name of Vessel	Last date / year of 4 yearly Dry Dock Survey done	Date of Validity of Survey Certificate
	<b><u>DUMB BARGES</u></b>		
1.	D.B.Mundeswari	Never Docked since built in 1989	27.04.2007
2.	D.B.Kosai	1998	13.03.2005
3.	D.B.Rapti	2000	17.06.2005
4.	D.B.Arani	2000	11.09.2005
5.	D.B.Koel	Never Docked since built in 1985	22.03.1995
6.	D.B.Tapti	Never Docked since built in 1985	22.03.1996
7.	D.B.Bitasta	Never Docked since built in 1989	25.03.1997
8.	D.B.Raimangal	Never Docked since built in 1988	21.03.1997
9.	D.B.Gilgit	1991	28.05.2002
10.	D.B.Phalgu	1999	28.02.2005
11.	D.B.Bidyadhari	1990	12.04.2001
12.	D.B.Saptamukhi	1990	30.12.2003
13.	D.B.Tista	1996	21.06.2000
14.	D.B.Kansabati	1997	15.08.2002
15.	D.B.Silai	1996	03.10.2002

	<b><u>PUSHER TUGS</u></b>		
16.	P.T.Tamluk	09.07.2002	31.07.2003
17.	P.T.Trihut	1997	31.03.1998
18.	P.T.Kannauj	1996	06.10.1998
19.	P.T.Tanjore	1991	03.05.1994
20.	P.T.Kakdwip	16.06.1996	30.09.1997
21.	P.T.Koshal	1999	31.03.1992

	<b><u>SELF PROPELLED CARRIERS</u></b>		
22.	M.V.Pragati	2003	01.07.1992
23.	M.V.Rajanikanta	19.03.1996	09.08.2005
24.	M.V.Subhas	19.03.1999	31.01.2004
25.	M.V.Atulprasad	10.10.1996	21.02.2004
26.	M.V.Tansen	1997	30.07.2003
27.	M.V.Dwijendralal	1994	15.01.1999
28.	M.V.Nazrul	01.12.1996	30.06.1997
29.	M.V.Ranapratap	01.01.1996	28.06.1996
30.	M.V.Jawahar	13.06.1988	31.03.1998

