

Reply to Pre-Bid Queries

Tender for Bare-Boat Chartering of 03 (Three) nos. of Self Proposed Cargo Vessels of IWAI (3 of 300 MT) India

Following are the list of queries and reply/clarifications of IWAI pertaining to tender no. IWAI/Cargo/151/2018-Bare-Boat Charter/2018 in reference to Pre-Bid meeting held on date 15-05-2018.

S. No.	Reference Clauses of Tender Document	Query	Replies to the Queries/Amendment
1.	Section-VI, clause -15 at page no. 58.	For condition of vessels to be recorded jointly as proposed who will appoint surveyor?	Please refer Point 1 of Annex VI at page no. 91 wherein it has been stated that the approved marine/ ship surveyor will be appointed by the Authority and the cost will be borne by the Charterer.
2.	Section-VI, clause -19 at page no. 60.	EMD money to be returned in fix time frame of three months? for unsuccessful charterer & will it be along with interest?	Please refer Section II, clause 6.1.3 and 6.1.4 on page no. 12.
3.	Section-VI, clause -22 at page no. 60-61.	for any scheduled drydocking/repairs for the vessels during charter period to be carried out by charterer & bills to be settled by IWAI- 1) time & place of repair to be decided by IWAI? 2) Will the charterer be paying for charter hire for the time she is under repairs/DD? 3) Will the lost time for repairs be replenished upon completion or it will be added cost to charter? 4) Any Time duration cap for IWAI to decide on moving ahead with repairs & settlement with charters payment? (as participation from IWAI invited through quotation & approved vendors only) 5) Period cap for charter to wait for final certificate issued for successful work completion?	The vessels whose dry docking date has already passed will be handed over to Charterers after dry docking by the IWAI 1) Please refer Section VI, clause 22 (d) on page no. 61 2) Please refer Section VI, clause 22 (c) on page no. 61 and Section IX, Annex VI, clause 3 (m) on page no. 94 3) Please refer Section VI, clause 22 (c) on page no. 61 and Section IX, Annex VI, clause 3 (m) on page no. 94 4) The dry docking shall be carried out by the Charterer only after the scrutiny and approval of the Quotations by the IWAI within the approved time frame. 5) The final certificate for the successful work completion is to be obtained by Charterer within the period specified and approved by authority for Dry docking.

S. No.	Reference Clauses of Tender Document	Query	Replies to the Queries/ Amendment
4.	Section-VI, clause -25 at page no. 62.	Rate of purchase of bunker (ROB) to be decided by IWAI or as per prevailing market rate at the time of delivery & redelivery?	The Rate of purchase of bunker (ROB) will be based on the prevailing rate on the date of delivery and redelivery of vessel.
5.	Section-VI, clause -28 at page no. 63.	Vessels can perform under charter generated business areas/cargo within stipulated legh (length) or owners stipulated business/area/cargo required to be traded? Any cost barrier or CAP if under IWAI?	The last line of clause no. 1.2 on page no. 8 may be read as "The vessels can be operated within the limits of National waterway 1, 2 and Indo Bangladesh Protocol route". The same correction is applicable for any other clause in the tender document.
6.	Section-VI, clause -32 at page no. 64.	Subletting not allowed however for companies falling under one group owned by charterers are all entitled to trade or specific one entering into contract?	Tender condition prevails.
7.	Section-VI, clause -34 at page no. 64.	copies/formats of required bond to assess liability?	The format for Indemnity bond is attached as Annexure – VIII.
8.	Section-VI, clause -38 at page no. 65.	list of approved terminals/Jetties?	The list of terminals/ Jetties is attached as Annexure – IX.
9.	Section VI, clause – 14 at page no. 57	NA	<p>Clause – 14 of Section – VI shall be read as below:</p> <p>The Authority shall take possession of the vessel(s) forthwith without giving any notice to the charterer under following circumstance:</p> <p style="padding-left: 40px;">a. In case of any order for acquisition of vessel(s) as may be issued by the Central or State Government(s) for national requirement of emergent nature or otherwise.</p> <p>The Authority shall take possession of the vessel(s) forthwith giving minimum 10 days' notice to the charterer under following circumstance:</p> <p style="padding-left: 40px;">a. In case of acquisition of vessel(s) where IWAI requires to make use of the vessel(s) if required.</p> <p>However, on completion of such requirements as mentioned above, the vessel(s) will again be handed over by</p>

			<p>Authority to the charterer for the remaining period of the term of the agreement. The period for which the vessel(s) will be withdrawn on such an eventuality, will not be counted towards the term of the agreement and same amount of time shall be added to the existing term of the agreement.</p> <p>The place of handover of the vessel(s) by the charterer to IWAI and place of return of vessel(s) by IWAI to the charterer shall be intimated by IWAI.</p> <p>While taking over the vessel(s) from the charterer the amount of fuel available in the vessel(s) shall be measured and payment for amount of fuel used by IWAI shall be paid on actual basis based on submission of supporting documents by the Charterer.</p> <p>The manpower deployed on the vessel(s) at the time of acquisition of vessel(s) may be used by the Authority under the circumstances mentioned above. The charges for manpower used by IWAI will be paid by the Authority on actual deployment of manpower and submission of supporting documents by the Charterer. The rate shall be decided by IWAI and the charterer mutually</p>
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[To be executed by the person in whose favour vessels has been chartered is required on Non-judicial stamp paper of Rs.100/-]

INDEMNITY BOND

THIS Indemnity bond is executed on this.....day of.....201..... at Noida by M/s....., a company/firm having a registered/corporate office at represented through Mr./Ms., son/wife of Mr., its duly authorized representative (hereinafter referred to as 'the Charterer' which term shall include his/her heirs, successors, executors, administrators and legal assigns), in favour of Inland Waterways Authority of India,, having its headquarters at A-13, Sector-1, Noida-201301 (hereinafter referred to as the Authority which term shall include its heirs, successors, executors administrators legal assigns.)

WHEREAS the Charterer is in physical possession of the inland vessel namely, MV Vishweshwaraiyya/ MV Lal Bhadur Shashtri/ MV Rabindranath Tagore reg. no..... in under a valid agreement no. date..... executed in his/her favour.

AND WHEREAS the authority on the faith and representation made to it, has agreed to give in Bare-Boat Chartering in respect of the above referred vessel, subject to the Charterer giving such indemnity, as is hereinafter contained, and has agreed to 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, and keep the Authority harmless from any claim which anyone may, at any time, institute against the Authority in respect of the above referred vessel.

NOW THIS DEED WITNESSES that in consideration of the authority agreeing to give in Bare-Boat Chartering in respect of the above referred vessel, the Charterer hereby covenants with the Authority that he will at all times 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.

In witness whereof the Charterer M/s
..... has signed and delivered this bond
on this day of200.....

[Charterer]

Witness:

1.

2.

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Details of NW-1
I. Details of Permanent and Floating Terminals on National Waterway -1 between Haldia –Farakka (West Bengal)

#	Location of Terminal	Chainage (in km.)	Remark
1	Haldia	35	Floating
2	Botanical Garden Jetty	134	Floating
3	G.R.Jetty-2, Kolkata	134.5	Permanent
4	BISN Jetty & G.R. Jetty-1	135	Floating
5	Tribeni	196	Floating
6	Shantipur	241	Floating
7	Swaroopganj	280	Floating
8	Katwa	334.5	Floating
9	Hazardwari	439	Floating
10	D/s Farakka	542	Floating
11	U/s Farakka	545	Floating

II. Details of Permanent and Floating Terminals on National Waterway -1 between Farakka – Allahabad (Jharkhand, Bihar & Uttar Pradesh)

#	Location of Terminal	Chainage (in km.)	Remark
1	Rajmahal	588	Floating
2	Sahibganj	617	Floating
3	Bateshwarsthan	683	Floating
4	Bhagalpur	715	Floating
5	Munger	793	Floating
6	Semaria	850	Floating
7	Gaighat, Patna	955	Permanent
8	Buxar	1124	Floating
9	Ghazipur / Rajghat	1177	Floating

#	Location of Terminal	Chainage (in km.)	Remark
10	Ramnagar (Varanasi)	1315	Floating
11	Allahabad	1535	Floating

Total Permanent Terminals - 02 nos.

Total Floating Terminals - 20 nos.

Note :

1. RCC Jetties at Pakur (Ch. 522 km) and Farakka (Ch. 542 km) owned by Farakka Barrage Project are also available on NW-1 and transporters/shippers can be used.
2. Multi-Modal Terminal at Haldia (West Bengal), Sahibganj (Jharkhand) & Varanasi (Uttar Pradesh) are under construction under Jal Marg Vikas Project.

Details of NW-2

I. Details of Permanent and Floating Terminals on National Waterway -2, Bangladesh Border to Pandu (255 Km), Depth 2.5 m

#	Location of Terminal	Chainage (in km.)	Remark
1	Hatsinglimari	02 Km	Floating
2	Dhubri	32 Km	Permanent (Ro-Ro Jetty)
3	Jogighopa	108 Km	Floating
4	Pandu	255 Km	Permanent (Low level & High-level Jetty)

II. Details of Permanent and Floating Terminals on National Waterway -2, Pandu to Neamati (374 Km), Depth 2.5 m

#	Location of Terminal	Chainage (in km.)	Remark
1	Tezpur	423 Km	Floating
2	Silghat	442 Km	Floating

#	Location of Terminal	Chainage (in km.)	Remark
3	Biswanath	470 Km	Floating
4	Neamati	629 Km	Floating

III. Details of Permanent and Floating Terminals on National Waterway -2, Neamati to Dibrugarh (139 Km), Depth 1.0 m

#	Location of Terminal	Chainage (in km.)	Remark
1	Bogibeel	735 Km	Floating
2	Sengajan	768 Km	Floating

IV. Details of Permanent and Floating Terminals on National Waterway -2, Dibrugarh to Sadiya (Oriumghat) (92 Km), Depth 1.5 m

#	Location of Terminal	Chainage (in km.)	Remark
1	Oakland/Dibrugarh	794 Km	Floating
2	Oriumghat/ Oiramghat	860 Km	Floating

Total Permanent Terminals - 02 nos.

Total Floating Terminals - 10 nos.

- Note : 1. Floating pontoons can be provided at any location along waterway on demand.
 2. Night navigation facilities are available between Bangladesh border and Silghat.

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