TENDER DOCUMENT

FOR

DISPOSAL OF TWO NOS. UNSERVICEABLE BAGRES

(NATIONAL WATERWAY-1)



भारतीय अन्तर्देशीय जलमार्गप्राधिकरण

(i krifjogue⊭ky;] Hkkjrljdkj) INLAND WATERWAYS AUTHORITY OF INDIA (Ministry of Shipping, Govt. of India) P.O. -GULZHARBAGH, GAIGHAT, PATNA- 800007 Tel (0612) 2310017, Fax (0612) 2310029 Web site: http://iwai.nic.in , https://eprocure.gov.in/eprocure/app,

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e-Tender no . 12- IWAI/ENGG/P/18/2000-02

February -2018



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India) Regional Office : P.O. Gulzarbagh, Gaighat, Patna – 800007 (Bihar)

NOTICEINVITING TENDER FOR DIPOSAL OF 02 NOS BARGES ON NW-1

Tender No. 12-IWAI/ENGG/P/18/2000-02

Inland Waterways Authority of India (IWAI) hereby invites tenders/bids from reputed firm/agency/party for disposal of two nos. condemned bargeson "as is where is" basis lying at Munger and Bhagalpur on NW-1, Tender can be downloaded from 28.02.2018 to 08.03.2018. Last date of submission of bids is 08.03.2018 up to 15:00 hrs and which will be opened on the same day at 1600 hours. For other details please visit our websites www.iwai.nic.in and https://eprocure.gov.in/epublish/app.

Director



भारतीय अन्तर्देशीय जलमार्ग ikf/kdj.k

(i krifjogue⊭ky;] Hkkjrljdkj) INLAND WATERWAYS AUTHORITY OF INDIA (Ministry of Shipping, Govt. of India) GULZHARBAGH, GAIGHAT, PATNA- 800 007 Tel (0612) 2310017, Fax (0612) 2310029

NOTICE INVITING TENDER FOR DISPOSAL OF TWO NOS. CONDEMNED BARGESON "AS IS WHERE IS" BASIS ON NW-1 Tender no. 12-IWAI/ENGG/P(18)/2000-02

1. Inland Waterways Authority of India (IWAI) hereby invites tenders/bids (Technical Bid and Price/financial Bid) from reputed firm/agency/Party for disposal of two nos. condemned barges on "as is where is" basis lying at Munger and Bhagalpur on NW-1. The tenderer can inspect the barges on any working day with prior intimation to Director, IWAI, Patna. The details is given below:

Sl.No.	Description of Barges	Reserve Price (in Rs.)	EMD/SD details
1.	PF-1,	11,00,000.00	10% of quoted
	Size : 54.00Mx12.20Mx2.00M (Double Deck)		amount
2.	F-7,	13,00,000.00	10% of quoted
	Size : 39.39Mx9.09Mx2.00M (Single Deck)		amount
3.	Condemned pontoons, Liner, pistons and fire extinguisher etc.(about 3.00 tonne)	50,000.00	10% of quoted amount

2. TERMS & CONDITIONS

Interested bidders may download the bid document from IWAI's website "http://www.iwai.nic.in" and the complete bid as per tender document should reach the office of the Director, IWAI, P.O. Gulzharbagh, Gaighat, Patna- 800 007(Bihar) latest by 1500 hours on 08.03.2018 which will be opened on the same day at 1600 hours.

- 3. Applicant submitting the cost of tender document of Rs. 1000/- **through RTGS** only payable in favour of **"IWAI Fund" in the A/c no. 0352105000002, IFSC Code: CNRB0000352,**Canara Bank, Main Branch South Gandhi Maidan Patna-800 001. The copy of the RTGS receipt with transaction ID must be enclosed along with the bid.
- 5. Tender document will be available on abovementioned websites from **28.02.2018 to 08.03.2018**. The amendment/clarification, if any, to the document will be available on the above website.

6. Eligibility Criteria

The tenderer shall meet the following pre-qualification criteria:

- i) Tenderer shall be registered with GST and income tax department and shall submit photocopy of PAN& GST issued by the concerned department.
- ii) The tenderer shall submit required Earnest Money Deposit (EMD) in the form of RTGS only payable in favour of "IWAI Fund" in the A/c no. 0352105000002, IFSC Code: CNRB0000352,Canara Bank, Main Branch South Gandhi Maidan Patna-800 001.
- ii) Bank detail & cancelled cheque to be submitted for return of EMD as required.
- 7. The bids shall be opened on 08.03.2018at 16:00 hrs.
- 8. IWAI reserves the right to accept or reject any or all bids without assigning any reason and no correspondences shall be entertained in this regard.

DIRECTOR

INSTRUCTIONS TO THE BIDDER (Tender for Disposal of 2 No. Unserviceable Barges)

- 1. Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive sealed tenders for "Disposal of 2 No. Unserviceable Barges", herein after referred as "Barges".
- 2. The original tender document is to be duly filled in and submitted to the Authority along with Financial bid, EMD and other documents in accordance with these instructions to the bidder.
- 3. The bidders will be required to give in writing a satisfactory assurance of its ability and intention to buy the barges pursuant to the contract within the time set forth therein.
- 4. "TENDER DOCUMENT": The required details of the barges, tender procedure and contract terms are prescribed in the tender documents. In addition to the invitation for tender, the tender documents include the following:
 - i. Instructions to bidder
 - ii. Tender form
 - iii. Cost schedule
 - iv. Description of the Barges
 - v. General Conditions of the Contract
 - vi. Agreement form
- 5. The bidder is expected to examine the tender document including all instructions, forms, terms, technical specification etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in "REJECTION OF TENDER BID" submitted by the individual bidder.
- 6. The bidder shall furnish his special condition(s), if any, so as to meet his requirement. The same may be considered in the tender evaluation.
- 7. Prospective bidder requiring any further clarification on the tender document may notify Authority in writing not later than 2 days prior to the dead line fixed for submission of tender.
- 8. At any time prior to the dead line for submission of tender, the Authority may for any reason, whether by its own initiation or in response to clarification requested by a prospective bidder, modify the tender document by amendments.
- 8.1 The amendments shall be part of the tender document desecrated at Clause-4 and will be notified in writing or by e-mail to all prospective bidders, and would be dispatched with the bidding documents and will be binding on them.
- 8.2 In order to afford prospective bidder reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of bid.
- 9. The tender document filled by the bidder and all correspondence and documents relating bidder and the bid exchanged by the bidder and the Authority shall be written in ENGLISH.

- 10. The tender document filled by the bidder shall comprise of the Financial bid as explained in Clause 17.
- 10.1 The Bidder quote for purchase of both the 2 (two) barges and other.
- 11. The bidder shall complete the price schedule included herein stating the unit price and total prices of barge(s), duly complying all requirements under the contract. Prices quoted by the bidder shall remain fixed and valid till the validity time.
- 12. Price quoted shall be in Indian Currency and shall be in words as well as in figures.

13. EARNEST MONEY DEPOSIT

The bidder shall furnish as part of its tender, EMD of amount equivalent 10% of his quoted price for each barge.

The EMD will be submitted through **RTGS** only payable in favour of "**IWAI Fund**" in the A/c no. 0352105000002, IFSC Code: CNRB0000352,Canara Bank, Main Branch – South Gandhi Maidan Patna-800 001. The copy of the RTGS receipt with transaction ID must be enclosed along with the bid.

- 13.1 The successful bidder's EMD will be converted into Security Deposit (SD), which will be kept till the successful completion of the Contract.
- 13.2 The EMD may be forfeited if,
- a] A bidder withdraws his bid in part or in full or modifies his tender, during the period of bid validity specified on the bid form, or
- b] The successful buyer fails to furnish in full all the information as required by the tender, or to sign the contract in accordance with the General Conditions of the Contract.
- c] A bidder withdraws his tender or does not or on issue of letter of intent refuses to sign the contract, or refuses to provide the Security Deposit required by the contract.
- d] The successful buyer fails to make payment of the sale price by RTGS within 07 days from the date of receipt of acceptance of tender.
- 13.3 The EMD will be returned to the unsuccessful tenderer and no interest will be paid on EMD.

14. Period of Validity of Bid

- 14.1 Bid shall remain valid for 90 days from the date of bid closing prescribed by the Authority as per the Clause -18.
- 14.2 Not withstanding Clause -14.1 above, the Authority may solicit the bidder's consent for extension of the bid validity. The request and the response shall be made in writing/e-mail.
- 15. All pages of the bid shall be duly signed by the person or persons signing the bid. The name and position held by the person signing the bid must be typed or printed below the signature.

- 16 The bid shall not contain erasure/over writing except as necessary to correct errors by the bidder in which case the person signing the bid shall initial such correction(s).
- 16.1 Tender forms are not transferable and its cost is not refundable.
- 16.2 IWAI will in no way be responsible for any expenditure incurred by the tenderer in the preparation and submission of the tender.

17. Submission of Bid

The tenderers are required to submit their tender in sealed envelopes as given below:

17.1 Financial Bid

This will contain price quoted for the purchase of the barge(s)& other and will comprise of the bid form and price schedule duly filled in and signed.

All the prices shall be quoted entirely in Indian Rupees both in figures and in words.

The price quoted shall be all exclusive of various taxes, if any amount is payable on account of GST or any other rates, taxes, levis pertained to sale transaction, the buyer(s) shall be bound to pay such amount in addition to the price they have quoted.

Separate envelope containing financial bids should be sealed and superscripted as 'Price bid for Purchase of 2 No. Unserviceable Barges& other items'

17.3. Submission of Tender

Duly sealed cover containing the financial bid will be put in a separate single cover which should be sealed and super scribed as "Tender for Purchase of 2 No. Unserviceable Barges".

The offer, complete in all respects, should be submitted by 15:00 hours IST on 08.03.2018in the office of the Director, Inland Waterways Authority of India, Gaighat, Patna, (Bihar) India.

18. Last Date for Submission of Bids

The bids shall be received by the Authority at the address specified in Clause -17 not later than 15:00 hours IST on 08.03.2018. Local tenderers may, if so desire, deposit tenders in the tender box provided in the office for this purpose.

- 18.1 The Authority may at its discretion extend the dead line for the submission of bids in accordance with Clause 8.2 in which case all rights and obligation of the Authority and bidders previously subjected to the dead line will thereafter be subjected to the dead line as extended.
- 19. Late bids will be rejected and returned unopened to the bidder.

20. Bid opening and Evaluation

The Authority shall open the bids in the presence of bidder's representatives who choose to attend, at the opening time at the location prescribed for submission of bid under Clause -17.

22. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Authority shall at its discretion call the bidder for clarification on its bids. All responses to request for clarification shall be in writing and no change in price or substance of the bid shall be sought offered or permitted. The Authority shall not be responsible for expenses for obtaining clarifications.

- 23. The Authority shall not bind itself to accept the highest bid and reserves the right to accept or reject any or all bids or part thereof without assigning any reason whatsoever, prior to award of contract without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidders of the ground for the Authority's action.
- 24. The Authority will notify the successful bidder in writing that the bid has been accepted. The successful bidder will be required to enter into a contract with the Authority in the form given in these documents.
- 25. The Authority shall forward a draft contract to the bidder along with award of delivery order. Within 10 days of receipt of such documents the successful bidder shall sign the contract on stamp paper under the terms and conditions as indicated in the "DRAFT CONTRACT" forwarded by the Authority. The contract shall be submitted in duplicate.

TENDER FORM

.___.2018

The Director IWAI Patna

Sir,

То

I/We have read and examined the following documents relating to the Disposal of 2 No. Barges of Inland Waterways Authority of India, Patna :

- i. Tender notice
- ii. Instructions to the bidder
- iii. Description of the Barges
- iv. General Conditions of Contract
- 1. I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specifications, designs, and other terms and conditions of the contract and within the period of completion as stipulated in the tender document.
- 2. I/We agree to keep the tender open for acceptance for 90 days counted from the last date specified for the submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to IWAI. We also agree that any terms or condition in the tender at variance with the above stipulation will render the tender liable to rejection summarily.
- 3. Amount equal to 10% of the quoted price for each barge is attached herewith as Earnest Money.
- 4. If, after the tender is accepted, we fail to execute the contract deed within 10 days of the receipt of the order to do so, we agree that IWAI shall without prejudice to any terms and conditions of the tender, forfeit the earnest money absolutely.
- 5. The tender, together with your written acceptance thereof shall constitute a part of the contract between us.

Signature_____ In the capacity of

Duly authorized to sign the Tender on behalf of (in block Capitals).

Witness	
Date	
Address	

COST SCHEDULE

(TENDER FOR DISPOSAL OF 2 No. UNSERVICEABLE BARGES AND OTHER UNSERVICEABLE ITEMS)

Note : The tenderer shall enter a firm price against each item and fill up the table. In case the bidder is not bidding for one of the items, he may clearly indicate the same.

S. No	Description Of Barge	Qty.	Rate/ Unit	Amount
			(Rs)	(Rs)
1.	PF-1, Size : 54.00M x12.20Mx2.00M (Double Deck)	1		
2	F-7, Size : 39.39Mx9.09Mx2.00M (Single Deck)	1		
3.	Condemned pontoons, Liner, pistons and fire extinguisher etc. (about 6.00 tonne)	LS		
	TOTAL :			

In figure

(Signature of Contractor)

Dated _____

Address _____

DESCRIPTION OF THE BARGES

1.	(a)	Name	:	PF-1
	(b)	Dimension	:	54.00M x12.20Mx2.00M
	(c)	Design	:	Double Deck
	(d)	Condition	:	On shore of River Ganga
	(e)	Location	:	Munger (Bihar)
2.	(a)	Name	:	F-7
	(b)	Dimension	:	39.39Mx9.09Mx2.00M
	(c)	Design	:	Single Deck
	(d)	Condition	:	On shore of River Ganga
	(e)	Location	:	Bhagalpur Terminal (Bihar)

3. Other unserviceable items located at Gaighat, Patna Terminal

GENERAL CONDITIONS

(TENDER FOR DISPOSAL OF UNSERVICEABLE BARGES AND OTHER ITEMS)

- 1. Inland Waterways Authority of India shall be hereinafter referred to as 'IWAI' and the successful tenderer (one in whose favour the contract may be awarded) shall be hereinafter referred to as 'BUYER'. The following unserviceable barges will be sold for scrapping and on 'as in where is' condition under the following terms and conditions.
- 2. All moveable items including chains, ropes, deck equipments, anchors, lights and other gear including machinery spares, stores, etc., which are on board the barges will not be sold. These materials will be removed from the barges before delivery.
- 3. The above mentioned barges are opened for inspection to all intending tenderer/tenderers or his/their authorised representative(s), who is/are requested to contact the Director, IWAI, Patna-800007, Bihar for inspection of the barges before making any offer.
- 4. The aforesaid, barges will be sold on 'AS IS WHERE IS CONDITION' for scrapping and breaking them and delivery shall be taken from the site with all fault and errors of description of the barge or otherwise, if any. The description as stated in the tender are only approximate and no guarantee is given about their correctness/soundness. The barges will be sold and offers will be entertained on the assumption that the intending tenderers have inspected and made themselves satisfied and known for what they have quoted, whether they have in fact inspected the barges or not and the principle of Caveat emptor shall apply. No claim/representation whatsoever relating to the condition of the barge(s) will, however, be entertained by IWAI from the tenderers at a later date after submission of tender or at the time of taking delivery.
- 5. All the tenders shall be addressed to the Director, Inland Waterways Authority of India, Gaighat, Patna (Bihar), in a sealed cover superscribing "Tender for disposal of unserviceable barges& other items' mentioning the last date of submission of tender. Tenders will be received upto 1500 hours on 08.03.2018 and will be opened on the same day at the above office at 1600 hours by the officers of the IWAI in the presence of the tenderer(s) who may wish to be present.
- 6. Every page of the tender should be signed by the tenderer(s).
- 7. Every correction in the tender should bear the signature of the tenderer(s) before submission of the tender.
- 8. No tender will be considered unless the tender documents are completely filled in.
- 9. The address of the tender(s) shall be furnished in the tender for all correspondences and as such the tenderer(s) is/are required to furnish/his/their full postal address for the purpose. No claim whatsoever will be entertained due to non-delivery of letter at the address furnished by the tenderer(s).

- 10. Rates should be quoted in English both in figures and also in words, in case there is any discrepancy between the rates in figures and in words, the rates in words will be considered as the correct one.
- 11. The price offered for the barge on 'AS IS WHERE IS BASIS' with all faults and errors of description, if any and without any allowance or statement whatsoever. All rates, GST, levies etc. which may be applicable will be borne by the buyer(s).
- 12. IWAI shall have the right to issue addendum to tender and to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein. Each addendum so issued shall form a part of the original invitation to tender.
- 13. Tender(s) shall have no right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein.
- 14. No tender shall be considered unless it is accompanied by RTGS details for an amount equivalent to 10% of the value to be quoted for barges & other items as Earnest money along with a photo copy of valid Income Tax and GST Registration Certificates wherever applicable.
- 15. The tenderer(s) may quote for all barges& other items. However, the price to be quoted shall be for each barge& other items separately and shall be in the annexed proforma. The price quoted will be exclusive of GST or any other rates, taxes or levies.
- 16. No interest shall be allowed on the Earnest Money to be deposited. Earnest Money of all the tenderer(s) except the first 3(three) highest quoted tenders will be refunded after finalization of the tender. Earnest Money of the highest quoted 3 (three) tenderers will be refunded only after the barge(s) is/are actually purchased on payment of full sale price and removed from the IWAI premises by the actual buyer. The earnest money of the buyer shall be converted into Security Deposit which will be kept till the successful completion of the contract and fully satisfied by IWAI and certified by Director, IWAI, Patna. No interest will be payable on the Security Deposit.
- 17. There must not be any over-writing/erasing on the tender. Any ambiguity must be avoided, quotation must be firm and hold good for acceptance for 90 days from the date of opening of the tender which may be extended on mutual agreement by both the tenderer and IWAI. The intending tenderer should state while submitting his offer that he has accepted all the conditions of sale laid down by IWAI. All offers which are not in sealed cover super scribing the words "TENDER FOR DISPOSAL OF UNSERVICEABLE BARGES AND OTHER ITEMS" and also failure to adhere to any of the conditions prescribed in the general conditions of sale shall be liable for rejection at the discretion of IWAI.

- 18. In case offer is not accepted, the buyer shall not be entitled to claim any cost, charges, expenses, incidental incurred by the buyer through or in connection with the submission of the offer even though IWAI may decide to withdraw the invitation to the tenderer.
- 19. IWAI also reserves the right to reject any or all tenders without assigning any reason. IWAI do not bind themselves to accept the highest or any offer and reserves the right not to sell any or all the barges or to sell any or all of them before actual delivery of the barges.
- 20. The successful buyer(s) shall make payment of the sale price by RTGS in favour of 'IWAI FUND' within 07 days from the date of receipt of the acceptance of tender failing which earnest money deposited with IWAI shall be forfeited and his tender cancelled and the barge shall be sold to the next highest bidder at the entire risk and cost of defaulting buyer(s).
- 21. If any amount is payable on account of GST or any other rates, taxes and levies pertained to sale transaction the buyer(s) shall be bound to pay such amount in addition to the price, they have quoted. All such rates, taxes, levies and sales tax etc. should be deposited along with the purchase price. Registered dealer may submit the respective declaration form in advance.
- 22. On receipt of the sale price by IWAI to the buyer for taking delivery of the barge(s) within 30 (thirty) days from the date of issue of intimation of the Delivery Order by Director, IWAI, Patna after IWAI's receipt of payment of full purchase consideration of the barge(s) as per terms and conditions of tender on production of a letter of Authority from the buyer(s) and during this period the barge(s) will be at the buyer(s) risk.
- 23. In the event of the Purchaser(s) failure for the removal of the barge(s) within the stipulated period mentioned above they will be liable to pay the wharfags and ground rent @ 0.5% of the entire sale value of the barges(s) excluding any GST & levy, etc., per week or part thereof. IWAI will have the right to dispose the barge(s) at the entire risk and expenses of the buyer with prior notice to the buyer in case delivery is not taken within the stipulated time. For delay in taking delivery within the stipulated period, the buyer will also pay the actual expenses incurred by the IWAI for watch-keeping and safe-keeping of the barge till the date of delivery.
- 24. In case the buyer decided to scrap the barge at IWAI yard at his risk, cost and responsibility he would be allowed to do so, but for that he would be charged @ 0.5% of purchase price per day from the date of expiry of 30 (thirty) days after taking delivery of the barge(s). However, the buyer may have the option to take delivery within 30(thirty) days and break the barge(s) at his/their yard at their own expenses and risk.
- 25. All costs for transporting the barge(s) for scrapping from the place of delivery to any other place shall be on account of the buyer(s) and necessary equipment, labour etc., required for the purpose, any shall be arranged by the buyer(s) with permission from Director, IWAI, Patna. The buyer will have to produce a certificate from the Director/Registering Authority or IWT Directorate, Govt. of India or Registration Department, or any other Government approved and reputed Marine Surveyor after scrapping the barge(s) to the effect that the

barge(s) have been duly scrapped. Security Deposit will be refunded only after receipt of the Certificate from the buyer and with entire satisfaction of IWAI in the said matter.

- 26. IWAI shall not be liable for any failure or delay in performance due to any cause beyond their control including the Acts of God.
- 27. In all matters of dispute relating to the terms of tender, the decision of Chairman, Inland Waterways Authority of India shall be final and binding on the buyer(s).
- 28. The jurisdiction of all kinds of legal proceedings in any after exercising out of the contract shall be at Patna.

AGREEMENT FORM

(Disposal of 2 No. Unserviceable Barges& other items)

THIS AGREEMENT made this...... Day of......2018 BETWEEN Inland Waterways Authority of India, hereinafter called the Authority of the ONE PART AND M/s. an existing Company within the meaning of companies Act, 1956 having its registered office at CONTRACTOR (which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest of the OTHER PART.

WHEREAS THE AUTHORITY proposes to dispose 2 Nos. Unserviceable Barges & other items for its own purpose and the CONTRACTOR has agreed to buy the same on the terms and conditions mentioned below:

- 1. The aforesaid, barges will be sold on 'As is where condition is' for scrapping and breaking them and delivery shall be taken from the site with all fault and errors of description of the barge or otherwise, if any.
- 2. The description as stated in the tender are only approximate and no guarantee is given about their correctness/soundness. The barges will be said and offers will be entertained on the assumption that the intending tenderers have inspected and made themselves satisfied and known for what quoted, whether they have in fact inspected the barges or not and the principle of Caveat emptor shall apply.
- 3. No claim/representation whatsoever relating to the condition of the barges will, however, be entertained by IWAI from the tenderers at a later date after submission or tender or at the time of taking delivery.
- 4. In accordance with the subject to the conditions of contract, hereto annexed and marked and the specifications and schedule attached hereto all of which form part of this agreement.
- 5. The consideration payable therefore shall be the sum of Rs..... Payable as stated and on the conditions expressed in the General Conditions of the Contract.

IN WITNESS whereof the IWAI has caused on their behalf to hereunto set his hand and the contractor has hereunto see his hand/the Company has caused its common seal to be affixed hereunto the day and year first above written.

(a) Signed by the contractor above named in the presence of ;

- 1.
- 2.
- (b) * The common seal of was hereunto affixed pursuant to a resolution of the Board of Directorate passed at a meeting of the Board used on the Day of In the presence of

Witness

Signed by

(Director of the Company)

Witness

Signed by

For and on behalf of Inland Waterways Authority of India A-13, Sector-1 Noida, U.P-201301, INDIA.

*To be used in the case of a Company