

WEST CENTRAL RAILWAY

STORES DEPARTMENT

Tender Document

PART-A

INSTRUCTIONS FOR SUBMISSION OF BID AGAINST TENDER FOR SALE OF SURPLUS SERVICEABLE DIESEL LOCOMOTIVE

1.0 This Tender Document consists of the following: -

- (i) **INSTRUCTIONS FOR SUBMISSION OF BID AGAINST TENDER FOR SALE OF SURPLUS SERVICEABLE DIESEL LOCOMOTIVE (Part-A) (Page 1 of 9 & Page 2 of 9) – this part of Tender Document.**
- (ii) **CONDITIONS FOR SALE OF SURPLUS SERVICEABLE DIESEL LOCOMOTIVE (Part-B) (Page 3 of 9 to Page 6 of 9)**
- (iii) **BID FORM (Annexure-A) (Page 7 of 9)**
- (iv) **TOP COVER OF ENVELOPE CONTAINING BID FOR PURCHASE OF DIESEL LOCOMOTIVE (Annexure-B) (Page 8 of 9)**
- (v) **FORMAT OF POWER OF ATTORNEY (Annexure-C) (Page 9 of 9)**

All above conditions together shall be called the tender conditions for this tender.

2.0 Bidder shall submit the bid in **BID FORM (Annexure-A)**.

3.0 Bidder shall quote for basic rate of tendered diesel locomotive in Indian Rupees.

4.0 The **Earnest Money Deposit (EMD)** shall be minimum 10% of the offer value at basic rate quoted by the bidder. This will be without including GST & TCS which shall be extra as per Para 6 & 7 of **CONDITIONS FOR SALE OF SURPLUS SERVICEABLE DIESEL LOCOMOTIVE (Part-B)**.

5.0 EMD shall be in the form of Demand Draft/Pay Order drawn in favour of Principal Financial Advisor, West Central Railway, Jabalpur (PFA/WCR/JBP) payable at Jabalpur.

6.0 Offers without EMD or with EMD for insufficient amount shall be summarily rejected.

7.0 Offer shall be valid for 60 days from the date of opening of tender.

8.0 Basic Rate quoted by bidder should be filled both in figures and in words in blank spaces given in **BID FORM (Annexure-A)**. In case there is any difference between basic rate quoted in figures and words, the rate quoted in words will be treated as correct. There should be no corrections in basic rate in figures or words. In case of corrections/mistakes causing confusion, decision of Railway Administration shall be final and binding on bidder.

9.0 Bidder shall sign the **BID FORM** at given place indicating his name, proof of his identity (PAN/Aadhaar No.) and his postal address. Copy of proof of his identity (PAN/Aadhaar No.) need not be submitted alongwith offer. However on finalization of tender, the successful bidder will be required to produce original PAN/Aadhaar Card with a copy thereof before issue of Delivery Order for establishing his identity against PAN/Aadhaar No. given in the offer.

10.0 Signing of the **BID FORM** by bidder will amount to acceptance of all tender conditions of this tender by him.

11.0 The entire Tender Document (as per Para 1.0 above) with **BID FORM** duly filled in and signed and the **Demand Draft/Pay Order** towards EMD shall be kept in an Envelope that will be duly sealed. The details of tender required as per **TOP COVER OF ENVELOPE CONTAINING BID FOR PURCHASE OF DIESEL LOCOMOTIVE (Annexure-B)** should be neatly written/typed or a copy thereof be filled in and pasted on top cover of the envelope. Wrong details on top of the envelope may result in rejection of offer.

- 12.0 **Submission of Bid** :- Purchaser shall drop the sealed envelope containing offer in the Tender Box (having the label “**TENDER BOX FOR PURCHASE OF DIESEL LOCOMOTIVES DUE ON ...(Date of Tender Opening)...**”) kept in the office of Principal Chief Material Manager, First Floor, Core Building, Stores Department, West Central Railway, General Manager’s Office, Jabalpur (M.P.), PIN– 482001. The offer shall be dropped in the tender before due time of closing of Tender BOX on date of tender opening indicated in **BID FORM**. The offers received after due time of closing will be considered as late/delayed tender and will not be considered for sale of locomotive. EMD in such cases will be return to the bidder at address given on the envelope.
- 13.0 It shall be the sole responsibility of bidder to ensure that the offer is dropped in appropriate tender box in sealed envelope before due time of closing of Tender Box on date of tender opening indicated in **BID FORM**. Offer in sealed envelope can also be sent by post to the office of Principal Chief Material Manager, First Floor, Core Building, Stores Department, West Central Railway, General Manager’s Office, Jabalpur (M.P.), PIN– 482001. However, the Railway Administration will not be responsible for any postal delay. Late/delayed tenders will not be accepted. The Railway Administration shall not be responsible in any way for any delay/mistake in dropping of offers in the appropriate tender box.

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Tender Document

PART-B

CONDITIONS FOR SALE OF SURPLUS SERVICEABLE DIESEL LOCOMOTIVE

- 1 West Central Railway (WCR) invites bids for sale of a surplus serviceable diesel locomotive on “as is where is” basis. Bidder shall quote the bid against this tender in **BID FORM** enclosed as **Annexure-A** that should be submitted in a sealed envelope with top of Envelope Cover having details as per **Annexure-B**. The bidder with highest valid bid shall be considered by Railway for sale of the diesel loco.
- 2 The diesel loco is available for sale on “as is where is” basis. Intending bidders may inspect the diesel loco on any working day from 9.30 hrs to 17.00 hrs by contacting Sr DEE/TRS/NKJ(Mobile No. 9752418302) or DME/D/NKJ (Mobile No. 9752418403).
- 3 Complete details of diesel loco are given in **BID FORM** enclosed as **Annexure-A**. The Format of the top of Envelope Cover will have details as per **Annexure-B**.
- 4 The offer of the bidder shall be accompanied with **Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order drawn in favour of Principal Financial Advisor, West Central Railway, Jabalpur (PFA/WCR/JBP) payable at Jabalpur**. The EMD shall be for minimum 10% of the offer value at basic rate quoted by the bidder. Offers without EMD or EMD for insufficient amount shall be summarily rejected. After finalization of the tender, EMD of successful bidder will be adjusted towards sale value of the material and EMD of unsuccessful bidders will be returned/refunded to the bidders. No interest on EMD will be payable to the bidder.
- 5 Bidder shall submit his bid indicating the basic rate in **BID FORM**. The bidders are advised to quote only the price of diesel loco (without GST & TCS) as basic rate of locomotive.
- 6 **GST:-** GST shall be charged extra as applicable under relevant GST Act at prevalent rate before delivery. The bidder whose bid is accepted shall be required to deposit GST at prevalent rate on full sale value (at quoted/accepted rate) alongwith Balance Sale Value (BSV) before taking delivery of locomotive. GST on diesel locomotive (HSN Code 8602) is @18% at present.
- 7 **TCS: -** TCS @1% on amount of basic sale value plus GST (basic sale value + GST) shall be payable extra. TCS will also be paid by the successful bidder i.e. purchaser alongwith BSV.
- 8 Tender Cost: - Tender Document will be downloaded from WCR website www.wcr.indianrailways.gov.in free of cost.
- 9 **Payment of BSV: -** The successful bidder i.e. purchaser can submit the BSV through RTGS in favour of Principal Financial Advisor, West Central Railway, Jabalpur (PFA/WCR/JBP) in **SBI Main Branch/Jabalpur Account No.31925932375 and ISFC CODE SBIN0000390** and submit the proof thereof to Dy. CMM/Sales/WCR/Jabalpur for issue of delivery order. Time schedule for payment of BSV shall be as below:-

No. of Installments permissible for payment of BSV	Free Time allowed for payment of BSV i.e. without interest	Time allowed for payment of BSV with interest (applicable for period after free time of 15 days)
1	Upto 15 days	Upto 40 days
	from the date of communication of acceptance of bid	

Entire BSV together with GST & TCS as above shall be deposited by purchaser in a single installment as above upto 15 days from the date of communication of acceptance of bid without any interest and if that is not possible for some reason, he can deposit upto 40 days from the date of communication of acceptance of bid with interest (applicable for period after free time of 15 days).

If the last date of payment falls on Sunday or a Gazetted Holiday or other holiday observed by WCR, the next working day will be the last date of payment.

The rate of interest will be fixed by the Railway Administration from time to time. However for the present, interest will be charged @7% (seven percent) above the Base Rate of State Bank of India as prevailing on the date of communication of acceptance of bid or on the date of payment being made by the bidder; whichever is higher (Authority: Railway Board's letter No. 2010/RS(S)/709/36 dated 09.10.2018).

In case of failure to deposit BSV within the stipulated time of 40 days, the EMD shall be forfeited and sale will be cancelled.

- 10 **Delivery Time:** - On receipt of documentary evidence of payment of BSV together with GST & TCS and after verification of the genuineness of receipt of the amount in Railway books by Dy.CMM/Sales/HQ Office, Delivery Order (authorizing delivery of locomotive to the purchaser) will be issued. Time for delivery of diesel loco will be as under:

Free time i.e. Free Delivery Period (FDP) allowed for delivery
50 days from the date of communication of acceptance of bid

Free delivery period shall be maximum 50 days from the date of communication of bid acceptance as indicated above. In case sold material is not removed within this period, the same shall remain at the Purchaser's risk until its removal after permission of Railway administration with extension of delivery period. Railway administration in deserving cases may extend delivery period, on application from bidder, by 15 days over and above the prescribed period of 50 days with/without ground rent. Only in exceptional circumstances, extension beyond 65 days will be considered. In other cases of failure to take delivery, entire sale value deposited by purchaser shall be forfeited and resale will be ordered by Railway administration.

- 11 **Delivery of Diesel Loco:-**

The person who signs the bid shall be the purchaser for all contractual matters. The delivery of Diesel loco will be given to the bidder who signed the bid document or to authorized representative of the successful bidder (the bidder who has signed the bid document) in whose favour the bidder (the bidder who has signed the bid document) issues the Power of Attorney subject to production of Delivery Order, document related to submission of EMD & Balance Sale Value by him.

Power of Attorney on Non-Judicial Stamp paper as per **FORMAT OF POWER OF ATTORNEY** enclosed as **Annexure-C** shall be submitted. The purchaser should also get the same executed and authenticated by a Notary Public or Magistrate. The Power of Attorney should be attested by Dy.CMM/Sales/WCR/JBP.

The time of Delivery of Material will be from 9.30 hours to 15.30 hours on Week days and from 09.30 hours to 11.30 hours on Saturdays.

Proof of payment of EMD/Balance Sale value needs to be produced at the time of handing over of diesel loco for which sale is held and/or delivery is being given.

- 11.1 **Handing Over of Diesel Loco:-** Railway will hand over the loco from its present location on "as is where is" basis.

On receipt of Delivery Order from Dy.CMM/Sales/WCR/JBP, the purchaser or his authorized representative will approach Sr.DMM/JBP for delivery producing Delivery Order and duly attested Power of Attorney for fixing up the delivery programme in consultation with the Sr.DEE/TRS/NKJ, Sr.DFM/JBP & Sr.DSC/DSC/RPF/JBP so that arrangement for witness of delivery by Accounts Stock Verifier and RPF can be made on the date of delivery agreed upon.

- 11.2 The ground rent will be charged at the rate of ½% (half percent) of the sale value per day in case the diesel loco is not removed by the purchaser within the free delivery period. In such delay, prior permission is obtained for removal of the lot from the competent authority with/without Ground Rent.

Final Date of Removal of Sold Material: The DIESEL LOCO must be finally removed on or before 50 days and further 15 days where approval is obtained from ADRM/JBP or CMM(S)/WCR/JBP. No deliveries will be allowed after this date and if delivery is not taken by this final date, full sale value will be forfeited and sale will be cancelled. Only in exceptional cases where delivery cannot be given for reasons beyond control of purchaser, Railway can grant extension with/without ground rent beyond 65 days.

- 12 Any person bidding in the tender shall be deemed to be aware of the condition of material being sold. Bidders in their own interest are advised to inspect the diesel loco as no complaint whatsoever will be entertained with regard to condition of diesel locomotive afterwards.
- 13 Bidder shall submit bid by dropping the sealed envelope containing bid in correct Tender Box before closing time on tender opening date in office of Principal Chief Material Manager, First Floor, Core Building, Stores Department, West Central Railway, General Manager's Office, Jabalpur (M.P.), PIN-482001. Bidders may, if they so desire, be present at the time of opening of bids and may witness the bid opening.
- 14 **Parallel Offering of Diesel Locomotive in e-Auctions for Sale:-** Apart from offering of the locomotive for sale in this tender, the same diesel loco is also being offered in e-auctions of WCR being conducted by auction conducting officer as indicated in **BID FORM (Annexure-A)**. If the diesel loco is sold in e-auction before opening of this tender, the same will be withdrawn from this sale tender and in such case, if any bid is received for such diesel locomotive in the tender, the same will not be opened and will be returned to the bidder at the address given on top of the envelope. At the same time, if any bid is received in this tender, the loco will be withdrawn from e-auctions till the decision on bid in this tender is taken. Intending bidders for this tender can also participate in e-auctions (conducted on Indian Railway's IREPS website at address <https://www.ireps.gov.in>) also for this loco by contacting auction conducting officer as indicated in **BID FORM (Annexure-A)** as also for a large no. of other such surplus serviceable diesel locomotives by contacting concerned auction conducting officers (**Sr.DMM/JBP: 9752418770, Sr.DMM/BPL: 9752416770, Sr.DMM/Kota: 9001017770, Dy.CMM/CRWS/BPL: 9752416460, Dy.CMM/WRS/Kota: 9001017453**).

- 15 **DISPUTE RESOLUTION:** - In the event of any question, dispute or difference arising under these conditions or in connections with this contract (except matters for which decision is especially provided by the tender conditions) the same shall be referred to arbitration of the sole arbitrator appointed by the General Manger, West Central Railway, Jabalpur. In the event if arbitrator to whom the matter is originally referred being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason, the General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of this Agreement. Each arbitrator shall be entitled to proceed from the stage at which it was left by his predecessor. The award of arbitrator shall be final and binding.

It is further a term of this contract that no person other than the person appointed by the General Manager of the Administration as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under and any statutory modification thereof shall apply to arbitration proceedings in this clause.

- 16 No interest will be paid to the purchaser on the amounts paid or deposited by him and subsequently found refundable to him under any of the conditions hereinbefore mentioned.
- 17 **Servicing or Overhauling of Loco:-** The purchaser if he so desires, can get the locomotive serviced/overhauled in a Railway Workshop or Diesel Shed in WCR on payment, such repairs will be carried out only after the locomotive has been sold to the buyer and sales proceeds (BSV) have been fully received including cost of such service/repair. The cost of such service/repair will be worked out by the CWM/Sr.DME/Sr.DEE in consultation with the associate finance and the same, on being informed by concerned CWM/Sr.DME/Sr.DEE, shall be deposited by purchaser with the same CWM/Sr.DME/Sr.DEE before servicing/overhauling is carried out in the concerned Railway Workshop or Diesel Shed of WCR.
- 18 The delivery point of loco will be present location under jurisdiction of Katni Loco Shed. However loco may be hauled to the nearest feasible Railway Station (on Indian Railway) of purchaser's choice on payment of haulage charges as per Railway Board's Circular No. 07 of 2022 dated 17.03.2022 (w.e.f. 01.04.2022 and valid upto 31.03.2023) or as modified from time to time.
- 19 **Damage to Railway Property or Private Life and Property:** The purchaser of sold railway scrap/material shall be responsible for all risk to the sold railway scrap/material and for trespass and shall make good at his own expense all loss or damage whether to the sold railway scrap/material itself or to any other property of the Railway or the lives, persons or property of others (including purchaser's own labourers/employees) from whatsoever cause in connection with the inspection/delivery of sold railway scrap/material or any delivery-related processes such as cutting, breaking, dismantling etc, although all reasonable and proper precautions may have been taken by the purchaser. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof or any other labour law or any amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the purchaser; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the purchaser. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the purchaser, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to purchaser, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the purchaser.

Principal Chief Material Manager

Annexure-A

BID FORM

Tender No.	Diesel Loco/Sale/2023/65	Tender Opening Date:	28-02-2023
Tender Box Closing Time:	12:00 hrs	Tender Opening Time:	12:30 hrs
Description of Locomotive	LOCO NO 16073 HP 3100 WDM3A AGE IN YEARS 33 YEARS SERVICEABLE DEAD CURRENTLY GROUNDED DIESEL LOCOMOTIVE DUE TO SURPLUS TO REQUIREMENT OF RAILWAY ON AS IN WHERE IS BASIS LYING AT NKJ YARD SINCE 01.06.2020. BUILT COMMISSIONING 09 FEBRUARY 1989 GROUNDED ON 01.06.2020.		
Quantity	1 No.		
Basic Rate in figure (in Rs)			
Basic Rate in words (in Rs)			

- I have read all the terms & conditions given in the entire Tender Document and agree to abide by all these terms and conditions.
- I am aware that it is mandatory for me to furnish Earnest Money Deposit (EMD) for an amount not less than 10% of the basic value of offer at the basic rate quoted by me as above. Accordingly, I have enclosed the Demand Draft/Pay Order in favour of PFA/West Central Railway, Jabalpur towards EMD details of which are as under:-

Demand Draft/Pay Order No.:	
Date of Issue:	
Amount (in Rs):	

- I am aware that it is my responsibility to submit my bid together with the original Demand Draft/Pay Order towards EMD as above in a sealed envelope whose top will have details as given in **Annexure-B** and ensure that the same is dropped in the Tender Box kept in Office of PCMM before due time for closing of Tender Box by my own arrangement since Late/Delayed Tenders are not eligible for consideration for sale of tendered material.
- Apart from offering of this locomotive for sale through this tender, this diesel loco is also being offered in e-auctions of WCR being conducted as per **Para 14 of CONDITIONS FOR SALE OF SURPLUS SERVICEABLE DIESEL LOCOMOTIVE (Part-B)** of Tender Document and I am aware that I can also participate in e-Auction also whose auction conducting unit/officer are indicated as under:-

Auction Unit:	JBP Division	Officer:	Sr.DMM/JBP
Signature of Bidder:			
Bidder's Name:			
Bidder's Identity Proof (PAN/Aadhaar No.):			
Bidder's Postal Address:			

Annexure-B

TOP COVER OF ENVELOPE CONTAINING BID FOR PURCHASE OF DIESEL LOCOMOTIVE		Postal Stamp	
Tender No.	Diesel Loco/Sale/2023/65	Tender Opening Date:	28-02-2023
Tender Box Closing Time:	12:00 hrs	Tender Opening Time:	12:30 hrs
		To , Principal Chief Material Manager First Floor, Core Building, Stores Department, West Central Railway, General Manager's Office, Jabalpur (M.P.), PIN- 482001	
From :-			

(Complete Postal Address of Bidder)

Annexure-C

FORMAT OF POWER OF ATTORNEY

POWER OF ATTORNEY

I, (Name and Address of the bidder), being the highest bidder in the tender sale of Loco No..... against Tender No. opened on in office of Principal Chief Materials Manager, West Central Railway, Jabalpur and having paid the full amount of Rs. towards the cost of material against the said lot, hereby authorize, nominate and appoint Shri (Name and Address of the person authorized) to receive all the things, goods and articles as purchased by me from the Principal Chief Materials Manager, West Central Railway in the aforesaid tender sale and to pass receipt thereof for and on my behalf.

And I hereby agree that all acts, deeds and things done by my said attorney shall be construed as acts, deeds and things done by me and I undertake to ratify and confirm all whatsoever that my said attorney shall do or cause to be done for me by virtue of the power hereby given. This Power of Attorney is subject to the authentication and verification of the signature of bidder which will be issued by the concerned Delivery Order Issuing Officer separately.

In witness thereof I have signed this deed on this day of2023.

(Signature of the Person giving the Power of Attorney)

(Signature of the Authorized Person)

(Photograph of Authorized Person)



Purchaser to sign across the photograph

1. Witness.....

2. Witness.....

DEPONENT

Verification

It is verified that the contents of the power of attorney are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT