

Schedule of Sales for Diesel Locos in Working Conditions

Tender No. WCR/S-HQ/Sales/Diesel Locos/01/2020.

Tender Cost :- NIL

Closing Date & Time :- 15.09.2020 at 12.30 Hrs
Opening Date & Time:- 15.09.2020 at 13.00 Hrs

Earnest Money:- 10% of offer value as per special condition para 4. **Validity:-** 45 Days.

Ranking order for bids/Offer: - Highest to lowest (Separately for each Locos).

Title:- Sale of Diesel Locos (WDM3/WDM2) in Working Conditions

Note: Tender form with special conditions will be downloaded from WCR web site wcr.indianrailways.gov.in free of Cost. (Tenders -AUCTION-Auction Programme 2020.)

10/8/20
G.K. MEENA

For Principal Chief Material Manager

जी.के.मीना
G.K. MEENA

उप मुख्य सामग्री प्रबन्धक / बिक्री
Dy. Chief Material Manager / Sales
पश्चिम मध्य रेल, जबलपुर
West Central Railway, Jabalpur

WEST CENTRAL RAILWAY STORE DEPARTMENT

PART-A

-: SPECIAL CONDITION OF SALES FOR DIESEL LOCOS IN WORKING CONDITION :-

1. West Central Railway invite bids for sale of Diesel Locos in working condition. Prospective bidder shall quote the bid separately for each loco. The bidder with highest bid for an individual loco shall be considered by Railway for sale of that loco. As such evaluation of bids will be loco-wise separately. Therefore purchasers shall submit bid price for each loco separately.
2. The locos available for sale are in working condition & Purchasers may inspect the locos at respective sheds i.e at Diesel Loco Shed, Itarsi (DLS/ET) & Diesel Loco Shed, New Katni Junction (DLS/NKJ) on any working day from 9.30 hr to 5.00 PM by contacting Sr.DME/D/ET & Sr. DME/D/NKJ.
3. The list of available locos for sale is as follows. :-

Sr. No.	Name of	Loco no.	Type of	Date of	Years age on
1	ET	18721	WDM3A	08.09.83	Age Group 36 Year
2	ET	18723	WDM3A	14.09.83	
3	ET	18725	WDM3A	16.09.83	
4	ET	18727	WDM3A	28.11.83	
5	ET	18762	WDM2	09.02.84	
6	ET	18765	WDM3A	19.02.84	
7	ET	18769	WDM3A	24.03.84	
8	ET	18770	WDM3A	19.03.84	
9	NKJ	18738	WDM3A	10-11-83	
10	NKJ	18776	WDM3A	05.04.84	Age group 35 years (03 locos)
11	ET	18809	WDM3A	08.12.84	
12	ET	18816	WDM3A	23.01.85	
13	ET	18825	WDM3A	18.04.85	Age group 34 years (06 locos)
14	ET	18826	WDM3A	19.04.85	
15	NKJ	18857	WDM3A	29.11.85	
16	ET	18856	WDM3A	12.12.85	

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17	NKJ	18867	WDM3A	08.02.86	Age group 33 years (05 locos)
18	NKJ	18876	WDM3A	12.03.86	
19	NKJ	18896	WDM3A	14.08.86	
20	NKJ	18922	WDM3A	03.12.86	
21	ET	18923	WDM3A	27.11.86	
22	ET	18924	WDM3A	29.11.86	Age group 32 years (05 locos)
23	ET	18939	WDM3A	21.02.87	
24	ET	18944	WDM3A	18.12.87	
25	NKJ	18960	WDM3A	07.07.87	
26	NKJ	18962	WDM3A	18.07.87	
27	NKJ	18963	WDM3A	02.08.87	
28	NKJ	18964	WDM3A	18.10.87	

ET-DIESEL LOCO SHED ITARASI, NKJ- DIESEL LOCO SHED, NEW KATNI JUNCTION

- The offer of the firm shall be accompanied with earnest money in the form of Demand Draft in favour of FA&CAO/West Central Railway, Jabalpur. The EMD shall be 10% of the offer value. If firm desires to purchase more than one locos they must submit DD for total sum of EMD for locos for which they are offering price or may submit separate Demand Draft for each loco. Offers without EMD in the form of Demand Draft shall be summarily rejected.
- Firm shall submit his bid indicating the basic price in bid entry form.

GST:- GST shall be charged extra as applicable under relevant GST Act at prevalent rate before delivery. The Purchasers are required to deposit GST prevalent rate before delivery. GST on locomotive (HSN Code 8602) is @ 12 % of sale value, it is the responsibility of purchaser to deposit the GST on reverse charge basis.

Income Tax:- Income Tax and Surcharge thereon shall be Charged extra as applicable under relevant Income Tax Act at prevalent rates before delivery. If the rates of Income Tax and Surcharge are revised by the Central Government then the purchaser shall be liable to pay the difference of Income Tax at the later dates.

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6. **Tender Cost** – Nil, Tender form will be downloaded from WCR web site www.wcr.indianrailways.gov.in free of cost.
7. The above condition may vary as per the latest directives of Ministry of Railway or Ministry of Environment or Ministry of Forest Government of India etc. at the time of sale or delivery.
8. Payment of balance sale value (BSV) and delivery of lots: As per Railway Board order No. 2015/RS(S)709/5 dt.29.01.16 successful bidder can submit the balance sale value through RTGS in SBI Main Branch/Jabalpur **Account No.31925932375** and ISFC CODE SBIN0000390 & submit the proof to Dy CMM/S/WCR/Jabalpur for issue of delivery order .
9. **Payment :-** The payment & delivery of locos will be as under:

Sr. No.	Free time allowed for payment of BSV reckoned from the date of acceptance of bid	Free time allowed for delivery reckoned from the date of acceptance of bid	No. of Installments permissible for payment of BSV
1.	15 days	50 days	1

Free time allowed for payment of balance sale is as indicated above. However, time for payment of BSV with interest may be extended by Rly. up to 40 days from the date of acceptance of bid in exceptional circumstances on written request of the purchaser.

If the last date of payment falls on Gazetted Holidays, or sunday, the last date of payment will be next working day.

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. (RB Letter No. 2010/RS(S)/709/36 dt. 24.12.10)

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In case of failure to deposit the balance sale value within the stipulated time of 40 days, the EMD shall be forfeited & sale will be cancelled. However, the officer nominated by the Railway Administration may at his discretion grant an extension in force majeure situation only at the request of the purchaser subject to levy of interest charges for the balance period.

10. **Delivery of Loco:-** Free delivery period shall be maximum 50 days from the date of bid acceptance as indicated above. However Railway administration in deserving cases may extend the delivery period by 15 days over and above the prescribed period of 50 days with ground rent.

The delivery of Loco will be given to the bidder who signed the bid document or to authorized representative of the successful bidder in favour of whom bidder issue the power of attorney subject to production of Delivery Order , document related to submission of EMD & Balance Sale Value.

Whenever the successful purchaser desires that the delivery of stores may be given to some of their representatives, a Power of Attorney on Non-Judicial Stamps paper in the prescribed Performa shall be submitted. The purchaser should also get the same executed and authenticated by Notary Public or Magistrate. The Power of Attorney should be attested by Dy CMM/Sale or any officer authorized by PCMM/WCR/JBP.

The person who signs the bid shall be the purchaser for all contractable matters.

The time of Delivery of Material will be from 9.30 hrs. to 01.30 PM.

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

- 10.1 **Handing Over of LOCO:-** Railway will hand over the Diesel Loco at any Railway Station of Indian Railway (where Broad Gauge connectivity exist)

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or near by Railway Station from where it is feasible for bidder to takeover the loco. The bidder will indicate the name of such BG station in bid form. The loco will be handed over in operative condition.

On receipt of request by purchaser for delivery along with sale & delivery order, Railway will fix up the delivery programme in consultation with the CMPE/WCR/Jabalpur, FA&CAO/WST & CSC/RPF so that arrangement for witness by accounts Stock Verifier and RPF can be made.

- 10.2 The Ground rent will be charged at the rate of ½ % per day of the sale value in case the loco is not removed by the purchaser within the free delivery period and prior permission is obtained for removal of the lot from the competent authority with Ground Rent.

Final Date of Removal of Sold Material: The LOCO must be finally removed on or before 50 days and further 15 days where approval is obtained from PCMM. No deliveries will be allowed after this date and if delivery is not taken by this final date, the loco will be confiscated and no refund of any amount will be paid to the purchaser only in exceptional cases where delivery can not be given for reasons beyond control of purchaser railway can grant extension with/without ground rent beyond 65 days.

- 11.0 Sale released order & Delivery Order should be issued after verification of the genuineness of payment by Dy.CMM/Sale/HQ Office.
- 12.0 Any person bidding in the tender be deemed to be aware of the Condition of material being sold and in a position.
- 13.0 Tenderer shall submit bids on or before tender closing date & time in office of Principal Chief Material Manager, GM Core Building, 1st Floor, Civil Lines, Jabalpur (Pin-482001). Bidders may present at the time of opening of bids and may witness the bid opening

SURENDRA
KUMAR SHARMA

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SURENDRA KUMAR SHARMA
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PCMM/WCR/JBP

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(PART-B)

GENERAL CONDITION OF SALES BY AUCTION OF RAILWAY MATERIAL

- 1.0** The highest bidder of each loco shall subject to the condition hereinafter stated, be the purchaser of that particular loco for which the purchaser bid is highest & have submitted the earnest money along with Bid .
- 1.1** Deposit of Demand Draft/Pay Order, all these should be made in the name of Financial Adviser and Chief Accounts Officer West Central Railway Jabalpur payable at Jabalpur.
- 2.0** No delivery of goods or materials sold will be given on Sundays, Gazetted holidays or other holidays observed by the Government of India or Railway.
- 3.0** Goods or materials sold shall be removed by the Purchaser within free delivery period. In cases Goods or materials not removed within the said period shall remain at the Purchaser's risk until removal and the Railway Administration will be entitled to charge the Purchaser ground rent at half percent of the sale value of goods remaining undelivered or Rs. 10/- (Rs. Ten) per day, whichever, is higher for every fortnight or part there of, for the area of railway premises in which the loco are placed which may be recovered by the Railway Administration from the purchaser before/removal of the said goods or materials and in the event of default in payment there of the Railway Administration at its discretion will be entitled to order the resale of the said goods of materials and forfeit the EMD or bid money or the price, if any, paid by the Purchaser
- 4.0** While submitting the details of balance sale value, purchaser shall intimate the place of delivery, date and time when he would like to take the delivery of loco.
- 5.0** Income Tax and Surcharge thereon shall be charged extra as applicable under relevant Income Tax at prevalent rate before delivery if the rates of

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Income Tax and Surcharge are revised by the Central Government then the purchaser shall be liable to pay the difference of income Tax at the later dates.

6.0 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.

7.0 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 specially provided by the tender conditions) the same shall be referred to the sole arbitrator appointed by the General Manager of West Central Railway. In the event if arbitrator to whom the matter is originally referred being transferred or vacate 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 appointment 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.

The arbitrator may from time to time with the consent of the all the parties to the contract enlarge the time for making the award, the venue if the arbitration shall be as decided by the arbitrator.

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.

SURENDRA
KUMAR SHARMA

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PCMM/WCR/JBP

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BID ENTRY FORM

Sr.	Name of	Loco no.	Type of Locos	BASIC RATE (Rs)	Basic Rate in Words (Rs)
1	ET	18721	WDM3A		
2	ET	18723	WDM3A		
3	ET	18725	WDM3A		
4	ET	18727	WDM3A		
5	ET	18762	WDM2		
6	ET	18765	WDM3A		
7	ET	18769	WDM3A		
8	ET	18770	WDM3A		
9	NKJ	18738	WDM3A		
10	NKJ	18776	WDM3A		
11	ET	18809	WDM3A		
12	ET	18816	WDM3A		
13	ET	18825	WDM3A		
14	ET	18826	WDM3A		
15	NKJ	18857	WDM3A		
16	ET	18856	WDM3A		
17	NKJ	18867	WDM3A		
18	NKJ	18876	WDM3A		
19	NKJ	18896	WDM3A		
20	NKJ	18922	WDM3A		
21	ET	18923	WDM3A		
22	ET	18924	WDM3A		
23	ET	18939	WDM3A		
24	ET	18944	WDM3A		
25	NKJ	18960	WDM3A		
26	NKJ	18962	WDM3A		
27	NKJ	18963	WDM3A		
28	NKJ	18964	WDM3A		

GST :- GST shall be charged extra as applicable under relevant GST Act at prevalent rate before delivery. The Purchasers are required to deposit GST prevalent rate before delivery. GST on locomotive is @ 12 % of sale value with HSN Code 8602, It is the responsibility of purchaser to deposit the GST on reverse charge basis.

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