

**OFFICE OF THE
PRINCIPAL CHIEF MATERIALS MANAGER
CHITTARANJAN LOCOMOTIVE WORKS,
9, MUKHRAM KANORIA ROAD,
HOWRAH (W.B.)-711101**

TENDER DOCUMENT FOR SALE OF SERVICEABLE MACHINERY & PLANTS (M & P) ON “AS IS WHERE IS BASIS”

Tender number	08240018
Last date & time for submission of bid (closing of tender box)	09/01/2025 At 11.00 A.M
Date & Time for opening of tender box	09/01/2025 At 11.30 AM
Venue of tender opening	Office of the Principal Chief Materials Manager, Chittaranjan Locomotive Works, 9, Mukhram Kanoria Road, Howrah (W.B.)-711101

CHITTARANJAN LOCOMOTIVE WORKS

Tender No.: 08240018

Date/Time of Tender Closing: 09/01/2025 at 11.00 AM

M/s.....

Principal Chief Materials Manager, CLW, HWH, on behalf of the President of India, invites interested parties to submit their offers for sale of Machinery & Plants (M&P) listed below in accordance with the Instructions and Terms & Conditions enclosed herewith in Section I & Section II. The Offer Form duly filled-in, signed and sealed in envelope should be addressed to Principal Chief Materials Manager, Chittaranjan Locomotive Works, 9, Mukhram Kanoria Road, Howrah. W.B.-711101 and may be dropped in the tender box kept at the designated venue mentioned below and/or may be sent through registered post/speed post within due date and time of closing of tender box.

S. No.	Description of M & P	Location	Quantity	Unit
1	Asst. No. MW/BS/10 for "Metal ARC Disintegrator Machine" on " AS IS WHERE IS BASIS ".	Lying on shop floor of ELAAU/Dankuni..	1 set (Consists of 2 Nos.)	Set

The tender box will be available at: Office of the Principal Chief Materials Manager, Chittaranjan Locomotive Works, 9, Mukhram Kanoria Road, Howrah. W.B.-711101

Amount of Earnest Money (EMD) to the deposited: The tendering firms should deposit the Earnest Money equal to 5% of the amount offered subject to maximum of Rs. 2 lakh without which the tender will not considered. The Security Deposit of 10% of the sale value will be deposited by successful tenderer before ordering of sale.

TERMS AND CONDITIONS FOR SUBMISSION OF OFFER

1. **Guidelines:** This is a manual tender for sale of serviceable M&Ps. Offers are required to be dropped in the tender box kept at the office of PCMM, CLW, HWH and/or to be sent to the Office of the Principal Chief Materials Manager, Chittaranjan Locomotive Works, 9, Mukhran Kanoria Road, Howrah. W.B.-711101 through registered post/speed post. Offers dropped in the tender box and/or received through registered post/speed post before closing date and time of tender box only will be opened.

There is no provision to submit bids online. Offers sent online/through e-mail/any mode other than that specified above will be summarily rejected.

Before submitting their bids, tenderers are required to thoroughly read and adhere to the guidelines given below and as contained in Section-I: "Instructions to Tenderers" and Section-II: "Terms & Conditions of Contract".

2. **Submission of Offers:** Bidders are required to mention their offered rates in figures and words in the "Offer Form" enclosed with the tender document. Offer Form must be signed by the bidder/authorized representative of the bidder with seal of the tenderer. Other details such as PAN/TAN/e-mail id/address of the tenderer shall also be mentioned in the Offer form. Rates mentioned anywhere else, other than the Offer Form will not be considered. The Offer Form must be filled neatly in indelible ink. Rates should be entered clearly both in words and figures. No correction/over writing in rates is permitted. In case of ambiguity in rates or variation of rates in figures and words, the rates quoted in words will only be considered for evaluation of the offer.

3. **GST & other taxes:** Goods and Services Tax (GST) will be applicable @ 18% on sale value. Income Tax(IT)-(TCS) @ 1% (on Sale Value + GST) shall be payable by the Purchaser. Statutory variation clause will be applicable. Any additional statutory taxes/duties applicable at the time of delivery will be borne by the purchaser.

4. **Dismantling, cutting, Loading, Insurance and Transportation:** Responsibility of dismantling, cutting, loading, removal from Railway premises and transportation of the purchased M&P will rest with the purchaser. Insurance charges, if any will also be borne by the purchaser.

5. **Earnest Money Deposit (EMD):** The tenderer must submit the EMD as specified in the tender document.

6. **Acceptance of Terms and Conditions of the Tender:** Each page of the tender document must be signed by the bidder/ their authorized representative as a mark of acceptance of terms and conditions of the tender. By submission of offer, it will be considered that Terms and Conditions of the tender have been accepted by the tenderer.

7. **Validity of Offer:** Offers must remain valid for acceptance for a period of 120 days from the date of opening the bids.

8. **Evaluation Criteria:** The evaluation of offers will be lot-wise. Normally, highest eligible bidder will be considered for amount of contract

9. **Inspection of M&Ps:** Interested tenderers must inspect the Machinery and Plants offered for sale by visiting the Electric Loco Assembly and Ancillary Unit, CLW, Dankuni, Dist. Hooghly, during working hours on any working day till one day prior to the closing date of tender box. For any further assistance, following officials may be contacted:

- Mr. Somen Das, Assistant Works Manager, Mobile no. 9163340419
- Md. Abdullah Reja Choudhury, AMM/DKAE, Mobile no.
- Mr. Sujit Saha, Senior Section Engineer, Mobile no. 7029600019
- Mr. Patra, Senior Section Engineer, Mobile no. 7029600018

OFFER FORM

Tender No.: 08240018

Date/Time of Tender Closing: 09/01/2025 at 11.00 AM

To,
Principal Chief Materials Manager,
Chittaranjan Locomotive Works
9, Mukhran Kanoria Road,
Howrah, West Bengal-711101

Subject: Submission of rates against Tender No.08240018
Date/Time of Tender Closing: 09/01/2025 at 11.00 AM

I/We submit our offer for purchase of the following M&P items on as is where is basis in accordance with the terms and conditions of the tender is is:

S. No.	Description of M&P	Location	Quantity/ Unit	Rate(per unit) in Rs.	
				In figures	In words
1	Asst. No. MW/BS/10 for shop floor of ELAAU /Dankuni on "AS IS WHERE IS BASIS".		1 set (Consists of 2 Nos.)		

I/We hereby confirm that we have thoroughly read and understood the Terms and Conditions for submitting the offer "Section-I: Instructions to Tenderers" and "Section-II: Terms & Conditions of Contract". These documents are submitted herewith, duly signed by me/us as a token of acceptance of the terms and conditions contained therein.

I/We further confirm the following:

1. The Earnest Money amount as indicated in the tender is enclosed herewith in original, in the form of DD bearing number dated/acknowledgement of online payment.
2. Our offer is valid for 120 days from the date of opening of tender.

Name of the Tenderer:

Name of the Firm:

Address of the Firm :

.....

PAN/TAN no.

Phone No. e-mail ID.

Signature and Seal of the tenderer

SECTION- I

INSTRUCTIONS TO TENDERERS

1. Tender document can be downloaded from the official website of CLW: www.indianrailways.clw.gov.in. Tender documents can also be downloaded from the website www.ireps.gov.in.
2. Late/delayed tenders will be summarily rejected.
3. Offers in sealed envelope must be submitted in the prescribed Offer Form along with tender document duly signed and addressed to the 'Principal Chief Materials Manager, Chittaranjan Locomotive Works, 9 Mukharam Kanoria Road, Howrah, W.B. 711101'. On the top of the sealed envelope, Tender No. and due date of opening of tender should be indicated. The complete address of the tenderer should also be mentioned on the envelope. The tenderers may also send their offers through registered post with acknowledgment due /speed post, ensuring delivery before closing of the tender box. The Railways will not be responsible for any postal delays.
4. **Validity of Offer:** Tenderers must keep their offers valid for a period of 120 days from the date of opening of tender. Offers with validity less than 120 days will be considered unresponsive and will be summarily rejected.
5. **Earnest Money Deposit:** Tenderers must submit the EMD in prescribed format along with the offer. Offers without EMD shall be summarily rejected.

EMD can be submitted in the form of Demand Draft/FDR/Cash receipt as well as through online banking. The Demand Draft/FDR must be payable in favor of FA&CAO, Chittaranjan Locomotive Works, Chittaranjan. Demand drafts must be drawn from Nationalized Banks or any RBI-approved Scheduled Banks in India. FDR should also be of Nationalized Banks or any RBI-approved Scheduled Banks in India.

If the earnest money is paid in cash at Chittaranjan, the cash-receipt from the Chief Cashier must be enclosed along with the tender.

EMD can be paid online to Bank Account no 10919738724 of FA&CAO, Chittaranjan Locomotive Works, Chittaranjan (full details mentioned below). The proof of online payment of EMD must be enclosed with the tender. The offer will be considered as valid only after confirmation of receipt of payment of EMD.

The tendering firms should deposit the Earnest Money equal to 5% of the amount offered subject to maximum of Rs. 2 lakh without which the tender will not be considered. The Security Deposit of 10% of the sale value will be deposited by successful tenderer before ordering of sale.

Account no.: 10919738724
Name of the Beneficiary: Chittaranjan Locomotive Works
Name of the Bank: state bank of India
IFS Code: SBIN0000241

The tender number and due date should be indicated on the backside of DD bearing number dated /acknowledgement for online payment of EMD.

The EMD of unsuccessful bidder shall be returned after finalization of the tender. The EMD of successful bidder will be adjusted against the Total Sale Value. If the tenderer does not accept the contract/LOA, or modifies the rate/terms of offer subsequent to submission of offer, the EMD shall be forfeited. Failure to deposit Balance Sale Value (BSV) within the specified timeframe may also result in forfeiture of EMD.

6. The Railway Administration reserves the right to reject any or all tender(s) without assigning any reason thereof. Acceptance/rejection of offer(s) will be sole discretion of Railways.

7. Tender Signing Authority:

i) An individual purchaser can sign under his own name duly enclosing ID proof like Aadhaar Card, Pan Card etc.

ii) A sole proprietor trading under a firm's name should sign the tender in his own name and indicate the firm's name with signature and seal.

iii) In the case of a partnership firm, the names of all partners must be indicated, and the tender should be signed by any one or all partners. The person who is signing on behalf of the firm must write his full name and designation. The offer in this case will be treated to be submitted on behalf of the firm and not by the individual.

iv) For a limited company, the tender should be signed by one of the Directors or the Managing Director or authorized official. The offer in this case will be treated to be submitted on behalf of the limited company and not by the individual.

SECTION-II

TERMS AND CONDITIONS OF CONTRACT

1. **Definitions:** a) The representative of Chittaranjan Locomotive Works inviting tenders and signing on behalf of the President of India shall hereinafter be referred to as the "Administration/Railways." The firm participating in tender or to whom the contract will be awarded shall be referred to as "Purchaser/firm/bidder/tenderer." b) The powers conferred upon the President of India under these conditions, along with all consents, directions, discretions and approvals, will be exercised by the Principal Chief Materials Manager (PCMM), Chittaranjan Locomotive Works or any officer designated by PCMM/CLW for this purpose. c) Any notice to be served on the Purchaser will be considered duly served if delivered in person, left at, or sent by registered post to the Purchaser's last known place of business, or sent through e-mail.
2. **Description of M&P:** Description and quality of the M&P offered for sale through the present tender are indicative. Prior to offering their bids, Tenderers should physically inspect the M&Ps to ensure that the description and quantity of the M&P mentioned in the tender document matches with the M&P offered for sale. Potential tenderers are expected to be aware of the overall condition and quality of the M&Ps before submitting their bids. The M&Ps have not crossed their codal lives and are being offered for sale as second hand serviceable. However, no guarantee in regard to the actual working of the M&P can be given by the Railways. No guarantee/warranty of OEM of M&P shall be provided by Railways.
3. **Conclusion of Contract:** The contract will be concluded upon issuance of Letter of Acceptance (LOA) by the Railways, and will be binding to the parties. LOA/other correspondences with the tenderer will be made by the Railway Administration through e-mail provided by the tenderer in his offer. Copy of correspondences will be sent through post also. However, all the correspondences will be deemed to have been communicated on delivery of e-mail.
4. **Balance Sale Value (BSV):** Amount of Balance Sale Value will be indicated in the LOA. The Balance Sale Value must be paid by the Purchaser online through RTGS or NEFT within 20 days from the date of issue of the contract/LOA. The terminal date of submission of BSV will also be indicated in LOA. The details of Bank account to which online payment of BSV is to be made are as below:

Account no.: 10919738724

Name of the Beneficiary: Chittaranjan Locomotive Works

Name of the Bank: state bank of India

IFS Code: SBIN0000241

Extension of time for making payment can be considered at the discretion of the Railways, upon written request of the purchaser. However, the firm shall have to pay interest on BSV amount / amount-due for payment beyond the terminal date for payment of BSV, till the date of deposition of BSV, at the rate of 7% above the PLR of the State Bank of India as prevailing on the date of issue of LOA or on the day of the payment being made by the Bidder/Purchaser, whichever is higher. Time for payment of BSV, in any case, will not exceed 50 days from the date of issue of LOA. Failure to deposit the BSV within 50 days of issue LOA shall result in cancellation of the contract with forfeiture of EMD.

5. **Issue of Sale Release Order (SRO):** After payment of BSV, SRO (also termed as Delivery Order) containing salient details of sale/delivery will be issued. Delivery of the sold M&P will be done as per SRO as well as terms and conditions contained in the tender document.
6. **Delivery of sold M&P:** The sold M&P will be delivered on "as is & where is" basis, applying the

principle of caveat emptor (buyer beware). Complaints regarding the quality of materials sold will not be entertained by the Railway Administration. Scope of delivery shall include only the sold M&P. No request for delivery of any tool/plant/spares/jig & fixtures etc. not specifically mentioned in the tender description will be entertained. The decision of Railways in this regard will be final.

Free Delivery Period (FDP) for delivery/ removal of the sold M&P will be 50 days from the date of issue of LOA.

The responsibility of dismantling, cutting, loading, removal from Railway premises and transportation of the sold M&P will lie with the purchaser. Expenses of dismantling, cutting, loading, removal from Railway premises and transportation including insurance, if any will be borne by the purchaser. Should the purchaser require assistance or facilities from the Administration for dismantling or loading, such assistance may be provided at the discretion of the Administration. Any cost incurred for these services as decided by the administration will be payable by the firm in the form as prescribed by railway administration.

Sold M&P can only be removed from Railway premises upon presentation of the Sale Release Order (SRO). If the Purchaser cannot take delivery of the sold M&P personally and wishes to authorize a representative for taking delivery, a Power of Attorney must be provided on non-judicial stamp paper, duly executed and authenticated by a Notary Public or a competent judicial authority. The revocation of Power of Attorney is normally not permitted. However, if the Power of Attorney is to be revoked, the same should be done legally on non-judicial stamp paper, duly executed and authenticated by a Notary Public or a relevant judicial authority.

The Purchaser should ensure that the sold M&P items are removed within Free Delivery Period (FDP) mentioned in the LOA. No extensions of Free Delivery Period will be granted unless agreed upon by the Railway Administration against written request of the purchaser. If the Purchaser fails to remove the sold M&P within the specified time, ground rent charge @ 0.5% per day of the sale value will incur. The delivery in such case will be given only after submission of incurred ground rent. If the sold M&P remains un-removed beyond the FDP/extended DP, then Railway will reserve the right to cancel the contract, forfeit the amounts deposited by the firm and dispose off the sold M&P with no entitlement to compensation.

For taking delivery, the Purchaser must give three days' advance intimation to the custodian of the sold M&P: Deputy Chief Mechanical Engineer, Dankuni. Delivery of sold M&P can be made on working days only in accordance with permission granted by the custodian. No delivery of the sold M&P will be made on Sundays, gazetted holidays or local holidays. To facilitate timely delivery, all loading activities must conclude at least one hour before the site closing time which will be mentioned in SRO.

The Purchaser's laborers will be allowed access to Railway premises for taking delivery of sold M&P upon presentation of identity proof. Permission for Gate entry to laborers/authorized officials of the purchaser/vehicles/other equipments for taking delivery will be given by Railway Administration. The purchaser shall take full responsibility for any loss, damage, or injury sustained by their laborers within Railway premises. No claim will be entertained by Railways in this regard. Laborers must vacate the premises prior to closing time of the Shop/Depot. The Railway Administration reserves the right to inspect the materials being dismantled, cut and loaded and will not entertain claims from the Purchaser for any delay caused due to this inspection. The assistance in regard to Crane facility from Railway side can be provided on prior payment of applicable charges and subject to availability. Once the ownership of sold M&P has been transferred to the Purchaser, the Railway Administration will assume no responsibility for its safekeeping. Ownership of the sold M&P will be deemed to be transferred after release of SRO and/or incurred ground rent, if any. The Railway Administration will not be responsible for any loss, theft or damage occurring to the sold M&P outside the gate of premises of the Custodian.

7. **Taxes and Duties:** GST amount shall be charged extra at the applicable rate and will be deposited by the purchaser as indicated in the LOA. The purchaser must furnish GSTIN.

Income Tax, Surcharge, Cess etc., at prevailing rate are to be paid at the time of remittance of BSV (Balance Sale Value). Purchasers desirous of exemption of tax on purchase of scrap used as input for manufacturing process should produce Form 27c obtained from Income Tax Department at the time of delivery as per extant policy. Claim of lower tax rate will be admissible as per extant rules.

SVC applicable.

8. **Damage to Railway Property, Life and Private Property:** The purchaser shall be responsible for all risk to the sold Railway M&P, and for trespass, and shall make good at his own expense all losses or damages whether to the sold Railway M&P itself, or to any other property of the Railways, or the lives, persons or property of others (including purchaser's own laborers/employees), from whatsoever cause in connection with the inspection/delivery of sold Railway M&P, 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, losses 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.

9. **Ground Rent:**

a) The ground rent will be charged as per the policy on Ground Rent issued vide Railway Board's letter No. RS(G)/81/709/21 dated 29.05.1982 as amended or as mentioned in the tender document. In case the sold M&P is not removed by the purchaser within the Free Delivery Period then prior permission will be required to be obtained from the competent authority with ground rent for removal of the lot.

b) Ground rent will be recovered by the Railway Administration from the purchaser before removal of the sold M&P and in event of defaults in payment thereof, the Railway Administration at its discretion will be entitled to order the resale of the said goods or material and forfeit the amount paid towards the Lot.

10. No interest whatsoever against the payments made by the firm shall be payable in case of any dispute/arbitration.

11. Disputes Resolution, Law and Jurisdiction:

Any dispute, differences of controversy of whatever nature between the parties howsoever arising under out of or in relation to the agreement, the dispute shall in the first instance be attempted to be resolved amicably through discussions/ negotiations between the parties.

- i) All questions disputes and or differences arising under or in connection with this agreement or in touching or relation to concerning through construction, or affected of persons (excepts as to matters the decisions whereof is otherwise herein before, expressly provided for) which is not resolved amicably within 30 days shall be referred to the sole arbitration of the officer/officers or persons nominated by GM CLW whose decision in this regard shall be binding on the parties. The seat of arbitration shall be at KOLKATA, INDIA, as per Arbitration Act 1996 as amended.

Arbitration shall be governed by the relevant provisions (2900 to 2910) of IRS Conditions of Contract, duly incorporating the latest circular No. 2018/TF/Civil/Arbitration Policy dated 12.12.2018 as amended.

- ii) In case the award of the arbitrator, nominated by GM CLW is referred to the court of law, the same shall be subject to KOLKATA jurisdiction only.

Force Majeure:

- (a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

- (b) Notwithstanding the remedial provisions contained elsewhere in the contract, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

Force Majeure Clause will not be used by any party to effectively escape liability for bad performance and Contractor shall seek all reasonable alternative means for performance not prevented by Force Majeure events.

There may be a Force Majeure situation affecting the Purchaser's Organization and in such a situation, Force Majeure Clause shall be available and applicable to the Purchaser also and Purchaser shall be entitled to cancel the contract without any financial repercussions on either side.

Acceptance

I hereby acknowledge that I have read the terms and condition of the tender document and accept the same.

(Signature of the Proprietor or Partner of the Firm)

Name in Full: _____

Seal:

CHECK LIST FOR BIDDERS

Bidders are requested to thoroughly review their offer/bid prior to submission, with particular attention to the following points:

1.	Have all pages of the tender document including Offer Form been signed?	YES / NO
2.	Whether requisite Earnest Money deposited?	YES / NO
3.	Whether rates have been quoted in both words and figures in the Offer Form?	YES / NO
4.	Whether complete address with PIN code mentioned in offer at appropriate place?	YES / NO
5.	Whether contact number (telephone/mobile) of authorized person/official of bidder has been mentioned?	YES / NO
6.	Whether email ID of proprietor/company has been provided?	YES / NO
7.	Whether validity of offer has been kept 120 days as per tender condition?	YES / NO
8.	Whether PAN/TAN no. has been mentioned?	YES / NO

(Signature of the Proprietor or Partner of the Firm)

Name in Full: _____

Seal:

