

General Conditions of Sale by Auction

1. (a) The highest bidder for each lot shall, subject to the conditions hereinafter stated, be the purchaser thereof and in the event of any dispute arising out of or relating to any bid, the lot in respect of which the dispute arises, shall be put up for sale again immediately at the last undisputed bidding.
 - (b) The bids made by the bidders shall be irrevocable. The highest bid if acceptable is normally accepted on the spot. If it is not accepted on the spot but is reserved for consideration by the Railway Administration, the highest bidder shall then keep his bid open for acceptance by the Railway Administration for a period of 7(seven) days excluding the date of auction. The Railway Administration reserves the right to reject, without assigning any reason therefor, any bid before its acceptance.
 - (c) The Railway Administration shall be entitled to withdraw any lot before or during the auction sale or refuse to accept the bid made by the bidder without assigning any reason therefor.
 - (d) Any person bidding in the auction shall be deemed to be aware of the terms and conditions of auction sale, as also the location and condition of the material being sold and shall be deemed to have agreed to such terms and conditions.
 - (e) The highest bidder shall on the fall of the hammer, in addition to giving his name and correct address to the auction conducting officer, deposit certain percentage of bid money (**as detailed in the Special Conditions of Sale by Auction**) as earnest money. The earnest money deposit may be in one or more of the acceptable forms namely Demand Draft/Pay Order/cash (**as detailed in the Special Conditions of Sale by Auction**). The modes of payment other than cash shall be of any other Nationalized Banks (**as detailed in the Special Conditions of Sale by Auction**).
2. (a) The amount so deposited after acceptance of the bid on the spot shall remain with the Railway Administration as earnest money till full payment of the balance bid money as stipulated in Clause 4(a) has been made, where after it will be retained and adjusted as part of the total bid money.
 - (b) Where, however, the highest bid is not accepted on the spot but is reserved for consideration of the Railway Administration vide Clause 1(b) above, the earnest money deposit shall be forfeited if the bidder unilaterally withdraws, amends, impairs or derogates from his bid in any respect within the period of validity of the bid. If the bid reserved for consideration is finally accepted by the Railway Administration, the earnest money deposit will be retained and adjusted as part of the bid money. If the bid is not finally accepted by

the Rly Administration, the earnest money deposit made by the bidder shall be refunded to him. No interest shall be payable on such refunds.

- (c) The property in the goods or materials sold shall not be deemed to pass to the concerned successful bidder until and unless the balance of the bid money after adjusting the earnest money deposit has been paid to the Railway Administration and the Railway Administration has issued the delivery order in favour of the successful bidder.
3. If the purchaser makes default in complying with any of the conditions aforesaid, then the lot or lots in respect of which such default is made may if the Railway Administration thinks fit, be immediately put up again for sale and in such an event if lower price is offered and accepted for the said lot then the difference in price thereof shall be debit due by the purchaser in default to the Railway Administration in the alternative the Railway Administration will be entitled to due the purchaser in default for the price of said lot and the purchaser shall have no right to claim that the said lot must be sold again and the difference between the offer made by him and re-sale price of the lot alone be recovered from him.
4. (a) The balance of the bid amount shall be paid by the purchaser to the Railway Administration within a period **10/20 days of sale as specified in the Special Condition of Sale by Auction**. Such period will be counted from the day of auction sale (including the day of auction sale) or the date of intimation to him that the Railway Administration has accepted the bid. Payment shall be made in a Cash Office of the Railway administration and not at a Railway Station. Payment shall be made in the form of Demand Draft/Pay Order from any of the Nationalised Banks in favour of FA&CAO, East Coast Railway, Bhubaneswar payable at Bhubaneswar. A receipt for the payment, on realisation, signed by the Treasurer of the Railway or such other official as may be designated for the purpose by the Railway Administration. The goods sold may be removed from the premises only on production of the said receipt and a delivery order issued by the concerned Stores Officer, to such officer of the Railway Administration as may be in charge of the material.
 - (b) If the purchaser fails to pay the said balances of the price in the manner aforesaid, the earnest money paid by him shall stand forfeited to the Railway Administration. The lot or lots in respect of which forfeiture has been made shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-auctioned at the discretion of the Railway Administration at any subsequent sale without reference to the purchaser concerned and without incurring any liability whatsoever in respect thereunder.
 - (c) The right of the Railway Administration as provided in Clause 4(b) of General Conditions of Sale by Auction above shall not be deemed to have been waived for deposit of the aforesaid amount with any cash office of the Railway Administration after the expiry of

the period mentioned in clause made without the specific prior approval of the Controller of Stores in writing.

5. No delivery of goods or materials sold will be given on Sundays, Gazetted holidays or other holidays observed by the Government of India, Ministry of Railways. Delivery of goods or materials may be effected during working hours followed by respective stock holders such as on (1) weekdays between the hours from 7.30 AM to 11.30 AM and 1.00 PM to 4.00 PM (2) half days between 7.30 AM to 11.30 AM. In order to complete delivery within the hours specified above all loading must cease on weekdays by 3.00 PM and on half days by 11.00 AM. The above timings are only indicative. The purchasers need to take the actual information of working hours from respective stock holders.
6. Goods or materials shall be removed by the purchaser by his own arrangement of transport within the free delivery period as detailed in the Special Conditions of Sale by Auction. The goods or materials not removed within the said period they shall remain at the purchaser's risk until removal and the Railway Administration shall be entitled to recover from the purchaser ground rent for the godown or store room or the space in which the goods or material are stored at the rate of Rs 10/- (Rupees ten) per lot or part of a lot per day or part of a day or at the rate of ½% of the value of the stores remaining undelivered per day or part of a day whichever is higher. Such ground rent or any other charges that may have been incurred by the Railway Administration shall be recovered from the purchaser before the goods are delivered and in the event of default in payment thereof the Railway Administration will be entitled to order the resale of the goods without making any reference to the purchaser and forfeit the bid money or the price, if any, paid by the purchaser. Further, if such materials are not removed with payment of ground rent within 14 days from the date of expiry of free delivery period, the Railway Administration may at their discretion order the resale of the goods without making any reference to the purchaser and forfeit the bid money or the price, if any, paid by the purchaser.

Provided that the Railway Administration does not guarantee to deliver the goods or materials sold within any specified time and if due to any default in this respect on the part of the Railway Administration the purchaser is unable to remove the goods or materials within the specified period then the Railway Administration shall extend the period therefor and in such an event if the goods and materials are removed by the purchaser within extended period then he will not be liable to pay any ground rent or any other charges and the Railway Administration will not be entitled to order the sale of goods or materials or forfeit the bid money or the price if any paid by the purchaser.

7. (a) Goods in each lot are sold on "AS IS WHERE IS" basis and no warranty is given as regards size, quality, quantity, weight, description etc. The description of any lots is merely indicative and for identification thereof only and no sale shall be invalid by

reason of any defect or fault in any lot or on account of any lot being incorrectly described and/or on account of the quantity/ weight/size or approximate quantity/ weight/size being incorrectly stated and the purchaser shall not be entitled to claim any damages or compensation whatsoever on account of such fault, error in description, quantity, weight, size etc. To avoid any discrepancy, bidders must inspect the lot(s) as stated in clause 1(d) above.

(b) If in any sold lot, serviceable materials are found while effecting the delivery, the same shall be retained by the Railway Administration and the purchaser shall have no right to claim it.

8. Delivery of lots purchased by any one purchaser shall be taken all at a time or one lot at a time as per the terms & condition of sale or as per the decision of the stock holder and removal of lots sold to him should be completed within the period specified in clause 6 above.

9. If two or more goods or materials are sold after clubbing under one bidding, then in case of default on the part of the purchaser in completing delivery of a part of the material within the period as specified in clause 6 above, the purchaser shall be liable to pay ground rent on the proportionate value of each and every lot or part of lot not taken delivery of within the said period. The Railway Administration shall arrive at such amount and the same will be binding on the purchaser.

10. No picking and choosing will be allowed under any circumstances. Similarly no sorting, cutting or breaking of goods or materials sold will be permitted except in certain special circumstances where such permission has been accorded and specified in writing at the time of the auction by the COS or his representative i.e. auction conducting officer. Such permission will only be accorded on the distinct understanding that the delivery order for such lot or lots must be obtained for full quantity before sorting, cutting or breaking commences.

11. (a) The purchaser will not be permitted to bring in his own labourers to handle or load the goods or materials unless otherwise specifically so permitted by the Railway Administration. Where handling or loading of sold goods or materials is undertaken by the Railway Administration, the loading charges as fixed by the Railway Administration from time to time will be payable in cash prior to delivery of the said goods or materials.

(b) If available and convenient, the Railway Administration will provide crane for loading of heavy materials after realisation, in advance, of the prescribed charges as applicable at the time of delivery from the purchaser in addition to the loading charges as per clause 11(a) above.

12. Sold materials are not to be delivered/despached by rail normally unless the same has been agreed at the time of auction by the auction conducting officer and recorded the

same in the bid sheet. It must be clearly understood that in the event of delivery by rail when accepted by the auction conducting officer under exceptional circumstances, the responsibility of arranging the wagon(s) and placement of the wagon(s) at Railway's nominated siding would entirely be of the purchaser and the purchaser will have to bear all sorts of expenditure in this regard including the same relating to freight at public rates, loading and delivery/despatch of materials in the wagons, demurrage etc. In no case delivery can be given by rail where Railway's nominated sidings does not exist in the opinion of the auction conducting officer whose decision in this regard shall be final and binding.

13. The Controller of Stores or the auction conducting officer acting for and on behalf of the President of India shall be entitled to and have the right to cancel the sale of any lot or items that have been sold at any time without assigning any reason whatsoever. But, in such case the purchaser shall be entitled to refund of value for cancelled lot or items. However, no interest will be paid to the purchaser on the amount paid or deposited by him and subsequently found refundable under any of the conditions herein before mentioned.
14. The Railway Administration does not guarantee to deliver all the quantity or quantities sold as the same as indicated in auction catalogue are approximate only. But, if at the time of delivery, quantity or quantities fall short of sold quantity or quantities, the purchasers shall be entitled to refund of value for such shortage. However, no interest will be paid to the purchaser on the amount paid or deposited by him and subsequently found refundable to him under any of the conditions herein before mentioned.
15. In the event of any question, dispute or difference arising under these conditions or in connection with this contract (except as to any matters decision of which is specifically provided for under these conditions), the same shall be referred to the sole arbitration of an Arbitrator appointed by the General Manager of the Railway Administration. There will be no objection that the Arbitrator is a Government servant and that in the course of his duties as Government servant he has expressed views on all or any of the matters in dispute or difference. 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 an Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed from the stage at which it was left by his predecessor. The award of the Arbitrator shall be final and binding on the parties to this agreement. It is, further, a terms 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 for any reason that is not possible, the matter need not be referred to arbitration at all.
The arbitrator may time to time with the consent of all the parties to the contract enlarge the time for making the award. The venue of arbitration shall be as decided by the Arbitrator.

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

Special Conditions of Sale by Auction

1. The sale will be governed by the General Conditions of Sale by Auction and the Special Conditions of Sale by Auction as incorporated in this auction catalogue as also any other terms and conditions announced during auction by the auction conducting officer. These will be referred to as the terms and conditions of sale. In case of dispute, the Special Conditions of Sale by Auction will have precedence over the General Conditions of Sale by Auction in relevant context. Similarly, the terms and conditions announced during auction by the auction conducting officer will have precedence over both the General Conditions of Sale by Auction as well as the Special Conditions of Sale by Auction in relevant context.

2. The purchasers are advised, in their own interest, to inspect the materials in order to be aware of their condition as also the location at which the same are lying before the auction and offer accordingly. No complaints whatsoever regarding the materials, their condition or location etc shall be entertained afterwards. Purchasers shall be required to remove the materials from whatever location the same are lying by their own arrangement.

3. The materials or goods offered for sale may be inspected during working hours followed by the stock holders say between the hours from 7.30 AM to 11.30 AM and 1.00 PM to 4.00 PM on weekdays and from between 7.30 AM to 11.30 AM on half days except on holidays observed at the depots or by other stock holders. The above timings are only indicative. The purchasers need to take the actual information of working hours from respective stock holders.

4. All the lots are offered for sale on 'AS IS WHERE IS' basis. Notwithstanding this condition, the scope of sale will be restricted to the material only covered under the description of the lot and will not, in any case whatsoever go beyond or enlarge the description of the material specified to include anything not covered by description or any other things, which are normally not part of the described items.

5. All unsold or deleted items of one auction are likely to be put up again in the next auction. In the next auction, some more new items (supplementary list) are likely to be offered. The Railway Administration shall be at the liberty to include or re-include in the auction or to withdraw from auction any lot at any time without assigning any reason whatsoever.

6. If considered necessary, the auction may be continued or held on the next day. In such case, this decision shall be announced or notified at the auction venue on the date of auction.

7. The intending bidders are required to bring a letter of authority (as per Annexure III of the Special Conditions of Sale by Auction) from the authorized person of their firm (such as the proprietor etc as indicated in the firm's Sales Tax Registration Certificate) whom they represent indicating their full names and addresses and as also the firm's Sales Tax Registration Number on their firm's letterhead to participate in the auction and produce the same at the entry gate of auction venue. In addition, the bidders will have to establish their identity by producing any one of the following established proof of identity in original at the entry gate of auction venue alongwith a duplicate/zerox copy thereof:

- (i) Voter Identity Card.
- (ii) Driving License.
- (iii) Passport.
- (iv) Income Tax PAN Card.
- (v) Bank Account Pass Book with Photo.

8. Not more than two persons will be allowed in the name of one firm. In case of 2 persons from one firm, the letter of authority shall have names of both the persons as per clause 7 above.

9. Apart from the letter of authority as per clause 7 above, the intending bidders will have to produce a copy of the Sales Tax Registration Certificate, at the entry gate of auction venue.

10. Entry fee of Rs 10000/-(Rupees Ten Thousand Only)) per head per firm in form of Demand Draft /Pay Order in favour of FA&CAO/East Coast Railway, Bhubaneswar from any Nationalised Banks payable at Bhubaneswar along with valid documents (as per Clause 7 & 9) must be submitted at the entry gate of auction venue for issue of gate entry pass to attend the auction. The entry fee will be refundable after completion of auction only. It will not be adjusted with earnest money or balance sale value.

11. Any person offering bogus bids during auction, found indulging in or supporting any acts of rowdyism, illegal activities or any other unseemly behaviour thereby creating circumstances not congenial for holding the auction in peaceful and uninterrupted manner or obstructing the official(s) supervising the auction in discharge of his or their official duties shall be expelled from the auction at the decision of the auction conducting officer and the same will be final and binding onto the parties concerned. The auction conducting officer in such case shall have full liberty to forfeit the entry fee deposited by the person or persons concerned. In extreme cases, such person or persons shall be liable to be proceeded against legally.

12. EARNEST MONEY:

- (a) The highest bidder shall on the fall of the hammer, in addition to giving his name and correct address to the auction conducting officer, deposit Earnest Money as under: -

- i) 100% for sale value upto and including Rs 10,000/-.
- ii) 25% for the sale valued above Rs 10,000/- and upto and including Rs 1,00,000/- subject to a minimum of Rs 10,000/-.
- iii) 10% for sale value exceeding Rs 1,00,000/- subject to a minimum of Rs 25000/-.

(b) The earnest money deposit may be in one or more of the acceptable forms namely demand draft/ pay order if the amount against one lot is above Rs.25,000/- or in form of cash if this amount is up to Rs.25,000/-. In case of earnest money amount for any desired lot is expected to be above Rs.25,000/-, the intending purchaser may bring Demand Draft/Pay Order for likely amount of earnest money deposit as also for some round figures of say, Rs.500/-, Rs.1000/-, Rs.2000/-, Rs.5,000/- etc and the balance, if any, may be paid for in form of cash. The Demand Draft or Pay Order shall be in favour of FA&CAO/East Coast Railway, Bhubaneswar from any Nationalised Banks payable at Bhubaneswar.

(c) Every bidder will ensure that his name and address are correctly spelt and recorded in the bid sheet or earnest money deposit receipt, as no subsequent alteration will be accepted.

(d) The persons signing the bid sheet on behalf of the purchasing firm or company deemed to have been delegated with all powers by the purchasing firm or company for execution of the sale. The firm or company will be responsible for all action (s) of the person signing on the bid sheet. The person signing in the bid sheet will be treated as 'Purchaser' for all practical purposes and in execution of the sale.

13. BALANCE PAYMENT:

(a) The balance of the bid amount shall be paid by the purchaser to the Railway Administration within a period as below:

- i) For lots valuing up to Rs 1 Lakh. Within 10 days from the date of auction.(Including the date of auction)
- ii) For lots valuing above Rs 1 Lakh but upto Rs 2 Lakhs. Within 20 days from the date of auction.(Including the date of auction)
- iii) For lots valuing above Rs 2 Lakhs. **In two equal instalments of 10 days each** i.e. 1st instalment within 10 days from the date of auction & 2nd instalment within 20 days from the date of auction.(Including the date of auction)

or

In one instalment within 20 days from the date of auction.

Note: The purchaser shall exercise the option for payment in one instalment or two instalments at the fall of hammer.

- (b) The period for deposition of balance sale value will be counted from the date of auction (including the date of auction) or from the date of intimation to him that the Railway Administration has accepted the bid in case the bid has been kept reserved for consideration of the Railway Administration. In later case, the date of issue of the letter of intimation to the purchaser's address as per bid sheet will serve the purpose.
- (c) Payment shall be made by the purchasers to the Assistant Chief Cashier East Coast Railway, Bhubaneswar, in the form of Demand Draft/ Pay Order from the State Bank of India or any of the Nationalised Banks in favour of FA&CAO/E.Co..Railway/Bhubaneswar. The purchaser shall arrange to collect the money receipt for the payment, on realisation, signed by the treasurer of the Railway or such other official as may be designated for the purpose by the Railway Administration. The date of deposition of instalment to the Assistant Chief Cashier shall be treated as actual date of payment subject to realisation of demand drafts by the divisional cashiers. In case demand draft is not realised it should be treated as non-payment of Balance Sale value.
- (d) The goods sold may be removed from the premises only on production of the said receipt and a delivery order issued by the concerned SMM/P, to such officer of the Railway Administration as may be in charge of the material. The money receipt will be returned to the purchaser by the concerned SMM/P alongwith the delivery order.
- (e) Sales tax and any other statutory taxes or duties, wherever livable shall be payable at prevailing rates by the purchaser along with the balance sale value. They shall deposit the short amount of the same at the time of delivery in case there is any upward revision in the mean time. Mere issue of delivery order will not entitle them to evade payment of livable amount. Further, the purchaser shall be required to deposit Income Tax as per provisions of Income Tax Act / Rules for materials purchased by them. Wherever they are entitled for payment of Income Tax at Nil or Lower Rates, they shall be required to submit necessary forms from concerned Income Tax authorities as per provisions of Income Tax Act / Rules.
- (f) **In case of failing to deposit the balance sale value within the stipulated time for respective lots in terms of clause 4 (a) of the General Conditions of sale of Auction and Clause 13(a) as above, the Controller of Stores may at his discretion allow the payment beyond allowed period as per 13(a) above while condoning delay in payment. However such delayed payment will be with interest charged at 2% (two percent) above PLR of State Bank of India. (For example, for PLR @ 10.25% per annum as on 01.02.2006, the rate of interest shall be @12.25% per annum for auctions**

conducted after 31.01.2006. This rate will be subject to change on revision of PLR. For sales finalized in the auctions held prior to 01.02.2006, the interest rate @ 22.75% will be applicable as per terms and conditions of those auctions.) The delayed payment as above, however, shall not affect the free delivery period, which shall be as per Clause 14. If, however, the payment is not deposited within 50 days of the date of auction or from the date on which the acceptance of the bid has been communicated to the purchaser, the earnest money shall be forfeited.

- (g) If the last date of payment of balance sale value as per clause 13(a) falls on Saturday, Sunday or any holiday, the purchaser will be allowed to deposit the same or the next working day without any interest charges and no condonation is required for the same. Similarly if the last date of payment in the period of 30 days (beyond normal period) with interest as per **Clause 13(f)** falls on Saturday, Sunday or any holiday the purchaser will be allowed to deposit the balance sale value on the next working day with interest charges and no condonation will be required for the same.
- (h) The total sale value of sold materials in the form of earnest money and balance money should be deposited under the head of Allocation(s) as below:
1. 1620 -7142-9 for Stores held by the Stores Depots.
 2. 1620 - 7168 Sr. DFM (Divn.) for surplus Engg. Stores held by Engg. Deptt. of Divisions.
 3. 1621 - 2110-7 for condemned locomotives as per the following detailed heads.
 - I. 1621-2111-7 : Steam locomotives.
 - II. 1621 – 2112 –7: Diesel hydraulic and mechanical locomotives.
 - III. 1621 – 2113 – 7 : Diesel Electric Locomotive.
 - IV. 1621 – 2114 –7 : Electric Locomotives.
 - V. 1621 – 2115 –7 : Rail Cars.
 - VI. 1621 – 2116 – 7 : Capital spares Loco.
 - VII. 1621 – 2117 – 7 : Capital spares EMU & Rail Cars.
 2. 1621 – 2120 - 7 : For condemned boilers as per detailed head given above under 1621 – 2110 –7.
 3. 1621 – 2130-7 : For condemned carriages as per detailed head below:
 - I. 1621 – 2131 – 7 : Bogies.
 - II. 1621 – 2132 – 7 : four wheelers.
 - III. 1621 – 2133 – 7 : EMU Coaches.
 - IV. 1621 – 2134 – 7 : Dining cars.
 - V. 1621 – 2135 – 7 : Inspection carriages.
 - VI. 1621 – 2136 – 7 : Reserved carriages.
 - VII. 1621 – 2137 – 7 : Misc. Cars.
 - VIII. 1621 – 2138 – 7 : Other coaching vehicles.
 4. 1621 – 2 140 - 7 for condemned wagons as per detailed as below:
 - I. 1621 –2141 –7 : Covered wagons.

- II. 1621 – 2142 – 7 : Open wagons.
- III. 1621 – 2143 – 7 : Tank wagons.
- IV. 1621 – 2144 – 7 : Special wagons.

- 5. 93-652 – 99 for interest on delayed payment.
- 6. Deposit Misc. Stores (BBS) for sales tax.

14. FREE DELIVERY PERIOD: The goods shall be removed by the purchaser by his own arrangement of transport in the following manner: -

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| a). Other than Condemned Rolling Stocks Lots valuing up to Rs. 1 lakh | Within 45 days from the date of auction |
| b). Other than Condemned Rolling Stocks Lots valuing over Rs. 1 Lakh | Within 50 days from the date of auction |
| c). For Condemned Rolling Stock lots valuing up to Rs. 5 Lakhs. | Within 55 days from the date of auction |
| d). For Condemned Rolling Stocks Lots valuing over Rs. 5 Lakhs & up to Rs. 20 Lakhs | Within 60 days from the date of auction |
| e). For Condemned Rolling Stocks Lots valuing over Rs. 20 Lakhs | Within 65 days from the date of auction |
| f). For Rails & M.S. Turnings & Borings valuing up to Rs. 1 lakh | Within 50 days from the date of auction |
| g). For Rails valuing over Rs. 1 lakh | Within 65 days from the date of auction |
| h). For M.S. Turnings & Borings valuing over Rs. 1 lakh | Within 65 days from the date of auction |

15. Purchaser's own labour wherever considered necessary will be allowed at the discretion of the controlling officer of stock holder only.

16. If the successful bidder/purchaser decides that the delivery of stores may be given to some of his representative, the bidder/purchaser will have to submit a power of attorney on a non-judicial stamp paper as per proforma attached as per **Annexure-I** and to get the same executed before the authenticate notary public or any law court of judge or magistrate, to be produced to the stock holder of the lot for effecting delivery. The person so nominated by the successful bidder/purchaser for taking delivery and in whose favour the above power of attorney is issued will have to establish his

identity by producing any one of the following established proof of identity in original to the stock holder of the lot alongwith a duplicate/zerox copy thereof:

- (i) Voter Identity Card.
- (ii) Driving License.
- (iii) Passport.
- (iv) Income Tax PAN Card.
- (v) Bank Account Pass Book with Photo.

17. In case of refund of sale value for a lot or part of which had been sold after clubbing with other lots as one sale, the refundable amount will be calculated taking into consideration the reserve price (confidential) fixed for the lot the total of the reserve price (confidential) fixed for all the lots sold by clubbing, the quantity short or cancelled, quantity or quantities of individual lots so clubbed and the total price for which the lot has been sold after clubbing with other lots. The calculation made by the Railway Administration to arrive at such refundable amount shall be final and binding on the purchaser.

18. All disputes will be referred to the arbitration as per Clause 15 of the General Condition of sale by Auction. Only after the option of arbitration has been exhausted, the question of litigation will arise. In such case, the same shall be subject to jurisdiction of Bhubaneswar only.

19. (a) Scrap rails measuring 1 (one) metre and above shall be sold on nominal sectional weight basis without applying the factor of wear and tear. However, the delivery of the same shall be effected on the basis of measurements and weight delivered shall be arrived at on the basis of nominal sectional weight without applying any factor for wear and tear.

(b) Scrap rails measuring less than 1 (one) metre shall be sold on actual weight basis and shall also be delivered on actual weight basis. Items like tongue rails, points and crossings, check rails and rails released from yards where wear and tear is generally much beyond the nominal weight may also be sold and delivered on actual weight basis.

20. **SALE OF PERMANENT WAY MATERIALS ON WEIGHT BASIS:** In case of U/S broken P.Way materials sold on weigh basis, the purchaser should arrange weighing machine facility where weighment facility is not available at the location with stock holder, beam scales, weights arranged by the purchaser must have the certificate of correctness from Weight and Measurement Department (Legal Metrology).

21. **SALE OF BRIDGE GIRDERS** – Bridge girders are offered excluding P.Way and its fittings, sleepers, side railings, trolley refuges and fixed and expansion bearings unless

anything to the contrary is explicitly and specifically mentioned in the description of the lot.

22. SALE OF BOGIES – Trolley bogies of wagons and coaches are offered excluding wheel sets, axles boxes, springs, vacuum brake or air brake fittings unless there is anything to the contrary is explicitly and specifically mentioned in the description.

23. SALE OF NON-FERROUS METAL WASTE AND SCRAP, WASTE OIL AND USED BATTERIES:

For purchasing waste oil, non-ferrous materials like lead, copper, zinc, waste and used lead and batteries in auction, the purchasers will have to produce certificate from MOEF and State Pollution Control Boards to that effect. If successful bidder fails to produce the certificate, the entry fee/earnest money will be forfeited by the Rly Administration. However, authorized agent of user/genuine re-processors having certificate from PCB and MOEF may participate in auction on production of authorization letter and certificate of PCB and MOEF in favour of their PRINCIPAL.

24. SALE OF ROLLING STOCKS

(a) All rolling stocks will be sold without wheel sets and their fittings, trolleys and their fittings and other excluded fittings as per CRSE/GRC's latest revised list as attached on **Annexure-II** unless otherwise specified in the catalogue. The list of excluded fittings shall be subject to revision by the Railway administration.

(b) Even though a wagon, coach or any other type of carrier or container may have been offered on AS IS WHERE IS basis, the contents of such wagon, coach, carrier or container do not form part of materials offered for sale unless anything to the contrary is specifically and explicitly mentioned in the description.

(c) Before the sold condemned wagons are delivered to the purchaser the excluded fittings should be listed in an inventory which should be signed by the Depot staff / stock holder, the purchaser and the accounts stock verifier.

25. SALE OF MIXED MELTING SCRAP (MMS) INCLUDING ANY ATTACHMENTS OF CAST IRON UPTO 5KGS.

(a) The delivery of MMS lot will commence from the point as mentioned in the catalogue and end where the lot quantity completes.

(b) MMS lot consists of 12 classes as mentioned in the lot and the details of the classes are as under:-

- 1) PL/8 – Scrap Plate/Sheet Cutting (In mixed lengths, widths and shapes, which cannot normally be used again except for re-melting including motor pans, shovels etc.
- 2) MF/10 - Scrap Jink/Kutchra (any ferrous scrap disintegrated through rust and corrosion tin & galvanised sheet strips & cuttings, commode chutes, refuse receptacles etc.) heavily corroded & disintegrated sleepers & sleeper pieces etc.
- 3) CS/1 – Scrap steel castings, Heavy (Drag boxes, centre castings, stricker castings, Pivots, Yoke, CBC Coupler etc. with or without attached rubber pads.
- 4) CS/2 – Scrap steel castings, Medium (Axle boxes buffer cases, rubbing blocks, Knuckles, front followers etc.)
- 5) HF/1 – Scrap steel fabrication (Heavy and Misc. large/bulky assemblies) (Without Trolleys)
- 6) B/10 – Scrap bar fittings (Bar work, fabrication etc. not in re-rollable condition including scrap tyre fastening rings.)
- 7) B/11 – Scrap hoop iron and thin flats (Under 1/8" thick, which cannot used again for binding, bracing etc.)
- 8) J/4 – Joists, channels, angles, tees etc. which cannot be used again as structural or for re-rolling, any length and any sections.
- 9) P/4 – Scrap iron pipes (Misc. over 1ft long)
- 10)MP/1 Scrap steel pieces (Forgings & misc. lump scrap including lump-tyre fittings, component parts, fabrication etc.)
- 11)MP/4 – Scrap low phosphorous Steel (Fittings centre couplers, Loco inter draw/Safety bars, misc. lump scrap including fittings and components parts i.e. Crank pins, webs, shaft, piston rods, cutters, gudgeoned pins, cross heads, piston valves, spindles, misc. Motion parts, cut pieces of billets, bloom etc., including bearing plates, rail crossings & slide chairs etc.)
- 12)MP/5 – Scrap steel pieces Light (Light forgings, off-cuts, cropped ends, iron pipe cuttings, fish tails, punchings, fins, small fittings, bolts, nuts, pins, keys, spikes, washers, rivets & all such shoveable scrap.)

26. CUTTING AND BREAKING IN TERMS OF CLAUSE 10 OF THE GENERAL CONDITIONS OF SALE BY AUCTION

- a) The workmen employed by the purchaser will be permitted to enter and work in the Railway premises within the area specified by the depot officer or stock holder concerned only between the working hours as followed at his end. No entry or work will be permitted on holidays observed by the depot or the stock holder concerned as the case may be.
- b) The purchaser will be permitted to retain one caretaker in the Railway premises and within the areas specified by the depot officer or stock holder concerned.

- c) The purchaser will be required to submit the name, father's name and full name address of all workmen and caretakers to the depot officer or stock holder concerned prior to commencement of work.
- d) The purchaser must take charge of his purchased lots within 10 days from the date of issue of delivery order and after the charge of the lot is made over to the purchaser the goods will remain in the Railway premises solely at the risk of purchaser and Railway Administration will not in any way be responsible for their safe custody.
- e) The presence, within the Railway premises, of the workmen and caretakers of the purchasers is solely dependent on their satisfactory conduct and subject to such conditions as the depot officer or stock holder concerned considers it necessary to impose.
- f) Each lot will be sold subject to the condition that the components specified in the list attached for surrender are excluded from the sale and will remain the property of Railway. The purchaser shall be bound to dismantle the excluded components and surrender them undamaged and intact to the stock holder concerned in presence of Accounts & Stores representative and the depot officer or stock holder concerned who will reserve to himself the right to withhold delivery of any part of the goods.
- g) The purchaser will be allowed to remove the cut-up scrap except the excluded fittings by employing his own labour for loading in lorries, wagons etc under the supervision of delivery witnessing officials.
- h) In the event of loss, deficiency or damage in respect of the excluded components or any other Rly property during the course of cutting, breaking or delivery, the purchaser shall be liable to compensate the Railway to the extent of the damage done. The amount to be paid as compensation will be assessed by the controlling officer of the stock holder concerned which shall be final and legally binding on the purchaser. The depot officer or stock holder concerned will reserve to himself the right to recover the amount due thereof in cash and as decided by him which shall be final and legally binding on the purchaser, prior to delivery of any part of the goods.

27. SALE OF SCRAP MATERIALS FITTED TO PERMANENT TRACK/SIDINGS

- a). The materials are sold on "AS IS WHERE IS" basis and it will be the sole responsibility of the successful bidder to take the items as indicated in the auction catalogue at his own cost by making suitable arrangements to the site.

- b) The purchaser will have to dismantle the track/sidings at his own cost to separate the scrap materials fitted to the Permanent Track/Sidings from the exact location as indicated in the auction catalogue.
- c). The purchaser will be allowed to take the delivery of the items as indicated in auction catalogue and as per the quantity as stipulated in the auction catalogue. The purchaser will have no claim on materials not covered under description given in auction catalogue or found in excess of quantity indicated in auction catalogue. Railway Administration may at its discretion allow the excess quantity to be lifted if the purchaser deposits the proportionate value of excess quantity. The proportionate value of items found excess will be determined by the Railway Administration.
- d). The successful bidder will not have any claim over the item such as bridge girders, wooden sleepers or any other fittings/items, which are not mentioned in the list of item. The purchaser will have to stack these unsold items in a proper manner as per instruction of the Railway Administration at his own cost and no extra payment will be made by the Railway Administration for such work.
- e) Check Rails, Switches, Crossings etc. will not be considered as Rails. Only the items mentioned in the list will be in the purview of auction sale.

28. Delivery of Scrap Rails

Delivery of scrap rails shall be taken by the purchasers at a stretch of maximum 07(seven) working days from the date of start of delivery. In order to ensure this, purchaser shall approach Sr.DEN/DEN concerned with sale release order etc. at least 14 (fourteen) days before expiry of free delivery period. For completing delivery within shortest possible time, say, within 07(seven) working days, purchaser must engage sufficient trucks, labourers etc. The delivery witnessing officials of Engineering Department, Accounts Department and RPF shall ensure this. Non-compliance of the same by purchaser shall be jointly reported by delivery witnessing persons and the same shall be enclosed by stockholder with the COS Proforma in case of free delivery period extension required, if any. Cases where purchaser complies with his part but delivery could not be given in a stretch of maximum 07(seven) working days for administrative reasons shall be reported to DRM/ADRM. Such cases where FDP extension is needed, DRM's/ADRM's remarks be shall be enclosed with COS Proforma by concerned DEN/Sr.DEN.

ANNEXURE-I

PROFORMA FOR POWER OF ATTORNEY

I _____ (Name and Address of bidder) _____ being the highest bidder in auction sale of lot no. _____ held on _____ and having paid the full amount of Rs _____ towards the cost of materials against the said lot hereby authorise, nominate and appoint Sri/M/s. _____ (Name, Father's Name and address) to receive all things, goods and articles from the Controller of stores _____ Rly, purchased by me in the auction sale of the said lot no. _____ held on _____ at _____ 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 constructed as acts, deeds and things done by me and I undertake to ratify and confirm all what-so-ever that my said attorney shall be or cause to be done for me by virtue of the power hereby given.

In witness of I have signed this deed on this day.

ANNEXURE-II

LIST OF EXCLUDED FITTINGS FOR BG & NG COACHES AS PER CRSE/GRC'S LETTER NO. M2/WS/251/EF/615 DATED 18.03.2002 AND AMENDMENT NO. 1499 DATED 26.07.2002

SL.	TYPE OF ROLLING STOCK	LIST OF EXCLUDED FITTINGS
1.	K/KE/KK/KL/KD/KCA/KB/KC/KS/K/KF/KV/C/CA/CJ/CS/X and including any other type of four wheeler wagon plain bearing open/covered/flat wagons but excluding Bk. Van/MT of all type, Tank wagon of all Type and	a) Bearing Spring b) Bronze Bearing c) Roller Bearing wheel sets with axle box and axle box cover. d) Plain bearing wheel sets. e) Screw coupling f) Draw bar hook g) Bk. Beam with hanger h) Bk. Beam. connecting link.

	CRT/GRC Wagons.	
2.	BOXC/BOXR/BOXT/BCXC/BCXT/BRHBOI/BFR	A) CBC body, knuckle, knuckle Pin, Yoke, Yoke Pin, Draft Gear /BCXC/BCXT/BRH/ assembly (Complete), Pad, Lock, Lock lifter, toggle, striker/casting. B) All type of pull rods, SAB, Control rod with head. C) Screw coupling D) Plain bearing wheel sets for BFR wagons. E) stanchion rods and Lashing chains with screw
3.	TYPE OF WAGONS A) All type of four wheeler tank wagons. B) CRT/CRC/BVGT/BVG	A) Screw coupling, B) Bearing spring, C) Bronze bearing D) CBC body, Knuckle, Knuckle Pin, yoke, yoke Pin, Draft Gear assembly (complete), Pad, Lock, Lock lifter, toggle, striker/casting E) Roller bearing wheel set with axle box with bearing and cover plate. F) Plain bearing wheel set. G) all type of pull rods, brake beam, connecting link, palm ends H) Manhole cover I) Audco valve complete/Bottom discharge valve J) Master valve complete K) Draft link, draft spring L) Draw bar hook, brake beam hanger M) all type of doors of CRC/CRT wagons N) Draft casting of CRT wagons O) Buffer socket of CRT wagons.
4.	ALL TYPE OF BOGIE TANK WAGONS	1) CBC body, Knuckle, Knuckle Pin, Yoke, Yoke Pin, Draft Gear assembly (complete) Pad, Lock, Lock lifter, toggle 2) Casnub trolley with complete fittings e.g. adapter, all type of coil springs, spring plank, centre pivot (top & bottom), pivot pin, all type of pull rods and push rods, brake beams, brake beam with hanger, equalising lever, side bearer pocket, brake beam support, SAB, control rod with head, 3) Screw coupling 4) Bearing spring, shackle pin, shackle link, retainer and stone, 5) Roller bearing/Cartridge bearing wheel set complete with Roller //Cartridge bearing, axle boxes and axle boxes covers 6) Plain bearing wheel sets. 7) Bronze bearing. 8) Audco valve complete/Bottom discharge valve, Manhole cover, Master valve complete.
5.	LIST OF EXCLUDED FITTINGS OF SPECIAL STOCK A)BOBC/KO B) BOBS	BOBC/KO Wagon A) Bronze Bearing B) Wheel set with axle box and axle box cover plate. B) 2. BOBS Wagon fitted with Diamond type trolley. C) A)Bronze Bearing. B) Wheel set with axle box and axle box cover plate. D) 3. BOBS wagons other than Diamond type trolleys. E) A) Bogie/Trolley complete with all fittings including bk. beam hanger, bk. beam, spring plank, bk. Beam support, adapter, all type of coil springs, side bearer pocket, centre pivot bottom, push rod. B)Distributor valve, air reservoir, bk. Pipe and feed pipe and all other pipeline fittings, bk. Cylinders.C) Wheel set complete with Roller /Cartridge bearing with axle box and cover-plate. D) Pull rod, Push rod of all types , bk. Beam, bk. Beam hanger, and

		equalising/Floating lever, SAB, Control rod with head E) CBC body, knuckle, Knuckle Pin, Yoke, Yoke Pin Draft gear assembly (Complete), Pad, Lock, Lock lifter, toggle.
6.	BOBX WAGONS	1. Centre pivot top, pivot pin. 2. Bronze bearing 3. Casnub trolleys with full fittings complete including centre pivot bottom and side bearer housing. 4. Wheel sets with Roller Bearings, axle box and axle box cover plate. Only those wagons fitted with casnub bogies 5. Column bolts with nut and journal column bolt with nut. 6. Pull rod + push rod of all types. 7. Plain bearing wheel set.
7.	BOB WAGONS A) FITTED WITH ROLLER BEARING B) FITTED WITH PLAIN BEARING	7.1. Fitted with roller bearing. A) Wheel set with roller bearing, axle box, cover plate B) Casnub trolleys with full fittings complete including centre pivot bottom and side bearer housing C) Pull rod + push rod of all types Note: A)It is clarified that in case of BOB wagon fitted with plain bearing 'Diamond type trolley' is not an excluded fitting. B) In both BOBX and BOB wagon " Cast steel Trolley is not an excluded fittings"
8.	BOXN/BCN/BCN A/BRN/BOBRN/B TPN/BOIBR/BVZ C/BOY/BOBY	1. Casnub bogie/trolley with all fittings. This includes :- A) Bolster spring outer and inner, snubber, B) Wedges. C) Brake beam with hanger D) Brake head with all fittings E) Equalising lever/Floating lever F) Lower spring plank G) Centre pivot top and bottom H) all types of pull rod/push rod, SAB, Control rod with head. I) Adapter J) Constant contact side bearer pad. K) Side bearer pocket L) Bk. Block with key. M) Empty load box device with change over plate, tooth segment and lever complete. N) Centre pivot pin O) Bogie bolster P) Wheel sets with axle box with roller/Cartridge bearing, axle box cover plate. B) II. CBC body, Knuckle, Knuckle pin, lock, lock lifter, toggle, CBC Operating handle, Draft gear assembly, Yoke, Yoke pin. C) A) Distributor valve with common pipe bracket with control reservoir B) Angle Cock C) BK. Pipe & feed pipe with all branch pipes, Flange joint and Dirt collector, D) Isolating cock, check valve with choke. E) Bk. Cylinder complete with piston rod and bracket F) Air hose carrier. IV. A) Hand brake screw with wheel B) Gear Box V A) Lashing chain with screw coupling and hook in case of BRN Wagon B) Stanchion rod of BRN wagon. VI. A) Guard emergency brake valve (BVZC) B) Bearing spring Laminated for BVZC C) Long shackle, shackle pin, Retainer, Stone for BVZC.

		VII. A) Bottom discharge valve for BTPN complete B) Master valve complete (BTPN) C) Manhole cover (BTPN)
FOR NARROW GAUGE COACHES & WAGONS		
1.	EXCLUDED FITTINGS FOR NARROW GAUGE COACHES.	1. Coil spring Inner and Outer. 2. Wheel sets with axle box and cover plates sleeper plate 3. Bronze bearing 4. Vac. Cylinder completes with piston, piston rod, release valve. 5. Non IRS Buffer shank.
2.	EXCLUDED FITTINGS FOR NG WAGONS	1. Wheel sets with axle box and cover plates, sleeper plate. 2. Bronze bearing. 3. Vac. Cylinder complete with piston, piston rod, release valve 4. Trolley with full fittings including Coil spring inner and outer. 5. Non IRS Buffer shank. 6. IRS Coupler head with hook and yoke end. 7. Axle column bolt with nuts and centre column bolts with nuts.
A	ICF/RCF/BEML BODY WITH ICF BOGIE/COACHES	1. All Coil ICF bogies with box type transom complete with all fittings including Bk. Gear, spring gear, suspension arrangement, shock absorbers, wheel set with axle box, axle box covers. Roller bearings, spring plank with equalising stay, Bogie bolster and Centre pivot bottom. 2. Pull rod, push rod, slack adjuster complete, vac. Cylinder complete with piston rod and release valve. 3. D.A. Valve. 4. Universal coupling 5. Complete air brake equipment, this includes train pipes (Both B.P. & F.P.), angle cock, feed pipe, Bk. Pipe with palm end and clip. DV with control reservoir, common pipe bracket, isolating cock, auxiliary reservoir, all pipe connections, passenger emergency valve, check valve with choke, dirt collector, alarm pull off box, guard emergency valve with pressure gauge, brake cylinder, drain out valve, premature reducing valve. 6. Vestibules only UIC type. 7. Body window assembly (Only Aluminium) 8. Door window assembly (Only aluminium) 9. Cabin window assembly (Only Aluminium)
B.	BEML BUILT COACHES WITH BEML BOGIES.	1. Bronze bush for centre pivot. 2. Bronze guide roller. 3. Slide bearer bronze wearing plate 4. SAB Complete 5. Valve Cylinder complete with piston, piston rod and release valve 6. DA Valve 7. Louvre shutter and glass shutter (Only aluminium)
C.	IRS/WOODEN BODY COACHES	1. SGCI/BRONZE Bearing

(Authorization format)

Firms letter head
(Sales Tax Registration no. With latest renewal and address)

The Controller of stores
East Coast Railway
Bhubaneswar

Dear Sir,

We hereby authorize the following persons whose name and signatures are appended below duly attested to participate in the auction programme on date----- at----- on our behalf.

The required amount of entry fee in the form of demand draft/ pay order as required is annexed herewith.

A copy of our central / state sales tax bearing No. -----Dt.----- with latest renewal is annexed herewith.

<u>Name</u>	<u>Signature</u>
1.	
2.	

Attested with seal

Signature/Authorized signatory
SEAL