

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 from their firms 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.

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/Deposit – at – Call Receipt 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 /deposit- at- call receipt 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 Deposit-at-Call Receipt/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 Deposit at Call Receipt, 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.

W 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/Deposit – at – Call Receipt/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 leviable 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 leviable amount.

(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 days with interest @ 22.75% per annum (Provisional) on the balance sale value while condoning delay in payment. This, 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 on 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.

4.1621 – 2120 - 7 : For condemned boilers as per detailed head given above under 1621 – 2110 –7.

5.1621 – 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.

6.1621 – 2140 - 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.

7.93-652 – 99 for interest on delayed payment.

8. 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: -

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.

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. All categories of rails will be sold and delivered in the units of lengths (i.e. Per meter).

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.
