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NB: PURCHASERS MUST PRODUCE PHOTO COPY OF PAN CARD OF THE FIRM/PROPRIETOR AT THE TIME OF MAKING GATE ENTRY, FAILING WHICH THEY WILL NOT BE ALLOWED TO PARTICIPATE IN THE AUCTION

GENERAL AND SPECIAL CONDITION OF AUCTION SALES

Subject to General and special conditions of sale by auction and also those which will be announced at the time of auction sale. GSD/RAIPUR will sell Scrap item Lots by Departmental Auction, under instructions from COS/SECRLY/BILASPUR, on the above dates and venue. If considered necessary, Auction may continue/held next day. All Unsold, Deleted & Supplementary Lots will again be put-up in ensuing Auction.

Extract of General, Special conditions of Sale, Index and Excluded fittings list of Rolling Stock shall be supplied with main catalogue only. The same should be referred to for all ensuing auctions in the month.

Important Note:1. The bidder should inspect the material at site before bidding. If there be discrepancy between the location/description etc. of material to be auctioned as is appearing in the catalogue and physical location/actual description the purchasers are required to point out such discrepancy before conclusion of the sale. No complaints regarding materials/lots will be entertained after wards.

2. Firms wishing to purchase lots valued over Rs 5 lacs should produce valid Sales Tax Registration certificates .

3. Not more than two persons will be allowed in the name of one firm. The intending bidders are require to bring a letter of authority from their firm whom they represents, indicating their full names and address on their firm's letter head to participate in the auction and produce the same at the entry gate of auction venue.

4. Entry fee Rs 10000/-(Rupees Ten Thousand Only) (Refundable only after completion of auction) per head per firm in DD/PO in favour of FA&C.A.O, S.E.C.RLY/BSP , Payable at Raipur on SBI or any Nationalised bank payable at Raipur_& along with valid documents (As per Clause 2) must be submitted at gate for issuing gate entry pass to attend the auction. No cash will be received as Gate Entry fee. PO/DD for gate entry must have the minimum validity of 15(fifteen) days excluding the date of auction.

5. Payment of Balance Sale Value (BSV) by DD/PO of in favour of FA&C.A.O, S.E.C.RLY/BSP, Payable at Raipur on SBI or any Nationalised bank payable at Raipur, shall be preferred by Rly administration for easy realization of the same. Divisional Cashier will issue TOKEN RECEIPT only for EMD & BSV paid in form of DDs. Final Money Receipt shall be granted only after realisation of DDs. SROs will be released only after realisation of DDs of EMD & BSV and receipt of Money Receipt.

6. Purchasers are requested to deposit BSV in fewer number of DD/PO maximum upto 4 or 5 nos. for Value upto Rs 20 Lakhs and in exception cases upto 8 nos. wherein large value amounting to Rs 20 Lakhs and above is involved.

ENTRY FEE WILL NOT BE ADJUSTED IN EARNEST MONEY

GENERAL CONDITIONS OF SALE BY AUCTION

1. (a) The highest bidder for each lot shall, subject to the conditions hereinafter stated, by 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 Rly Administration, the highest bidder shall than, keep his bid open for acceptance by the Rly Administration for a period of seven days excluding the date of auction. The Rly Administration reserves the right to reject without assigning any reason therefore, any bid before its acceptance.

(c) The Rly Administration or the auction conducting officer, 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 thereof.

(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 be 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 Rs 10,000/-.
- ii) Rs. 10001 to 40000/- Rs. 10000/-
- iii) 25% for the sale value Rs 40,001/- to Rs 1,00,000/-
- iv) Rs. 25000/- for sale value Rs 1,00,001/- to Rs 2,50,000/-
- v) 10% for sale value above Rs. 2,50,000/-

Earnest Money will have to be given by DD/PO/DACR in favour of the FA&CAO/SEC RLY, Bilaspur, on the SBI or any Nationalised bank payable at Raipur. Cash amount would be accepted towards EMD maximum upto Rs 25000/- only from a purchaser against one lot.

2. a) The amount so deposited after acceptance of the bid on the spot shall remain with the Rly 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 in the spot but is reserved for consideration of the Rly 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 reserve for consideration is finally accepted by the Rly 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 successful bidder until and unless the balance of the bid money after adjusting the EMD has been paid to the Rly Administration and the Depot Officer has issued the delivery order in favour of the successful bidder.

3. If the purchaser makes default in complying with any of the condition aforesaid, then the lot or lots in respect of which such defaults is made may if the auction conducting officer 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 debited due by the purchaser in default to the Rly Administration in the alternative the Rly 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 payment for lots value upto Rs 1Lakh for Cond. Rolling stock and other materials should be made within 10 days from the date of auction (Including the date of auction).

The balance payment for lot value exceeding Rs 1Lakh but upto Rs 2Lakhs for all items including Cond. Rolling Stock and other materials should be made within 20 days from the date of auction (Including the date of auction). For lots value exceeding Rs2Lakhs for all items including cond. Rolling stock and other materials, balance payment can be made in two instalments, 1st instalment within 10 days from the date of auction and 2nd instalment within 20 days from the date of auction (Including the date of holding of auction or the date of the auction to them that the Rly Administration has accepted the bid) and a receipt obtained for the said amount signed by the chief cashier or such officials as may be designated for the purpose by the Rly Administration and presented to the Depot Officer within 20 days (From the date of auction) as above.

b) Payment may be made in the form of DD/DACR/PO/Cash should be either from the SBI or any of the Nationalised banks in favour of FA&CAO/SECRLY, Bilaspur Payable at Raipur. where the bid money exceeds Rs 25000/- payment of balance money to be made in the form of DACR/DD/PO. The Depot Officer thereupon will prepare delivery orders in respect of each complete lot sold quoting reference to the chief cashier (S) Receipts. The Depot Officer shall hand over to the auction purchasers only such delivery orders in respect of complete lots as have been duly stamped and signed by the said Administration as the Rly Administration will not effect the delivery to any purchaser except against such delivery orders aforesaid. Delivery orders for part delivery will not be accepted nor honoured by Rly Administration under any circumstances what so ever unless otherwise agreed to by the Administration.

c) If the purchaser fails to pay the said balance of the price in the manner aforesaid, the earnest money paid by him shall stand forfeited to the Rly Administration and the lot 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 Rly Administration any subsequent sale without reference to the purchaser concerned and without incurring any liability whatever in respect there under.

d) The right of the Rly Administration as provided in Clause 4(b) of general conditions of sale by auction above shall not be deemed to have been waived and for deposit of the aforesaid amount with any cash office of the Rly Administration after the expiry of the period mentioned in clause is made with the specific prior approval of the Controller of Stores in writing.

5. No delivery of goods or materials sold will be given on gazetted holidays or other holidays observed by the Govt. of India, Ministry of Rlys, delivery of goods or materials may be effected from the depots on (1) week days from the hours from 9 AM to 12 Noon and 1.30 pm to 4.30 PM. (2) On half days between 8.30 AM to 11.30 A.M in order to complete delivery within the hours specified above all loading must cease on week days by 4 PM and on half days by 11.30 AM.

6. The goods shall be removed by the purchaser by his own arrangement of transport (a) within 45 days for valued upto and including 1Lakh, (b) within 50 days for lots valued above Rs 1 Lakh. (c) For cond. Rolling stock valued upto & including Rs 1 Lakh to 5 Lakhs- 55 Days, & over Rs 5Lakhs to 20Lakhs-60 Days, & over Rs 20Lakhs- 65 Days. (d) for M.S. turnings & Borings upto Rs 1Lakh- 50 Days, over Rs 1 Lakh- 65 Days for Turnings & Borings.(e) For Rails- Details at Page no. 7 & 8.

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If the goods are not so removed they shall remain at the purchaser's risk until so removed and the Controller Of Stores shall be entitled to recover from the purchaser ground rent @ Rs 10/- per lot or part of a lot per day or part of a day $\frac{1}{2}\%$ 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 COS shall be recovered from the purchaser before the goods are delivered. If such materials are not removed on payment of ground rent within 14 days from the expiry of free delivery period of delivery the COS may at his discretion order the resale of the goods and forfeit the EMD or price if any paid by the purchaser in respect thereof without making any reference to the purchaser. *If the last date of F.D.P. falls on Sunday or any other holiday, the delivery will be affected on next working day without extension or collection of ground rent*

Provided that the Rly 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 Rly Administration the purchaser is unable to remove the goods or materials within the specified period then the Rly Administration shall extend the period therefore 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 Rly Administration will not be entitled to order the sale of goods or materials or forfeit the 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, 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 weight/size or approximate weight/size or any lot not sold by 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 or description, weight, size or the like. To avoid any discrepancy, bidders must inspect the lot(s) as stated in clause 1(d) above.

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

8. Delivery of lots bought by any one purchaser shall be taken all or one lot at a time and removal of lots sold to him should be completed within the period specified in clause 6 thereof.

9. If two of more things or materials are put-up for sale in one lot are sold under one bidding then in default, on the part of the purchaser in taking delivery of the entire lot within the period specified in clause no 6 hereof the purchaser shall be liable to pay ground rent on the basis of the room occupied by each thing or materials not taken delivery of within the said period.

10. No picking, shorting, 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. 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 picking; shorting, cutting or breaking up commences.

11. a) The purchaser will not be permitted to bring in labour to handle or load the goods or materials by him unless otherwise specifically so permitted by the Rly Administration. Where the responsibility is undertaken by the Rly Administration, the loading charges are fixed by the Rly Administration will be payable in cash prior to delivery of the said goods or materials as applicable at the time of loading which will be decided by the Rly Administration.

b) If convenient the Rly Administration will provide crane for loading of heavy materials after realisation in advance of the prescribed charges as applicable at the time of delivery in addition to the loading charges from the purchaser.

12. Sold materials are not to be delivered/despatched through wagons normally unless the same is 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 through wagons when accepted by the auction conducting officer under exceptional circumstances, the responsibility of arranging the wagon(s) and placement to the wagon(s) at Rlys nominated siding would be the responsibility of the purchaser entirely and the purchaser will have to bear all sorts of expenditure relating to loading and delivery of materials in the wagons. In no case delivery can be given through wagons where Rlys nominated sidings does not exist as per the opinion/decision of the auction-conducting officer.

13. The goods advertised to be auctioned and goods sold and in course of delivery may be inspected between the hours of 9 A.M to 12 Noon and 1.30 P.M to 4 P.M on week days and 8 A.M to 12 Noon on half days excepting holidays observed by the depot.

14. The COS acting for and on behalf of the President of India and the Depot officer supervising the auction for and on behalf of the President of India shall be entitled and have the right to withdraw upto the actual time of sales, any lot or items that have been advertised for sales without assigning any reason and also to refuse to accept any bid which he may consider improper/unsatisfactory.

15. No interest will be paid to the purchaser on the amount paid or deposited by him and subsequent found refundable to him under any of the conditions herein before mentioned.

16. Sales tax, where levy able will be recovered from the purchaser by the auction Conducting Officer on the purchase price of the goods/materials sold to him.

.17. In the event of any question, dispute or difference arising under these conditions or in connection with this contract (except) as to any matter decision of which is specifically provided for any these conditions the same shall be referred to the sole arbitrator of an arbitration appointed by the GM of the Administration. It will be no objection that the arbitrator is a Govt. servant and that in the course of his duties as Govt. servant he has expressed views on all or may of the matters in dispute of difference, referred being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason the GM as aforesaid at the time of such transfer vacation of office or inability to act shall appoint under 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 GM 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 decided by the arbitrator.

Subject as aforesaid the Indian arbitration act, 1940 and the rules there under and the statutory modifications thereof shall apply to the arbitration proceeding in this clause.

SPECIAL CONDITION OF SALE OTHER THAN GENERAL CONDITIONS OF SALE

1. The purchasers are requested to inspect the materials and the place at which materials are lying before the auction date and then offer their bid in auction sale. No complaints regarding the materials/lots will be entertained afterwards. Purchaser has to lift the materials from the position/location of material from whichever position/location the materials are lying by his own arrangement.

Contents of wagons/Coaches/Carrier/Containers are not included unless specifically mentioned.

2. A) Even though a wagon or any other type of carrier or container may be offered on 'As is where is basis' the contents of such wagon, carrier or container do not form part of materials offered for sale unless anything to the contrary is specifically explicitly mentioned in the description.

B) 'As is where is basis' will not go beyond or enlarge description of the materials.

'As is where is basis' as per which materials offered for sale will only restrict the scope of material covered under the description of the lot and will not in any case whatsoever enlarge or beyond the description specified to include anything not covered by description or any other things which are normally not part of the described items.

3. The bidders are requested to bring letter of authority from their firm's giving their full name and address and also the Trade License No. On their letterhead for deputing him to participate in the auction and produce that authority on the depot gate of entry.

4. Person offering bogus bids in the auction sale, hindering the smooth conduct of auction by act of rowdysm etc. obstructing the official supervising the auction in the auctioneering & discharging of his and their official duties shall be liable to be proceeded against legally.

5. EARNEST MONEY: Will have to be given by DD/PO, DACR in favour of FA&C.A.O, S.EC.RLY, Bilaspur on SBI or any Nationalised bank payable at Raipur. Cash amount would be accepted towards EMD maximum upto Rs 25000/- (Rs Twenty Five Thousand Only) from a purchaser against each sale.

i) 100% for sale value upto and including Rs 10000/-.

ii) 25% for sale value above Rs 10000/- upto and including Rs 100000/- subject to a minimum of Rs 10000/-.

iii) 10% for sale value exceeding Rs 100000/- subject to a minimum of Rs 25000/- which ever is higher

6. Every purchaser/Bidder will ensure that his name and address are correctly spelt and recorded in the Bid Sheet/Earnest Money Deposit receipt, as no subsequent alteration will be accepted.

7. BALANCE PAYMENT: Will have to be paid by DD/PO/DACR in favour of FA&C.A.O,) SECRLY, Bilaspur on SBI or any Nationalised bank payable at Raipur. Cash amount would be accepted towards EMD maximum upto Rs 25000/- from a purchaser.

(7)

- i) For lots valued upto Rs : Within 10 days from the date of auction (Including the
1 Lakh for all items date of holding auction)
including Cond. Rolling
Stock & Other materials
- ii) For lots valued exceeding : Within 20 days from the date of auction (Including the
Rs 1 Lakh but upto date of holding of auction)
Rs 2 Lakh.
- iii) For Lots valued exceeding : In two equal instalments. 1st instalment within 10 days
Rs 2 Lakhs for all items from the date of auction & 2nd instalment within 20
including Cond, Rolling days from the date of auction.
Stock and other materials. OR

In one instalment within 20 days from the date of auction including the date of auction. The purchaser should exercise the option at the fall of hammer for Inst. Payment.

iv) Rail lots valued upto Rs. 1 Lakh

Within 10 days from the date of auction (including the date of holding auction)

v) Rail lots valued exceeding Rs. 1Lakh but upto Rs. 2 Lakh

Within 20 days from the date of auction (including the date of holding auction)

vi) Rail lots valued exceeding Rs. 2 Lakhs

In two equal instalments, 1 st instalment within 10 days from the date of auction & 2nd instalment within 20 days from the date of auction

OR

In one instalment within 20 days from the date of auction (including the date of holding auction.) The purchaser should exercise the option at the fall of hammer for instalment payment.

For Rail Lots only # As per COS/BSP's letter No.S/Sale/Policy/10/0525 dtd.28.01.2010

Allocations:

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) stores held by Stores/Depots. (a) P-7142-9. (b) Engg. Depot of Divn. P-7168 Sr DFM (Divn). (c) Cond. Locomotive Q-2110-7. (d) Cond. Boiler Q-2120-7. (e) Cond. Coaches Q-2130 & (f) Cond. Wagons Q-2140-7. (g) For interest Z-650. (h) For Sales Tax is Deposit Misc/Stores (BSP). (i)TCS-00002101 (j)SC on TCS-00002104 (k) Ed.Cess on TCS- 00002106.

8. Before the sold cond. 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.
9. The goods shall be removed by the purchaser by his own arrangement of transport in the following manner as per relaxation vide COS/SECR/BSP's letter No.S/Sales/Policy/10/316 dt.15.04.2010 :-

(8)

- a). Other than Cond. Rolling Stocks Lots : Within 45 days from the date of auction valued upto Rs. 1 lakh
- b). -- do -- over Rs. 1 Lakh : -- do -- 50 days -- do --
- c). For Cond. Rolling Stock (Lot value up to & including Rs. 1 lakh to Rs. 5 lakhs) : -- do -- 55 days -- do --
- d). -- do -- over Rs. 5 lakhs to Rs. 20 lakhs. : -- do -- 60 days -- do --
- e). -- do -- over Rs. 20 lakhs. : -- do -- 65 days -- do --
- f) M.S.Turning & borings valued up to Rs. 1 lakh. : -- do -- 50 days -- do --
- g) -- do -- over Rs. 1 lakh. : -- do -- 65 days -- do --
- h) Rails valued up to Rs. 1 lakh. : -- do -- 50 days -- do --
- i) -- do -- over Rs. 1 lakh : -- do -- 65 days -- do --

**** COS/BSP's No.S/Sales/Policy/10/987 dt.10.05.2010**

10 (a). In case of failing to deposit the balance sale value within the stipulated time for respective lots in terms of clause 4 (b) of the General Conditions of sale of Auction and Clause 8 as above, the purchaser can deposit the sale value with interest charges @ 15.75% per annum on the balance sale value for delays involving upto 30 (thirty) days subject to approval of COS/CMM. The COS may at his discretion charge interest @ 15.75% per annum (Provisional) on the balance sale value while condoning delay in payment. The condition however shall not effect the free delivery period. (vide COS/BSP's letter No. S/Sale/Policy/ 08/6779 dt. 09.09.2008).

10 (b) No permission for depositing the BSV beyond 50 days from the date of Auction will be granted. If the purchaser fails to deposit the BSV within 50 days, COS may at his discretion, order the resale of the goods and forfeit the EMD or price if any paid by the purchaser in respect thereof without making any reference to the purchaser. (vide COS/BSP's letter no. S/Sale/Policy/08/5990 dtd. 11.08.2008)

11. Delivery of materials will be effected as per Depot timings as available there.

Sales Tax will be payable at the applicable rate for the sales of Madhya Pradesh, Maharashtra,

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

12. Any person found indulging in or supporting unseemingly behaviours in civil or illegal activities at the time of auction thereby creating circumstances not congenial for holding the auction peacefully and uninterruptedly, shall be expelled at the spot. Decision of the Railway Official Supervising / Conducting auction will be final and binding upto the parties concerned and the Railway administrative in such case have full liberty to forfeit the gate money deposited by the person or persons concerned.

13. 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 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.

14. If the payment date of balance sale value falls on Sunday, Holiday the purchaser will be allowed to deposit the same on the next working day W/O any interest charges and no condonation is required for the same. In case the "30 days" as per clause 10 (a) falls on Sunday Holiday the purchaser will be allowed to deposit the balance sale value on the next working day with interest charges and no condonation required for the same.
15. **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.
16. **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 explicitly and specifically mentioned in the description.
17. All disputes are Subject to Jurisdiction of Bilaspur (C. G.) only.
18. 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 actions of the person signing in 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.
19. 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 Deptt. In addition, Weighment can also be arranged by the purchaser on his own cost at the nearest Govt. approved Road weigh bridge.
20. In case of refund of sale value of a lot which has been sold combinedly alongwith other lots against one sale, the refundable amount will be calculated on the basis of reserve price ' Fixed (confidential) for the lot and the lot quantity, vis-a –vis the price for which the lot has been sold combinedly alongwith other lots and the calculation made by the Railway Administration to arrive at such refundable amount will be final and binding on the purchaser.
- 21. SPECIAL CONDITION FOR SALE OF NON-FERROUS METAL WASTE AND SCRAP, WASTE OIL AND USED BATTERIES.**

Waste Oil, Non-Ferrous materials like Lead, Zinc, Copper Cable, Waste and used Lead and Batteries purchasers will have to produce original certificate from MOEF and State Pollution Control Boards to that effect before participating in the auction. If bidders fail 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 original certificate of CPCB and MOEF in favour of PRINCIPLE.
22. PRIVATE LABOUR IS TO BE ALLOWED AT THE DISCRETION OF DEPOT OFFICER. IF ALLOWED, THE PRIVATE LABOUR WILL ALSO BE UTILISED FOR LOT FORMATION.
23. DEPOT LOTS CAN BE INSPECTED ON WORKING DAYS - FROM MONDAY TO FRIDAY – IN BETWEEN 2PM TO 4.30PM – UPTO 2 DAYS BEFORE AUCTION DATE- WITH THE PERMISSION OF DEPOT OFFICER.

24. Tax Collected at Sources(TCS) @ 1% on sale value & surcharge @ 10% on TCS and Educational Cess @ 3% on TCS & SC will be collected at the time of payment of BSV. Purchasers who are willing to avail concession in CGST & TCS are requested to submit the documents in evidence of Tax, TCS concession at the time of payment of BSV only and not before release of SRO.

MMS INCLUDES ANY ATTACHMENTS OF CASTIRON 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.)
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SPECIAL CONDITION FOR ROLLING STOCK:

All Rolling Stock will be sold without Wheel set and its fittings, Trolley and its fittings AND Other Excluded fittings as per CRSE/GRC's Latest Revised List i.e. 615, DT. 18.3.2002 & AMDT NO1499 DT. 26.7.2002 unless otherwise specified in the catalogue.

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SPECIAL CONDITIONS FOR CUTTING AND BREAKING

CUTTING AND BREAKING UP FOR THE LOTS SPECIFIED AS AGREED UPON IN ITEMS OF CLAUSE 10 OF THE GENERAL CONDITIONS OF SALE BY AUCTION WILL BE SUBJECT TO THE FOLLOWING CONDITIONS.

1. a) The workmen employed by the purchaser will be permitted to enter and work in the Rly premises within the area specified by the depot/Divl./Officer concerned only between the hours of 8 A.M to 12 Noon and 1.30 P.M to 4 P.M on full working days and 8A.M to 12 Noon on half working days. No entry or work will be permitted on holidays/rest days observed by the depot.

b) The purchaser will be permitted to retain one caretaker in the Rly premises and within the areas specified by the depot/Divl Officer 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/Divl/Officer 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 Rly premises solely at he risk of purchaser and Rly will not in any way be responsible of their safe custody.

e) The presence, within the Rly premises, of workmen and caretakers of the purchasers employee is dependent on satisfactory conduct of and subject to such conditions as the depot/.Divl officers concerned considers it necessary to impose.

2. 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 Rly. 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/Divl officer who will mean while reserve to himself the right to withhold delivery of any part of the goods.

3. 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.

4. In the event of loss, deficiency or damage in respect of the excluded components or any other Rly property, the Depot/Officer 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.

5. In during the course of cutting and breaking up any damage is done to the Rly property, the purchaser shall be liable to compensate the Rly. To the extent of the damage done. The amount to be paid as compensation will be assessed by an officer of the concerned. Deptt. Which shall; be final and legally binding on the purchaser and the depot/Divl officer will reserve to himself the right to realise it in cash prior to delivery of any part of the goods.

6.FDP for accidental Rolling Stock is 45 days only.

7. The purchaser will be entirely responsible for any loss, damage etc. suffered by or injury sustained by labourers within the Railway premises and in no circumstances shall the Railway administration entertain any claim in the matter. On no account the purchaser or his labourers shall be permitted to reside in the railway premises after closing hours of the delivery.

PROFORMA FOR POWER OF ATTORNEY

Know all men by these present that, I (Name and Address of bidder) being the highest bidder in auction sale of Cat Sl. _____ Lot No. _____ held on _____ at _____ 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, Fathers Name and address) to receive all things, goods and articles from the Controller of stores S.E.C. 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.

The validity of this power attorney shall be effective from the date of execution and shall last upto complete of all transactions under the said Srl. and Lot or until revoked.

Note:- (1) Power attorney should be on Rs.50/- non-judicial stamp paper in above standard proforma.

(2) Any correction/over writing has to be attested by issuing authority duly notarised.

LIST OF EXCLUDED FITTINGS FOR BG & NG COACHES & WAGONS AS PER CME/BSP'S LETTER NO 2008/109/008/019/A/Vol-V/4186, Dt. 21/24.112008

BG WAGONS		
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 CRT/CRC wagons.	NIL
2	(A) BOXC/BOXR/BOXT/BCXC/BCXT/BRH/BOI/BFR (B) BRHC/BRHT/BRHE/BOXK/BOXKH/BCXKH MBOX/KCX/BOXB/MBCX All types of UIC Stock	a) Roller Bearing wheel set with Axle box with bearing and cover plate. b) Knuckle. c) Knuckle Pin. d) CC Body.

3	A) All type of four wheeler tank wagons. B) CRT/CRC/BVGT/BVG	a) Roller Bearing wheel set with axle box with bearing and cover plate. b) Laminated Bearing Spring of BVGT and BVG only.
4	ALL TYPE OF BOGIE TANK WAGONS	a) CBC body, Knuckle, Knuckle Pin, Yoke, Yoke Pin, Draft Gear assembly (Complete if HT only), Lock, Lock lifter, toggle, Front follower and back stopper. b) 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. c) Roller bearing/CTRB wheel set complete with Roller/Cartridge bearing, axle boxes and axle boxes covers. d) Audeo valve complete/Bottom discharge valve, Manhole cover, Master valve complete.
5	SPECIAL STOCK. A) BOBC/KO B) BOBS (Diamond type Trolley)	NIL
6	BOBX WAGONS	NIL
7	BOB WAGONS	NIL
8	A) BOXN/BCN/BCNA/BRN/BOBRN/BTPN/BOBR /BVZC/BOY/BOBY B) BOXNHS/BCNAHS/BRNAHS/BFNS/BOST/BOSTHS/BOBYN/BOBRN/BTPN/BTPGLN BOBS/BOBSN C) All types of stock with Casnub Trolley. D) BVZI	1) Casnub Trolley (22NL, NLB, HS) type only, including complete brake gear fitting, all type coil springs and brake cylinder in case of BMBC. 2) Wheel Set with CTRB. 3) Air Brake Equipment including following components: a) Distributor valve with common pipe bracket and control reservoir. b) Brake Cylinder complete with piston rod and suspension bracket. c) Cut off Angle Cock. (d) All Pipe fittings. (e) Dirt Collector. 4) CBC Body, Knuckle, Knuckle Pin, Draft Gear (MK-50, RF-361, only), Yoke with Yoke Pin and support plate. 5) Laminated Bearing spring for BVZC. 6) Bottom Discharge Valve complete and master valve (BTPN). 7) Following Door Gear parts of BOBRN Wagons: a) Main operating lever. (b) Adjustable lever. c) Main Connecting Rod. (d) Door Connecting link. e) Eye Bolt. (f) Central Door Locking lever. g) Turn Buckle. (h) Adjusting lever bolt. i) Secondary lock bolt. (j) Square operating shaft. k) Door Operating lever. (l) Bronze Bush. m) DOM Cylinder and Air Reservoir of BOBR & BOBRN Wagons. n) Spool valve. 8) Hand Brake Wheel with its mechanism. 9) Bogie end pull rod. 10) Load Empty gear complete with brackets and rods. 11) Load sensing devise (LSD). 12) ICF Trolley (BVZI), Guard emergency brake valve with Complete fittings.

9	List of excluded fittings of BG Coaches: A) ICF/RCF/BEML body with ICF bogie/coaches	1) All coil ICF bogies with complete fittings and wheel sets, axle box, axle box cover and roller bearing. 2) Air brake equipment including : a) Distributor valve with control reservoir and common pipe bracket. b) Brake cylinder body mounted/bogie mounted. c) Aluminium water tank. d) Window/Door assemblies of AC coaches.
	B) BEML built coaches with BEML bogies.	1) Wheel Set.
LIST OF EXCLUDED FITTINGS FOR NARROW GAUGE COACHES & WAGONS AS PER CRSE/GRC'S LETTER NO M2/WS/251/EF/615, DT. 18.3.2002 AND AMDT. NO 1499 DT 26.7.2002		
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 complete with piston, piston rod, release valve. 5. Non IRS Buffer shank & Vide CME/BSP No. 2007/109/007/027/136 dt. 9.1.07 –1) Bolster Plank Top including Centre Pivot & side bearer, 2. Bolster Plant bottom with Rocker Bar Seating, 3. Swing link bracket (Left & Right both) 4. Bolster Stop(left & Right both) 5. Brake Beam hanger Bracket 6 Rocker Bar (Cradle) 7. Fulcrum Bracket (Center Bkt) 8. Brake Beam Fork 9. Brake beam hanger 10. Bogie Head Stock 11. Non-IRS Center Pivot
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.
LIST OF EXCLUDED FITTINGS OF BG COACHES		
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. Side bearer bronze wearing plate. 4. SAB Complete. 5. Vac. 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.

AUCTION ENTRY FORM

(This Application form is to be filled in duplicate and produced at Gate for entry)

To
The Dy.CMM(S)/SECRLY/RAIPUR
Dear Sir,

Sub: Application for Auction Entry.

Auction Date & Place. :
Firm's Name& full address:.....
& IC NO.
ST NO.:.....
Trade Licence No.:.....
Valid ITCC No.:.....

D.D. Reference. : DD No..... DT.
Amount.....Issuing Bank. In favour
of FA&CAO/SECRLY, BILASPUR. PAYABLE AT RAIPUR.
No & Name of persons wish to attend (Max 2)
.....

I/we/my representative have gone through the auction catalogue and agree to the terms & conditions mentioned therein. Further the information given above is true and I/we remain responsible for the same.

(STRIKE ONE OF THE FOLLOWING PARAS NOT APPLICABLE)

1) I/we, being the proprietors/partners of the above firm wish to attend the auction.

Signature & Rubber
stamp

2) I/we authorise Sri to attend the auction and sign the Bid Sheet.

Specimen signature
Of the auth. Representative

Attested
Sign & seal

Signature of
Official

FOR OFFICE USE

No:Dy.CMM(S)/GSD/R/
ALLOWED/ NOT ALLOWED

Date :

Received DD as above

Sign. Of Gate supervisor

Returned/Forfeited DD as above

Sign of purchaser:

INDEX

S.No.	Description of items.	Division	Cat.SI.No	
			From	To
1	Ferrous	DEPOT	001	499
2	Non Ferrous	DEPOT	500	699
3	Containers	DEPOT	700	7699
4	Miscellaneous	DEPOT	800	899
5	Rails	BSP	1000	1199
6	P.Way Materials	BSP	1200	1399
7	Cond. Wagons	BSP	1400	1499
8	Cond. Coaches	BSP	1500	1599
9	Cond. Locos, Tenders & Boilers	BSP	1600	1699
10	Miscellaneous Items	BSP	1700	1799
11	M & P Items	BSP	1800	1899
12	Cond. Vehicles	BSP	1900	1999
13	Rails	NGP	2000	2199
14	P.Way Materials	NGP	2200	2299
15	Cond. Wagons	NGP	2300	2399
16	Cond. Coaches	NGP	2400	2499
17	Cond. Locos, Tenders & Boilers	NGP	2500	2599
18	Miscellaneous Items	NGP	2600	2699
19	M & P Items	NGP	2700	2799
20	Cond. Vehicles	NGP	2800	2899
21	Rails	R	3000	3199
22	P.Way Materials	R	3200	3399
23	Cond. Wagons	R	3400	3499
24	Cond. Coaches	R	3500	3599
25	Cond. Locos, Tenders & Boilers	R	3600	3699
26	Miscellaneous Items	R	3700	3799
27	M & P Items	R	3800	3899
28	Cond. Vehicles	R	3900	3999

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