

Special conditions of auction of scrap items to be sold in scrap yard Kota,BPL,JBP On

1. The special condition mentioned below are in addition to and amplification of the General condition of sale by auction of the Railway material. Whenever any of the special condition conflicts with the General condition the special condition will supercede the General condition.

2 (a) Entry fee - Purchasers intending to participate in the auction shall be required to submit a refundable entry fee of Rs.10, 000/- per person in the Form of a Bank draft and in each case the person wishing to participate in the auction must furnish a letter of authority from the firm on its proper letter head which has authorized him to attend the auction. A firm shall furnish authorization to only one person to attend the auction. The entry fee will be refunded after auction is over with surrender of tokens issued teaching participants.

(b) Any person or persons found indulging or supporting unseemingly behavior or uncivil or illegal activities at the time of auction thereby creating circumstances not conducive to hoarding the auction peacefully and uninterruptedly shall be expected at the spot decision of the Railway Official conducting the auction and the Rly. Administration in such cases shall have the full liberty to forfeit the entry money deposited by the person or persons concerned.

3 (a) Balance payment of the sale value up to Rs. 1Lakh will be within 10 Calendar days from the date of acceptance of the bid i.e. up to _____ and over 1 Lakh within 20 Calendar days i.e. up to _____. If the last date of payment falls on Gazette Holidays or Sunday the last date of payment will be next working day but not effecting free delivery period.

(b) The Balance payment of sale value will be made through **RTGS**

(c) The delivery of sold material will be affected on the working day only between 9.00 Hrs. to 12 Hrs. in Ist session and in IInd session from 13.00 hrs and will cease at half an hour before the closing of the depot. Extension for loading time will be permitted by Dy.CMM/AMM / as per circumstances of the lot on the request of the purchaser. The Empty trucks will be allowed to enter in the depot up to 12.00 Hrs only or in case of delay the trucks will be allowed only with the permission of the competent authority. The purchaser will seek necessary delivery programmes in advance from DMS/X.

4 (a) Railway Administration reserves the right to check the contents of sold material loaded in the truck during the course of loading or after completion before the trucks leaves the depot premises, the representation for detention of the Vehicle on this account will not be entertained by the Administration. In case if other material than sold, found in the Vehicle, the decision taken by Dy.CMM/AMM will be final either to unloaded the material or to return the Vehicles as empty or other legal proceedings as warranted.

(b) If any item is sold in wagons the purchaser will be authorized to take only the descriptor material as mentioned in the Bid sheet, any other material found in the wagons will have to be left in the wagons/unloaded on ground as the case may be and there will be no claim for such under scripture material by the purchaser.

5. If the purchaser does not remove the material within the specified period i.e. FDP, ground rent @ 1/2% per day will be charged on the value of the undelivered goods subject to minimum Rs. 10/-.

6 (a) If the purchaser desires that the delivery of Stores may be given to some of his representative, Power of Attorney `Non Judicial` Stamp paper of Rs 100/- duly executed by Notary public or any Judge or Magistrate of Court of law is required to be given by the purchaser.

(b) Any amount found recoverable on account of revision or to the Sale Tax, or any other statutory duties levied by Central or State Government at a later stage will be payable by the purchaser from retro specters effect.

(c) When purchasers labours will work for loading/Cutting, Water and Cess Charges will be paid by them at the rates informed from times to time. Present rates are as under;-

<u>Strength</u>	<u>Charges to be recovered</u>
(No. of Labours)	(for one month per lot & part there of)
1 to 5 =	Rs.75
6 to 10 =	Rs.150
11 to 25 =	Rs.350
26 to 50 =	Rs.500

(d) While weighing the loaded truck if the quantity is found excess of the sold quantity, the excess quantity will have to be unloaded in the original lot or as directed by DMS/Scrap Yard.

The delivery of the sold goods will be given strictly in accordance with the description shown in the Bid sheet and the purchaser shall have no right to claim any other material if found in sold lot. In case of any dispute for material the decision of Dy.CMM/AMM shall be final and binding and no representation whatsoever will be entertained.

(e) The purchaser will approach the custodian 7 days before; the delivery is required by him. The custodian will fix the date for delivery to the purchaser and advise SAO & RPF for deputing the official for witnessing delivery. The deliveries shall be fixed on first come first basis. The purchaser shall have to arranging lifting of 30-40 Tons of material in One day.

(f) For depot lots delivery of the material will be carried out from 8.30 A.M. to 4.30 P.M.

(g) Either Bidder or his authorized representative will be allowed to remain at the site of the lot.

(h) Sales Tax registration is compulsory for purchase of Scrap lots valued above Rs.5Lakhs.

Rajasthan VAT, MP VAT & TCS may be deposited up to 14.00Hrs. on working days in Divisional Cashiers office Kota only.

6 (i) If the purchaser fails to deposit balance sale value for a sold lots with in the allowed period and request for an extension, the railway administration, may at its discretions, on the merits of the case, allow further time not beyond 40 days from the date of auction, subject to the levy of interest charges @ 17%(7% above of SBI base Rate Interest) per annum. However, the earnest money shall stand forfeited, if the balance sale value is not deposited by the purchaser with in the said period of 40 days.

6 (J) Income tax will be collectible at source under section 206c on the income @ Rs 1% from scrap purchasers. If the purchaser produces any exemption or low deduction charges certificate, issued by the income tax department, same shall be honored.

7. The used lead acid batteries, grease and waste oil shall be sold / auctioned only to those recyclers, who are registered with the ministry of environment and forest as recyclers /preprocessors having environmentally sound facilities for reprocessing the same. At the time of auction, only those purchasers shall be allowed to give their bids who will be able to produce relevant certificate issued by the ministry of environment, Govt . of India along with authorization letter from the firm authorizing the person to bid on their behalf. In the absence of authorization letter, no one shall be allowed to bid. Mere production of certificate is not enough. it must be accompanied by a authorization letter.

RAILS ON LINE & P.WAY MATERIALS

8. In addition to the above conditions the conditions mentioned below will also apply exclusively for Scrap Rails & P.Way material and other Scrap lying on line in the Custody of PWI & SSE on " As is where is basis."

(a) Any person bidding on the auction for Scrap Rails/P.Way material/Other material shall be deemed to be awarded of the conditions of material being sold and the locations of material being sold and the location where these are lying.

(b) The Scrap Rail will be delivered on line by measurement on standard sectional weight but without any consideration of wear & tear during the normal working days of concerned PWI or SSE Ex-site as per advance program given for delivery, but in case if declared in auction sale them in actual weight & on nearest Dharm Kanta.

(c) For line lots it should be ensured that the deliveries is not effected on Sunday & Gazette Holiday. Dismantling and cutting works will be carried out during normal working hour's i.e.8AM to 5PM. In order to complete delivery within working hours all loading must be stopped half an hour before closing hours.

CONDEMN ROLLING STOCK LYING AT CUTTING UP YARD/POH YARD/AND ON LINE

9 (a) In addition to the above the following special conditions will apply for Condemn Rolling Stock and girder delivery of any part of the goods. The individual wagon wise/ load wise/ rolling stock wise list of the excluded fittings actually/ physically attached to rolling stock to be returned by the purchaser to the Railway Administration will be jointly prepared by the representatives of Stores/ Accounts RPF, Mechanical Department and purchaser at the time of handing over of sold lots to the purchaser. A similar list will also be prepared at the time of taking over of excluded components from purchaser by the Officials Railway Administration will allow removal of cut up materials after the realization of all fittings components from the purchaser as per the reclaim list.

(b) The purchaser must under take cutting of the condemned Rolling Stock at their own Cost/and labour.

(c) The purchaser will be required to submit the list of full names of all his worker to DMS/WCY for issuing proper authority for entry into the Railway premises.

(d) It is the legal duty of the purchaser or authorized representative for loading and removing the material at the time of delivery in Truck Rly. Adm. Reserves the right to Checkup the contents of the material already delivered and loaded in the Vehicle before it leaves the premises and no claim on detention of Vehicles etc. will be entertained by Rly. Admn. on the account.

(e) It is therefore in the interest of the purchaser to ensure that no excluded fittings/material is loaded by his labor in the Vehicle accept the material petunias to purchaser. Any non-ferrous material or any other material if found loaded will make the purchaser liable for suitable action for branch of contract.

(f) Material inside the Rolling Stock which does not form a part of the unit will not be delivered to the purchaser and will be the prosperity of the Railway Admn.

10. In the event of any questions, dispute of difference arising under these conditions or in connection with this contract (except as to any matters, decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration or an Arbitrator appointed by the General Manager of the Administration. It will be no objection that Arbitrator is a government Servant, and that in the course of his duties as Government Servant, he has expressed view on all or any of the matters on dispute or difference. In the event of such an Arbitrator to whom the matter is originally 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 the Arbitrator in accordance with the terms of this agreement. Such person shall be entitle to proceed form the stage at which it was left by his predecessor. The award of Arbitrator shall be final and binding on the parties of this agreement.

It is further a term of this contract that no person other than the person appointed by the General Manager of the Railway Administration as aforesaid shall act as the Arbitrator.

General and Special Condition of the Auction Sale have been readout in Hindi & English web. site and agreed to by the purchaser at the time of auction

SAO (W&S) KTT

DY.CMM/KTT.

Received one copy of special conditions.

PURCHASER.