

**INSTRUCTIONS TO PURCHASERS FOR PARTICIPATION IN e-AUCTION
AND SPECIAL TERMS & CONDITIONS OF SOUTHERN RAILWAY
AND
GENERAL CONDITIONS RELATING TO THE AUCTION SALE OF
RAILWAY MATERIALS THROUGH E-AUCTION**

SNo																		
1.0	Inspection of Material	Prior to date of e-auction																
2.0	Conditions of Lots	Lots are sold on as is where is basis and no guarantee for size, measurement, quantity, quality etc. The sale is strictly on the assumption those bidders have inspected the item and “CAVEAT EMPTOR” basis. No compliant/ claim by the purchasers will be entertained in this regard.																
3.0	Procedure for Registration	<p>In order to participate in e-auction,</p> <p>1) Purchasers have to pay an Entry Fee. For this, purpose they can approach the depot officers and register themselves with their e-mail address by depositing one time refundable fee of Rs.10,000/- only in cash at cash offices over Southern Railway / DD drawn in favour of “The Chief Cashier , Southern Railway, Chennai – 600003” from any nationalized bank payable at Chennai.</p> <p>2)Purchasers of scrap will have to possess valid class-III type of Digital Signature Certificate in their firm’s name (constitution of firm can be Partnership, Private Limited, Proprietorship, Public Limited, Limited Liability partnership, Government & Others). In case DSC is available on individual name, necessary arrangement may be made to possess the DSC with Firm’s Name. Digital Signatures can be obtained from Certifying Agencies authorized under Government of India IT Act 2000, details of which are available in the website http://www.cca.gov.in.</p> <p>3) The Purchasers should have a Net Banking Single User Account with State Bank of India. For details please refer IREPS e-auction Web page.</p> <p>4) Submit an affidavit as per the format available at the depot.</p> <p>Registration for e-auction will be done at the following depots as given below:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Depot</th> <th style="text-align: center;">In-charge</th> <th style="text-align: center;">Phone No</th> </tr> </thead> <tbody> <tr> <td>General Stores Depot,Perambur</td> <td>Dy.CMM</td> <td>044- 26261226</td> </tr> <tr> <td>Combined Scrap Stores Depot, Golden Rock</td> <td>Dy.CMM</td> <td>0431-2491387</td> </tr> <tr> <td>Signal Stores depot, Podanur</td> <td>Dy.CMM</td> <td>0422-2413181</td> </tr> </tbody> </table> <p>Purchasers are also required to provide the following details during process of registration :-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S.No</th> <th style="text-align: center;">Details</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>	Depot	In-charge	Phone No	General Stores Depot,Perambur	Dy.CMM	044- 26261226	Combined Scrap Stores Depot, Golden Rock	Dy.CMM	0431-2491387	Signal Stores depot, Podanur	Dy.CMM	0422-2413181	S.No	Details		
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4.0	Intimation of Auction	The purchasers can use the “ subscribe to mailers ” option available in the website and tick and select the Zonal Railways at which he intends to participate in e-auction, so that whenever an auction is published by the respective Railway an e-mail will be generated by the system and sent to the purchasers e-mail id.																										
5.0	Payment of EMD	<p>To participate in the e-auction, the purchasers should have a Net Banking Single User Account with State Bank of India. For details, please refer IREPS e-auction web site.</p> <p>The EMD amount will always be equal to 10% of bid Value. For every bid given by the purchaser the system will validate with his EMD balance available (calculated after locking the EMD amount for the lots for which he has already placed his bid and if his bid is H1) and will ensure that at no point of time the total bid value exceeds 10 times the EMD balance available.</p> <p>2. In the case of bids accepted subject to approval of Controller of Stores/Chief Materials Manager and such bids are not accepted by the Railway Administration, the earnest money deposited by the concerned bidder will be refunded to him without payment of any interest thereon.</p> <p>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 administration think fit, be immediately put up again for sale and in such an event of a lower price thereof shall be debit due from the purchaser in default to the Railway administration. In the alternative, the</p>																										

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6.0	Acceptance of Bid	Once the bid is accepted by the auction conducting officer, the system will generate an e-mail to the successful bidder.																							
7.0	<p>PAYMENT OF BALANCE SALE VALUE AND DELIVERY OF LOTS.</p> <p>All the payments should be made to the Chief Cashier, Chennai 600 003 or the divisional pay master concerned only / can make it through RTGS with IDBI Bank, details of which will be provided in the sale advice issued by the concerned depot. But, purchaser at his risk can pay by p.o./dd and submit the same and delivery order will be issued only after realization of the same. No extra time will be granted towards any delay, they are insisted upon to pay well in advance before the last date of expiry of free time allowed to facilitate realization before last due date.</p> <table border="1"> <thead> <tr> <th>SL NO</th> <th>Sale value of Lot.</th> <th>Free time allowed for Payment of Balance sale value reckoned from the date of auction/Number of installment permissible for payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>UPTO AND INCLUDING RS 1 LAKH.</td> <td>10 DAYS with one installment</td> </tr> <tr> <td>2</td> <td>EXCEEDING RS 1 LAKH AND UPTO RS 3 LAKHS</td> <td>20 DAYS with one installment</td> </tr> <tr> <td>3</td> <td>EXCEEDING RS. 3 LAKHS AND IS UPTO 10 LAKHS</td> <td>20 DAYS with two installments</td> </tr> <tr> <td>4</td> <td>EXCEEDING RS. 10 LAKHS AND ABOVE</td> <td>20 DAYS with three installments</td> </tr> </tbody> </table> <p>(ii) Free Delivery Period :</p> <table border="1"> <thead> <tr> <th>Sl. NO.</th> <th>Sale value of lots</th> <th>Free delivery</th> <th>Final date for removal</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SL NO	Sale value of Lot.	Free time allowed for Payment of Balance sale value reckoned from the date of auction/Number of installment permissible for payment	1	UPTO AND INCLUDING RS 1 LAKH.	10 DAYS with one installment	2	EXCEEDING RS 1 LAKH AND UPTO RS 3 LAKHS	20 DAYS with one installment	3	EXCEEDING RS. 3 LAKHS AND IS UPTO 10 LAKHS	20 DAYS with two installments	4	EXCEEDING RS. 10 LAKHS AND ABOVE	20 DAYS with three installments	Sl. NO.	Sale value of lots	Free delivery	Final date for removal				
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	I	(a)Cond Ferrous, Non-Ferrous,& Misc. scrap		90 Days from the date of auction with ground rent calculated for days after FDP
		(b)Cond. Rails.& Other P. way scrap.		
		Up to Rs.1.Lakh	25 Days	
		More than Rs.1 Lakh & up to Rs.20 Lakhs	50 Days	
		More than Rs.20 Lakhs	65 Days	
	II	a)Cond. Rolling Stock & Released Bridge girders		105 Days from the date of auction with ground rent calculated after for days after FDP
		Up to Rs.1 Lakh	25 Days	
		More than Rs.1Lakh & up to Rs. 20 Lakhs.	50 Days	
		More than Rs.20 Lakhs.	65Days	
	III	Bridge girders on bridge (Un-released)	Will be announced at the time of auction for individual catalogue.	
Up to Rs.20 Lakhs				
More than twenty Lakhs				
	[iii] FDP [Free delivery Period] will be reckoned from the date of auction including free time for payment of balance sale value.			
	[iv] Any request for extension beyond free delivery period should be considered only with applicable Ground rent of 0.5% of sale value of undelivered scrap per day with the approval Competent Authority.			
	[v] Beyond Final date of removal of sold lots, EMD and BSV shall be forfeited.			
8.0	INTEREST RATE	The rate of interest charged on delayed payment would be 7% higher than the base rate of SBI.		
9.0	Extension of Time for Balance Payment	Extension of time for payment of BSV with balance payment interest may be granted by railways within the permissible period of 30 days in exceptional circumstances on written request of the purchaser.		
10.0	Maximum Period of Delivery	From the date of auction full delivery has to be completed before 90 days for other than Rolling stock and 105 days for rolling stock failing which the EMD and BSV amount paid will be forfeited		
11.0	Sales Tax & Duties	As per TNGSD/KGST and other applicable rules. Purchasers wishing to purchase lots value Over Rs.5 lakhs have to furnish sales tax Registration at the time of participation in the auction sale.		

12.0	Disposal of hazardous waste	<p>Purchaser should possess a valid registration certificate issued by Ministry of Environment And forest (MOEF) / Central Pollution Control Board (CPCB) & (SPCB) State Pollution Control Board. Those who possess the said Certificate only bid these items. Before offering the bid they are required to produce</p> <p>The original certificate or attested copy of the same to the auction conducting authorities. Purchaser registered with other than TNPSCB. Are required to produce no objection certificate (NOC) obtained from the respective State Pollution Control Boards. Before offering the bid they are required to produce a letter of authority from the firm on its proper letter head which has authorized him to attend the auction. Certificate from the firm regarding the total waste purchased and processed for the current financial year (till the time of auction) to assess the validity is required. Registration Certificate cum-pass book for re-refining/recycling of hazardous waste should be brought at the time of auction /delivery to make necessary verification & entry. The above condition (a) may vary as per the latest directives of TNPSCB/CPCB at the time of auction.</p>
13.0	Refund	<p>In case of unsuccessful bidders who have submitted their EMD in the form of DD/ Bankers Cheque the same will be returned by the auction conducting officer to the unsuccessful bidders on the same day of e-auction.</p>
14.0	Conditions applicable to sale	<p>The sale is governed by all the conditions mentioned in the Southern Railway Auction catalogue/uploaded documents of Railway Board and General Conditions of sale. In case any difference between the Railway Board conditions and Southern Railway conditions, the conditions of Southern Railway will prevail.</p>

GENERAL CONDITIONS RELATING TO THE AUCTION SALE OF RAILWAY MATERIALS THROUGH E-AUCTION

I. GENERAL:

These General Conditions are being issued for sale of scrap by Auction by Southern Railway. Any amendment issued by Railway Administration from time to time will have effect from the date specified.

The sale will be governed by the General Conditions of Sale by Auction and the Special Conditions of Sale by Auction as incorporated in the auction catalogue and notified earlier and also any other terms and conditions announced during auction by the auction-conducting officer. These will be referred to as the terms and conditions for 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.

1.Registration

In order to participate in e-auction, purchasers of scrap will have to possess valid class-III type of Digital Signature Certificate in their firm's name (constitution of firm can be Partnership, Private Limited, Proprietorship, Public Limited, Limited Liability partnership, Government & Others). In case DSC is available on individual name, necessary arrangement may be made to possess the DSC with Firm's Name. Digital Signatures can be obtained from Certifying Agencies authorized under Government of India IT Act 2000, details of which are available in the website <http://www.cca.gov.in>.

Registration for e-auction will be done at the following depots as given below:-

Depot	In-charge	Phone No
General Stores Depot, Perambur	Dy.CMM	044- 26261226
Combined Scrap Stores Depot, Golden Rock	Dy.CMM	0431-2491387
Signal Stores depot, Podanur	Dy.CMM	0422-2413181

Purchasers can approach the depot officers of the above depots and register themselves with their e-mail address by depositing one time refundable fee of Rs.10,000/- only in cash at cash officers over Southern Railway / DD drawn in favour of "The Chief Cashier , southern railway, Chennai – 600003" from any nationalized bank .Purchasers are also required to provide the following details during process of registration :-

Sl. No.	Details	Sl. No.	Details
1	Valid e-mail id / alternative e-mail id	8	Bank - Branch Code
2	Name of the Firm	9	Type of Account
3	Company Registration No	10	Bank Account Number
4	Full address	11	Sales Tax No
5	User Full Name	12	Pan / Tan No.
6	Contact Phone No / Fax No / Mobile No	13	CPCB Certificate Number
7	Bankers Name and Branch Address		

On successful registration, an e-mail will be generated by the system to the given e-mail-id with username and login password and bid password using which you bidders can login and submit their bids electronically.

2. 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 conditions of the material being sold and shall be deemed to have agreed to such terms and conditions which is furnished in the catalogue of each auction.

3. Goods in each lot are sold on "as is where is" basis and no warranty is given as regards size, quality, weight, description and the like. The sale is strictly on the assumption those bidders have inspected the item and 'CAVEAT EMPOTOR' basis and no complaint/claim by the purchasers will be entertained in this regard.

4. The description of any lot in the particulars of sale has been given by way of identification there of only and the use of such description shall not constitute the sale thereof to be sold by description 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 or approximate weight of any lot not sold by weight being in correctly stated and the purchaser shall not be entitled to claim any damage or compensation what so ever on account of such fault, error of description, weight or the like.

5. The lot will be put up for auction at the discretion of the officer supervising the auction sale. The indenting bidders are, in their own interest, advised to stay from start to finish of the auction.

6. The officer supervising the auction shall have the right to withdraw up to the actual time of sale of any lot that has been sold through advertised tender, without assigning any reason.

7.The Railway administration shall have the right to cancel the sale at any stage or withhold delivery of the materials either in part or full if required by the Railway administration without any commitments on either side.

8.Any Bribe, commission, gift or advantage given, promised or offered by any purchaser or on behalf of the purchaser or his partner, agent or servant or any one on his behalf to any officer, servant or representative of the Railway Administration or any person in relation to the obtaining or to the execution of his or any other contract with the Government shall in addition to any criminal liability which he may incur, subject the purchaser to the cancellation of his and other sales or contracts and also to pay costs of any loss or damages resulting from such cancellation. If any irregularity or malpractice is brought to light regarding the sale where the purchaser is also held responsible as adjudged by the Controller of Stores/Chief Material Manager, the aforesaid penalty will equally apply.

9.No interest shall be paid to the purchaser on the amount paid or deposited by him and subsequently found refundable to him under any circumstances.

10.Sales tax shall be collected along with the balance sale value as applicable in various states. Purchasers wishing to purchase lots valued over Rs. 5 lakhs have to furnish sales tax registration number at the time of collection the delivery order.

11.INCOME TAX:- 1% income tax to be computed on the gross proceeds of sales value and the surcharge at rate mentioned below also to be paid at the time of remittance of balance sale value. In case of any change in IT act, the same is applicable.

Surcharge:

- a) In case of individual, Hindu undivided family, Association of Person and Body/individuals whether incorporated or not, 10% of tax where the income on the aggregate of such income paid or likely to be paid and the subject to the deduction exceeds Rs.8, 50,000/- (Rupees Eight Lakhs Fifty Thousand only).
- b) In case of every co-operative firm, local authority and Company, at the rate of two and one half percent.
- c) In case of every artificial judicial person referred in sub clause (Vii) of clause (31) of section 2 Income tax Act at the rate of 10% or IT and surcharges as applicable.
- d) The purchasers should furnish Permanent Account Number. (PAN No.) issued by the Income Tax Department.
- e) Those who are seeking exemption from payment of income

tax or payment of less income tax should produce the relevant valid document issued by the Income tax Department.

12. For purchasing E-Waste, drained transformer oil waste oil, batteries and other non-ferrous items, purchaser should possess a valid registration certificate issued by Central Pollution Control Board (CPCB) where ever applicable. Before accepting the bid, they are required to produce the original certificate or attested copy of the same to the auction conducting authorities.

II BIDDING OF LOTS:-

1. The Railway Administration in the person of officer, supervising the auction reserves the right to withdraw any lot/lots before or during the auction sale or refuse to accept the bid made by any bidder without assigning any reason therefor.
2. If the highest bid of any particular lot is accepted subject to approval of the Controller of Stores/Chief Material Manager, the highest bidder shall keep his bid open for acceptance by the Railway Administration for a period of seven days excluding the date of auction. The Railway Administration, however reserves the right to reject such bids without assigning any reason therefor.
3. Minimum Bid will be as decided by the Auction Conducting Officer in the e-auction website.

III EARNEST MONEY DEPOSIT. (EMD)

Payment of EMD :- To participate in the e-auction, the purchasers should have a Net Banking Single user Account with State Bank of India. For details, please refer IREPS e-auction web site.

The EMD amount will always be equal to 10% of bid value .

For every bid given by the purchaser the system will validate with his EMD balance available (calculated after locking the EMD amount for the lots for which he has already placed his bid and if his bid is H1) and will ensure that at no point of time the total bid value exceeds 10 times the EMD balance available.

2. In the case of bids accepted subject to approval of controller of Stores/Chief Materials Manager and such bids are not accepted by the Railway Administration, the earnest money deposited by the concerned bidder will be refunded to him without payment of any interest thereon.

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 administration think fit, be immediately put up again for sale and in such an event of a lower price thereof shall be debit due from the purchaser in default to the Railway administration. In the alternative, the Railway administration will be entitled to sue 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 resale price of the lot along be received from him.

4. Once the bid is accepted by the auction conducting Officer, the system will generate an e-mail to the successful bidder.

IV. Sale Advice:

1.The Depot officer will issue individual Sale Advice for each lot duly indicating the balance sale value due to the Railway. The purchasers in their own interest shall arrange to contact the depot Officer in time and obtain the sale advice and arrange for the remittance of the balance sale value as indicated therein. The purchaser shall under no circumstances quote delayed receipt of sale advice from Depot, as the reason for not remitting the balance money within the time specified therein.

2.When a purchaser has purchased more than one lot, individual sale advice will be issued for each lot.

3.All the above payment should be made to the Chief Cashier, Chennai-600 003. or the Divisional Pay Masters concerned as the case may be before 14.00 hours on any working day and cash receipt be obtained. The purchaser in the event of getting extension of the period for the deposit of the balance bid money shall have to pay interest on such amount. The rates of interest would be 7% higher than the base rate of State Bank of India. The Railway Administration will fix the Rate of interest from time to time. At the expiry of the admissible time the sale will be cancelled without making any further reference to the purchaser duly forfeiting the EMD.

4.Free time for payment of balance sale value and delivery

Sno	Sale Value of Lot	Free time allowed for Payment of Balance sale value reckoned from the date of auction/ Number of installment permissible for payment
1	Upto and including Rs.1 Lakh	10 days with one installment
2	Exceeding Rs.1 Lakh and upto Rs.3 Lakh	20 days with one installment
3	Exceeding Rs.3 Lakhs and is upto Rs.10 Lakhs	20 days with two installments

Sl.No.	Sale value of Lots	Free Delivery Period (FDP)	Final date for removal of sold lot
I(a) Scrap Ferrous, Non-Ferrous and Misc.scrap			90 days reckoned from the date of e-Auction
(b) Scrap Rails & other P.Way			
(i)	Upto Rs. 1 lakh	25 Days	
(ii)	>Rs. 1 lakh and upto Rs. 20 lakh	50 Days	

II Cond. Rolling Stock & released Bridge Girders		
(i) Upto Rs. 1 lakh	25 Days	105 days reckoned from the date of e-Auction
(ii) >Rs.1 lakh and upto 20 lakh	50 Days	
(iii) > Rs. 20 lakhs	65 Days	
III Bridge Girders on bridge (Un released)		
(i) Upto Rs. 20 lakhs	Will be announced at the time of e-Auction in individual catalogue.	
(ii) > Rs. 20 lakhs		
IV. FDP (Free Delivery Period) will be reckoned from the date of e-auction which includes free time for payment of balance sale value.		
V Any request for extension beyond free delivery period will be considered only with applicable Ground rent @ 0.5% of sale value of undelivered scrap per day with the approval of Competent Authority.		
VI. After expiry of final date of removal, the sold lots and BSV shall ordinarily be forfeited except in exceptional circumstances viz., FMC / Railways inability etc.		

The maximum time allowed for removal of rolling stock is 105 days and for others, it is 90 days from the date of e-auction.

5. If any purchaser fails to pay the said balance of bid money in the manner and within the period originally stipulated in clause IV.4 or as extended by the Officer nominated by Railway Administration, the earnest money paid by him shall stand forfeited to the Railway Administration. The lot / lots in respect of which forfeiture has been made shall be deemed to have been abandoned by the purchaser and may be re-auctioned through e-auction or manual auction at the discretion of the Railway administration at any subsequent sale without reference to the purchaser and without any liability whatsoever in relation thereto.
6. The Purchasers should apply if required for extension for payment of the balance sale value with interest within the permissible time from the lapse of the free time as per Serial number 4 above. Other wise, the sale is liable to be cancelled duly forfeiting the Earnest Money deposit.
7. Only one extension is allowed including installment payments spread over within the time limit.
8. The scrap Purchasers can remit the balance sale value on the next working day in case the last date of payment within the free time happens to be a Public Holiday. This will not be applicable if the payment is to be made on the last day with interest.

V Delivery Order

1. Delivery order will be issued only for the quantities paid for. The purchasers in their own interest shall arrange to contact the Depot Officer duly producing the Cash Receipt in proof of payment of balance sale value and arrange to obtain Delivery Order along with tax collection certificate. For the free time for delivery, please see clause 4 of IV.

VI Removal of Lots

1. In cases where the purchaser desires that the delivery of stores should be given to some of his representatives, he should execute a power of Attorney in the Performa appended below on a non-judicial stamp paper duly authenticated by a Notary Public/any law court/Judge/ Magistrate, before the commencement of the delivery.

Special Power of attorney:

1.(Name and address of bidder) being the highest bidder in auction sale of lot Noheld on at and having paid the full amount of Rs..... towards, the cost of material against the said lot hereby authorize, nominate and appoint Shri/M.s.....(name and address) to receive all the things, goods and articles either jointly or severally from the Controller of Stores/Chief Material Manager, Southern Railway purchased by me in the auction sale of said lot number held onat and pass receipt thereof on my behalf. And I hereby agree that all acts, deeds and things done by the said attorney/Attorneys shall be construed as deeds and things done by me and I undertake to ratify and confirm all whatsoever that my said Attorney /Attorneys shall or cause to be done for me by virtues of the power hereby given.

IN WITNESS THEREOF, I have signed this deed on
This day of _____

(1) WITNESS

(ii) WITNESS

Signature.

2. The purchaser should remove the materials in each lot purchased within the period specified in Clause 4 of IV. Irrespective of the number of lots that may be knocked down by the purchaser.
3. It must be distinctly understood that delivery will be ex-site.
4. The purchaser shall ascertain from the Depot Officer or the custodian, a suitable date within the above delivery period, from which they can take delivery of the materials purchased by them and complete such removal within the time specified in the delivery order. It should however, be noted that once a date for delivery has been fixed on mutual agreement, removal

should be continued until the entire quantity is completely removed by the purchaser within the delivery period mentioned in the delivery order. This is, however, without prejudice to the right of the depot officer to cancel/postpone delivery already fixed to a subsequent date.

5. No picking, sorting, cutting breaking up of materials sold will be permitted except in certain special circumstances where sanction for such permission has been accorded and specified in writing at the time of the auction by the auctioning supervisory official. Such permission will only be accorded on the distinct understanding that the delivery order of such lot or lots must be obtained for the full quantity before picking/ sorting/cutting breaking up commence.
6. No delivery of said material sold will be given on Sundays and other holidays observed by the Railway administration. The delivery of the sold materials may be effected from the depot/location concerned only during the normal working hours. In order to complete the delivery within the working hours, all loading must close half-an-hour before the normal closing of the depot.
7. Necessary entry permit for the purchaser or his representatives to enter the various depots for taking delivery of sold material should be obtained from the depot officer concerned on written application.
8. Where the purchaser or his representatives have to visit the Depot frequently for taking delivery of materials and remain in the depot premises for long duration, say more than a month, should make available photo identity card with the Depot Officers for granting necessary permits.
9. Items of condemned Rolling Stock such as Wagons, Carriages, Locos, Boilers, girders etc., will be sold on "as is where is" basis subject to the following conditions.
10. The purchaser will be permitted to employ his own labour for cutting up the sold materials and loading then in road/Rail transport.
11. The workers employed by the purchaser will be permitted to enter and work in Railway premises during normal working hours after obtaining necessary entry permit from the depot Officer/ Controlling Officer. The normal working hours shall mean the usual daily working hours in the place where the sold materials are available.
12. After the charge of the lot is made over the purchaser, the goods will remain in the Railway premises solely at the risk of the purchaser and the Railway administration will not in any way be responsible for safe custody.

13. The presence of workmen employed by the purchaser within the railway premises shall depend upon the satisfactory conducts and is subject to such conditions as the depot officer/ controlling officer considers it necessary.
14. If during the course of cutting and breaking any damage is done to any Railway property, the purchaser shall be liable to compensate the railway Administration to the extent of damages done. The amount of compensation to be paid will be assessed by the Railway administration, which shall be final, and legally binding on the purchaser and the Railway administration reserves the right to recover the amount in cash prior to delivery of the goods.
15. List of reclaimable fittings such as wheel sets, draw bars with springs, shackles brake blocks etc., as mentioned in the respective delivery order will have to be carefully dismantled by the purchaser without damage and returned to the Railway administration under acknowledgement.
16. It is the responsibility of the purchaser to remove the debris if any, from the Railway premises after completion of the cutting of the condemned Rolling Stock at siding or yards shop premises and other station premises etc., where such condemned rolling stocks are stabled. The purchasers should ensure that the debris is removed before the final delivery of the cut up part is effected.

VII. Handling and loading

1. Delivery of all lots sold will be made on ex-site basis. If the entire process of loading and weightment of the material being attended by the Railway at the cost of purchaser loading and handling charges will-be-recovered in advance from the purchaser by the depot officer concerned.
2. All weightments will be taken on the Government approved weighing machine or weighbridges in case Railway administration is not having its own.
3. The purchaser or his agent, custodian, stock verifiers/Ward- keepers and RPF staff should witness weightments. In case where the purchasers or his accredited representatives fail to witness the weightments the actual weightment recorded by the above officials will be deemed to be the correct quantity and weight handed over to the purchasers.

VIII Delivery of Permanent Way material

1. Unbroken sleepers will be delivered on Number basis. Rails measuring more than one metre will be delivered on sectional weight basis. Rails measuring less than one metre will be delivered on actual weight basis. . Bridge girder will be delivered on lot basis, Linked strung pots/ sleepers, broken sleepers and other item such as tongue rails, check rails, crossings, P.Way fitting etc., will be delivered on actual weightment basis. The decision of the auction supervisor is final in this regard.

IX Ground rent and forfeiture of lot

- 1 The purchaser shall remove the goods within the free time allowed under clause 4

of IV. If the materials are not removed they shall remain at the purchaser's risk and the Railway administration shall be entitled to recover from the purchaser ground rent in respect of such lot from the date following the date of expiry of free time at the rate of ½ percent per day of the value of the un removed quantity subject to a minimum of Rs. 10/- per day per lot. Such ground rent as may have to be paid by the purchaser to the Government shall be recovered from him by the Depot Officer before the goods are allowed to be removed. If all or any portion or the goods of materials remained un-removed from the Railway premises for more than the time schedule shown in the afore said para the same shall become Railway Property automatically and the Railway administration will be entitled to cancel the sale of lot for the quantity un-removed and forfeit its sale value.

2. 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 thereof and in such an event if the sold materials are removed by the purchaser within the 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 the goods or forfeit the sale value paid by the purchaser.

3. If the purchaser is making slow progress with his contract or if the Railway administration consider that he will fail to fulfill his contract within the time specified in the conditions of sale, it will be lawful for the Railway administration to cancel the whole contract or such portion thereof as may not have been completed and the Railway administration shall be at liberty to cancel the sale and forfeit the sale value paid by the purchaser.

X. ARBITRATION

1. In the event of any question, dispute or difference arising under these conditions or in connection with this contract, the same shall be referred to the sole arbitration of an arbitrator appointed by the General Manager of the Administration. It will be no objection that the arbitrator is government servant and that in the course of his duties a government servant can express views on all or any of the matters in 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 aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with terms of this agreement. Such person shall be entitled to proceed from the stage of which it was left by his predecessor. The award of the arbitrator shall be final and binding on the parties of this agreement.

2. Further it is a term of this contract that no person other than the persons appointed by the General Manager of the administration as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all. The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making award. The venue of the arbitration shall be as decided by the arbitrator as aforesaid. The Indian arbitration and conciliation Act 1996 or the latest and the rules there under and any statutory modification there of shall apply to the arbitration proceedings in this clause.
3. The Government will not recognize any resale made by the first purchaser and accept responsibility for any claim arising therefore.

XI Workmen's Compensation Act:

1. The Purchaser shall be bound to observe and act as per the provisions of workmen compensation act and shall be liable to pay all such sum or sums, that may become payable as compensation. Penalty otherwise under the provision of the workmen's compensation act for personal injury caused to workmen by accident arising out of and in the course of his employment by the purchaser in connection with the sale and shall indemnify the Government from and against all payment by way of compensation. Penalty or otherwise which the Government may be called upon to make under provision of the said act or on behalf of any such workman as aforesaid and any cost incurred by the Government in connection with any claim preferred by or on behalf of such workman against the government and from and against all action, loss injury or damages whatsoever in respect thereof or in respect of any loss, injury or damages etc. To any third person arising out of or occasioned by the negligent, imperfect or improper performance in connection with the sale by the purchasers, his workmen servants or agents any amount which may become payable by the Government as aforesaid shall be deemed to be the amount payable to the Government by the purchaser and so on failure by the purchaser to repay the government and money paid by the purchaser by it as aforesaid within seven days after the same shall have been demanded, the Government shall be entitled to recover the same from any amount then due or to become due by government to the purchaser under or by virtue of the sale or otherwise or by instituting legal proceedings against the purchaser.
2. The purchaser shall indemnify and save harmless the Railways against all actions, suits proceedings, losses, costs, damages, charges claim and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Purchaser, his agents or employees in the delivery or in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Railway without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

The Purchaser shall have to accept liability for compensation in accordance with the provision of any statute for the time being in force for any injuries to any third party and damage to property of any third party arising out of and in execution of work under this contract and the purchaser shall indemnify the Railway administration from and against all payments by way of compensation or other, which the Railway administration may be called upon to make under the provision of said statute to anyone as aforesaid. Railway administration shall be entitled to recover any money due to purchaser, money paid by him by way of compensation, damages as aforesaid