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SOUTH EAST CENTRAL RAILWAY
BILASPUR – 495 004

Stores Department

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Office of the Controller of Stores,
SEC Railway, G.M. Annexe Bldg.
Bilaspur (CG) 495004

S/Sale/e-Auction//14/


Date: 27.05.2014.

To,

Dy. CMM/S,
GSD, Raipur.
Fax : 0771-2252999,2252335.

Sub : System improvement in e-auction for SECR.

Kindly find enclosed herewith the "General Condition and Special Condition of Auction sale" for implementation and up loading in ireps websit.


(A.K. Meshram)
Dy. Chief Material Manager (C&W)
For Controller of Stores.

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P. K. Patil
Sr. Clerk
GSD/R
27/5

SECR GENERAL AND SPECIAL CONDITIONS OF SALES BY e-AUCTION

All the Sales by e-auctions in SECR will be governed by the SECR General and Special conditions of Sales as brought out below. These conditions are in addition to the Uniform Sales Conditions given in the IREPS website provisions of which also form the part of the Terms and conditions of Sale by SECR. However, in the cases of contradictions between the two, SECR General and Special conditions of Sales will override the conditions/terms given in the Uniform Sales Conditions.

The SECR General and Special conditions of Sales shall be applicable for all ensuing auctions.

General and Special conditions of Sale, Index and Excluded fitting's list of Rolling Stock constitutes the conditions of sales by e-auction.

GENERAL CONDITIONS OF SALES BY e-AUCTION

1. The bidder/purchaser should inspect the material at site before bidding. If there is discrepancy between the location/description etc. of material to be auctioned as is appearing in the catalogue and physical location/actual description, the purchaser is required to point out such discrepancy before conclusion of the sale. The purchaser should refrain from bidding in such a case. No complaints regarding materials/lots will be entertained, once the bid of a purchaser is accepted.
2. The Controller of Stores acting for and on behalf of the President of India and the Depot officer conducting 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 published in the website for sale without assigning any reason; and also shall have the right to refuse to accept any bid without assigning any reason.
3. 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.
4. Firms wishing to purchase lots valued over Rs 5 lacs should note that they have to produce valid Sales Tax Registration certificate at the time of depositing BSV.
5. ED, Taxes & Duties: The ED, Taxes & Duties, as applicable in the respective states shall be applicable, as per extant rules. The rates indicated in the e-auction catalogue are only indicative; however, the actual rates as applicable at the time of delivery will be applicable. Payment of taxes and duties will be the liability of the purchaser. The taxes and duties as applicable, will be payable by the purchaser to the Railway at the time of making payment of Balance sale Value as "Tax deducted at source". Railways will in turn deposit the taxes to the concerned Tax Authorities. In case, any additional taxes or duties are found to be payable at later dates against the materials lifted by a purchaser, then in such a case, Railways reserves the right to claim the above additional taxes or duties from the purchaser.
6. Earnest money deposit: EMD amount will be 10% of accepted bid value. EMD shall be received prior to bidding in the e-auction.
7. The amount so deposited after acceptance of the bid in e-auction shall remain with the Rly Administration as Earnest Money till full payment of the balance bid money has been made; where-after it will be retained and adjusted as part of the total bid money.
8. 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, the Depot Officer has issued the delivery order in favour of the successful bidder and also the other formalities in regard to delivery of the goods have been complied.

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- of bid. However Railway administration in deserving cases may extend the delivery period by 15 days over and above the prescribed period of 50 days.
- b) If the goods are not so removed within FDP, they shall remain at the purchaser's risk until so removed and the Controller Of Stores shall be entitled to recover from the purchaser the ground rent @ Rs 10/- per lot or part of a lot per day or part of a day, or 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 Railway administration 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 (FDP), then COS may at his discretion, order resale of the goods and forfeit all the money paid by the purchaser in respect thereof without making any reference to the purchaser. The lot/materials shall deem to have been abandoned by the purchaser to all intents and purposes.
 - c) If the last date of FDP falls on Sunday or any other holiday, the delivery will be affected on next working day without extension or collection of ground rent.
 - d) 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, 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.
17. (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 lot is merely indicative and for identification thereof only and no sale shall be invalid for the 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 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.
 18. Delivery of lots bought by any 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 16 thereof.
 19. If two or more things or materials are put-up for sale in one lot; are sold under one bidding then in case of default on the part of the purchaser in taking delivery of the entire lot within the period specified in clause No 16 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.
 20. No picking, sorting, cutting or breaking of goods or materials sold will be permitted except in certain special circumstances where such permission has been accorded and specified in writing at the time of the auction by the COS or his representative. Such permission will only be accorded on the distinct understanding that the delivery order (SRO) for such lot or lots must be obtained for full quantity before picking; sorting, cutting or breaking up commences.
 21. a) Where the responsibility of loading of materials is undertaken by the Rly Administration, the loading charges as fixed by the Rly Administration will be payable in cash prior to delivery of the said goods or materials. The purchaser will not be

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part of materials offered for sale unless anything to the contrary is specifically and explicitly mentioned in the description.

B) The provisions of 'As is where is basis' will not go beyond or enlarge the 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 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. Every purchaser/Bidder will ensure that his name and address are correctly spelt and recorded in the Bid Sheet/E receipt of lien fund transfer receipt, as no subsequent alteration will be accepted.
4. 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 or Scheduled Commercial Bank payable at Raipur.

The Head of Allocations will be as follows:

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) Con Dept. P-7168 credit goes to controlling officer. (d) Cond. Locomotive Q-2110-7. (e) Cond. Boiler Q-2120-7. (f) Cond. Coaches Q-2130 & (g) Cond. Wagons Q-2140-7. (h) STB Z-650 (i) for interest Z-650. (j) For Sales Tax is Deposit Misc./Stores (BSP). (k) TCS-00002101 (l) SC on TCS-00002104 (m) Ed. Cess on TCS- 00002106. (n) E-Auction Registration Deposit(X) -00844519.

5. In case of failing to deposit the Balance Sale Value (BSV) within the stipulated time for respective lots, the purchaser can deposit the sale value with payment of interest charges for the delays involving maximum upto 40 (forty) days from the date of acceptance of bid in exceptional circumstances on written request of the purchaser. The above extension of time for payment of BSV however shall not effect the free delivery period. Therefore, the purchaser shall have to take the delivery in such cases within the specified Free Delivery Period or shall have to pay the specified ground rent for taking any delivery beyond the FDP. The rate of interest charged on delayed payment will be 7% above the "Base rate of State Bank of India" as prevailing on the last date of payment of BSV originally indicated in the Bid Sheet. The EMD shall be forfeited, if the Balance Sale value (BSV) is not deposited by purchaser within the said maximum period of 40 days.
6. Before the sold condemned Wagons/Locos/Coaches/Bogies/Trolleys are delivered to the purchaser for cutting, the excluded fittings should be listed in an "Inventory Sheet/Inventory Register" which should be signed by the Depot Staff / Stock holder, the purchaser and the accounts Stock Verifier. The delivery of cut-ups (Scrap) of such condemned Wagons/Locos/Coaches/Bogies/Trolleys can be made only after these excluded fittings are handed over back to the Stock Holder with due acknowledgement.
7. All categories of rails will be sold and delivered in the units of lengths (i.e. Per meter) or on the basis of weight (in MT), as per the auction catalogue.
8. 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 (at the end of this document) and to get the same executed before and authenticated by a notary public or any law court of judge or magistrate. Such Power of Attorney is to be produced to the stock holder of the lot for

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Prospective bidders of such lots of Hazardous wastes/Scrap Batteries/E-waste should be in possession of registration, valid on the date of E-Auction and on the date of delivery, as recycler/re-processor issued by the Ministry of Environment and Forest or by Central Pollution Control Board. The successful bidder, whose bid is accepted by Railway administration, shall be required to produce original valid document of such a registration at the time of taking delivery of material. In case of failure, Railway administration may cancel the sale and reserves the right to forfeit the earnest money.

Certificate is required from the firm regarding the total waste purchased and processed for the current financial year (till the time of auction) to assess the validity. Registration certificate cum-pass book for recycling of hazardous waste should be brought at the time of delivery to make necessary verification & entry.

The above condition may vary as per the latest directives of Ministry of Environment & Forest and CPCB at the time of E-Auction delivery.

17. PRIVATE LABOUR IS TO BE ALLOWED AT THE DISCRETION OF DEPOT OFFICER.
18. Depot lots can be inspected on working days between the hours of 9 AM to 12 Noon and 1.30 PM to 4 PM on week days and 8 AM to 12 Noon on half days, with the permission of the Depot Officer.
19. Tax Collected at Sources (TCS) at actuals, presently @ 1% on total bid amount plus VAT 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 thereafter.

The TCS, Income Tax, Surcharge, Cess etc. if any at prevailing rate, are to be paid at time of remittance of Balance Sale Value (BSV). Purchasers desirous of exemption of Tax on purchase of scrap used as input for manufacturing process should produce form 27C obtained from income tax department at time of delivery as per extant policy. Claim of lower tax rate will be admissible as per extant rules.

20. Brief description of the materials in MMS Lots alongwith the Class details is as given below:
MMS INCLUDES ANY ATTACHMENTS OF CAST IRON UPTO 5KGS.

- A) The delivery of MMS lot will commence from the point as mentioned in the catalogue and end where the lot quantity completes.
- B) MMS lot consists of 12 classes as mentioned in the lot and the details of the classes are as under:-
 - 1) PL/8 – Scrap Plate/Sheet Cutting (In mixed lengths, widths and shapes, which cannot normally be used again except for re-melting including motor pans, shovels etc.
 - 2) MF/10 - Scrap Jink/Kutchra (any ferrous scrap disintegrated through rust and corrosion tin & galvanised sheet strips & cuttings, commode chutes, refuse receptacles etc.) heavily corroded & disintegrated sleepers & sleeper pieces etc.
 - 3) CS/1 – Scrap steel castings, Heavy (Drag boxes, centre castings, stricker castings, Pivots, Yoke, CBC Coupler etc. with or without attached rubber pads.
 - 4) CS/2 – Scrap steel castings, Medium (Axle boxes buffer cases, rubbing blocks, Knuckles, front followers etc.)
 - 5) HF/1 – Scrap steel fabrication (Heavy and Misc. large/bulky assemblies) (Without Trolleys)

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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/Divisional 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/Divisional 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 Railways to the extent of the damage done. The amount to be paid as compensation will be assessed by an officer of the concerned Department, which shall be final and legally binding on the purchaser. Depot/Divisional Officer concerned will reserve to himself the right to realise it in cash prior to delivery of any part of the goods.
6. 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 this matter. On no account the purchaser or his labourers shall be permitted to reside in the railway premises after closing hours of the delivery.

22. The Standard list of Excluded Fittings are as follows:

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. |

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| B | BEML BUILT COACHES WITH BEML BOGIES | 9. Cabin window assembly (Only Aluminium). |
| | | 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. |

INDEX

| S.No. | Description of items. | Division | Cat. Sl.No | |
|-------|--------------------------------|----------|------------|------|
| | | | From | To |
| 1 | Ferrous | DEPOT | 001 | 499 |
| 2 | Non Ferrous | DEPOT | 500 | 699 |
| 3 | Containers | DEPOT | 700 | 799 |
| 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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PROFORMA OF POWER OF ATTORNEY FOR SIGNING OF BID SHEET

I _____ proprietor of M/s _____ have
purchased lot no. _____, _____, _____, through e-auction on _____.
I authorize Sri _____ s/o _____
address _____ for signing on bid sheet on
behalf of me.

I hereby agree that all acts, deeds and things done by my said attorney shall be constructed to as acts, deeds and things done by me and I under take 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 where of, I have signed this deed on this day _____ at _____.

The validity of this power of attorney shall be effective from the date of execution and shall last up to complete of all transaction under the said lot until revoked.

PROFORMA FOR POWER OF ATTORNEY FOR TAKING DELIVERY

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 notarized.

22/5/2014
for