

Sr.No.	Conditions				
1.0	Introduction				
1.1	PCMM (Principal Chief Materials Manager), Northern Railway on behalf of President of India (hereinafter referred as "The Railway Administration") will sell scrap material on " As is where is (AIWI) basis " through public e-Auction on website: www.ireps.gov.in . The entity participating in e-auction is referred as "The Bidder" and the successful bidder has been referred as "The Purchaser"				
1.2	Registration with IREPS website and Entry fee: The purchaser has to get registered on the site www.ireps.gov.in for centralized registration for e-Auction. The purchaser is required to submit one time registration fee Rs. 10,000/- as entry fee in central account online through payment gateway only. The bidder should also have a valid registration under the GST law and a PAN card. Bidders must have Valid Digital Signature Certificate and User ID to participate in e-Auction. The centralized registration shall permit the bidder to participate in all e-Auction, over entire Indian Railway, through the website www.ireps.gov.in . The bidder can submit proof of deposition of registration money in any depot/division where e-Auction is conducted for activation of his account. The registration fee can be refunded to the bidders on request if they desire not to participate in future e-auction. However, such bidders, on request, can participate in e-Auction by re-registering afresh by depositing the requisite registration fee again.				
2.0	Conditions of Auction and Sale				
2.1	The sale contract shall be governed by Indian Contract act, other statutory laws of Government of India and the terms & conditions of auction (available on website) which consists of the following : i) Unified Sale Conditions for e-auction : USC ii) Auction-catalogue iii) Special conditions (if any, will be applicable)				
2.2	If any condition of Special Conditions is found in conflict with those appearing in this document then the condition of Special Conditions shall prevail.				
2.3	The lots are classified into the following categories for the purpose of time-period of payment and Delivery. <table border="1"> <tr> <td>Depot</td><td>Depot-Ferrous, Depot Non-Ferrous, Depot Miscellaneous etc.</td></tr> <tr> <td>Line</td><td>Permanent Way, Rails, Rolling Stock, Abandoned Structures, other lots lying outside depot etc.</td></tr> </table>	Depot	Depot-Ferrous, Depot Non-Ferrous, Depot Miscellaneous etc.	Line	Permanent Way, Rails, Rolling Stock, Abandoned Structures, other lots lying outside depot etc.
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3.0	List of abbreviation used in this document is given in annexure-A:2.1				
4.0	Bidding				
4.1	Registration with IREPS site is mandatory for bidder to participate in e-auction.				
4.2	Bidder should go through the auction catalogue and all the terms and conditions as well as documents available on the IREPS website prior to participation in Bid. User manual is also available on the homepage of IREPS website under its link: Learning centre . Any request for return/refund of EMD (Earnest Money Deposit) on the plea of wrong bidding will not be entertained by Railway Administration.				
4.3	Bidders are advised to inspect the scrap lot before submission of bid. They are allowed to inspect the lot, on an authority from the concerned officer of Railway Administration, at the site of lot mentioned in the catalogue during working hours on working days.				
4.4	Any person bidding in the auction shall be deemed to be aware of the terms and conditions of the auction/sale as well as the location and condition of the material being sold and shall be deemed to have agreed to such terms and conditions. It will be the responsibility of the bidder to have satisfied himself in all respects of the lot (i.e. Quality, Quantity, Lot condition, Location, Approach road and Local conditions etc.) before bidding for the lot. Railway Administration will not be responsible for the incorrect weight, description, genuineness/authenticity or any fault/defect in any lot and shall not give any guarantee for quantity or quality of material in the scrap-lot. Should there be any mistake in describing a lot, either in the e-Auction catalogue or at the time of sale, especially in stating the quantity or quality, wrong quoting of bids, such mistake will not be held to vitiate or affect the sale in anyway, it being				

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	understood that the intending purchasers have satisfied themselves in all respects before bidding for the lot. No complaint or claim by the bidder/purchaser will be entertained in this regard.
4.5	Goods in each lot are sold on " As is where basis is " and no guarantee is given as regards to size, quantity, weight, description etc. The contents of wagon or container do not form part of materials offered for sale unless anything to the contrary is specifically and explicitly mentioned in the description. The description of any lot in auction- catalogue is given for its identification only and therefore it shall not constitute the sale of lot by description unless and otherwise mentioned in the auction-catalogue. The material content of the scrap lot will only be sold. No sale shall be invalid by reason of any defect/fault on account of it being incorrectly described. The sale is strictly on the assumption that bidders have inspected the lot and ' CAVET EMPTOR ' basis and no complaint/claim by purchaser will be entertained in this regard.
4.6	The delivery of total quantity of which a lot is formed will have to be taken on payment as per actual measurement, count or weight.
4.7	The address given by the purchaser at the time of auction shall be deemed to be the purchaser's correspondence address. All the correspondence/communications shall be sent by Railway Administration at this address and considered as sufficient proof of dispatch and thus being correctly delivered to the purchaser. Therefore It will be in the Purchaser's own interest to furnish correct and complete address at time of bidding.
4.8	Railway Administration will recognize only that purchaser in whose name the bid is recorded and accepted. The delivery order will be issued only in the name of successful bidder whose bid is accepted. Any request for subsequent change in the name of purchaser will not be entertained.
4.9	All the correspondences (applications/letters) made by purchaser for post-contract (delivery order/date, extension of date for BSV/DP etc.) should be signed by the original bidder in whose favour the lot has been accepted and such letters should be sent to ACO (Auction-conducting Officer) only in writing through post/fax/email(scanned jpg) on the official letter-head of Purchaser. The communication sent to any other official or through message of SMS/Whatsapp etc. will not be taken cognizance of.
4.10	Auction conducting officer (ACO) can reject any bid or refuse to sign the bid sheet of any lot of any bidder/ purchaser without assigning any reason in this regard.
4.11	For GST purpose, HSN code for scrap material shall be of 6 digit code as applicable in compliance to RB letter no. 2017/AC-II/1/11/GST/References dated 15.03.2021. (Visit for 6 digit HSN code: www.cip.cbic.gov.in).
4.12	The ACO will be at liberty to withdraw any lot before or during the auction sale or refuse to accept the bid made by any bidder without assigning any reason thereof. Even after the lot is sold and the bid sheet, as a matter of routine, is signed during the e-auction, ACO also reserves the right to cancel the sale of the said lot on administrative ground or any other reason whatsoever without assigning any reason thereof at any time before the actual delivery takes place.
4.13	Railway Administration is not bound to put the lots serially in any order and reserves the right to put any lot at any time during the period of auction according to its discretion. All rejected/unsold lots can be tried in subsequent auctions.
4.14	In case the auction is not completed on the same day it may continue on the next day also at the discretion of ACO.
4.15	The purchaser shall not sublet or assign this contract or any part thereof.
5.0	Eligibility criteria for some special categories of scrap
5.1	The scrap-lots of auction catalogue tagged with " Yes " in the column of CPCB certificate required (such as :Hazardous waste, Drained Transformer Waste oil, Batteries, e-waste) will be restricted to the bidders registered as recycler/re-processor with MOEF (Ministry of Environment and Forests, Govt. of India) under the latest version of relevant rules as amended and notified from time to time by MOEF: Hazardous Wastes (Management, Handling and Trans-boundary Movement) Rules 2016. Batteries (Management & Handling) Rules 2001 and E-waste (Management) Rules 2016.

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	Purchaser will be required to submit such valid registration certificate to ACO at time of delivery. Other conditions will be as per USC.
5.2	In case of transport of hazardous wastes to a facility for treatment, storage & disposal existing in a state other than the State where hazardous wastes are generated, the occupier shall obtain NOC (No objection Certificate) from the State pollution Control Board or Committee of the concerned State/Union territory administration where the facility is existing.
5.3	The bidder should have valid registration for Refiner/Recycler/Re- processor approved by CPCB/SPCB for the item before bidding in e-auction of the scrap item wherever this condition is applicable. In case purchaser fails to produce the requisite valid registration certificate at time of delivery, the deposited amount (EMD and balance sale value) will be forfeited with cancellation of sale and the purchaser shall have no claim on that lot and the same shall be treated as Railway property.
5.4	Purchaser are required to qualify for statutory criteria/directives as issued by Central/State Government from time to time for processing/holding for such categories of scrap which they are purchasing from Railway. Not adhering to such statutory conditions, even if found at later stage, they will be denied for deliveries and their deposits will be forfeited on that account.
5.5	Purchaser will have to comply with all prevailing statutory laws and rules related to contract labour [such as : The Contract Labour (Regulation and Abolition) Act, Payment of wages Act, Workmen Compensation Act and Minimum Wages Act etc.] while executing the contract.
6.0	Taxes & Duties
6.1	GST as applicable (along with any other surcharge or Cess as applicable) will be charged extra on reverse charge basis.
6.2	Income Tax (IT)-(TDS): Income Tax, Surcharge, Cess etc. if any, any at prevailing rate, are to be paid at the time of remittance of BSV (balance sale value). 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 the time of delivery as per extant policy. Claim of lower tax rate will be admissible as per extant rules.
6.3	Taxes will be applicable as per rules of Government of India as prevailing on the date of delivery. If rate/amount of GST and other taxes leviable under various laws of Central/State Government as applicable at the time of delivery are higher than that mentioned in the Bid-sheet/Delivery order, then the difference amount will be recovered from the purchaser before delivery of sold lot.
7.0	EMD (Earnest Money Deposit)
7.1	After acceptance of e-bid, the amount of EMD @10% of sold lot value will be automatically transferred to Railways from Purchaser's Bank account linked/integrated with IREPS.
7.2	EMD shall be adjusted against payment of sold lot. However if the balance sale value is not deposited by the purchaser within stipulated period then EMD shall be forfeited by Railway Administration and the purchaser will have no claim on the sold lot.
7.3	In case of accepted bid requiring approval of PCMM/CMM and are not accepted by competent authority, the EMD deposited by the concerned bidder will be refunded to him without payment of any interest thereon.
8.0	BSV (Balance Sale Value)
8.1	The time-period and installments allowed for payment of BSV is mentioned in USC available on IREPS website. Calculation of terminal date of BSV will include date of bid- acceptance. Payment of BSV has to be made by Purchaser in online-mode only. Manual payment (Demand draft/Cash) will not be accepted. BSV payment can be made in installments if permitted as per conditions of sale.
8.2	If the purchaser fails to deposit BSV within stipulated period, Railway Administration reserves the right to forfeit EMD and cancel the sale. However, in exceptional circumstances, the request of the


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	Purchaser for extension of time-period for payment of BSV may be considered by Railway administration on the merit of case. Such extension, if granted, will be subject to levy of interest charges for the belated period (not beyond 35 days for Depot-lot and 40 days for Line-lot) from the date of Auction or as amended from time to time in USC. The rate of interest will be applicable as per conditions mentioned in USC. However, it should be noted by Purchaser that such extension for payment of BSV will not have any bearing on the original FDP (free delivery period) mentioned in bid-sheet which will remain unchanged.
8.3	In the event of the purchaser fails to pay BSV within original/extended period, Railway Administration, without prejudice to its other rights and remedies, shall be entitled at any time after such default to forfeit EMD. The lot(s) in respect of which forfeiture has been made, shall be deemed to have been abandoned by the Purchaser to all intents and purpose and may be re-auctioned at the discretion of the Railway Administration at any subsequent sale without reference to the Purchaser concerned and without incurring any liability whatsoever in respect of there under. Thereafter the purchaser will have no claim/lien on the sold lot and the property in the lot shall revert to the Railway Administration.
8.4	The purchaser can remit the BSV 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 last day with interest.
9.0	Delivery Order (DO)
9.1	DO shall be issued by the ACO only after receipt of full sale value along with other applicable charges of the sold lot from Purchaser. Separate delivery order will be issued for each lot. The property in the goods or materials of the sold lot shall not be deemed to have been passed to the successful bidder until and unless DO has been issued. The stock holder/custodian of sold lot will not enter into any correspondence with the purchaser before issue of DO.
9.2	The goods sold can be removed from the premises only on production of a valid and signed DO to such officer of Railway Administration as may be in-charge of the material.
9.3	Purchaser is advised in his own interest to present the delivery order to the concerned Stock holder/custodian, as early as possible.
9.4	Once the Delivery Order has been handed over by the purchaser to the concerned stockholder/custodian and the charge of the sold lot has been made over by custodian to the purchaser, Railway Administration shall not, in any way whatsoever, be responsible for the safeguard of the said sold property.
10.0	Delivery Period
10.1	Free delivery period (FDP) for taking delivery of sold lot is mentioned in USC available on IREPS website. Calculation of terminal date of FDP will include date of auction/bid-acceptance. Purchase should complete the removal of sold lot within this period. After this period, Railway Administration reserves the right to cancel the sale at risk and cost of Purchaser by forfeiting EMD and any other amount paid by the Purchaser for the sold lot. However in exceptional circumstances the request of the Purchaser for extension of time-period for delivery of balance quantity of sold lot may be considered by Railway administration on the merit of the case. Such extension if granted will normally be with imposition of ground rent (GR) for the belated period except for the situations when delay in taking delivery was beyond the control of Purchaser and the delay is purely due to fault of Railway Administration. However the purchaser cannot claim the extension of delivery period as matter of right.
10.2	The delivery date(s) given by Railway shall be binding on purchaser. The given date(s) may or may not be the same as requested by the purchaser.
10.3	The amount of GR will be 0.5 % (half percent) per day or part thereof on the basic sale value (excluding taxes and loading charges etc.) of the un-removed quantity subject to minimum of Rs. 10 per day per lot. GR shall be payable by Purchaser before taking delivery of lot.

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10.4	GR on the scrap-Lot which have been sold on Weight/Number basis will be charged according to un-removed quantity. GR on the scrap-lot which has been sold on "By Lot basis (i.e. Rolling stock, machine etc.)" will be charged on the total sale value of lot irrespective of leftover quantity.	
10.5	In the event of two or more sub-lots being sold as clubbed lot, if the delivery of whole lot is not being taken up to the date allowed, ground rent must be paid on each sub-lot undelivered.	
10.6	The last/terminal date for removal of the material shall be indicated in the bid sheet/delivery order, If the sold goods are not removed by the purchaser within the free delivery period, they shall remain at the purchaser's risk until so removed. Thereafter, Railway Administration shall be entitled to recover ground rent from the purchaser, in respect of such scrap-lot from the date of expiry of delivery period till the date of final removal. Such ground rent and or any other charges as may have been incurred by the Railway Administration shall also be recovered from the purchaser before the goods are allowed to be removed.	
10.7	In case, the purchaser does not remove the whole or part of the quantity within the free time or extended time allowed, Railway administration reserves the right to cancel the sale of the lot for the balance quantity lying un-removed and to resale the same at the risk and cost of the purchaser. Railway administration has no liability to give advance notice/intimation to the purchaser about the resale. If the price paid by the purchaser is not sufficient to cover the said expenses and the loss, Railway Administration shall be entitled to deduct the same from any money that may be due to the purchaser without prejudice to any other rights/remedy available to the Railway Administration against the purchaser. However, the original purchaser (i.e. defaulter) shall not be entitled to any profit which may occur due to higher price received (as compared to original sale) in the re-sale of lot.	
11.0	Conditions of delivery	
11.1	Timings of delivery: Delivery of the sold lot shall be given during the normal working hours as per following timings of the custodian. Delivery will not be given on Sundays/Gazetted holidays or any other holiday observed by office of the stockholder/custodian of the sold lot. In order to complete the delivery within the time, all loading must cease at least half an hour before the closing time of delivery.	
	Day	For the lots of CRS (Condemned Rolling Stock) category
	Monday to Friday	09:30 to 17.00 Hrs.
	Saturday	09:30 to 13.00 Hrs.
		For all other lots
		09:30 to 16.30 Hrs.
		09:30 to 12.30 Hrs.
11.2	Purchaser shall be responsible for making all the arrangement to lift the sold lot and obtain supply of electricity and water etc. needed by him for removal of sold lot.	
11.3	The purchaser shall have to arrange lifting of at least minimum 50 MT of material in one day or the complete lot if lesser quantity in normal circumstances. However, number of days required for delivery is to be decided by Railway considering various relevant factors like location of the lot, availability of loading point, condition of the lot etc.	
11.4	Delivery of sold lot will be jointly witnessed by the custodian of Stores, Accounts representative and representative of Security (RPF) departments of Railway Administration. Purchaser is expected to witness the weighment and loading of delivery. In the event of his failure to do so, Railway administration shall in no case be responsible for any shortage and shall not under any circumstances make the deficiency. The loaded vehicle and its contents/material are also liable for check at the exit gate of Depot/Railway premises.	
11.5	If after submitting full BSV, purchaser fails to take the delivery of the sold lot/part of the lot within 30 days after the expiry of Free Delivery Period (FDP)/Extended FDP and also does not request to concerned ACO for extension of DP with ground rent, a notice shall be served to the purchaser giving 15 days' time to lift the undelivered material of the lot depositing ground rent. If the purchaser fails to lift the material within the notice period, both payments made and the undelivered material of the Lot shall be forfeited without any reference to the purchaser and the purchaser will have no claim/lien on the lot and the property in the lot shall revert to the Railway for re-sale.	

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11.6	The delivery of the sold lot shall be given strictly in accordance with the description mentioned in the delivery order and the purchaser will have no right to claim any other material found in the lot. The decision of Railway Administration in this regard shall be final and binding on the purchaser.
11.7	The responsibility of Railway Administration ends after the consignment of sold lot has been handed over to the authorized representative of the purchaser. Railway Administration will not be a party to any disputes that may arise after the loading has been completed.
11.8	For observation of safety precautions during delivery of line lots, the crossing of main running line is not permitted. The purchaser ensures safety before bidding regarding the aspect of delivery. No complaints shall entertained by the Railway administration once the purchaser successfully buy the lots regarding any problem related to approach road or need to cross the Line/Tracks for taking delivery.
12.0	Power of Attorney (POA)
(a)	Where the successful bidder desires that the delivery of sold lot may be given to his representative, this may be permitted at the discretion of Railway administration, subject to production of Lot-specific POA and original photo-Identity proof [such as : Aadhaar Card, Driving License, Passport, Voter ID card, PAN card]. POA should be furnished on a Non-judicial stamp paper of appropriate value (in the format given in the Annexure: A) duly executed before and authenticated by a Public Notary or First Class Magistrate.
(b)	Value of stamp papers for such power of attorney shall be as per the Stamp Act 1899.
(c)	So as to safeguard against delivery of material to an unauthorized person POA should bear the authenticated specimen signature of the agent/representative in whose favor POA has been prepared.
(d)	POA shall be presented by Purchaser to Auction conducting officer (ACO) for verification, who may at his discretion accept or decline to act on any such authority and it shall be for the Purchaser to satisfy ACO about genuineness and acceptability of authority/POA.
(e)	On one Power of Attorney, delivery of only one Delivery Order shall be permitted
(f)	The delivery by proxy will be at the Purchaser's sole responsibility & risk and no claim shall lie against the Railway administration on any ground whatsoever if delivery is effected to a wrong person.
(g)	Railway Administration shall be indemnified by the purchaser of all the costs incurred or liable to be incurred due to delivery under the power of Attorney and no claim shall be against the Railway on any act whatsoever if delivery is effected to a wrong person.
13.0	Delivery Schedule/Programme (DSP)
13.1	The purchaser shall apply in advance in writing (to ADRM of concerned division: at least 7 days before the expected delivery date for Line-lot and to Custodian/ Stockholder at least 3 days before the expected delivery date for Depot-lot) for getting fixation of DSP. If application is submitted at the fag end of FDP(free delivery period), the custodian may not fix the DSP even though FDP is available and in such cases the purchaser will be solely responsible for ground rent, if imposed for extension of DP
13.2	Railway Administration does not guarantee to deliver the sold goods/materials within any specified time. If there is any delay on the account of the Railway Administration and the purchaser is unable to remove the goods/materials of sold lot within the delivery period of contract, then the Railway Administration may extend the delivery period without ground rent on administrative grounds.
13.3	"In event of a single bidder purchases more than one lot at a time, He/She shall be bound to take delivery and vacate Railway's premises within the prescribed delivery period."
13.4	If approved by Railway administration, the delivery of the lots may be permitted in installments. In such cases, the quantity of installment shall not be more than the proportionate payment of lot. EMD will be adjusted only in the last due of the BSV.

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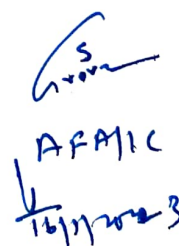
13.5	Unless specified otherwise in delivery order, picking, sorting, cutting or breaking of sold scrap will not be allowed in the Railway premises. Delivery must be taken as the material comes to hand.
13.6	Wherever it is specified In the condition of auction that certain parts and fittings are to be handed over the Railway Administration and the same should be done before removal of other material. The purchaser shall be held responsible for the loss of damage to such part/fittings till they are handed over to the Depot Officer. Reclaimable items offered for sale should be defaced before giving delivery.
14.0	Loading and Dispatch
14.1	Unless otherwise specified, the purchaser shall make his own arrangement of labour and equipment/machinery to effect complete removal of material from Railway premises at their own expenses within the specified delivery period. However, for the lots of Depot, unless otherwise specified in the description of the lot, scrap will be loaded by Railway Administration, for which loading charges will be recovered .Such charges will have to be paid by Purchaser to the Railway Administration and the delivery shall be granted only after money receipt for the deposited amount is issued.
14.2	If the Railway Administration is required to arrange loading, it shall not have any liability for damage or breakage.
14.3	The purchaser shall have to make good any loss or damage caused to the Railway.
14.4	Purchaser or his workers will not be allowed to remain within the Railway premises beyond the scheduled working hours. However, purchaser may be allowed at the discretion of Railway Administration, to keep his watchmen to guard his material and workers engaged to cut the stock in Railway premises for which prior permission in writing should be obtained from the concerned officer of Railway Administration duly furnishing him full particulars (i.e. Name, Father's name, Mobile No. and Postal address etc) of such person(s) supported with Government issued ID proof. In case the material is allowed to be removed by the purchaser by means of carts/lorries only one driver for each cart/lorry will be permitted for entry in the Railway premises besides the purchaser or his authorized attorney.
14.5	If the purchaser desires to book the material to out-stations or send them through Rail, the consignment of goods/materials will be carried at Public tariff rate only alongwith the siding charges, if applicable. Purchaser will be responsible for arranging Railway wagon from traffic department and for loading and booking /dispatch of the material. Railway Administration does not guarantee the supply of the wagons nor it will undertake any responsibility for loading and dispatch of the materials by Rail on behalf of the purchaser.
14.6	The lots of more than one purchaser will not be dispatched in the same wagon/vehicle.
14.7	In case of materials dispatched by Rail, the responsibility of Railway Administration ceases immediately after the material has been weighed and loaded. The material will be carried entirely at the risk of the purchaser and no claim against the Railway Administration will be entertained for any shortage in weight, which may be discovered after the material has left the Railway premises.
14.8	Purchaser shall provide his own bags, boxes, cases or other receptacles which are required for removal of the purchased material and also make their own arrangements, if he desires to book the covered wagons for transport of the purchased material.
14.9	Railway Administration reserves the right to check the contents of vehicle during the course of loading of material of sold lot or after completion of the loading. Any detention of the vehicle on this account will be to Purchaser's account and Railway Administration will not be liable for any compensation in this regard.
14.10	Railway administration shall not be responsible for death, injury or accident to the purchaser or any of his representative/worker arising out of sale and delivery. Purchaser shall have to ensure safety & security of his workers/labourers and will provide all necessary PPE (Personal Protective equipments like Safety shoes, Hand gloves, Helmet etc.) at his own cost.

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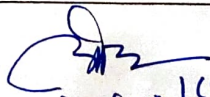
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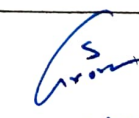
14.11	In case of any dispute regarding details of sold lots, the decision of the Auction Conducting Officer shall be final.
14.12	Unless specified otherwise, Railway Administration has got full power to reclaim non-ferrous metals that may be mixed up in the lot either at the time of sale or at the time of delivery.
14.13	The Purchaser must not dump any material whatsoever on or alongside the Railway Tack/line as their clearance is must for train-running and safe operations of Indian Railways. Purchaser shall not leave any debris/scrap on the site of sold lot.
14.14	No digging or removal of earth shall be done by Purchaser to take out the item buried in the ground. Explosives shall not be used for cutting/dismantling the sold lot without the written permission from Railway Administration in this regard.
14.15	The delivery of glassware and articles of delicate/fragile nature (such as clock, mirror, Crockery etc.) must be taken by the Purchaser himself and no loading will be done by the Railway Administration. If the Purchaser delegates the work of loading to the seller (Railway), then the Railway Administration shall have no liability for damage or breakage, shall be accepted .
15.0	Cutting and breaking of the lot
(a)	The workers employed by the purchaser shall be permitted to enter and work in the Railway premises only within the time specified by the custodian/Stock holder.
(b)	The purchaser shall not be permitted to retain any of his workers inside Railway premises on any holiday observed by the office of the custodian.
(c)	The workers of Purchaser are liable to be searched at the gate, both at the time of entry and exit.
(d)	Details of tools, plants and any other equipment desired to be taken inside the Railway premises for cutting/breaking of sold lot will be declared at the gate before entering into the Railway premises.
(e)	The presence of Purchaser's workers within the Railway premises will be subject to their satisfactory conduct and such conditions as the Railway Administration may consider necessary to impose.
(f)	In the course of cutting, dismantling or any other process of delivery of any lot (including that of CRS category: Condemned Rolling Stock) by the purchaser, if any damage is done to the Railway tracks or any other property of Railway Administration, the purchaser shall be liable to compensate the Railway to the extent of loss or damage caused to the Railway Administration. The amount to be paid to the Railway Administration as compensation will be assessed by an officer of the concerned Railway department, which shall be final and binding on the purchaser and the value thereof must be paid before taking delivery of the sold lot.
16.0	Weighment:
16.1	The weighment of sold lots shall be done on weighing facilities/equipment available with the custodian or on government approved weigh-bridge and it shall be witnessed jointly by the representatives of RPF, Store/Custodian and Account departments of the Railway Administration. All the measurement and counting will be done by the custodian in the presence of this team of Railway administration. The purchaser (or his authorized representative) is also permitted and expected to attend/witness the weighment & loading. However in failure of purchaser to do so, he has to abide by the weighment recorded by the joint witnessing team of Railway Administration
16.2	Any shortage which may occur between the actual weight (taken at time of delivery) and estimated weight of sold lot (given in delivery order), shall not be made good from any other lot.


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16.3	If the quantity in a lot on actual count/weightment work out less than the advertised quantity, Railway Administration will not be liable to make good the deficiency. No interest will be paid by Railway Administration to the purchaser for the amount paid or deposited by him and subsequently found refundable to the purchaser under any of the conditions mentioned in the auction/sale. Purchaser should apply to the Depot Officer within thirty days from the date of last installment of supply of a particular lot for claiming refund of the cost of the quantity delivered short. In case, no application is received within 30 days of last installment of delivery, the money thus due is liable to be forfeited. Purchaser must give complete and correct postal address in his application of refund. In case, there is any change or addition in the original address given by the purchaser in his application of refund against that given at the time of auction then the purchaser must submit its legal proof and an affidavit duly signed by him along with his application of refund to the Auction-conducting officer to indemnify the Railway Administration against any loss. However no refund will be given for the part quantity of scrap lots sold on "By Lot" basis.
16.4	No lot shall be removed by the purchaser without production of the delivery order from the ACO (Auction conducting Officer) showing that the full payment for the material sold to the purchaser has been made. When the sale of lot is by weight and estimate weight thereof is declared at the time of auction, the purchaser shall deposit initially the amount calculated on this estimate weight but the purchaser shall be required to deposit the full amount of the lot as per actual weight (subject to the excess quantity being not more than 10% of the estimated weight) before removal of the lot or any part thereof. Such excess amount shall be deposited within in three days from the date of issue of the letter by ACO in this regard. The delivery will be made only after receipt of full amount by Railway administration.
16.5	The purchaser will have no claim on the quantity in excess of the 10% of the advertised quantity contained in the lot and it is only at the discretion of the Railway Administration that such quantity may be delivered to him on payment at the price of the original bid. Railway Administration who may refuse delivery of the excess material or any quantity thereof without assigning any reason.
16.6	If the Railway Administration decides to deliver the quantity of the lot in excess than the advertised quantity (mentioned in Auction-catalogue/delivery order), the purchaser will remove the entire quantity on payment at the price of the bid. When 90% of the sold lot is delivered, further deliveries will be made only after the additional amount for excess quantity is deposited by the purchaser as per clause 16.4. In case of failure on the part of the purchaser to do so, the un-removed material for which the cost is deposited will be treated as an abandoned lot and the amount thereof shall be forfeited by the Railway Administration. After the amount for excess quantity is deposited by the purchaser, the delivery period for the removal of the extended material may be re-fixed, if considered necessary by Railway Administration.
16.7	Delivery of scrap from the scrap depot, in each vehicle, shall be up to the gross weight (including the weight of vehicle) limited by the weighing capacity of the weighbridge installed in the depot.
16.8	For each lot or part of a lot lying undelivered, Railway Administration will forfeit EMD (Earnest Money Deposit) and any other payment made by Purchaser against such lot. The purchaser shall also be held liable for all other charges and losses which may be suffered/ incurred by railway administration due to resale at lower rate or any other reason.
16.9	The purchasers of CRV (condemned road vehicles) shall be required to furnish an undertaking so as to indemnify the Railway Administration against any claim which may be raised by any third party for any incident/accident involving the vehicle after its delivery to the purchaser.
17.0	Conditions for delivery of CRS (Condemned Rolling Stock)
17.1	Normally there is a list of excluded/Reclaimable items (ERI) for scrap-lots of CRS category (given in description of lot) which are to be handed over by Purchaser to Railway Administration after dismantling them from sold lot of CRS. Unless mentioned otherwise in auction catalogue the list of ERI will be as per annexure-A-2.3 of this document (SCA-NR). Purchaser shall complete this exercise with his own labour and transport for handing over such items in good condition (sound, undamaged and intact) to the representative of Railway Administration at its nominated site. The purchaser shall have to return the all the ERI before removal of the materials.


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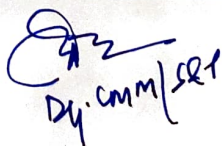

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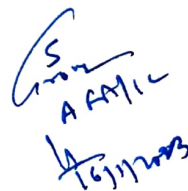
17.2	List of ERI should be carefully checked by the purchaser in the presence of the representatives of: Technical, Accounts and Stores Department of the Railway Administration. If any deficiency or shortage is detected, it should be brought to the notice of all of them in writing otherwise the purchaser will be solely responsible and liable to deliver all ERI to the Railway Administration as per list given in the delivery order.
17.3	In case of any damage, loss or deficiency in respect of the excluded items at the time of cutting, the purchaser shall deposit the value thereof as per rules of Railway Administration before any delivery of sold lot are effected to him. Purchaser shall also handover the such damaged parts/components of excluded items to the Railway Administration and the property of these parts/components will vest in the Railway Administration
17.4	In case of the lots of CRS containing more than one Coach/Wagon/Loco, the delivery of individual Rolling Stock will be given in the order in which they appear serially in the lot description.
17.5	Railway Administration shall not be responsible either for dismantling of the Rolling Stock purchased or for loading of the dismantled components.
17.6	The purchaser shall give to the representative of the custodian of sold lot, a prior notice in writing, at least 3 days ahead of his proposed handing over of the ERI to enable proper arrangements being made by custodian for taking over of ERI. Otherwise the purchasers will be solely responsible for delay in taking over of ERI by the Railway Administration.
18.0	Specific conditions for Permanent Way (P. Way) scrap
18.1	Unless mentioned otherwise in auction-catalogue, the items will be sold/delivered on following basis
	Type of scrap items
	Unbroken sleepers
	Rails measuring 1 meter or more
	Rails measuring less than 1 meter
	Bridge girder
	Linked strung pots/sleepers, Broken sleepers and other item such as : Tongue Rails, Check Rails, Points& crossings, Track fittings, etc
18.2	After the start of the delivery of lot of P-way scrap of the division, the purchaser shall engage sufficient number of trucks, material handling equipments and manpower in accordance with the size of the lot for taking the delivery so that the entire delivery of the lot is completed within the delivery schedule/programme given by Railway Administration.
18.3	No interest will be paid by Railway Administration to the purchaser for the amounts paid or deposited by him and subsequently found refundable to the purchaser under any of the conditions mentioned in auction/sale.
18.4	Railway administration reserves the right to cancel the sale of any lot at any time before the actual delivery of the sold material without any financial repercussion on administrative ground.
18.5	No resale by the purchaser shall be permitted in the Railway premises


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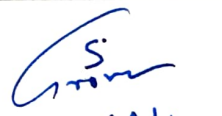
19.0	<u>Arbitration clause</u> The procedure for settlement of dispute arising in the sale contract formed between Railway Administration (i.e. seller) and the successful bidder (i. e Purchaser) after e-auction through Arbitration and/or Conciliation will be governed as per latest IRS condition of contract- September 2022 Version 1.0 : 2900 : letter No. 2022/RS(G)/779/13(E 3402809) Dated 21.09.2022 : issued by DRC/IC Railway Board : attached with this document : SCA-NR . Therefore Arbitrator(s) shall be appointed by the General Manager, Northern Railway- New Delhi in contracts entered into by PCMM/NR-New Delhi or by his authorized officers as per provisions mentioned in the above referred letter.
20.0	<u>Indemnity</u> Purchaser shall indemnify Railway Administration from/against all actions, suits, proceedings, loss/damage, costs/claims/demands of every nature brought or recovered by reason of any act or omission of the purchaser (or his employees/agents) related to the sale of purchased lot. Indemnity should be furnished on a Non-judicial stamp paper of appropriate value (in the format given in the Annexure: B) duly executed before and authenticated by a Public Notary or First Class Magistrate.
21.0	<u>Jurisdiction of courts</u>
21.1	The courts of the place from where the contract/bid-sheet has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract
21.2	Subject as otherwise provided in this contract all notices to be given on behalf of the <i>President of India</i> and all other action to be taken on his behalf, will be given or taken by the Deputy Chief Material Manager/Senior Material Manager/Assistant Material Manager, Northern Railway.
21.3	If the purchaser makes defaults in complying with any of the condition aforesaid, then the lot in respect of which such default is made, may be put up again for sale and in such an event, if a lower price is offered and accepted for the said lot, then the difference in price thereof together with all expenses occasioned by such re-sale shall be debited to the defaulting purchaser. However, the Purchaser shall not be entitled to claim any profit which may arise from such re-sale.
22.0	<u>Specific conditions for Sale of Turning and Boring</u>
22.1	Auction sale of Turning & Boring and Waste Paper will be as per fixed price rate contract basis during the currency of contract.
22.2	Bidding by the bidders and acceptance of the bid shall be as per prevailing system of e-auction.
22.3	Offered quantity in the lot is on the basis of existing ground balance of Turning and Boring as well as expected arising in next 3 months. Delivery shall be affected in parts or full as per accumulation of material.
22.4	Material shall be delivered as per description of the lot detailed in catalogue under the lot description.
22.5	EMD @ 10% of total sale value of the lot will be deducted at the time of acceptance of bid through e-auction portal. EMD amount will be adjusted with the last instalment of delivery to be made against Rate Contract. In case full EMD or any part thereof remains un-adjusted after the expiry of the validity period of rate contract, same will be refunded as per T&C of the contract.
22.6	As and when the materials are accumulated, a Sale Memo will be issued to the purchaser by the concerned ACO showing quantity. Minimum quantity in Sale Memo will be 10 MTs except for the last instalment of the auctioned quantity. Sale Memo must be issued within the validity of the RC.
22.7	RC will be valid for 90 days from the date of auction or till the issue of Sale Memo(s) for the full auctioned quantity, whichever is earlier. However, this will be for the purpose of issuing sale memo only as the last sale memo must be issued within the validity of the RC. Other activities like payment of BSV, issue of Delivery Order/Sale Release Order & delivery of material, can continue within the permissible time frame for these activities even after expiry of the validity of RC.
22.8	Free delivery period for lifting the quantity mention in Sale Memo will be 21 days from the date of issue of Sale Memo. Maximum permissible time for lifting the material against Sale Memo will be 50 days from the date of its issue with applicable ground rent (beyond 21 days), failing which, the contract will be


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	cancelled by the railway administration with forfeiture of EMD submitted by the purchaser. However, money paid by the purchaser for undelivered quantity against sale memo, if any, will be refundable to the purchaser.
22.9	Rate of ground rent, if imposed, shall be @ ½% (half per cent) of the value of the material not lifted per day beyond the permissible free time of 21 days after issue of sale memo. Such ground rent or any other charges that may have been incurred shall be recovered from the purchaser before goods are allowed to be removed.
22.10	Delivery programme is to be made in advance (at least 3 working days) so that all concerned officials including vigilance department may be intimated well in advance.
22.11	Loading will be done by purchasers' own arrangement.
22.12	Quantity of the auctioned lot is approximate based on anticipation. In unforeseen circumstances, if the quantity in a lot in actual workout less than the quantity sold, the purchaser will be entitled to get refund from the railway for the cost of undelivered quantity.
22.13	Railway Administration may enter into fresh contract during the currency of an existing Rate Contract notwithstanding that final delivery against the existing RC may not have been completed. However, sale memo against fresh RC shall be issued only after delivery of final instalment against previous RC or after cancellation of that RC for whatsoever reasons.
22.14	Other terms and conditions are as per e-auction conditions.
23.0	Any change/addition/deletion directed by Railway Administration or by the Railway Board shall prevail and supersede the above condition.
24.0	This contract/tender document and relationship between the parties shall be governed, construed and interpreted in accordance with applicable laws of India. The applicable laws shall mean all laws, bye laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notice, directions, judgements, decrees or other requirements or official directives and/ or of any statutory authority in the Republic of India.
25.0	The Bidders/ their authorised dealers must ensure compliance to the statutory provisions applicable to the labour law relating to the contract labours hired by them. Ref.: Railway Board letter no. 2018/E/AT/CNR/3 Dated 24/01/2018
26.0	"The above contract conditions/tender document has referred to various documents, Railway Codes, Manuals, Railway Board's Letters etc. like IRS Conditions of Contract, Schedule of rates at various places. The same shall be read, considered and applicable with their latest editions and amendments till date."


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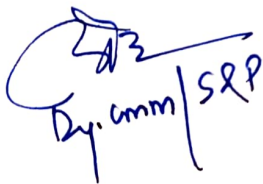
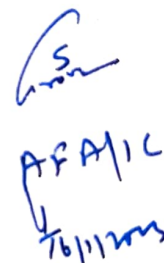

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Annexure :A:2.1 to USC-NR-R1**List of abbreviations**

Abbreviation	Full form
ACO	Auction conducting officer
BSV	Balance Sale Value
CRS	Condemned Rolling Stock
CPCB/SPCB	Centre/State pollution Control Board
DO	Delivery order
DSP	Delivery schedule/Programme
NR	Northern Railway
EMD	Earnest Money Deposit
ERI	Excluded/Reclaimable item
FDP	Free Delivery Period
GST	Goods and Services Tax
IREPS	Indian Railway E-procurement system
MOEF	Ministry of Environment and Forests
PCMM	Principal Chief Materials Manager
SCA-NR	Special conditions for e- auction sale of NR
TCS	Tax collection at Source
USC	Uniform E-sale condition for E-auction

GR

Ground Rent.


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Annexure: A-2.3 to USC-NR**List of excluded fittings for CRS (Condemned Rolling Stock)**

1.0	Wagon : Air Brake Stock
1.1	CBC Complete
1.2	Distributor Valve Complete
1.3	SAB Complete
1.4	Air Brake Cylinder Complete
1.5	Main pull Rod Long
1.6	Horizontal lever
1.7	BOBRN Wagon-primary lock, secondary lock & square shaft Bush
2.0	Wagon : Bogie (CASNUB Design only)
2.1	Complete Bogie
2.2	Wheel and axle with CTRB bearing assembly
3.0	Wagon : Bogie (BVZI only)
3.1	Complete ICF Bogie
3.2	Wheel and axle with roller bearing assembly

Note :

(i) In case of accidental stock, the excluded fittings are to be decided by concerned Sr.DME, on case-to-case basis and excluded fitting (to be retained) should be recorded in the condition report itself.

(ii) No excluded fittings to be retained in the case of vacuum brake stock and UIC trolleys except wheel, Axle and Roller bearing set

4.0 ICF/RCF/BEML Coach with ICF Bogie

- | | |
|-----|--|
| 4.1 | Only BMBC trolley complete with Wheel & Axle (with Roller Bearing). |
| 4.2 | Draw Gear complete of enhanced capacity (70 T) only. |
| 4.3 | Distributor Valve. |
| 4.4 | Centre Buffer Coupler complete including supporting device & Draft Gear (if provided). |
| 4.5 | CDTS- Control Panel & speed sensor. |

5. ICF/RCF with Crashworthy feature

- | | |
|-----|--|
| 5.1 | Crash Worthy trolley complete with Wheel and Axle (with Roller Bearing). |
| 5.2 | Centre Buffer Coupler complete including supporting device & Draft Gear. |
| 5.3 | Distributor Valve. |
| 5.4 | CDTS- Control panel & Speed sensor. |

6. LHB

- | | |
|-----|--|
| 6.1 | Trolley complete with wheel & Axle (with Roller Bearing) including Earthing equipment, Speed sensing device, Brake Caliper and Brake cylinder. |
| 6.2 | WSP complete including control Board. |
| 6.3 | Air Brake Control panel complete. |
| 6.4 | Centre Buffer Coupler complete including supporting device & Draft Gear. |
| 6.5 | CDTS- Control panel & speed sensor. |

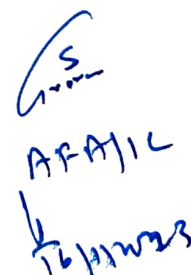
7. Hybrid Coach

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|-----|--|
| 7.1 | Trolley complete with wheel & Axle (with Roller Bearing). |
| 7.2 | Distributor Valve. |
| 7.3 | Centre Buffer Coupler complete including supporting device & Draft Gear. |
| 7.4 | CDTS- Control Panel & Speed sensor. |

8. BEML Coach with BEML Bogie, ICF vacuum Brake, IRS & MG

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|-----|--|
| 8.1 | Wheel & Axle only (with Roller Bearing). |
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16/11/23

9.	DEMU (Trailer Coach)
9.1	Trolley complete with wheel & Axle (with Roller Bearing) and Air springs.
9.2	Centre Buffer Coupler with Draft Gear complete.
Note :	
(i)	In case of exigency list of excluded fittings can be increased on case to case basis.
(ii)	List of assembly items to be treated as excluded fittings must be clearly mentioned in the condition report and RS- 15 (offer letter to Stores).
(iii)	In case of accidental rolling stock, the excluded fittings are to be decided by Sr. concerned DME, on case-to-case basis and excluded fittings (to be retained) should be recorded in the Condition report itself.
(iv)	In case of Condemnation/Age basis apart from Wheel & Axle and Bogies (only BMBC& Crash Worthy coach), other assembly/component should be retained as excluded fitting, only if the assembly/component are usable or repairable. There should be no case of excluded fittings taken over & resubmitted to stores for disposal.


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AFALIC
16/11/23

Annexure-A

Annexure: A to SCA-NR

Format for : Power of Attorney (POA)

1.0	I,.....(Name and Address of the Purchase), being the purchaser of Lot No.....sold by the seller (PCMM/Northern Railway or his authorised representative on behalf of the President of India (hereinafter called "the Seller") in the e-auction held on.....(date of auction) at IREPS website (www.ireps.gov.in) and having paid the full amount of Rs.towards the cost of material against the said lot, hereby authorize, nominate and appoint Shri.....(Name and Address of the authorised person) to receive all the things, goods and articles from the Seller, as purchased by me in the said auction and to pass the receipt thereof for and on my behalf.													
2.0	And I hereby agree that all facts, 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 whatsoever that my said attorney shall do or cause to be done for me by virtue of the power hereby given. This Power of Attorney is subject to the authentication and verification of the signature of bidder which will be issued by concerned bidding depot officer separately.													
	In witness thereof I have signed this deed on this.....day of.....													
	<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto; text-align: center; padding: 5px;">Photograph of the Attorney Holder*</div>	<table border="1" style="width: 100%;"><tr><td colspan="2">*Signature of the person giving the Power of Attorney</td></tr><tr><td style="width: 30%;">Address</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Signature of the Attorney Holder</td><td></td></tr><tr><td>Witness 1</td><td></td></tr><tr><td>Witness 2</td><td></td></tr></table>	*Signature of the person giving the Power of Attorney		Address		Phone		Signature of the Attorney Holder		Witness 1		Witness 2	
*Signature of the person giving the Power of Attorney														
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Signature of the Attorney Holder														
Witness 1														
Witness 2														
*to be verified by the person giving/executing Power of Attorney.														


Dy. Comm/SEP


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(On Appropriate Stamp Paper)

INDEMNITY BOND

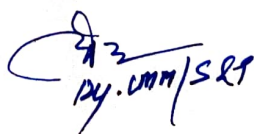
I/We,.....this.....day.....in the year of.....residing at.....and having its registered office athaving successfully bid for and purchased the Lot No.....in the auction held onby Sr.DMM.....Division (hereinafter called the Executors/Purchasers or assigns) from the President of India acting through Principal Chief Materials Manager, Northern Railway, or through his authorized office of Sr.DMM Auction Conducting Officer, hereinafter called "the Railway" (which expression shall include his successors and assigns in office), hereby set our hands on and execute this deed of Indemnity.

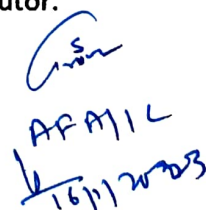
WHEREAS we have agreed to purchase the material mentioned therein (hereinafter called 'the Stores' from the President of India (hereinafter called "the Railway") at the time and placed in the manner detailed therein.

AND whereas the President of India acting through Principal Chief Materials Manager, Northern Railway, or through his authorized office of Sr.DMM Auction Conducting Officer/Agency for sale of condemned Road Vehicle under Lot No.....in the auction held on.....by Sr.DMM.....Division with description.....vide Chasis No.....Engine No.....and as per the bid sheet document issued by the Auction Conducting Officer of Northern Railway.

Now this deed of Indemnity witnesses that the Executors/Purchasers will hold the custody of the condemned Road Vehicle vide Registration No.....with Engine No..... and Chasis No.....mentioned above, sold by the Railway as Scrap, in as is where is condition and become responsible for all compensations liabilities or claims whatsoever arising out of the use or any event of loss/damage to the said condemned vehicle after its delivery to the Executors/Purchasers or to any third party arising directly or indirectly out of any incident/accident due to its Bonafide or any other use under any law in force.

That Executor/Assigns shall be and remain absolutely responsible for the safe custody and protection of said vehicle with Registration No.....sold as scrap by the Railway against all risks whatsoever once this vehicle is handed over to the Executor or his authorized representative under clear acknowledgement and it shall be entirely at the Executors responsibility to get the registration of vehicle deregistered/transferred to his name within stipulated time under the relevant provisions of Motor Vehicle Act, in case he wishes to use the scrap as a motor vehicle. The Executor hereby specifically and unequivocally undertakes to indemnify the President of India against all/any damages or losses/liabilities accrued if this Chasis under Registration No.....meets with accident or any untoward incident. Northern Railway or his nominee shall at no stage or time be liable for any loss/liability arising due to the action of the Executor or his nominee from the date/time delivery of said vehicle is taken by the Executor.


Sr. DMM/SR


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16/11/2023

In the event to any loss or damage as aforesaid, such losses or damages or compensations thereof would be entirely the responsibility of Executor/the Purchaser of the condemned Road Vehicle under the provisions of the law/Motor Vehicle Act of Transport Agencies of State Government or law enacted from time to time once the vehicle is taken possession of by the Executor from the Railway and till this vehicle remains on road in any condition or movement.

EXECUTOR

Place:

Date:

IN THE PRESENCE OF

WITNESS No. (1).....

WITNESS No. (2).....


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