

NORTH WESTERN RAILWAY STORE-DEPARTMENT  
SPECIAL CONDITION OF SALES BY PUBLIC AUCTION

The Special Conditions mentioned below are in addition and in amplification of the General Conditions of Sale by auction of Railway Material Whenever general conditions and Special conditions are conflicting the special condition will supersede the general conditions.

- 1.0 ENTRY FEE :- A refundable entry fee of Rs. 10000/- in the form of a Bank Draft only in the name of FA&CAO NWR Jaipur will be deposited by each participant of the Auction. Each one will have to deposit Rs. 10,000/- for each firm he represents. The entry fee will be refundable after auction proceedings are over with surrender of token issued to him at the time of entry. ( railway Board's No. 2001/RS(S) 709/20 Dt. 24.09.02)
- 1.1 Any Person or persons found including or supporting unseemly behavior or in civil or illegal activities at the time of auction thereby creating circumstances not congenial to holding the auction peacefully and uninterruptedly should be expelled at the spot. The Railway official conducting the auction and the railway Administration in such case shall have the full liberty to forfeit the entry money deposited by the person or persons concerned.
- 2.0 Hazardous Rule 1989 sale of non ferrous metal waste and scrap like lead, copper zinc waste, oil an lead acid battery should be sold only to units registered with Ministry of environment & Forest as recyclers/reprocesses having environmentally sound facilities for reprocessing the same (As per Rly. Bd. letter no. 85/RS(S)/709/20 II Dated 02/06/2003)
- 3.0 EARNEST MONEY:- The Successful bidder on the fall of hammer will announce his firm's name and deposit earnest money as under:
- | Sale Value                      | Earnest Money                               |
|---------------------------------|---|
| (I) Up to 10,000/-              | Full amount                                 |
| (II) 10,001/- to Rs. 1,00,000/- | 25% subject to Minimum Rs. 10000/-          |
| (III) 1,00,001/- and above      | 10% of the sale value or minimum Rs.25000/- |
- 3.1 The earnest money deposit may be one or more of the acceptable form, namely deposit at call Receipt/Demand Draft/Pay Orders/Cash. The mode of payment other than in cash in excess of Rs. 10,000 shall be either of the State Bank of India or any of the Nationalized bank and should be drawn in the name of FA&CAO/NWR Jaipur payable at Ajmer, Bikaner & Jodhpur respectively
- 4.0 BALANCE PAYMENTS :- The balance of the bid money shall be paid by the purchaser to Divl. Cashier, Jaipur, Ajmer, Bikaner and Jodhpur up to 1500 hours on the working days as under from the date of auction.
- |                  |           |                      |         |
|------------------|-----------|----------------------|---------|
| Up to 1,00,000/- | = 10 Days | and Above 1,00,000/- | 20 Days |
|------------------|-----------|----------------------|---------|
- If the last date of payment falls on Gazetted Holidays, or Sunday, the last date of payment will be next working day.
- 4.1 In case of failure to deposit the balance sale value within the stipulated time for respective lots as per para 4.0, the Controller of Stores or the officer nominated by the Railway Administration may at his discretion grant an extension in exceptional circumstances and at the request of the purchaser subject to levy of interest charges for the balance period. The rate of interest will be fixed by the Railway Administration from time to time. However for the present interest will be charged @ 7% (seven percent) above the Base Rate of State Bank of India. (RB Letter No 2010/RS(S)/709/36 dt 24.12.10)
- 4.2 If the purchaser fails to deposit balance sale value for a sold lot with in the period as per Para 4.0 from the date of auction, and requests for an extension of this period, the Railway Administration, may at it discretion, on the merit of the case, allow further time not beyond 50 days from the date of auction, subject to levy of interest charges, Purchasers to please note that no extension beyond 50 days will be given, whatever may be reason for depositing balance amount. The earnest money shall stand forfeited, if the balance sale value not deposited by the purchaser within the said period of 50 days and lot will be re-auctioned, it is desirable that clearance / delivery shall be made within the prescribed limit of 50 days [ However, COS/CMM are authorized to extend the free delivery period in deserving cases by 15 days over and above the prescribed period of 50 days. ( Rly. Bd.letter No. 2001/RS(S)/709/20 Dt. 24/09/02 and 14.08.2003) ]
- 5.0 Mode of Payments :- The Payment can be made either in Demand Draft/Deposit at call Receipt/Pay order in the Name of FA&CAO/NWR Jaipur payable at Ajmer, Bikaner, Jodhpur respectively, It will not affect the FDP that will start from the date of auction Installment of balance payment under clause 4.0 will be followed as under.
- | Sale Value                    | No. of Installments   |
|-------------------------------|---|
| Up to Rs. 300000/-            | 1. (As per Railway Board Letter No. 2007/RS(S)709/12 dated 13.10.08 &         |
| Rs. 300001/- to rs. 1000000/- | 2. Controller of Stores NWR Jaipur's Letter No. 04/RB/NWR 574 dated 31.10.08) |
| Above Rs. 1000000/-           | 3.  |
- ( More than 3 installments if demanded by the Purchaser will be subject to approval headquarter Office.) If the instrument is accompanied with a certificate by the Issuing Bank that they have issued such an instrument, money receipt for the same should be released on the same day by the Divisional Cashier otherwise after realization of the instrument by Bank.
- 6.0 Delivery of Scrap Material :- The delivery of scrap material will be given to the bidder or to the authorized representative of the Firm subject to production of Delivery Order and original cash receipt issued by the Divisional Cashier's N. W. Rly.
- 6.1 Whenever the successful bidder/purchaser desires that the delivery of stores may be given to some of their representatives a POWER OF ATTORNEY on Non-Judicial Stamps paper in the prescribed Performa obtainable from the Depot should be submitted. The bidder/purchaser should also get the same executed and authenticated by Notary Public or any Law of Court of Judge or Magistrate The Power of Attorney should be attested by depot officer.
- 7.0 The time of Delivery of Material will be existing working hours of stores depot of NWR respectively.
- 8.0 Installments Delivery :- In case of installment payment Permitted, The INSTALLMENT DELIVERY WILL ALSO BE PERMITTED IN PROPORTION TO THE INSTALLMENT OF BALANCE PAYMENT MADE. No installment delivery for earnest money will permitted which will be adjusted at the time of final delivery.
- 9.0 Loading of Scrap Charges:- For the scrap loaded by Railway Administration the loading charges will be recovered as under :-
- |                   |           |                   |                                     |
|-------------------|-----------|-------------------|-------------------------------------|
| (I) Up to 01 M.T. | Rs. 100/- | (II) More 01 M.T. | Rs. 100/- Per MT or part there of , |
|-------------------|-----------|-------------------|-------------------------------------|
- For lots above one MT, loading charges will be payable Rs.100 per M.T. or Part there of Such charges will be paid in cash prior to delivery being granted.
- 9.1 Condition regarding loading/removal of the sold lots will be announced at the time of auction.
- 9.2 The Contractor will agree to indemnify the railway for any acts of omission of the labour laws existing in force.
- 9.3 The loading of Heavy material by railway Crane is not guaranteed. However whenever permitted as convenient to railway Administration, The following Crane Charges will have to be paid by the purchaser in addition of loading charges as under.
- | Lifting Cap. of Crane | Charges Per Hour or Part There of |
|-----------------------|-----------------------------------|
| 01 to 10 M.T.s        | Rs. 500/-                         |
| Above 10 M.Ts         | Rs. 1000/-                        |
- 9.4 Loading by Purchaser allowed.
- 9.5 The delivery of the Godown material will be affected by the Railway labour only. All the lots of Non- ferrous will be weighed on the beam scale and purchasers must supply required bags/containers to the depot for this purpose of bagging/loading. Whenever the purchaser desires to have sold Material filled in his bags or tied into bundles, this will be done by the Railway Labour for which purchasers shall have to pay in advance of Rs. 50/-per man per day or part thereof in case of items accounted for in weight. The Charges will be addition to the loading Charges payable by the purchaser. Normally purchaser's labour will not be allowed for loading of sold Material Whenever specifically permitted.

- 10.0 Removal of Sold Material “- The Purchaser are required to take delivery of the sold material as under, The FDP will be commence from the date of auction.
- (I) Misc. Ferrous and Non-Ferrous up to Rs. 5,00,000/- 40 Day  
 (II) Misc. Ferrous and Non-Ferrous beyond Rs. 5,00,000/- 50 Days (Depot Lots)  
 (III) Rolling Stock and P-way Material 50 Says
- In deserving cases 15 days extra can be permitted with the approval of COS/CMM should be in corporate in auction report.  
 ( Rly.Bd.Letter No. 2001/RS (S) /709/20 Dt. 14.08.2003)
- 10.1 **The Ground rent** will be charged at the rate of ½ % per day of the sale value of un-removed quantity of the lot subject to minimum of Rs. 10/- per day per lot in case the material is not removed by the purchaser within the free delivery period and prior permission is obtained for removal of the lot from the competent authority with Ground Rent.
- 10.2 The Ground Rent will be recovered by the Railway Administration from the purchaser. Before removal of the sold goods or material and in event of defaults in payment thereof, the Railway Administration at discretion will be entitled to order the resale of the said goods or material and forfeit the bid money or the price if any, paid by the purchaser.
- 11.0 Final Date of Removal of Sold Material The lot must be finally removed on or before 50 days as para 10.0 and further 15 days where approval is obtained from COS/CMM. No deliveries will be allowed after this date or as specified and declared for any particulars lots by the Railway Administration and any lots or quantity not taken delivery by this final date will be confiscated and no refund of any amount will be paid to the purchaser.
- 12.0 Sales Tax. Sales Tax shall be charged extra as applicable under relevant state Sales Tax Act at prevalent rate before delivery. The Purchasers are required to deposit sales tax at prevalent rate before delivery. The purchasers are required to deposit Sales Tax as far as possible in the form of Demand Draft instead of Cash. If rates of sales Tax are revised by the State Govt. through any amendment in rates of tax, then the purchaser shall be liable to pay the difference of Sales Tax at the later date. As far as the latest pronouncement made by Commissioner, Sales Tax concern State, the delivery of exemption forms (ST17 Forms) has been withdrawn as such under no circumstances, the ST 17 Forms will be accepted.
- 12.1 In the event of sale of lot having sale value of more than Rs.5,00,000/- purchasers should give the requisite information regarding registration of Firms with sale Tax Department other wise sale of lot will nor be considered.
- 13.0 Income Tax and Surcharge thereon shall be Charged extra as applicable under relevant Income Tax Act at prevalent rates before delivery. If the rates of Income Tax and Surcharge are revised by the Central Government then the purchaser shall be liable to pay the difference of Income Tax at the later dates.
- 14.0 Any other condition announced at the time of auction will also be part and partial of the Special Conditions of the sale by auction and such conditions will be recorded on the Bid Sheets/Lot Register
- 14.01 Sale released order should be issued after verification of the genuineness of money receipt by Depot Officer.
- 15.0 RAILS :- In addition to the above condition, the conditions mentioned below will also apply exclusively for scrap parts lying on line in custody of SSE (P.Way)
- 15.1 Any person bidding in the auction for Scrap Rails shall be deemed to be aware of the Condition of material being sold and the location where these are lying.
- 15.2 All unbroken Scrap sleepers should be formed into lots separately for each type like CST 9 & Steel through Sleepers, and the quantity therein be shown both on the basis of the numbers and weight. Such lots of sleepers should, however, be sold and delivered on the basis of numbers only.
- 15.3 Scrap Rails measuring one meter and above, and those measuring less than one meter should be formed in to separate lots. The lot of “ Scrap Rails measuring one meter and above’ should comprise of only one variety (like90R), and the quantity in the lot should be arrived at by measuring the total lengths of all pieces in meter, which should than be expressed in weight on the basis of normal sectional weight for the purpose of sale percentage wears advised by the Engg. Department may be taken in to account by the depot officer only for the purpose of fixing the reserve price. Other lots of Scrap rails measuring less than one meter be formed indicating the quantity on actual weight basis and such lots be sold on actual weight basis. Items like tongue rails, Points and Crossing, Chech Rails, and Rails released from the yards where wear & tear is generally much beyond the normal limits, may also be sold on actual weight basis
- (I) The loading of Scrap Rails will be arranged by the Purchasers own labour. (II) The Cutting-up of Scrap Rails will be permitted for rails above 12 feet in length, if desired by the purchaser. The Purchaser will arrange for cutting of Rails.
- 15.4 The Purchaser should fix up the delivery programme with the ADRM with the assistance of Sr. DMM/DMM/AMM of the division concerned in advice so that arrangement for witness by accounts Stock Verifier and RPF can be made. The Authority letter of delivery will be issued by AMM/SMM/Dy.CMM on confirmation/intimation of delivery programme received from concerned ADRM. Delivery will be commenced with in 7 days from the date of receipt of request from purchaser and delivery will be advised to the purchaser on the same date.
- 16.0 **SPECIAL CONDITIONS FOR CONDEMNED ROLLING STOCK**  
 In addition to the above the following special conditions, will apply for Condemned Rolling Stock delivery of any part of the goods.
- 16.1 The Individual wagon wise/coach wise/Rolling stock wise list of the excluded fitting actually/physically attached to rolling stock to be returned by the purchaser to the Railway Administration will be jointly prepared by the representatives of Stores Accts RPF, Mech. Deptt. and Purchaser, at the time of handing over of sold lots to the purchaser. A similar list will also be prepared at the time of taking over of excluded components from purchaser by the officials. Railway Administration will allow removal of cut materials, after the realization of all fitting/components.
- 16.2 The purchaser must undertake cutting of the Condemned Rolling Stock at their own cost and labour
- 16.3 The Purchaser will be required to submit the list of full name of all his worker to the DMS for issuing proper authority for entry into the Railway premises.
- 16.4 Railway Administration reserves the right to check up the contents of the material already delivered and loaded in the vehicles at the time before it actually leaves the premises and no claim on detention of vehicles etc. will be entertained by railway Administration on this account.
- 16.5 It is, therefore, in the interest of the purchaser to ensure that no excluded fitting/material is loaded by his men in the wagons or truck while loading cut-up material. Any non-ferrous material or any other material , if found loaded will make the purchaser liable for suitable action for breach of contract.
- 17.0 Non-ferrous reclaimable items are required to be returned by the purchaser in the main office of cutting-up yards and other ferrous components will be handed over by him at the plot nominated by DMS. The nominated plot will be – as far as possible-in proximity of the lot sold.
- 17.1 The items indicated in the standard reclaimed part list even if not removed from the condemned rolling stock and not included in the individual rolling stock reclaimed list will not be permitted to be taken away by the purchaser under any circumstances and purchaser shall not have any claim whatsoever.
- 18.0 **FOR OUT DEPOT AND COND. ROLLING STOCK** If the purchaser does not turn up on fixed date for taking the delivery of material, it is liable to pay the fare/TA/DA/pay of the staff witnessing or affecting the delivery.

C.O.S./  
NWR/JAIPUR

## GENERAL CONDITION OF SALES BY AUCTION OF RAILWAY MATERIAL

- 1.0 The highest bidder for each lot shall, subject to the condition hereinafter stated, be the purchaser there of and in the event of my dispute arising out of or relating to any bid, the lot in respect of which the dispute arises shall be put up for sale again immediately at the last undisputed bidding.
- 1.1 The highest bidder shall, on the fall of the hammer, give his name and correct address to the Railway Administration and pay to the President of India (hereinafter referred to as 'The Railway Administration') through the representative of Railway Administration Supervising the auction, the sale amount as under

Sale Value	Earnest Money
(I) Up to 10,000/-	Full amount
(II) 10,001/- to Rs, 1,00,000/-	25% subject to Minimum Rs. 10000/-
(III) 1,00,001/-and above	10% of the sale value or minimum Rs,25000/-
- 1.2 Deposit at Demand Draft/Pay. Order, all these should be made in the name of Financial Adviser and Chief Accounts Officer.N.W.Rly., Jaipur payable at Ajmer,Bikaner and Jodhpur respectively of the any Nationalized Banks
- 2.0 The Railway Administration supervising the auction shall be entitled to withdraw any lot from the auction, or effuse the offer made by any bidder without assigning any reason. The auction may be conducted from any place, from lot to lot or in any order at discretion of the Railway Administration and on objection on this account shall be entertained.
- 2.1 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 thinks fit, be immediately 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 thereby shall be debited to 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 re-sale price of the lot alone be recovered from him.
- 3.0 The balance of the bid money shall be paid by the Purchaser to the Railway Administration within 10 days for the value up to Rs. One lakh, within 20 working days for the value exceeding Rs. One lakh, if the last payment day is holiday or gazetted holiday payment will be deposited next working day. A receipt for the payment shall be furnished to the Purchaser for the amount signed by the Treasurer of the railway or such other official as may be designated for the purpose by the Railway Administration, The goods sold may be removed from the premises only on production of the said receipt and a delivery order form the Administration as may be in charge of the material.
- 4.0 No delivery of goods or materials sold will be given on Sundays, Gazetted holidays or other holiday observed by the Government of India Ministry of Railway Delivery of goods or materials may be effected from the Depot on Weekdays and Saturdays as specified in the Special Condition. In order to complete delivery within the hours specified in the Special Conditions. All loading must cease on weekdays and on Saturdays at least 1.30 hours before the closing time of the Depot.
- 5.0 Goods or materials sold shall be removed by the Purchaser within free delivery period. In cases Goods or materials not removed within the said period shall remain at the Purchaser's risk until removal and the Railway Administration will be entitled to charge the Purchaser ground rent at half percent of the sale value of goods remaining undelivered of Rs. 10/- (Rs. Ten) per day, whichever is higher for every fortnight of part thereof, for the area of godown or store room in which the goods or materials are stored which may be recovered by the Railway Administration from the purchaser before/removal of the said goods or materials and in the event of default in payment thereof the Railway Administration at its discretion will be entitled to order the resale of the said goods or materials and forfeit the bid money or the price, if any, paid by the Purchaser
- 6.0 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 material within the specified period, then the Railway Administration shall extend the period and if the goods and materials are removed by the Purchaser within the extended period, then he will not be liable to pay any ground rent or any other charge and Railway Administration will not be entitled to order the sale of the goods or materials or forfeit the bid money or the price in any paid by the purchaser.
- 6.1 If crane is required to be used for loading of the lots, crane charges as per rules prevailing at the time of delivery will be recovered from the Purchaser in addition to the loading charges as specified in the Special Conditions of Sales.
- 6.2 All lots must be finally removed on or before the dates specified in the Special Conditions. No deliveries will be allowed after this date or as specified and declared for any particular lot by the Railway Administration even on payment of ground rent. Any lot or quantities not taken delivery by this or specified dates will be confiscated and no refund of any amount paid by the Purchaser will be made. The Purchaser shall have to arrange his own container such as gunny bags, etc. if required, in no case, the containers will be supplied by the railway
- 7 Goods in each lot are sold on "as is where basis" and no warranty is given as regards size, quality, weight, description etc. The description of any lot on the particulars of sale has been given by way of identification thereof only and the use of such description shall not constitute the sale thereof to be 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 of the weight or approximate weight of any lot not sold by weight being incorrectly stated and the purchaser shall not be entitled to claim any damages or compensation whatsoever on account of such fault, error of descriptor weight etc. Railway Administration reserves the right to disallow delivery of material which is prima-facie totally different from the original lots.
- 8 Delivery of lots bought by any one purchaser shall be taken at a time or one lot at a time and removal of all lots sold to him completed within specified period.
- 8.1 While submitting the delivery order, the purchaser shall arrange with the DMS (Scrap Yard) about the date and time when he should bring his lorry or bullock cart for taking delivery of the material and adhere to the agreed programme.
- 8.2 In case the Purchaser comes to take delivery of the material without proper appointment. No guarantee of delivery is given.
- 9.0 If two or more things or material put up for sale in one lot are sold under one bidding, then in default on the part of the purchaser in taking delivery of the entire lot within the period specified, hereof the purchaser shall be liable to pay ground rent on the basis of the sale value/room occupied (whichever is higher) by each thing or material not taken delivery of within the said period.
- 10.0 No picking, sorting, cutting or breaking up of goods or material 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 Contractor of Stores or his representative. Such permission will only be accorded on the distinct understanding that the Delivery Order for such lot or lots must be obtained for the full quantity before picking, sorting, cutting or breaking up commences. If desired by the purchaser the cutting and dismantling will be allowed to be carried out by his labour for the lot announced the time of auction.
- 11 The purchaser will not be permitted to bring in labour to handle or load the goods or material purchased by him unless otherwise announced at auction. The loading charges as fixed by the railway administration and announced at the time of the auction will be recovered from the purchaser and purchaser and such charges will be payable in cash prior to delivery of the said goods or material
- 11.1 In case of labour engaged by the purchaser, where permitted by the railway administration, he will be responsible for any loss or damage suffered or injuries sustained by his labour within the railway premises and, under no circumstances, the railway administration shall entertain any claim, whatsoever, in the matter. He will also be responsible for any claims arising out of or on account of any infringement of labour legislation rule, statutory obligation etc. The purchaser's labour or representative will not move beyond the area nominated without specific permission of the Depot officer and will work under the supervision of Depot Material Superintendent. They will not be permitted to stay in the railway premises of the Stores Depot or Railway Workshop beyond working hours.
- 11.2 The tools brought by the purchaser or his labour are liable for inspection and record at the Stores gate of the depot at the time of admission and passing out of the gate, any extra tools found will not be allowed to pass out and purchaser is liable to be taken up.
- 12.0 In the case of lots loaded railway wagons will be weighed both before and after loading and weight witnessed jointly by representatives of the Stores, Railway Protection Force and Accounts departments of the railway administration. No complaints as regards to the authenticity of Weightment

- carried out jointly by the said representatives will be entertained. Purchases may witness all Weighment and in the event of failure or negligence to do so, shall abide by the Weighment carried out by the representatives of railway Administration. Weighment made elsewhere will not be considered. In cases of material other than non ferrous, the tare weight marked on the wagon will be taken as the weight of the empty wagon.
- 13.0 In the case of consignments dispatched by rail, the responsibility of the Stores Departments ceases immediately after the lot has been loaded and weighed on the weighbridge. The stores will be carried at the risk of the purchaser and no claims against the Railway Administration will be entertained for any shortage in weight which may be discovered after the materials have left the Stores Yard. The stores department does not guarantee the supply of wagon any particular date or time. Every effort will, however, be made to load the wagons as expeditiously as possible, but should any demurrage charges occur on account of delay in releasing the wagons, the purchaser will have to pay the same in cash before the wagon is released.
- 14.0 All quantities of the lots, whether by weight, measurement or number mentioned in the auction catalogue and/or announced at the time of auction, are only approximate. Only that quantity out of a lot for which the bid has been accepted, should be taken delivery of on payment as per weight, measurement or count, as the case may be. If the actual quantity in the lot exceeds the advertised and/or announced quantity, the purchase may. At the option of the railway administration, take delivery of the said excess quantity upto 10% of the quantity advertised and or announced on payment at the same rate at which the bid has been accepted. Should the quantity in a lot on actual weight, measurement or count, as the case may be, work out less than the advertised and/or announced quantity, the railway administration shall not under, any circumstances, be liable to make good the said deficiency of the goods but the purchaser shall be entitled to get from the railway administration the proportionate refund to cover the cost of the said deficiency of the goods and no interest will be paid for such amount.
- 15.0 All arrangement for wagons, if required, shall be made directly by the purchaser concerned within 10 calender days from the date payment and the Stores Department will not be responsible for non supply of wagons.
- 16.0 The goods advertised to be auctioned and goods sold and in course of delivery may be inspected during the working hours specified in the special, conditioned attached.
- 17.0 The lots sold to two more purchasers cannot be dispatched in the same wagon.
- 18.0 The Controller of Stores acting for and on behalf of the President of India and the Depot Officer supervising the auction for and on behalf of the President of India shall be entitled and have the right to withdraw up to actual time of sale, any lots or item that have been advertised for sale, without assigning any reason and also to refuse to accept any bid which he may consider unsatisfactory.
- 19.0 Sale tax, where leviable will be recovered from the purchaser by the Railway Administration or on their behalf by any party nominated for the purpose by the Railway Administration on the purchase price of goods/materials sold to him.
- 19.1 Income Tax and Surcharge thereon shall be charged extra as applicable under relevant Income Tax at prevalent rate before delivery if the rates of Income Tax and Surcharge are revised by the Center garment then the punches shall be liable to pay the difference of income Tax at the late dates
- 20.0 No interest will be paid to the purchaser on the amounts paid or deposited by him and subsequently found refundable to him under any of the conditions hereinbefore mentioned.
- 21.0 Any Special Conditions which may be announced at the time of Auction to cover any special cases, will form a part of these Conditions. Such special Conditions will be recorded in the respective lot registers and signed by the purchaser, the depot officer and the accounts representative.
- 22.0 In the event of any question, dispute or difference arising under these conditions or in connections with this contract(except as to any matters decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitrator of an arbitrator appointed by the General Manger of the Administration. It will be no objection that the arbitrator is a government servant and that in the course of his duties as a Government servant he has expressed 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 refred being transferred or vacation his office by resignation or other wise or becoming unable to act for any reason, the General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of this Agreement . Each person shall be entitled to proceed from the stage at which it was left by is his predecessor. The award of arbitrator shall be final and binding on the parties to his Agreement.
- 23.0 It is further a term of this contract that no person other than the person appointment 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.
- 23.1 The arbitrator may from time to time with the consent of the all the parties to the contract enlarge the time for making the award. the venue if the arbitration shall be as decided by the arbitrator.
- 23.2 Subject as aforesaid, Arbitration and conciliation Act 1996 and the Rules there under and any statutory modification thereof shall apply to the arbitration proceedings in this clause.

Controllers of Stores  
North western Railway

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“ *CONDITIONS*”

- 1 In the event of auction not being completed on the same date of auction, It will be Continued on the next working day also.
- 2 The un-Sold & new un-tried lots may be tried in the auction in other depots.
- 3 The delivery of Sold P. Way scrap will be coordinated by ADRM (or Dy, CE-I&II/Const/ JU as the case may be) after getting the delivery order, the purchasers of P.Way scrap should contact the DMM (or Dy.CE I & II/Const/JU) in the division, along with a written request for delivery of sold lots of p.way scrap ADRM 9 or Dy,CE I & II / Const/JU) will advise the date of delivery to the purchasers.

विशेष निर्देश – नीलामी स्थल पर मोबाईल फोन के इस्तेमाल पर पाबन्दी हैं।

Jaipur