भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड (RAILWAY BOARD)

NO.2021/RS(S)/709/15 **New Delhi, dated. 05.05.2022**

General Manager (EPS),
CRIS,
7th floor, ITPI Building, Ring Road,
New Delhi – 110002.

Sub: Revision of Uniform Sale Conditions for E-Auction.

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The Revised Uniform Sale Conditions for E-Auction as concurred by Finance Dte. and approved by Board (M/T&RS) are sent herewith for uploading on the IREPS website.

All other terms and conditions of E-Auction shall remain unaltered.

skverma 05/5/22
(S.K. Verma)
Director Railway Stores (M)
Railway Board,
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Floor No.3rd, Room No. 306

Copy to:

PCMMs/All Indian Railways and PUs for information and necessary action.

Uniform Sale Conditions for E-Auction

(Revised on 05.05.2022)

Important Note: Terms & Conditions and Special Conditions of E-Auction Sale attached with Auction Catalogue will prevail over Uniform Sale Conditions for E-Auction. Please check these conditions attached with Auction Catalogue, if any, before bidding.

1.0 Inspection of material: Bidders/Purchasers are advised to inspect the Scrap material prior to bidding.

2.0 Condition of lots: The lots are sold on 'as is where is' basis and no guarantee is given for size, measurement, quantity and quality etc. The Bidders/Purchasers participating in E-auction should satisfy themselves in all respect of lot i.e., Quantity, Quality, lot condition, location, approach road and local condition before biding. No complaint/claim by the purchasers will be entertained in this regard.

3.0 Registration & Entry fee for the e-Auction Module of IREPS website:

Any Bidder/Purchaser intending to participate in e–auction of Scrap materials needs to be registered with IREPS website (https://www.ireps.gov.in).

For registration, Bidder/Purchaser needs to have a valid Class-III Digital Signature Certificate (DSC) with bidder's firm name issued by licenced Certifying Authority (CA), an affidavit duly notarized on stamp paper of requisite value, valid Email ID, one time Entry Fee/Registration Fee of Rs10,000/-, valid registration with GST Authority for trading in Scrap materials i.e. GSTIN number and PAN card (PAN number) issued by Income Tax Authority. They also need to have a computer and internet connectivity. The bidder/purchaser can either go for online Registration or manual Registration process. The registration shall permit the bidders/purchasers to participate in all e-Auctions over entire Indian Railways available on the IREPS website https://www.ireps.gov.in.

Bidders/Purchasers opting for Manual Registration will have to manually deposit the one-time Entry Fee/Registration Fee directly in the Cash office (Divisional Cash Pay Master) associated with the concerned Auction Conducting Depot/Division and furnish the Cash Receipt to the authorized officer in the Depot/Division who will register their firm manually.

The Entry Fee/Registration Fee is refundable. A successfully registered Bidder/Purchaser can opt anytime to de-register from IREPS e-Auction module. Once de-registered successfully, Bidder/Purchaser can claim for refund of Entry Fee/Registration Fee.

4.0 Earnest Money Deposit and Lien facility for online payment of EMD:

Lien facility, which is currently available only with State Bank of India (SBI), is essential for online payment of **EMD** @10% of accepted bid value of a lot. The Registered Bidder/Purchaser needs to integrate SBI Bank account through IREPS to avail online real time Lien facility solely for bidding purpose. The Bidders/Purchasers must have "Net Banking" facility enabled on their bank account to avail this facility.

The Bidder/Purchaser can submit bids equivalent to or up to 10 times of the amount available in the Lien on real time basis. This Lien shall be updated on real time after each transaction. If a bidder is awarded a lot(s), appropriate EMD @10% of accepted bid value will be deducted from the Lien and transferred to concerned Railway's Bank account irrevocably by the Bank (SBI) on receipt of instructions through IREPS.

5.0 Bid Acceptance: For close ended auctions i.e., where auction closing date/time is predefined, after the closing time no bid shall be accepted by the system and all bids received will be frozen in order. The closing time will be auto extended if any bidder submits the bid in last pre-determined interval time, so that other bidders get time to bid accordingly. The system will accept/reject the highest bid as per reserve price (RP) entered in the system prior to the start of E-Auction. Reserve Price is kept in encrypted form in the system for confidentiality.

6.0 Payment and Delivery time

Successful Bidder/Purchaser will deposit the Balance Sale Value (BSV) through payment gateway only. In exceptional cases, the Bidder/Purchaser can be allowed by Auction Conducting Officer to use manual mode of payment as mentioned in Para 7.0. Delivery order will be issued only after realization of the Balance Sale Value (BSV).

6.1 Free time for Balance Sale Value (BSV) payment and delivery of P-Way Scrap and other line lots:

<table>
<tr><th>SN</th><th>Sale value of lot</th><th>Free time allowed for payment of balance sale value reckoned from the date of acceptance of bid</th><th>Free time allowed for delivery reckoned from the date of acceptance of bid</th><th>Number of installments permissible for payment.</th></tr>
<tr><td>1</td><td>Upto & including Rs. 3 lakhs</td><td>10 days</td><td rowspan="4">50 days</td><td>1</td></tr>
<tr><td>2</td><td>Exceeding Rs. 3 lakh and upto Rs. 5 lakh</td><td rowspan="3">15 days</td><td>1</td></tr>
<tr><td>3</td><td>Exceeding Rs. 5 lakh and upto Rs. 15 lakh</td><td>2</td></tr>
<tr><td>4</td><td>Exceeding Rs. 15 lakh</td><td>3</td></tr>
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6.2 Free time for Balance Sale Value (BSV) payment and delivery of Depot / Workshop Scrap:

SN	Sale value of lot	Free time allowed for payment of balance sale value reckoned from the date of acceptance of bid	Free time allowed for delivery reckoned from the date of acceptance of bid	Number of installments permissible for payment.
1	Upto & including Rs. 3 lakhs	10 days	40 days	1
2	Exceeding Rs. 3 lakh and upto Rs. 5 lakh	15 days		1
3	Exceeding Rs. 5 lakh and upto Rs. 15 lakh			2
4	Exceeding Rs. 15 lakh			3

7.0 Manual Payment: Manual Payment shall not be generally allowed. Bidders/Purchasers opted for Manual Registration and deposited the one-time Entry Fee/Registration Fee directly in the Cash office (Divisional Cash Pay Master) associated with the concerned Auction Conducting Depot/Division are required to furnish the proof of submission of Entry Fee/Registration Fee to the authorized officer of the Auction Conducting Depot/Division.

In exceptional cases, where the Bidder/Purchaser has been allowed by Auction Conducting Officer to deposit Balance Sale Value (BSV) manually, the Bidder/Purchaser will have to deposit BSV in cash or demand draft at Cash office (Divisional Cash Pay Master) associated with the concerned Auction Conducting Depot/Division. In case of deposit of BSV through Demand Draft, the release of Money/Cash Receipt will be issued by cash office only after realization of the demand draft. The Bidder/Purchaser will submit Money/Cash Receipt to the concerned Auction Conducting Depot/Division. Sale Release Order/Delivery order shall not be issued until or unless proper verification of Money/Cash Receipt is done by concerned authority of Auction Conducting Unit.

8.0 Interest Rate: The rate of Interest charged on delayed payment shall be 7% (Seven per cent) above the Base rate of State Bank of India, as prevailing on the day of auction or on the day of the payment being made by the Bidder/Purchaser, whichever is higher.

9.0 Extension of time for payment of Balance Sale Value: Free time allowed for payment of Balance Sale Value (BSV) is indicated in para 6.1 & 6.2. However, time for payment of Balance Sale Value (BSV) with interest may be extended by Railway for P-Way scrap and other line lots upto 40 days and for depots lots upto 35 days from the date of acceptance of bid in exceptional circumstance on written request of the Purchaser. The EMD shall be forfeited, if the Balance Sale Value (BSV) is not deposited by Purchaser within the said period of 40/35 days.

10.0 Maximum period of delivery: Free delivery period shall be maximum 50/40 days from the date of bid acceptance as indicated in Para 6. However, Railway administration in deserving cases may extend the delivery period by 15 days over and above the prescribed period of 50/40 days.

11.0 Goods and Services Tax (GST): GST shall be charged separately at the applicable rate or needs to be deposited by the purchaser on their own directly to the concerned tax authorities on Reverse Charge basis, as the case may be. It is mandatory for purchaser to furnish GSTIN and in case, unregistered, a declaration to this effect.

12.0 Sale of Hazardous Waste/Scrap Batteries/Electronic Waste:

12.1 Scrap lots comprising of hazardous waste shall be sold keeping in view the extant guidelines of Ministry of Environment, Forest and Climate Change as contained in the Hazardous and other Wastes (Management & Transboundary Movement) Rules, 2016 and Second Amendment Rules, 2021, as amended from time to time, as notified by Ministry of Environment, Forests and Climate Change.

12.2 Scrap lots of scrap batteries shall be sold keeping in view the extant guidelines of Ministry of Environment, Forest and Climate Change as contained in The Batteries (Management and Handling) Rules, 2001, as amended from time to time.

12.3 Scrap lots comprising of E-Waste shall be sold keeping in view the extant guidelines of Ministry of Environment, Forest and Climate Change as contained in E-Waste (Management) Rules, 2016 and E-Waste (Management) Amendment Rules, 2018 as amended from time to time.

12.4 Prospective bidders of such lots of Hazardous Waste/Scrap Batteries/E-Waste should be in possession of registration, valid on the date of e-Auction and on the date of delivery, as recycler/pre-processor issued by the Ministry of Environment, Forest and Climate Change or by Central Pollution Control Board. The successful bidder, whose bid is accepted by Railway administration, shall be required to produce original valid document of such registration at the time of

taking delivery of material. In case of failure, Railway administration may cancel the sale and reserves the right to forfeit the earnest money. Certificate is required from the firm regarding the total waste purchased and processed for the current financial year (till the time of auction) to assess the validity. Registration certificate-cum-passbook for recycling of hazardous waste should be brought at the time of delivery to make necessary verification & entry. The above condition may vary as per the latest directives of Ministry of Environment, Forest and Climate Change or/and the CPCB at the time of e-auction delivery.

13.0 Reclaimable items (RC): (a) Reclaimable items offered for sale delivery should be defaced before taking delivery. (b) Unless otherwise mentioned any non-ferrous items found in the lot should be returned to Railway.

14.0 Income Tax (IT)-(TCS): Income Tax, Surcharge, Cess etc. if 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.

15.0 Rejected lots: All rejected/unsold lots can be tried in subsequent auction.

16.0 Reopening of unsold lots: There is no reopening of any unsold lots in the same e-Auction.

17.0 Arbitration: Arbitration shall be governed by the relevant provisions (2900 to 2910) of IRS Conditions of Contract, duly incorporating the latest circular No. 2018/TF/Civil/Arbitration Policy dated 12.12.2018.

18.0 Damage to Railway Property, Life and Private Property: The purchaser of sold railway scrap/material shall be responsible for all risk to the sold railway scrap/material and for trespass and shall make good at his own expense all loss or damage whether to the sold railway scrap/material itself or to any other property of the Railway or the lives, persons or property of others (including purchaser's own labourers/employees) from whatsoever cause in connection with the inspection/delivery of sold railway scrap/material or any delivery-related processes such as cutting, breaking, dismantling etc. although all reasonable and proper precautions may have been taken by the purchaser. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof or any other labour law or any amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the purchaser; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto,

shall be charged to the purchaser. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the purchaser, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to purchaser, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the purchaser.

19.0 Ground Rent:

(a): The ground rent will be charged as per the policy on Ground Rent issued vide Railway Board's letter No. RS(G)/81/709/21 dated 29.05.1982 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.

(b): 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 its discretion will be entitled to order the resale of the said goods or material and forfeit the amount paid towards the Lot, if any paid by the purchaser.

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