

	WESTERN COALFIELDS LIMITED (A Subsidiary of Coal India Limited) CIN No. U10100MH1975GOI018626 Office of the General Manager(MM) MATERIALS MANAGEMENT WING Coal estate, Civil Lines, Nagpur- 440001, Fax : 0712-2510284 Web-site: www.westerncoal.nic.in , email: gmmm.wcl@coalindia.in	Catalogue FA-04 (23-24)
OFA No. <u>ASL/WCL/23-24/FA-04</u>		DATED : 21-04-2023
MATERIAL:	Old, Used & Unserviceable Items for E-Auction.	
Auction Category	NonHEMM	
AUCTION DATE & TIME	17-05-2023 form 12:00 Hrs to 15:00 Hrs The closing time of an e-Auction shall automatically be extended by 10 minutes for all the e- Auctions if a bid is received in last 10 minutes of closing of bid (e.g. in case the closing time is 5:30 p.m. of any particular date and if any bidder bids after 5:20 p.m. and before 5:30 p.m. then the closing time will be automatically extended to 5:40 p.m.). Auto extensions shall be unlimited.	
Digital Signature	Digital Signature is mandatory to participate in WCL auction. Without Digital Signature bidders are not allowed to participate in the auction.	
IMPORTANT NOTE – Digital Signature	All the bidders are requested to mandatorily check their system at least 2 days before the auction while login with the Digital Signature. If any problem exist while login with Digital Signature, bidders are requested to get it solved 2 days prior to the auction date within working hours.	
AUCTION PORTAL	www.tenderwizard.com/ESALE	
INSPECTION DATE:	INSPECTION FOR THE LOTS BEING PUT UP FOR e-AUCTION WILL BE DURING WORKING DAYS AND WITHIN THE OFFICE HOURS. PLEASE REFER “CONTACT LIST OF MM EXECUTIVES” (given hereunder)	
CONTACT PERSON:	Western Coalfields Limited: Dr. Y Venkata Ramana - 8275970180 (Chief Manager (MM)), yvenkataramana@coalindia.in Mr. Vipin Gajbhiye - 8275970310 (Dy. Manager (MM)), vsgajbhiye@coalindia.in Helpdesk No. (09073677150/151/152) Ms. Priti Das (Executive CRM) (09674758506) Ms. Saswati Majumder (Sr. Project Coordinator) (09674758722) <u>Kolkata office address:</u> Antares Systems Limited No. BD - 52A, Rabindrapally, Kestopur, Near Frank Ross Pharmacy, (Behind IDBI Bank) Kolkata-700 101. India Tele : +91-9674758506/9073677150/51/52 esale@etenderwizard.com / helplineesale@gmail.com	
MATERIAL LOCATION:	Different locations as mentioned in the material list.	
CATALOGUE- WISE EMD	Pre-Bid EMD of Rs. 1,00,000.00 (Rupees One lakh only) against each auction to Service provider, <i>Antares Systems Limited as per clause no 10 given</i>	
Last Date for submitting EMD	15-05-2023 within 18:00 Hrs	
Bid Validity Period:	The bid submitted should be valid for 45 days from the date of completion of the auction	
TAX	As per GST 2017 Act, GST is applicable. TCS is also applicable as legally leviable. No firm will be allowed in the auction who is not registered under GST Act 2017.	

**Bidder ID Card Form /
Authorisation for lifting
of materials**

The material will be delivered only to the bidder or their authorized representatives during office working hours on the basis of original valid photo identity card issued by the Service Provider in their favor.

In case of change of original authorized representative of the bidder, the delivery can be given to the authorized representative of the purchaser on the basis of authentication of change of authorization by the same office of the Service Provider which has issued the original valid photo identity card to the authorized representative of the bidder. i.e. buyer will send the scanned documents by email for authorization through his registered email to Antares Systems Limited, and Antares Systems Limited will verify the documents of representative with information to WCL. WCL will finally reauthorize/recheck all the documents of concerned representative physically which were send to Antares Systems Limited for authorization.

- ❖ Special Remarks for Auction: Where unit of measurement (UOM) is in terms of Number or MT or KG or LTR. Or KLTR, the unit bid value must be offered on the basis of Number or MT or KG or LTR or KLTR accordingly, as given in the bid documents. Where unit of measurement (UOM) is LOT, full bid value must be offered for the total LOT i.e. on LOT basis.
- ❖ The Earnest Money Deposit(Pre-Bid EMD) of Rs. **Rs. 1,00,000.00 (Rupees One lakh only) against each auction** must be deposited online through the website after login before the EMD last date of e-auction and **once the online payment is done successfully, the bidder will get an acknowledgment of the transaction – online** before the closing date of EMD Submission. The Pre-Bid EMD will remain deposited with the Antares Systems Limited. The Pre-Bid EMD will be refunded to unsuccessful bidder within 3 days after closing of the auction by the Service Provider. In case of successful bidder, the Pre-Bid EMD will be retained by the Antares Systems Limited till the full payment of the Lots is submitted by the successful bidder to the WCL through EFT. Earnest money will not be adjusted in materials value payment. Online payment should be done within the last date & time of EMD submission.
- ❖ All interested bidders participating in the MOEF Lots in the auction should hold valid MOEF/CPCB/SPCB registration certificate or any other certificate required for such items. The certificates must be valid on the date of e-auction as well as lifting of the hazardous scrap materials. Mandatorily soft copy of the MOEF documents should be emailed to Antares Systems Limited within 2 working days before the auction.
- ❖ **Security Deposit:** Security Deposit of 25% of Material Value of the lots sold **along with taxes if any** to the buyer should be deposited to WCL HQ through NEFT/ RTGS within 7 days from the date of intimation. If the total value of Security Deposit is more than Rs. 10.00 Lakhs (Rupees Ten lakhs), the period allowed for Depositing the Security Deposit shall be 15 days from the date of intimation. In case the bidder fails to deposit the Security Money within the prescribed period, it will be presumed that he has abandoned the lot and the sale of that lot shall be treated as cancelled and his EMD shall be forfeited. Further, the defaulting buyer shall be debarred for participating in the e-auction of that WCL for 6 months.

The request for extension of deposition of Security Deposit may be considered by WCL Hq after levying penalty (1 % of the sale value with applicable GST, if any) with the approval of concerned GM (MM) HOD, for maximum 7 days.

- ❖ Bidder mandatorily should e-mail the payment transaction details along with the lot details to WCL (Western Coalfields Limited) on e-mail address gmmm.wcl@coalindia.in, wclhq.cashaccts@gmail.com and gmfinance1.wcl@coalindia.in to track the payment.
- ❖ Special terms and conditions for Internet auction : Bandwidth problems, connectivity problem with the local ISP, slowness to access pages for downloading etc. are beyond the control of WCL and Antares Systems Limited, hence, no responsibility and liability lies with WCL / Antares Systems Limited for the above problems, if any, faced by the bidders before / during the auction.
- ❖ THERE IS NO PROVISION FOR PUTTING BIDS IN DECIMALS. THE BIDDERS SHALL BE SOLELY RESPONSIBLE FOR ALL CONSEQUENCES ARISING OUT OF THE BID SUBMITTED BY THEM (INCLUDING ANY WRONGFUL BID BY THEM) BIDDERS MUST ALWAYS ENSURE TO KEEP THEIR E-MAIL ADDRESS VALID FAILING **WHICH SERVICE PROVIDER /WCL SHALL NOT BE RESPONSIBLE FOR NON RECEIPT OF E-MAIL FROM SERVICE PROVIDER/WCL**. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO VERIFY THE STATUS OF THEIR BIDS AND PAY THE **TOTAL MATERIAL VALUE** ACCORDINGLY. THE TERMS & CONDITIONS APPEARING ON THE DAY OF AUCTION ARE FINAL AND WHICH MAY BE DOWNLOADED.

- ❖ The word SELLER wherever appearing means the WESTERN COALFIELDS LTD., (WCL) or its authorized representative.
- ❖ The word Antares Systems Limited wherever appearing means the Antares Systems Limited, Bangalore hereinafter referred to as present SERVICE PROVIDER OF SELLER.
- ❖ The offers are to be quoted exclusive of Taxes /Duties. Materials put up for sale are strictly on **AS IS WHERE IS AND NO COMPLAINT BASIS**. In case of any unforeseen circumstances beyond the control of the Management of SERVICE PROVIDER/SELLER, the auction may be extended/postponed.
- ❖ **NOTE: QUANTITY INDICATED IN ALL THE LOTS ARE APPROXIMATE**

**WESTERN COALFIELDS LIMITED, NAGPUR
OFFICE OF THE GM (MM) HOD**

Contact List of MM Executives

SI No	A R E A	Name of Officer	Office Phone	Mobile Nos
1	Nagpur	Shri.D.Kumar, CM(MM)/SO(MM)	0712-2649299	9423635833
		Shri.Rahul Amane, DO/DM(MM)	0712-268154	9503501917
2	Chandrapur	Shri.Ravindra K, CM(MM) / SO(MM)	07172-271036	9423115701
		Shri.Krishnappa K, DO / Dy. Manager(MM)	07172-271036	09424900576/8275967521
3	Majri Area	Shri.Swapnil Mangare, SO/DM(MM)	07175-285019	8275967121
		Shri Prakash Halwale, DO	07175-280470	8275967273
4	Wani Area	Shri.M.R.Banchod SO(MM)/DM(MM)	071725-237026	9923684289
		Shri.Ulli Srikanth Ganesh, DO/Manager(MM)	071725-275078	9635777239
5	Wani North	Shri. Mandar Patil, SO(MM)/DM (MM)	07329-241343	9975633587
		Mahendra Asari, DO /AM(MM)	07329-241025	9618810882
6	Central Work Shop Tadali	Shri.Harish Kandula, SO(MM) / Manager(MM)	07172-237057	9623386330/8275969138
7	Central Store, Tadali	Shri. Sailesh Nimbale, DO / DM(MM)	07172-237026	8087569015
8	Ballarpur	Shri.Ujwal Rane, SO(MM) /AM(MM)	07173-230956	8275968212/7354980737
		Shri Sameer Pathak, DO / MT(MM)	07173 -226434	9977715203
9	Umrer	Shri. Ashish Nagarkar, SO(MM) / Manager(MM)	07116 -247092	8275971312 / 9823176663
		Shri.Abhimanue Katoch DO / AM(MM)	07116-247181	96357-7070/9010208572
10	Pench	Shri.Anand Pandey, SO(MM) / DM(MM)	07161-220015	089891-17973
			07161-220018	
11	Kanhan	Mohd. Arham Ansari, SO(MM) / Manager(MM)	07160-236014	7999442747
			07160-236014	
12	Pathakhera	Shri.Mukesh Khobragade, DM(MM)/SO(MM)	07146-271364	9860353805
		Shri. A K. Bokhad, Chief Manager(Min)/DO	07146-271433	8959552397 / 6263751072

Materials List:- FA04/23-24 NONHEMM

Sr. No	Lot No	Description	Qty	Unit	Location
1	2023/KAN/001	2nd LOT OF OLD, USED AND UNSERVICEABLE M. S. RAIL ALONG WITH CST 90 SLEEPERS, TWO WAY KEYS AND ALLIED ACCESSORIES etc. LYING ON NW HRG RAIL TRACK STARTING FROM HIRDAGARH END ON AS IS WHERE IS BASIS. CARD NO. 357274 SAP ASSET CODE 170000000001.	1000	MT	NANDAN WASHERY, Hirdagarh siding Rail Track, KANHAN AREA.

Major Terms and conditions

- i. Bid Validity of bidders shall be 45 days**
- ii. GST is applicable**
- iii. TCS is applicable**
- iv. All other terms and conditions as per standard Catalogue

Note: Taxes chargeable at the time of payment may differ from the rate mentioned in the catalogue according to any change in governmental norms at the time of lifting.

TERMS and CONDITIONS FOR e-SALE OF SECONDARY PRODUCTS and CAPITAL ITEMS (Scrap) of WESTERN COALFIELDS LIMITED

1. **General Clause:**

Western Coalfields Limited (herein after termed as "WCL") will dispose of the items as listed in the auction catalogue through Antares Systems Ltd. on "as is where is" basis. **Weight indicated in Tonnage** would be approximate and delivery would be as per the actual weight limited to weight given in the lot. Antares Systems Limited will conduct the e-Auction on its website www.tenderwizard.com/ESALE

2. **Bidder Registration:**

Before participation in the e-Auction, a prospective bidder shall be required to get himself/himself registered with Antares Systems Limited for the purpose, by submitting an application in the prescribed format available on the website. Details of the registration process are available on the Antares Systems Limited website www.tenderwizard.com/ESALE. The application shall be made along with the documents (1) copy of latest Income Tax return (2) PAN Card (3) GST Registration Certificate, (4) SSI Registration Certificate (if applicable) (5) Trade License. Registration shall be done online by forwarding the application form backed up by the necessary documents through online. After the registration, all prospective Buyers will have an auto generated "password" based on which they can log in.

3. **Inspection:**

The bidders are free to inspect the items/ materials, ready for disposal for their satisfaction on any working day of the location during working hours as per the dates/ times specified on the auction catalogue. Intending bidders shall be allowed to inspect the goods as mentioned in the catalogue for sale prior to the auction by arrangement with WCL.

4. **As is where is Basis:**

Goods will be sold 'as is where is' basis. Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection or otherwise. No error, omission or misstatement or mis-description or printing mistake whatsoever and howsoever made or published whether in the catalogue or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part of the bidder and no claim for compensation or otherwise be entertained by WCL. Further, WCL will take it for granted that the bidders have fully read and understood the language, spirit and objective in these "terms and conditions of sale" of the materials before making any bid and that there does not exist any ambiguity whatsoever in the expressions.

Weightment at WCL Weigh Bridge shall be final and binding for the scrap materials sold by weight. In case the quantity on actual count, **weightment** or measurement, as the case may be, works out to be less than the quantity tendered/indicated in the sale order, **WCL shall not be liable under any circumstances to make good the deficiency, but the proportionate refund shall be made to the purchaser.** No pick and choose of the materials will be allowed and the purchaser has to lift the entire lot from the designated place.

Description against each lot given is not exhaustive. The description indicates the major content of the lot.

5. **Bid Validity Period:**

The bid submitted should be valid for **45 days** from the date of completion of the auction

6. The decision for the acceptance/rejection of the rates offered by the bidders shall be communicated by Antares Systems Limited through lot confirmation letter, e-Mail, SMS or any other mode felt necessary. The bidder will then be required to make payments as stipulated.

7. WCL and/or Antares Systems Limited shall be under no obligation to put up the lots singly or serially or in any other particular manner and WCL reserves the right at its discretion to withdraw any lot or lots from sale at any time without assigning any reason thereof.

8. All lots will be sold subject to approval by WCL. WCL reserves to itself the right:

- a. To accept or reject the highest offer or any other bid or all the bids
- b. To accept any bid in full or in part
- c. To apportion the total quantity amongst different bidders.
- d. To accept or to reject the online auction result. The bidders would have no claim for issuance of sales release orders.
- e. To cancel or reschedule the auction.

9. Bidders bidding for the goods sold shall be deemed to have taken into account and made due allowance for the cost of cutting (if required), handling, loading or other expenses (including dismantling if permitted by WCL) for purposes of removal of the goods and shall be entirely responsible for booking goods by rail / road where so required. WCL will affect delivery of goods only at the site or at a convenient location which will be notified at the time of sale.

10. Earnest Money Deposit:

(a) EMD Submission Process:

The interested bidders have to deposit the EMD of Rs. 1,00,000.00 (Rupees One lakh only) against each auction to Service Provider for all lots through online mode (Debit Card/NEFT/Credit Card/Net Banking) only.

Online payment should be done within the last date & time of EMD submission. Once the online payment is done successfully, the bidder will get an acknowledgment of the transaction – online before the closing date of EMD Submission.

Note: The refund of EMD, if any will be Rs.1,00,000.00

It is the responsibility of the bidder to submit the EMD in time and correctly. If any payment receipt is delayed, service provider, M/s. Antares Systems Limited will not allow the bidder to participate in the e-auction.

(b) Refund of EMD:

The EMD of the unsuccessful bidder shall be refunded by SERVICE PROVIDER within three days from the closing of the e-auction.

The EMD of the successful bidder shall be retained by SERVICE PROVIDER till the full payment of the Lots is submitted to WCL through EFT. On receipt of the full payment (Total Material Value and applicable GST/TCS), the EMD of the successful bidder shall be refunded by the Service Provider.

(c) Forfeiture of EMD:

In case the successful bidder fails to deposit the Security Money within the prescribed period, it will be presumed that he has abandoned the lot and the sale of that lot shall be treated as cancelled and his EMD shall be forfeited. Further, the defaulting buyer shall be debarred for participating in the e-auctions of WCL for a period of 06 months from the date of closing of e-auction.

The forfeited amount shall be credited to WCL's account by SERVICE PROVIDER. The details of which are mentioned at 'clause 13'.

11. Statutory Documents:

Goods & Services Tax (GST), TCS, any other Taxes, duties (imposts) whether payable to the Central Government or to the State Government or to the Municipal, local or other authorities shall be deposited by the buyer to WCL along with the Sale value of the materials. Non-payment of any amount payable under this clause will have the same effect as non-payment of the purchase money and will result in ipso-facto cancellation of the sale and forfeiture of the security deposit **and Pre-Bid EMD**. If the liability of such tax (impost) and/or duty is in doubt, Antares Systems Limited will have a right to call upon the buyer to make such provision as WCL may deem fit and proper to ensure the recovery of such taxes (impost) and/or duty. If the tax (impost) and/or duty is not recovered at the time of delivery/dispatch WCL/ Antares Systems Limited will have the right to call upon the buyer, to pay such amount as may be due whenever the WCL/ Antares Systems Limited find that it has omitted to charge or WCL become liable to pay higher charge as a result of decisions or announcements by Government or any other competent authority, even though, the full value of the materials may have been already paid or delivery/dispatches may have been completed from WCL's units. WCL shall be free to call upon the buyer to make the amount short recovered whenever such contingency should arise, or WCL shall be entitled to recover the Amount of such tax (impost) or duty from the buyer by way of set off against any amount or amounts that might at any time become payable by WCL/ Antares Systems Limited to the purchaser on any account or accounts whatsoever. Taxes as applicable from time to time shall be payable by the buyer.

12. Payment Clause:

- a. **The security deposit and the balance lot value are to be submitted lot wise only. Each lot as indicated in the auction catalog will be treated as a separate unit for the purpose of payment, lifting, refund etc.**
- b. Payment of Security Deposit: It is the responsibility of the bidder to verify the status of their bids and pay the requisite security deposit amount accordingly. Security Deposit of 25% of Material Value **along with taxes if any**, of the lots sold to the buyer should be deposited to WCL HQ through NEFT/RTGS within 7 days from the date of intimation. If the total value of Security Deposit is more than Rs. 10.00 Lakhs (Rupees Ten lakhs), the period allowed for Depositing the Security Deposit shall be 15 days from the date of intimation. In case the bidder fails to deposit the Security Money within the prescribed period, it will be presumed that he has abandoned the lot and the sale of that lot shall be treated as cancelled and his EMD shall be forfeited. Further, the defaulting buyer shall be debarred for participating in the e-auction of WCL for 6 months from the date of closing of e-auction.
- c. The request for extension of deposition of Security Deposit may be considered by WCL Hq after levying penalty (1 % of the sale value with applicable GST, if any) with the approval of GM (MM) Stores, for maximum 7 days. However, under circumstances beyond control of the buyer/ force majeure conditions, WCL may allow payment beyond stipulated period (without penalty), as per the 'clause 27' of this catalogue, provisions of policy for disposal of scrap and its amendments.

- d. Sale Order: On confirmation of payment of Security Deposit by WCL, Sale Order will be issued with balance payment due date by Antares Systems Limited to buyers registered Email Id, clearly indicating payment terms for Balance material value and the due date for the same.
- e. Balance Payment: Balance 75% Payment for the full value of the lot (along with GST and /or TCS) shall be deposited by the Buyer to WCL through NEFT/ RTGS within 15 days from the date of Sale Order (if the lot value is less than Rs.50 Lakhs) or within 30 days (if the lot value is More than Rs.50 Lakhs. For the delayed payment beyond scheduled period, penalty of 1% of unpaid material value (excluding Tax & TCS with applicable GST, if any) per week or part thereof will be leviable for delayed period, for next 4 weeks with approval of GM (MM/Stores). However, if the balance payment is not received within the due date of payment as indicated above, the Security Deposit against that lot and Pre-Bid EMD shall be forfeited and such lot(s) will be deemed to have been abandoned by the buyer and shall again be put up for auction. The buyer shall have no claim on such lots. Further, the defaulting bidder will be debarred from participating for Six Months from the date of Closing of Auction. However, under circumstances beyond control of the buyer/ force majeure conditions, WCL may allow payment beyond stipulated period (without penalty), as per the 'clause 27' of this catalogue.
- f. Sales or terminal taxes whether payable to central or state government or to municipal /local or other authorities shall be recovered from the buyers as part of the purchase price. Non payment of any amount payable under this clause will have the same effects as non-payment of purchase money which will result into termination of the contract and forfeiture of **Pre-Bid EMD and SECURITY DEPOSIT.**

13. The bank details of Western Coalfields Limited are as under:-

Name of Beneficiary :- Western Coal Fields Ltd
Bank Name :- State Bank of India
Branch :- Coal Estate, Civil Lines, Nagpur
A/c No :- 10205966091
IFSC Code :- SBIN0009060
MICR :-440002023

- a. The Buyer shall have to pay GST / TCS / any other Taxes, as per the applicable rate and no representation in this regard will be entertained by WCL/Antares Systems Limited Services Limited.
- b. Applicable GST and cess (where ever applicable on original amount and penalties if any), Taxes & Duties and Duties applicable TCS shall be paid at actual by the successful bidder at WCL-HQ.
- c. **GST & OTHER LEVIES:** The present GST rates for following Scrap material (**indicative only**) are as under:-

Sr. No.	Scrap items description	HSN	Rate of GST
1	Waste Oil (after use of Lubricating Oil)	2710	18%
2	Empty Drums	7204	18%
3	Batteries	8548	18%
4	Tyres	4012	18%
5	Copper Wires	7408	18%
6	Scrap of Wire	7408	18%
7	Drill Scrap	7204	18%
8	Iron & Steel Scrap	7204	18%
9	Shovel/Dumper/Crane/Radiator/HEMM Spares Scrap	7204	18%
10	Aluminum Scrap / Aluminum Power cables	7602	18%
11	Non-ferrous Scrap Copper / Brass / Copper Power Cables / Copper trailing cables	7404	18%
12	Rubber material	4004	18%
13	Scrap Wire Rope	7312	18%
14	Scrap Conveyor Belting (If made of Iron & Steel)	7326	18%
15	Scrap Rubber Beltings(N/N Belting)	4010	18%
16	Machine Parts	8431	18%
17	Mild Steel Pipes	7304	18%
18	Plastic Cans	3915	05%

14. WCL shall be responsible for raising invoices as per the terms of Delivery Order raised by Antares Systems Limited. Materials to be invoiced for the actual quantity delivered/lifted. In case of items, where the delivery/lifting is on the basis of the weight the weight as recorded on weighbridge should be treated as final.

15. The purchaser shall not be entitled to re-sell any lot or part of a lot while the goods are still lying within the premises of WCL and no delivery would be permitted by WCL to any person or persons other than the purchasers whose names are mentioned in the release order / person duly authorized by the service provider and having the ID card issued by the service provider.

16. **Delivery/Lifting Clause:**

Items/materials for disposal will be disposed off i.e. materials will be lifted by the party from WCL's premises against full payment and within 45 days from 10th day of the Sale Release Order issued by WCL, to lift the materials. However, in case of material sold by weight the free delivery period shall be as under:

Weight/ Volume of the lot covered under single SRO (In MT/KL)	Free delivery period (Days)
Upto 100 MT / 100 KL	45 days
>100-200 MT / >100 to 200 KL	60 days

Note : For each additional 100MT/100KL or part thereof, 15 extra delivery days will be given to the buyer.

The free delivery period shall be counted after 10 (ten) days from the date of issuance of Sale release order.

Before delivery, concerned Nodal officer/finance department shall ensure that all dues are received duly supported with documents (like MR copies of all dues including taxes and ground rent, penalties, if any, deposited at Area).

The material will be delivered only to the bidder or their authorized representatives during office working hours on the basis of original valid photo identity card issued by the Service Provider in their favor. In case of change of original authorized representative of the bidder, the delivery can be given to the authorized representative of the purchaser on the basis of authentication of change of authorization by the same office of the Service Provider which has issued the valid photo identity card to the authorized representative of the bidder.

In case the weight of the lot is higher than the estimated quantity, the purchaser willing to take the additional quantity (limited to max 10% of the offered quantity) should deposit the equivalent amount before taking the delivery, with approval of Area General Manager / Administrative head in case of Central Stores / CWS and G M (MM/Stores) in case of Head quarter.

WCL will be at liberty to remove, any lot before delivery to such or other place as it may think proper if the buyer fails to lift the materials within the specified delivery period without prejudice to **WCL's interests**.

In case of any wrongful removal of any materials by the buyers, ANTARES SYSTEMS LIMITED/WCL shall be within its rights to suspend further delivery to the buyer until full compensation for such wrongful lifting or removal have been deposited.

The weight record at WCL's weigh bridge will be final in case the lot is sold on weightment basis.

No complain whatsoever shall be entertained after the lot is sold.

16.1 **Delivery Period/Lifting period Extension :**

- a) After expiry of the Free Delivery Period the firm shall have to request for extension of Lifting period to the concerned area with intimation to MM Dept., HQ, WCL, Nagpur. Ex gratia extension of 7 days without Ground Rent will be granted by the GM of the concerned area by recording the proper justification.
- b) Further, extension of Lifting/ Delivery Period, up to 6 weeks beyond normal delivery period (Free delivery/lifting + Ex gratia extension if any) with ground rent (to be calculated from the date of expiry of free delivery period for the left out materials), shall be granted by the concerned General Manager of the area without referring to HQ MM Department.
- c) Any proposal of extension of free delivery beyond 7 days without ground rent and beyond 6 weeks with ground Rent, shall be given at MM Department, Hqrs, WCL, Nagpur.
- d) Further extension of Delivery period up to 4 weeks with Ground Rent shall be approved by the GM (MM) HOD, HQ, WCL, Nagpur.
- e) After expiry of the extended delivery period the sale value of the un-lifted quantity shall stand forfeited and party shall not be allowed any lifting. However, if the delay is due to force majeure conditions or any unforeseen situations faced by the seller, further delivery extension without ground rent may be given as per clause 27 of the terms and condition of e auction / provision of policy for disposal of scrap and its amendments.
- f) In case of light vehicles, which are not de-registered / condemned by RTO authorities:

- i. Vehicles will be handed over to buyer(s) only after transfer of vehicle on the buyers name (after completing RTO formalities).
- ii. All the expenses towards the transfer of the vehicle to the buyers name shall be borne by the buyer. Road worthiness of the vehicle will be the responsibility of the buyer.

16.2. **Ground Rent:** The Ground Rent applicable after expiry of free delivery period including Ex-gratia extension will be 1% (One Percent) of the Sale Value of un-lifted quantity per week or part thereof.

In case of good sold on lot basis, the Ground rent will be calculated on the value of the entire lot even if lifted in part, whereas goods sold on unit weight or unit number basis, the ground rent will be calculated on the value of un-lifted quantity.

In case the last day of delivery happens to be a non-working day / holiday, the next working day will be taken as the date of lifting without any ground rent. Material can be lifted on all working days except on weekly off / holiday of the respective places during working hours.

The ground rent /other penalties and applicable Taxes (GST, TCS etc.) may be deposited at the Areas of delivery, as per the prevailing practice of WCL, which shall be clearly indicated in the Sale Release Order. The delivery shall be given only after receipt of all dues and payments from the buyer.

In case of goods sold on lot basis, the Ground rent will be calculated on the value of the entire lot even if lifted in part, where as goods sold on weight or number basis, the ground rent shall be calculated on the value of the un-lifted quantity.

The goods shall lie in the premises of WCL, entirely at the risk of the buyer from the time of the sale and until removal.

16.3. Cutting permission, if required shall be given by asset holder after assessing safety, Security aspects on the location.

16.4 Way Bill: WCL shall not issue Way Bill(s) for transportation of the sold material. It may please be noted that the person causing movement of goods is required to issue e-way bill in GST regime. Since transportation is arranged by buyer, WCL is legally not required to issue Way-bill. The firm to whom the scrap material is sold shall obtain the required declaration form if any as per APPLICABLE STATE ACT/GST ACT 2017 for onward carriage of the goods.

16.5 If the weight actually offered at the time of delivery is less than the Weight originally declared, a proportionate refund will be granted to the purchaser with the approval of Director (Technical). In case the weight of the lot is higher than the estimated quantity, the purchaser willing to take the additional quantity (limited to max 10% of the offered quantity) should deposit the equivalent amount (as per payment terms for balance 75% payment) before taking the delivery, with approval of Area General Manager / Administrative head in case of CS / CWS and G M (MM) in case of Head quarter.

- 17.** In case the purchaser requires any service or facility from WCL for dismantling loading or removing the goods, WCL may without being under any obligation to do so provide the same.
- a. The necessary costs, charges and expenses for such service or facility as mentioned must be paid by the purchaser and for this purpose the purchaser must deposit with WCL such amount or amounts as may be required by WCL. All costs, charges and expenses for such service will be recovered from the amount so deposited and the surplus, if any, would be refunded to the purchaser. The amounts so deposited will not carry any interest. In case the amount deposited falls short of the charges payable under this clause, the purchaser shall immediately on requisition by WCL pay the additional amount.
 - b. Crane hire-charges where provided will be applicable in terms of one hour and its multiples and not in terms of a fraction of one hour.
 - c. The materials sold shall be removed by the buyer from any one side of the lot as per the sole direction of the WCL and no segregation of items from the sold lots will be permitted.
 - d. In case of any hot work permission is required for dismantling operations, the same will have to be obtained by the buyers from the WCL authorized representative before lifting. It will be sole discretion of the WCL to allow or not to allow such hot-work permission at buyers cost only to extent the facilitating the loading and transportation of the goods.
 - e. For the purpose of removing the materials, the successful bidder shall employ only his/their own personnel and shall keep WCL fully indemnified against any claims for wage, injuries, compensation, death etc.
 - f. While removing the materials, if any accident or damage to the property / life etc. arises by reason of any act of negligence / omission/ default or non-compliance with any of the Terms and Conditions of the statutory regulations or rules and regulations applicable within WCL premises, on the part of the bidder's / his representative or employees resulting in death or injury to any person or damages to the property of WCL or any third party then in such an event the bidder will have to pay compensation to any such persons. The bidder shall in such an event keep the WCL indemnified from any demand, claims or proceedings made.

18. Sale of Hazardous Waste Items:

The sale of Hazardous waste items, namely Waste Oil and specified categories of Non- Ferrous metal waste will be governed by the Hazardous Waste (Management and Handling) Rules, 1989 and its amendments and the sale of Batteries will be governed by the Batteries (Management and Handling) Rules 2001 and its amendments. **For purchase of Hazardous scrap materials like batteries, burnt oil etc. the perspective bidders must have MOEF/SPCB/CPCB registration certificate or any other certificate required for such items. The certificates must be valid on the date of e-auction as well as lifting of the hazardous scrap materials.**

The buyers have to abide by all the laws & rules etc. with respect to handling of the hazardous items. Moreover WCL wouldn't have any liability for the same.

- a. At the time of taking delivery, the buyer shall fill up and submit Manifest in relevant form, if applicable to principal (WCL) as may be directed by the Principal (WCL) and the buyer shall also submit copies of the manifest in Relevant Form to the concerned State PCB/Statutory Authorities as per Rule 7(4) and 7(5) of the aforesaid Rules. The Buyer shall also have to produce the original State/Central PCB certificate to the principal WCL at the time of delivery for verification & for necessary endorsement thereon by the Principal (WCL) as required under HW (M&H) Rules
- b. In case of Sale of waste oil & specified Non-Ferrous Metal Waste involving transport of such material to the Buyer's Plant/Processing Unit located in a State other than from where such items are being sold, the Buyer must obtain and submit No Objection Certificate from the State PCB where the Buyer's Plant/Processing Unit is located, to the Principal (WCL) before taking delivery, failing which the sale will be treated as cancelled and further action will be taken by M/s Antares Systems Limited/Principal (WCL) as may be deemed fit .

19. Sale of E-Waste Items

- A. Eligible bidders :** As per Rule 9(1), E-Waste (Management) Rules, 2016 (applicable from 01/10/2016 as per G.S.R. 338(E); dt.23/03/16) and E-Waste (Management) Amendment Rules, 2018 (applicable from 22/03/2018 as per G.S.R. 261(E); dt.22/03/18) E-waste generated by the bulk consumers will be channelized through collection centre or dealer of authorized producer or dismantler or recycler or through the designated take back service provider of the producer to authorized dismantler or recycler.

Therefore, **the bidders who are eligible to participate** in the Auction process are :

- collection centers on behalf of producer/dismantler/recycler/refurbisher [Rule 6(1)]
or
- dealer of authorized producer or
- dismantler or
- recycler or
- through the designated take back service provider of the producer

- B. Documents** required to be **submitted by the bidders** of various categories shall be as follows:

- I. Collection centers on behalf of producer/dismantler/recycler/refurbisher [Rule 6, 13(1)-13(4)]:
 - a. Authorisation for the Collection Centre from - the CPCB authorized Producer / SPCB authorized Dismantler / SPCB authorized Recycler / SPCB authorized Re-furbisher [Rule 6]
 - b. Valid Extended Producer Responsibility – Authorization of the **Producer** granted by CPCB in form 1(aa) in case the bidder is a Producer's authorized Collection centre
 - c. Valid Authorization of the **Dismantler** granted by concerned SPCB in case the bidder is a Dismantler's authorized Collection centre
 - d. Valid Authorization of the **Recycler** granted by concerned SPCB in case the bidder is a Recycler's authorized Collection centre
 - e. One time Authorization of the **Refurbisher** granted by concerned SPCB in Form 1(bb) in case the bidder is a Refurbisher's authorized Collection centre
 - f. Declaration from the Producer / Dismantler / Recycler / Refurbisher, as the case may be, that the authorization granted by CPCB / SPCB has neither been under suspension nor has been cancelled.

II. Dealer of authorized producer [Rule 7, 13(1)]:

- a. Authorization for the Dealer from - the CPCB authorized Producer.
- b. Valid Extended Producer Responsibility – Authorization of the **Producer** granted by CPCB in form 1(aa) in case the bidder is a Producer's authorized Collection centre.
- c. Declaration from the Producer that the authorization granted by CPCB has neither been under suspension nor has been cancelled by CPCB / SPCB.

III. Dismantler [Rule 10, 13(3)]:

- a. Valid Authorization of the **Dismantler** granted by concerned SPCB in case the bidder is a Dismantler's authorized Collection centre.
- b. Declaration from the Dismantler that the authorization granted by SPCB has neither been under suspension nor has been cancelled by CPCB/SPCB.

IV. Recycler [Rule 11, 13(3)]:

- a. Valid Authorization of the **Recycler** granted by concerned SPCB in case the bidder is a Dismantler's authorized Collection centre.
- b. Declaration from the Recycler that the authorization granted by SPCB has neither been under suspension nor has been cancelled by CPCB/SPCB.

V. Designated take back service provider of the producer [Rule 5(d), 5(g), 13(3)]:

- a. Authorization for the Designated take back service provider from - the CPCB authorized Producer.
- b. Valid Extended Producer Responsibility – Authorization of the Producer granted by CPCB in form 1(aa) in case the bidder is a Producer's authorized Collection centre.
- c. Declaration from the Producer that the authorization granted by CPCB has neither been under suspension nor has been cancelled by CPCB / SPCB.
- d. The transportation of e-waste shall be carried out as per the manifest system whereby the transporter shall be required to carry a document (three copies) prepared by the sender, giving the details as per Form-6. [Rule 19]

Any other condition if enforced by CPCB and/or SPCB i.e source and destination states at the time of delivery/transportation will also be applicable and binding and has to be complied by the successful bidder.

20. WCL shall not be responsible for any liability in respect of labour/employee appointed/engaged by the buyer for lifting of the materials. All formalities required under the provision of respective Labour Laws /Rules shall be duly and punctually observed/complied at their own cost and they alone shall be responsible and liable for punitive action/payment of any dues, compensation or any amount, required to be paid under any provisions of Laws/Rules in any case of noncompliance and default on the part of buyer. If WCL in any case is held liable under any Laws/Rules then in such cases the buyer shall not only make payment of such dues and/or caused but also be responsible for payments of damages to WCL.
All the persons entering into the mine premises shall have to comply with all the laws & rules w.r.t to the mines and as directed by mine manager.
21. At the time of obtaining delivery of any goods, the purchaser shall not be entitled to pick or choose any particular item or items from the lots sold to purchaser. The purchaser will have to operate the lot from one side of the heap until the entire quantity is lifted.
22. Purchasers are warned that any attempt to misuse gate pass, challan authorizing delivery or any such documents will make them liable to serious penalties or such other action as may be open to WCL. The purchasers should, therefore, ensure that important documents relating to sale are in the custody only of trustworthy and responsible persons.
23. Delivery of goods sold shall be granted as per the working hours of that particular location of WCL where the materials have been stored. Delivery will be permitted only on production of dispatch advice issued by the department concerned WCL as the case may be and a copy of authorization letter for taking delivery. Deliveries will not be given on Sundays or on any other days being holidays observed.
24. In case it is detected at any time that the buyer has loaded material and/or materials for which he is not the auction purchaser WCL will be within its rights to detain the truck, unload the materials at the cost and expenses of the buyer and take such other and further action as may deem fit and necessary for the purpose.

25. In the event of the buyers failure to fulfill any obligations under the general conditions of sale including default and/or failure on the part of the buyer to remove/lift the goods against any lots within the stipulated time after payment of the entire value, the sale of such lot shall be cancelled for the quantities not lifted by the buyer as on date. The entire amount in respect of the such lot, shall be forfeited and WCL will be entitled to re sell the goods through M/s Antares without any notice to the buyer. Moreover WCL shall be at full liberty to retain and/or adjust/or recover from Buyers any other amount lying with Antares /WCL to the buyer's credit either under those contract or in any other contract or any amount which may at any time become payable/refundable to the buyer either under this contract or any other contract. If any further amount is still found payable by /recoverable from the buyer on account losses or damages or claim or expenses that may be incurred by WCL, then , the buyer shall pay to WCL on demand and without any objection or demur ,such amount as demanded by WCL. The decision of WCL in regard to the actual losses incurred by WCL including the reasonableness of the rate at which WCL may resell the quantities shall be final and binding on the buyer, provided, if no loss is incurred by WCL, then the buyer shall only be entitled to the refund of the amount retained by the Antares / WCL by way of advance payment towards sale value (Excluding earnest money) without any interest thereon but not any other amount. Any gain on any resale as aforesaid shall, however, belong to WCL.

26. All auction-related complaints should be referred to Antares / WCL, immediately (before schedule end of the auction) by the parties concerned. Complaints pertaining to quality and quantity of materials available for delivery, difficulties in lifting etc should be referred directly to the designated Depot Officer / Staff Officer (MM) of the concerned area of WCL by the concerned buyer. In case the complaint is not resolved at this level, the same should be forwarded to GM (MM)HOD, WCL, Nagpur.

27. **Force Majeure condition** : "If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will the provisions of this clause abrogate or limit the effect of any other clause mentioned in this catalogue.

Service Provider/WCL shall not be liable for non performance of any contract either wholly or in part or any delay in performance resulting from or due to any cause beyond the control of Service Provider/WCL including fires, strikes go-slow lock-out closer, dispute with workmen, uncertain & unstable labour situation, power shortage, war, riots, civil commotion, pestilence epidemics, floods, accident, damages or accident to machinery, shortage of any raw materials, shortage of labour, government or railway restrictions, acts, demands/ requirements of governments force majeure or any circumstances beyond Service Provider/WCL's control whether directly due to or in consequences of the aforesaid causes or not AND the existence of such causes of consequences shall operate to extend the time of the performance on the part of Service Provider/WCL by such period as may be necessary to effect performance. After the cause of delay, Service Provider/WCL shall be entitled at any time on notice to the buyer to cancel any contract, the performance of which is likely to be delayed by any of the causes aforesaid and in such case the buyers shall have no claim upon Service Provider/WCL of any kind. The provisions of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written, nor will the provisions of this clause abrogate or limit the effect of any other clause mentioned in the general conditions of sale/catalogue of Service Provider/WCL.

28. Governing Law:This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

29. It is incumbent upon the buyer to avoid litigation and dispute during course of execution. However if such disputes take place between the buyer and WCL, Effort shall be made to settle the dispute/claims within 15 days of arising of the cause of dispute/claim failing which no dispute/claim of the buyer shall be entertained by WCL.

If the difference still persist, the settlement shall be resolved in the following manner:

Dispute relating to commercial contracts with central public sector enterprises/Govt departments (except Railways, Income Tax , Customs & excise duties)/State Public enterprises shall be referred by either party for arbitration to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as per circulars of DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018, 04.07.2018 and 11.07.2018

In case of parties other than Govt agencies the redressal of the dispute may be sought in the court of Law at Nagpur."

30. Delivery Order: On confirmation of receipt of Payment by the Subsidiary Co. / CIL HQ, the Service Provider shall issue a Delivery Order to the Buyer. A copy of the Delivery Order shall be endorsed to the GM (MM)/HOD of Subsidiary Co./CIL HQ.

The Delivery Order to be issued by the Service Provider should contain the following details:

- a) Delivery Order No. and date
- b) e-auction no. and date
- c) Lot number with location
- d) Description of Material.
- e) Buyer's name and address
- f) GST no. and PAN no. of the Buyer.
- g) Quantity sold with unit of measurement
- h) Rate at which sold/ Total payable amount
- i) Payment details with EFT ref. no. and date, if the same is collected by them
- j) Seller Details.

Sale Release Order (SRO) - On receipt of Delivery Order for the sold lot(s) from the Service Provider, the Sale Release Order shall be issued to the **Area General Manager/ Administrative Head** of the Stock holding Unit by the MM Department WCL HQ, with a copy to the Service Provider and the buyer.

31. Jurisdiction: The Court at Nagpur shall have exclusive jurisdiction.

32. Special instructions:

A. The Batteries (Management and Handling) Rules, 2001 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 have been reviewed in respect of disposal of used lead acid batteries and burnt oil etc.

The following eligibility criteria and documents are to be submitted by the bidders are as under:

(a) For lead acid batteries:

As per Batteries (Management and Handling) Rules, 2001, bulk consumers to their user units may auction used batteries to registered recyclers. [Cl. No. 10 (3)].

- i. A copy of valid registration with the Ministry of Environment and Forests or an agency designated by it for reprocessing used lead acid batteries or components thereof. [Cl. No. 9(1)].
- ii. A copy of the valid consents under Water (Prevention and Control of Pollution) Act, 1974, as amended and Air (Prevention and Control of Pollution) Act, 1981, as amended. [Cl. No. 9(1)a].
- iii. A copy of the valid authorization under Hazardous Wastes (Management and Handling Rules, 1989 as amended. [Cl. No. 9(1)b].i.e Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016
- iv. A copy of valid certificate of registration with District Industries Centre (DIC). [Cl. No. 9(1)c].
- v. A copy of the proof of installed capacity issued by either State Pollution Control Board/ DIC. [Cl. No. 9(1)d].
- vi. No Objection certificate from State Pollution Control Board.
- vii. The waste auctioned or sold shall be entered in the registration passbook and the copy of the same shall be submitted to the SPCB.

(b) For Hazardous and Other Wastes

As per Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, the hazardous and other wastes generated in the establishment of an occupier shall be sent or sold if required only to the genuine actual user/recycler/re-processors having valid authorization for managing hazardous and other wastes granted from the State Pollution Control Board SPCB. (This is as per the specific conditions in the authorization granted by SPCB for WCL mines.

- a. Consent to establish granted by the State Pollution Control Board under the Water (Prevention and Control of Pollution) Act, 1974 (25 of 1974) and the Air (Prevention and Control of Pollution) Act, 1981 (21 of 1981). [Cl. No. 6(a)]
- b. Consent to operate granted by the State Pollution Control Board under the Water (Prevention and Control of Pollution) Act, 1974 (25 of 1974) and/or Air (Prevention and Control of Pollution) Act, 1981, (21 of 1981). [Cl. No. 6(b)]
- c. The authorized actual user of hazardous and other wastes shall maintain records of hazardous and other wastes purchased in a passbook issue
- d. Handing over of the hazardous and other wastes to the authorized actual user shall be only after making the entry into the passbook of the actual user. [Cl. No.6(8)]
- e. The transport of the hazardous and other waste shall be in accordance with the provisions of

the rule, 2016 and the rules made by the Central Government under the Motor Vehicles Act, 1988 and the guidelines issued by the Central Pollution Control Board from time to time in this regard. [Cl. No. 18(1)]

- f. In case of transportation of hazardous and other waste for final disposal to a facility existing in a State other than the State where the waste is generated, the sender shall obtain 'No Objection Certificate' from the State Pollution Control Board of both the States. [Cl. No. 18(3)]
- g. In case of transit of hazardous and other waste for recycling, utilization including co processing or disposal through a State other than the States of origin and destination, the sender shall give prior intimation to the concerned State Pollution Control Board of the States of transit before handing over the wastes to the transporter. [Cl. No. 18(5)]
- h. In case of transportation of hazardous and other waste, the responsibility of safe transport shall be either of the sender or the receiver whosoever arranges the transport and has the necessary authorization for transport from the concerned State Pollution Control Board. This responsibility should be clearly indicated in the manifest. [Cl. No. 18(6)]
- i. The hazardous waste shall be sold if required only to the genuine actual user/recycler/re-processors having valid authorization for managing hazardous and other wastes granted from the State Pollution Control Board (SPCB). (This is as per the specific conditions in the authorization granted by SPCB for WCL mines.
- j. Any other condition if enforced by CPCB and/or SPCB i.e. source and destination states at the time of delivery/transportation will also be applicable and binding and has to be complied by the successful bidder.

B. Special terms and conditions for internet auction: Bandwidth problems, connectivity problems with the local ISP (internet service provider), slowness to access pages for downloading etc. are beyond the control of WCL and Antares Systems Ltd. Hence no responsibility and liabilities lies with WCL/ Antares Systems Ltd for the above problems, if any, faced by the bidders before/during the auction

C. Any bid placed using the bidder's username and password is unconditionally binding on the bidder to whom such username and password had been allotted and he shall be solely responsible for maintaining the confidentiality of the same and fully responsible for all activities that occur under their username and password. Hence the user is advised to check the username and password before the auction in order to familiarize them self with the same and is advised not to reveal it to anyone else so as to prevent misuse of the same. The bids made by the bidders against their username and password shall be irrevocable.

D. The bidders are advised to register and pre-qualify for bidding well in advance and place their bids early in order to take care of any unforeseen technical difficulty that might surface in the internet operations.

- i) Company name – ii)
- ii) Contact person – iii)
- iii) Address –
- iv) Contact no. –
- v) Fax no. –
- vi) Mobile no. - -
- vii) Email id –
- viii) Bank Name -
- ix) Branch Name –
- x) Account Type -
- xi) Account Number –
- xii) GSTIN / PAN No -
- xiii)** Company stamp and seal –

Service Provider/WCL shall not be liable for or be bound in any manner for representation or statement which are not contained in the condition of sale and/or catalogue or are contrary to or inconsistent thereof with purported to be made by the auctioneers, if any and/or any office of Service Provider /WCL.

All the goods tendered for sale by auction are only subject to availability at the time of auction.

NOTE:

Acceptance of the bids shall be as per "Policy for Disposal of Scrap" of CIL and its subsequent amendments. All provisions of "Policy for Disposal of Scrap" and its subsequent amendments are applicable, which is available on WCL's website "westerncoal.in" as well as CIL's website "coalindia.in"

GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE "SERVICE PROVIDER" PLATFORM

INTRODUCTION:

This Online Forward Auction is being conducted for Western Coalfields Ltd (hereinafter referred to as the "**Client**") on the Auction Platform of Antares Systems Ltd. (hereinafter referred as "**Service Provider**").

The General Rules and Regulations provided herein govern the conduct of on line forward Auctions arranged by "**Service provider**" on its Auction Platform. These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform. **Acceptance in-toto to these General Rules and Regulations governing conduct of online auctions, and Terms and Conditions for Sale of Materials by auction, of Western Coalfields Ltd is a pre-requisite for securing participation in the online auctions.**

The key terms pertaining to the online Forward Auctions are provided in the "**Annexure-D**". Prospective bidders are advised to read through the same.

ROLE OF "SERVICE- PROVIDER"

1. "Service Provider" is the agency (operator) primarily providing the service of the Forward auction to the "client".
2. Finalization of the auction items in consultation with the client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
5. Input of the Auction items and defining the bidding rule in the auction engine.
6. Enlarging the customer base by introducing new bidders.
7. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.
8. Providing access to the approved bidders to participate in the Auction.
9. Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfillment of the contract rests between the bidders and the client and the responsibility of the "Service Provider" shall be restricted to the extent of the services provided by them.

ROLE OF BIDDER The role of the bidder is outlined below:

- The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.
- The bidder would be provided access to the Auction through a "User ID" protected by a "Password". The bidder needs to ensure that the "User ID" and "Password" is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the "Service Provider" to keep their confidentiality. However it would be bidder's sole responsibility to ensure the security and privacy of the same and he/they would not hold the "Client" / "Service Provider" responsible in any manner whatsoever for any misuse of these user IDs and/or Password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Earnest Money Deposit (EMD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
- Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by "Client" / "Service Provider".
- In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.
- The bidders shall bid on the terms specified by the client & place their bid in the auction engine in the manner specified by "Service Provider". The bidders shall not stipulate any conditions on their own unless the terms of the client (the client's terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & "service provider" retains the right of rejecting these bids even without intimating the client.

BIDDING RULES

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide approved bidders with the information and terms specific to the auction in which they are bidding. This would include:

- Definition of the unit bidding.
- Start Time and duration of the auction.
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
- Start Bid Price.
- Specified Unit for Bidding.
- Price Increments and any reduction in the price increment in the auction in the event of inactivity.
- Other attributes (informational/non-negotiable in nature).

While it shall be the endeavor of "Service Provider" to specify these rules at the earliest for each online auction, the "Service Provider" shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding. These details would be available to the bidders on the Auction Engine at the time of bidding.

Participation in the auction process presumes complete awareness and understanding of the bidding rules.

CONDUCT OF THE AUCTION:

Only those bidders who have been approved by the "Client" and handed over stamped and manually signed "General Rules and Regulations governing conduct of online auction along with Letter of Interest, required EMD amount and other necessary documents to the "Client"/ "Service Provider" prior to the start of online auction will be given "Login ID" and "PASSWORD" to enable them view and participate in online auction.

The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as "START TIME", "DURATION", "END TIME" AND "AUTO EXTENSION FACILITY" Shall be specified separately for each Auction.

"Service provider" retains the right to cancel or reschedule the auction, with the approval of the Competent Authority of the Client, on any of the following reasons:

- The number of confirmed bidders is deemed insufficient to conduct the auction
- Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- There are no bids, which are equal to or below Start Bid Price.
- Any other reason, which in the opinion of "Service Provider" / "Client" requires such action to be initiated.

The duration of auction may also vary from the pre-specified period of time either on account of termination of the auction by "Service Provider" on the advice of the Client

OR

In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

OR

due to Auto Extension during the Auction, duration may increase from specified period.

In the event of any problems being faced in the smooth conduct of the auction, "Service Provider" with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

- Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date
- Cancellation of a bid
- Locking / deactivate a bidder's account (suspension of operations in the account), etc.

LIABILITY OF "SERVICE PROVIDER": "Service Provider" shall not be liable to the bidders participating in the auction or any other person(s) for:

- Any breach of contract by any of the parties in the fulfillment of the underlying contract.

RIGHT OF THE CLIENT:

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the client would be final and binding on the bidder in any such case.

CONFIDENTIALITY CLAUSE:

"Service Provider" undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions conducted with utmost trust and confidentiality.

JURISDICTION

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the materials are being sold.

Signed in acceptance of the above terms and conditions

Name:

Signature

Designation of signatory

Date

Place

Telephone / FAX no. _____

DEFINITION OF KEY TERMS**Auction**

Auction refers to a forum where the requirement for one/more lots of an item is stated and the participants (bidders) are required to bid down the price to be selected to supply the requirement.

Online Auctions.

Online auctions refer to those auctions conducted through the Internet with the bidders (from one or more locations) simultaneously bidding to be selected for supplying the item/s on auction. In other words, the venue for the auction is on an Internet website/ platform. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online auction.

Award at the Auction.

In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded all the units of the item being auctioned. The bidder quoting the highest price is normally allotted the item.

Client.

Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected item/s (Lot) to the bidders desiring to buy these items from the Client.

Bidder.

Bidder is the individual/business entity participating in the auction, intending to buy the item(s) from the Client. To become a Bidder in the auction, a business entity has to secure client approval for participation and also provide written assent to the General Rules and Regulations .

Auction Engine.

Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilisation of the same.

Timings of the Online Bid.

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Launch, operation, and closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

Preview Time.

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to provide Preview Time.

Start Time.

Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.

Duration of the Auction.

It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/extended. The conditions include:

- Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
- Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.

Auto Extension of the Auction Timings.

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally X minutes. "Service Provider" however retains the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

End of the Auction.

End of the Auction refers to the termination of the auction proceedings signaling an end to the price discovery process.

Auction Report.

"Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction.

IMPORTANT NOTE FOR BIDDERS

Only registered bidder of Antares Systems Limited will be eligible to participate in the auction, for new registration please call **Tele : +91-9674758506/9073677150/51/52 or mail at esale@etenderwizard.com / helplineesale@gmail.com**

For Participation Bidders have to fill in the forms with two copies of colored passport size photograph and the same to be send to the office of Antares Systems Limited. Bidder ID card will be issued for all bidders. For any problem in lifting the issues to be raised to the Depot Manager of the relevant stores and if the issues are not resolved then to be escalated to the Materials Manager.

