	WESTERNCOALFIELDS LIMITED **(A Subsidiary of Coal India Limited)** **CIN No.U10100MH1975GOI018626** **Office of the General Manager(MM)** **MATERIALS MANAGEMENT WING** **Coalestate,CivilLines,Nagpur-440001,Fax:0712-2510284** **Web-site: www.westerncoal.nic.in**	**Catalogue** FA32/26-27 MOEF

OFANo. **ASL/WCL/26-27/FA-32** DATED:30-10-2026

MATERIAL:	Old, Used & Unserviceable Items for E-Auction.
Auction Category	MOEF (**Only bidders possessing EPR Certificate are eligible to bid against the lots of Batteries and Burnt Oil)**
AUCTION DATE & TIME:	***18-11-2026 from 12.00 Hrs. to 15.00 Hrs.*** The closing time of an e-auction shall automatically be extended by 10 minutes for all e-auctions if a bid is received in last 10 minutes of closing of bid. 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 systems at least 2 days before the auction. 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)**
WCL Officer's Details:	Mrs. P Mounika [AM (MM)] Mob : 8275970144 Email : mounika.p06@coalindia.in Mr. Kiran Mane [AM (MM)] Mob : 8983343742 Email : kj.mane11@coalindia.in Mr. Satish Alugolu [Manager (MM)] Mob : 8275970242 Email : satish.alugolu@coalindia.in Shri. Navin Nischal [GM (MM) Stores] Mob : 9422135338 Email : gmmm-purchase.wcl@coalindia.in
Antares Systems Auction Team's Details:	Helpdesk No. (09073677150/151/152) (080 4935 2000) Ms. Saswati Majumder (Sr. Project Coordinator) (09674758722) ***Kolkata office address:*** ***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 material list
Pre-Bid EMD	*Pre-bid EMD of Rs. Rs. 200000.00 (Rupees Two Lakh only) against the auction to service provider, Antares Systems Limited as per clause no 10 given.*

Last Date for submitting Pre-Bid EMD	**16.11.2026 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 which is not registered under GST Act 2017.**
Bidder ID Card Form / Authorization 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 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 buyer i.e., buyer will send the scanned documents for authorization through 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 sent 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.2,00,000.00 (Rupees Two lakh only) against the auction** must be deposited online through the website after login. The Pre-Bid EMD of unsuccessful bidders immediate shall be refunded to unsuccessful bidder's wallet after closing of the auction. In case of successful bidder, the Pre-Bid EMD shall be retained by the Antares Systems Limited till the full payment of the Lots is submitted by the successful bidder to the WCL. Earnest money will not be adjusted in materials value payment.

  Note: For metal scrap, EMD release will be done only after submission of necessary proof related to deposit of GST TDS on GST portal.

- All interested bidders participating 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.

- **Only bidders possessing EPR Certificate are eligible to bid against the lots of Batteries and Burnt** Oil

- Bidder mandatorily should e-mail the payment transaction details along with the lot details to WCL (Western Coalfields Limited) on e-mail address gmmm-purchase.wcl@coalindia.in, satish.alugolu@coalindia.in, mounika.p06@coalindia.in and kj.mane11@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 ANDWHICH

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 for Material Inspection Location Wise.

Sl. No	Area	Name of the Officer	Office Phone	Mobile Nos
1	Nagpur	Shri. Alok Kumar, Staff Officer/Manager(MM)	0712-2649299	9403310224
		Shri. Ajinkya Sagane, Assistant Manager (MM)		8237463703
		Shri. Sameer Kumbhalwar, Depot Officer/Assistant Manager (MM)		7977741890
2	Chandrapur	Shri.Swapnil Mangare, Staff Officer/Manager(MM)	07175-285019	8275967121
		Shri.Surya. R, Depot Officer/Assistant Manager (MM)		9629626516
3	Majri	Shri.Krishnappa Kattimani, Staff Officer/ Manager(MM)	07172-271036	9424900576/ 8275967521
		Shri.Manohar R, Depot Officer/Assistant Manager (MM)	07175-280470	9483005415
4	Wani	Shri Rajendra N Patel, Staff Officer/Sr. Manager (MM)	071725-237026	9438877406
		Shri. Samyak Darunde, Depot Officer/Assistant Manager (MM)		7204677484
5	Wani North	Shri. Mayuresh R.Banchod, Staff Officer/Manager(MM)	07329-241343	9923684289
		Shri. Nitin Patel, Depot Officer/MT (MM)	07329-241025	7020115272
6	Central Workshop Tadali	Shri. Shailesh Nimbale, Staff Officer/ Manager(MM)	07172-237057	8087569015
7	Central Stores Tadali	Shri. Harish Kandula, Depot Officer/Manager(MM)	07172-237026	9623386330 /8275969138
		Shri. Jithin K.V,Assistant Manager (MM)		8129223205
8	Ballarpur	Shri.Mukesh Khobragade, Staff Officer/Manager(MM)	07173-230956	9860353805
		Shri.G.Himanshu, Depot Officer/Assistant Manager (MM)		9492073252
9	Umrer	Shri Vipin Ghajdhiye , Staff Officer/ Manager(MM)		8275970310
		Shri Swapnil Dhok, Depot Officer/ Asst. Manager (MM)	07161-247181	9010208572
10	Pench	Shri.Mandar Patil, Staff Officer/Dy.Manager(MM)		6260565123
		Shri Devendra Thakur, Depot Officer/Chief Manager (Min)		6260565401
		Shri Bhushan Vinay, MT (MM)		7743829372
11	Kanhan	Shri. Avikant Khobragade, Staff Officer/Sr.Manager (MM)		6260565180
		Shri Tanveer Alam, Depot Officer/Dy. Manager (C.P)		7587595310
12	Pathakhera	Shri.Ujwal Rane, Staff Officer/Dy.Manager(MM)	07146-271364	8275968212 /7354980737
		Shri Shubham Singh, Assistant Manager (MM)		8103982627

Materials List: - FA32/26-27 MOEF

Sr. No	Lot No	Description	Qty	Unit	Location
1	2026/NAG/029	SCRAP ARISING OUT OF OLD USED & DAMAGED PVC ARMOURED CABLE (COPPER/ALUMINIUM)	2	MT	GONDEGAON OCM STORE , NAGPUR AREA
2	2026/CHA/008	OLD & USED BURNT OIL BARRELS - 100 BARRELS	21000	LTRs	DURGAPUR WORKSHOP (EXCV), DURGAPUR OCM, CHANDRAPUR AREA
3	2026/CWS/001	OLD, USED AND UNSERVICEABLE BURNT OIL STORED IN 210 LITRES CAPACITY BARRELS. TOTAL 24 BARRELS.	5040	LTRs	CENTRAL WORKSHOP, TADALI
4	2026/CWS/002	COPPER SCRAP ARISING OUT OF OLD, USED AND UNSERVICEABLE ARMATURE COILS, COPPER COILS OF MAIN POLES & INTER POLES AND COPPER CABLES OF AC/ DC MOTORS/ GENERATORS OF HEMMs.	3	MT	STORE, CENTRAL WORKSHOP, TADALI
5	2026/CWS/003	ALUMINIUM SCRAP ARISING OUT OF OLD, USED AND UNSERVICEABLE TRANSMISSIONS, TORQUE CONVERTORS, PUMPS, TURBINES, STATORS AND ENGINE PISTONS, TURBO CHARGERS, INTAKE MANIFOLDS, OIL PANS ETC.	5	MT	STORE, CENTRAL WORKSHOP, TADALI
6	2026/BAL/021	OLD USED & UNSERVICEABLE BURNT OIL (SCRAP) STORED IN BARRELS OF 210 LTR CAPACITY EACH	6300	LTRs	UNIT WORKSHOP, SASTI OCM, BALLARPUR AREA
7	2026/MAJ/007	OLD, USED & UNSERVICEABLE CONTAMINATED BURNT OIL IN 210 LTR CAPACITY BARREL OF HDPE/MS BARRELS IN SOFT CONDITION AS ON WHERE BASIS OF APPROX QUANTITY AND ANTICIPATED QUANTITY FROM UNITS	27300	LTRs	REGIONAL STORES, MAJRI AREA
8	2026/MAJ/008	OLD USED & UNSERVICEABLE BATTERIES OF DIFFERENT CAPACITIES IN AS IS WHAT IS CONDITION: (A) 75 AH/ 80 AH BATTERIES = 21 NOS; (B) 120 AH/ 130 AH BATTERIES = 11 NOS; 180 AH/ 200 AH BATTERIES = 43 NOS	75	NOs	REGIONAL STORES, MAJRI AREA
9	2026/CHA/003	MIXED LOT CONSISTING OLD & USED UNSERVICEABLE BATTERY: (A) 12VX25/27 PLATES = 171 NOS; (B)12VX17/19 PLATES = 25 NOS; (C)12VX40/42AH = 14 NOS; (D) MF 702/OTHERS = 02 NOS; 12VX75 D31 R = 01 NO	213	NOs	REGIONAL STORES, DURGAPUR, CHANDRAPUR AREA
10	2026/CHA/004	OLD & USED UNSERVICEABLE BATTERY 12V X 25/27 PLATES = 60 NOS	60	NOs	REGIONAL STORES, DURGAPUR, CHANDRAPUR AREA
11	2026/CHA/005	USED RUSTED EMPTY STEEL DRUMS REMOVED FROM PANTOON (210 LTRS)	175	NOs	REGIONAL STORES, DURGAPUR, CHANDRAPUR AREA

12	2026/BAL/005	OLD USED UNSERVICEABLE BATTERIES 12V, 200AH	40	NOs	GOURI DEEP OCM , BALLARPUR 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 Limited 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 itself/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 login with OTP.

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 what so ever in the expressions.

Weighment at WCL Weigh Bridge shall be final and binding for the scrap materials sold by weight. In case the quantity on actual count, **weighment** or measurement, as the case may be, works out to be less than the quantity tendered/indicated in the sale order, **WCL/Antares Systems Limited 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 (Post receiving confirmation from WCL) through lot confirmation letter, e-Mail 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 anytime without assigning any reason thereof.

8. All lots will be sold subject to approval by WCL. WCL reserves to itself the right without any delegation:

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. 200000.00 (Rupess Two Lakh Only) against the 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 acknowledgement of the transaction – online before the closing date of EMD submission.

It is the responsibility of the bidder to submit the EMD in time and correctly. If any payment receipt is delayed, service provider, 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 full payment (Total Material Value and applicable GST/TCS/TDS), the EMD of the successful bidder shall be refunded by the Service Provider.

Note: For metal scrap, EMD release will be done only after submission of necessary proof related to deposition of GST TDS on GST portal.

(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 06months 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 'clause13'.

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 Terms:

A. Lots Valued upto Rs. 25 (Twenty-Five) Lakhs—Full Upfront Payment

Where the total lot value is Rs. 25 (Twenty-Five) Lakhs or below, the Successful Buyer shall deposit 100% of the Sale Value of the lot (i.e Material Value along with applicable GST and/or TCS) in a single upfront payment to WCL HQ through NEFT/RTGS, within 21 (Twenty-One) days from the date of intimation.

Upon confirmation of receipt of such full payment by WCL HQ, a Sale Release Order shall be issued directly to the Successful Buyer without the requirement of a Sale Order.

Delayed payment upto 1 week is allowed with imposition of penalty of 1% of unpaid material value (excluding the GST & TCS).

In case the Buyer fails to deposit the full upfront payment within the prescribed period, it will be presumed that he has abandoned the lot, the sale shall be treated as cancelled, and his EMD shall be forfeited. Further, the defaulting Buyer shall be debarred from participating in the e-auction of WCL for 6 months from the date of communication of banning order issued by WCL.

B. Lots Valued above Rs. 25 (Twenty-Five) Lakhs

i. <u>Security Deposit</u>

Security Deposit of 25% of Sale Value (i.e Material Value along with applicable taxes) 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 ₹ 10 (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 furnish the Security Deposit 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 communication of banning order issued by WCL.

The request for extension of deposition of Security Deposit may be considered by WCL HQ after levying penalty (1% of the security deposit amount excluding taxes) with the approval of concerned GM (MM/HOD)-Stores for maximum 7 days.

ii. <u>Sale Order</u>

On confirmation of receipt of Security Deposit amount by WCL, the service provider M/s Antares Systems Ltd will issue the Sale Order to the Successful buyer, under intimation to WCL, clearly indicating Payment terms for Balance Material Value and the due date for the same.

iii. <u>Balance Payment</u>

Balance 75% Payment for the full value of the lot (along with GST and /or TCS) shall be deposited by the Buyer to WCL HQ through NEFT/RTGS as per following schedule from the date of Sale Order:

Balance Payment (in₹)	Submission from the Date of Sale Order
Less than ₹50 Lakhs	15 days
50 Lakhs - 2Crores	30 days
Greater than 2 Crores	45 days

For delayed payment, penalty of 1% of unpaid material value (excluding the GST & TCS) per week or part thereof will be leviable for delayed period, for next 4 weeks with approval of GM (MM/HOD)-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 communication of banning order issued by WCL HQ.

Note: 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 in to termination of the contract and forfeiture of Pre-Bid EMD and Security deposit.

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

Name of Beneficiary :- Western Coal Fields Ltd
Bank Name :- StateBankofIndia
Branch :- CoalEstate,CivilLines,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.

b. Applicable GST and cess (wherever applicable on original amount and penalties if any), Taxes & Duties and 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. 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 weigh bridge 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 person 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:

The successful bidder / his authorized representative will be allowed a free delivery period of 45 days from the 10th day of issue of Sale release Order (SRO) including the lots of up to 100 MT/ 100 KL for a single SRO. For each additional 100 MT/ 100 KL or part thereof, 15 days extra delivery period shall 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 CS/CWS and GM (MM/HoD) - 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, 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 weighment 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., WCL HQ. The buyer shall file any request for extension of delivery period within 7 (seven) days from the date of expiry of the free delivery period (or the applicable extended delivery period, as the case may be). A request filed within this prescribed timeline shall be treated as a "timely-filed request" for the purposes of this clause.

b) Where the buyer files an extension request after the prescribed 7 working day window, the request may still be entertained, however the period of delay in filing (i.e. the number of days beyond the 7 working day window) shall be deducted from the extension period granted. Such a request shall be treated as a "late-filed request" and shall not be eligible for the protections under Clause Protection During Pendency.

c) **Extension with Ground Rent (Upto10 Weeks) – Area Level**

Further, extension of Lifting / Delivery Period, up to 10 weeks beyond normal delivery period with ground rent as per Clause 16.2 (to be calculated from the date of expiry of free delivery period for the left-out materials), shall be granted by the concerned GM of the area / Administrative Head of CS/CWS or GM(MM/HoD)-Stores in case of WCL HQ. The Area shall process and communicate the decision to the buyer within 7 (seven) days of receipt of the request.

d) **Extension Without Ground Rent–Director Level**

All cases of extension of delivery period without ground rent shall be granted with the concurrence of Finance and approval of the Director (Tech).

e) **Protection During Pendency of Timely-Filed Requests**

Where the buyer has submitted the extension request within the prescribed time as mentioned in Clause 16.1 (b) and the approval is pending due to internal processing delays on the part of the seller (including but not limited to delay by the Area in processing or forwarding, delay in obtaining Finance concurrence, or delay in obtaining approval of the competent authority), the following protections shall apply:

I. The delivery period shall be deemed to remain in force (status quo) from the date of filing of the extension request until the date of communication of the decision to the buyer.

II. No ground rent shall accrue during the period of such internal processing delay, provided the buyer has filed the request within the prescribed time.

III. No forfeiture proceedings shall be initiated against the buyer during the pendency of a timely-filed extension request.

IV. Upon grant of the extension, the buyer shall be given the full extended delivery period from the date of communication of approval, without any deduction for the internal processing time.

f) **Forfeiture:** After expiry of the extended delivery period, the material value of the un-lifted quantity shall stand forfeited, and the party shall not be allowed any lifting.

g) **Extension due to Force Majeure or Unforeseen Situations:**

In cases where delay in lifting/ delivery is attributable to force majeure conditions beyond the control of the Seller/Purchaser, a further extension of the delivery/lifting period without levy of ground rent may be granted, subject to the concurrence of Finance and approval of the Director (Technical), with proper justification recorded in writing.

In cases where such delay is attributable to unforeseen circumstances faced by the Seller/Purchaser, a similar extension without levy of ground rent may likewise be granted, subject to financial concurrence and approval of the Director (Technical), with proper justification recorded in writing.

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

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, 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.

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 Way Bill: WCL / Antares Systems Limited 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/ Antares Systems Limited is not legally 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.

16.4 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, Area General Manager / Administrative head in case of CS/CWS and GM (MM/HoD) - Stores 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 Cutting permission, if required shall be given by asset holder after assessing safety, Security aspects on the location.

d. 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.

e. 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, **Tyres, Oil Contaminated Plastic Barrels and Metal Barrel**s 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, used oil, oil contaminated plastic barrels, oil contaminated metal barrels, tyres 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 and Antares Systems Limited 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 as per the directions of (WCL) as it 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 center 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/refurbished [Rule6(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/refurbished [Rule6, 13(1)-13(4)]:

a. Authorization for the Collection Centre from-the CPCB authorized Producer/SPCB authorized Dismantler/SPCB authorized Recycler/SPCB authorized Re-furbisher [Rule6]

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 center

c. Valid Authorization of the **Dismantler** granted by concerned SPCB in case the bidder is a Dismantler's authorized Collection center

d. Valid Authorization of the **Recycler** granted by concerned SPCB in case the bidder is a Recycler's authorized Collection center

e. One-time Authorization of the **Refurbished** granted by concerned SPCB in Form 1(bb) in case the bidder is a Refurbisher's Authorized Collection center

f. Declaration from the Producer / Dismantler / Recycler / Refurbished, 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 [Rule7, 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 center.

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 [Rule10, 13(3)]:

a. Valid Authorization of the **Dismantler** granted by concerned SPCB in case the bidder is a Dismantler's authorized Collection center.

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 [Rule11, 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 [Rule5(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 compiled by the successful bidder.

20. Sale of Vehicles

The vehicles which have been surveyed off will be auctioned only to bidders possessing a valid **Registered Vehicle Scrapping Facility (RVSF) Certificate**. For purchase of Old & used Vehicles, the prospective bidders must have registration certificate for vehicle scrapping issued by State Government or Union Territory Government and must own and operate a Registered Vehicle Scrapping Facility. The certificates must be **valid** on the date of **e-auction** as well as on the **date of lifting** of the vehicles.

Regarding Scrapping of vehicles, the buyer has to abide by the detailed procedure laid down in Motor Vehicles (Registration and Functions of Vehicle Scrapping Facility) Rules, 2021 dated 23.09.2021 issued by Ministry of Road, Transport and Highways (MoRTH), GoI and its amendments issued from time to time. Moreover, **Western Coalfields Limited** and **Antares Systems Limited** wouldn't have any liability for the same.

The buyer has to issue 'Certificate of Deposit' to recognize the transfer of ownership of the vehicle from WCL to the buyer for further treatment.

All the guidelines issued by Government of India with respect to disposal of scrap vehicles, from time to time will be applicable.

Note:

1. "Registered Vehicle Scrapping Facility" means any establishment which holds a Registration for Vehicle Scrapping issued under these rules for carrying out dismantling and scrapping operations.
2. "Certificate of Deposit" means the certificate issued by the Registered Vehicle Scrapping Facility to recognize the transfer of ownership of the vehicle from the registered owner to the Registered Scrapper for further treatment.

21. WCL/Antares Systems Limited 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. In the event of the buyer's 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 such lot, shall be forfeited and WCL will be entitled to re sell the goods through M/s Antares Systems Limited's auction portal 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 Systems Limited/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 Systems Limited / 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.

27. All auction-related complaints should be referred to M/s Antares Systems Limited/ 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)/Stores HOD, WCL, Nagpur.

28. 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 theotherinrespectofsuchnon-performanceordelayinperformance,anddeliveriesunderthecontractshallbe 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 nonperformance 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.

29. 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.

30. It is incumbent upon the buyer to avoid litigation and disputes during the course of execution. However, if such disputes take place between the buyer and CIL or its Subsidiaries, effort shall be made to first settle the disputes mutually.

Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

31. Delivery Order: On confirmation of receipt of Payment by WCL 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) - Stores of WCL.

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 buyer by the GM (MM/HoD) – Stores or his authorized representative, with a copy to the Service Provider and concerned Area GM/Administrative Head of the department (For HQ).

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

33. Special instructions:

A. The Batteries (Management and Handling) Rules, 2001 and Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016 and its subsequent amendments issued in 2022 & 2023 have been reviewed in respect of disposal of used batteries, used oil and Tyres etc.

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

1. Instructions For Batteries:

As per Battery Waste Management Rules 2022, the term "Battery" means new or refurbished cell and/or Battery and/or their component, including accumulator, which is any source of electrical energy generated by direct conversion of chemical energy and includes disposable primary and/or secondary battery.

All types of batteries regardless of chemistry, shape, volume, weight, material composition and use are covered under The Battery Waste Management Rules, 2022.

As per Batteries (Management and Handling) Rules, 2001 and Battery Waste Management Rules 2022, bulk consumers to their user units may auction used batteries to registered recyclers.

- **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 Trans boundary 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.
- **viii.** Authorized recycler must be registered under CPCB Extended Producer Responsibility guidelines and must have a valid EPR certificate at the time of auction.
- **ix.** Authorized recyclers must submit all the statutory returns as per the frequency (quarterly and Annual returns) as prescribed in Batteries Waste Management rules 2022 and its subsequent amendments.

B. Instructions for Hazardous Waste (Applicable to all types of Hazardous Waste):

As per Hazardous and Other Wastes (Management and Trans-boundary 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, (21of 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, 2016and 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 Vehicle to be used for transportation of Hazardous waste must be registered with State Pollution Control Board and labeling of the vehicle must be as per the provisions of Hazardous Waste Management and Handling rules and its subsequent amendments.

j. 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.)

(a) Specific instructions for Used Oil/Burnt Oil

As per the Hazardous and Other Wastes (Management and Trans boundary Movement Rules and its amendment rules issued in September 2023, the Extended Producer Responsibility (EPR) for Used oil was incorporated as Chapter VII of Hazardous Waste (Management and Trans-boundary movement) rules 2016. All the used oil recyclers must ensure the following:

a. Authorized recycler must be registered under CPCB Extended Producer Responsibility guidelines and must have a valid EPR certificate at the time of auction

b. Ensure that the facility and recycling processes are in accordance with these rules

c. Ensure that no damage is caused to the environment during storage, transportation and recycling of used oil

d. Ensure that the residue generated during the recycling process is disposed of in accordance the said rules

e. Filing quarterly returns in the prescribed form on the portal on or before the end of the month succeeding the quarter to which the returns relate

f. Filing annual returns in the prescribed form provided on the portal on or before 30th June following the financial year to which that return relates.

(b) Specific instructions for Tyres

As per Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules 2022, the clause of Extended Producer Responsibility (EPR) and the utilization and management of Waste Tyre was incorporated as Schedule IX of Hazardous Waste (Management and Trans-boundary movement) rules 2016. As per these rules, the following are the responsibilities of the recycler:

(1) All the recyclers shall submit on monthly basis the information regarding quantity of waste tyres used and end product produced, EPR certificate sold and such other relevant information on the portal.

(2) All the recycler shall file annual and quarterly returns in the Form as specified on the portal on or before the end of the month succeeding the quarter to which the return relates.

Details regarding the EPR for producer and recyclers such as SOP, Instruction guidelines, Framework for

Registration of different stakeholders on the Portal etc., are given on CPCB EPR portal (https://eprtyres.cpcb.gov.in/).

C. 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 Limited. Hence no responsibility and liabilities lies with WCL/ Antares Systems Limited for the above problems, if any, faced by the bidders before/during the auction

D. 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.

E. 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) Contact person–
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 "Uniform Policy for Disposal of Scrap 2026" of CIL and its subsequent amendments. All provisions of "Uniform Policy for Disposal of Scrap 2026" 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 **"WCL''**) on the Auction Platform of Antares Systems Limited (hereinafter referred as **"Service Provider"/"Antares Systems Limited"**).

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 Provide" is the agency (operator) primarily providing the service of the Forward auction to the "WCL".
2. Finalization of the auction items in consultation with the WCL.
3. Defining of bidding rules for each auction in consultation with the WCL.
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 WCL.
8. Providing access to the approved bidders to participate in the Auction.
9. Summarizing the Auction proceedings and communicate the outcome to the WCL.

The responsibility of fulfillment of the contract rests between the bidders and the WCL 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 "WCL" / "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 WCL 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 WCL. 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 "WCL"/"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 WCL & 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 WCL (the WCL'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 WCL.

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.
- Specified Unit for Bidding.
- Other attributes (informational/non-negotiable in nature).

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

CONDUCT OF THE AUCTION:

Only those bidders can participate who have been approved and who have submitted required EMD amount and other necessary documents prior to the start of 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 WCL.

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 WCL
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 WCL, shall have the right to undertake one or more of the following steps:

- Cancellation/premature termination of the auction with/without a subsequent re-run 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 in any case to the bidders or 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/ or conduct of Auction.

RIGHT OF THE WCL:
WCL 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 WCL 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 WCL 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.

ANNEXURE

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/Lots) 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**.**

WCL
WCL 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 WCL.

Bidder
Bidder is the individual/business entity participating in the auction, intending to buy the item(s) from the WCL. To be become a Bidder in the auction, a business entity has to secure WCL 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 utilization 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).

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 (InactivityTime)
- 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 WCL containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the WCL 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: +91-9674758722/9073677150/51/52 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 the bidders.