Auction Notice

General Detail

Office/Zone : Ministry of Coal
-Materials Management
-Western Coalfields Ltd

Seller/Auctioneer Name : Ponnam Mounika-Auctioneer

Reference No. : FA33/26-27 NON HEMM

Category : Metallic

Auction Brief : Iron & Steel Scrap

Auction Detail : Online Forward Auction for Disposal of Old, Used and Unserviceable Iron & Steel Scrap

Project Location - Pin Code :

#	Pin Code	City	District	State
1	442905	Chandrapur	Chandrapur	MAHARASHTRA
2	442701	Chandrapur	Chandrapur	MAHARASHTRA
3	442706	Chandrapur	Chandrapur	MAHARASHTRA
4	445304	Yavatmal	Yavatmal	MAHARASHTRA

Bid Submission Rule

Bidding Access : Open

Reserve Price : Applicable

PQ Submission Start Date and Time : 14/11/2026 12:00

PQ Assessment End Date and Time : 23/11/2026 20:00

Item wise Time : Yes

Set PQ Validation : Yes

PQ Submission End Date and Time : 20/11/2026 18:00

EMD/Post Event Deposit

Allow EMD	: Yes	**EMD Mode**	: Online
EMD	: 100000.00	**EMD Payment Start Date}**	: 24/11/2026 10:00
EMD Payment End Date	: 30/11/2026 18:00		

Auction Timing rule

Auction Start Date & Time	: 03/12/2026 12:00	**Auction End Date & Time**	: 04/12/2026 18:00
Auto Extension	: Applicable	**Auto Extension Mode**	: Unlimited
Bidding Template	: Metallic		

Business Rules

Sr.No.	Item Name	Opening Price (Rs)	Increment Price (Rs)
1	2026/BAL/022	233.00	1.00
2	2026/BAL/023	15,560.50	1.00
3	2026/BAL/024	15,560.50	1.00
4	2026/BAL/025	14,050.50	1.00
5	2026/BAL/026	14,050.50	1.00
6	2026/WNO/017	14,050.50	1.00

Download Document

Auction Document(s) : Download

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: 0712-25102842522061,
email: gmmm-purchase.wcl@coalindia.in
Website: www.westerncoal.nic.in

E-AUCTION NOTICE FOR DISPOSAL OF SCRAP

Ref No. GeM/WCL/26-27/FA - 33

SECTION I: INVITATION FOR BIDS (IFB)

1. WCL herein after referred to as "Seller", invites online bids through GeM (Government e- Market place) Forward e-Auction from eligible bidders for disposal of scrap like unserviceable HEMM/UGMM, Non–HEMM scrap, hazardous scrap, e-waste and miscellaneous articles available at different locations of WCL on "AS IS WHERE IS BASIS" as per GeM Forward Auction Terms and Conditions and ATC (Section IV) of this e-auction document.
2. The complete e-auction document shall be available in the GeM Forward Auction portal https://forwardauction.gem.gov.in/eprocure/home for downloading and submission of offer. The complete e-auction document shall also be available on WCL's website https://westerncoal.in/hi/auctions?tab=scrap&page=1&pageSize=5 .
3. The key indicators of the e-auction are given below,

S.No	Key indicator	Details
1	Auction ID	43125
2	Pre-Bid EMD	The interested bidders have to deposit the pre-bid EMD of **Rs. 1,00,000/- (Rs. One lakh)** against particular auction to GeM through online mode only.
3	Registration	Only GeM Forward Auction registered buyers.
4	Bid Evaluation	**Item wise**: Highest Bidder (H1) generated for each Lot Number from the listed items available
5	GST registration of bidder	Compulsory
6	Type of Scrap	M S Scrap (Non-hazardous)

4. Time schedule of the e-auction shall be as under,

S.No	Event list	Date & Time
1	Physical Inspection of Scrap Lots	Till one day prior to the auction date as per applicable terms and conditions of e-auction
2	Pre Qualification submission start date and time	14.11.2026 from 12.00 Hrs IST
3	Pre Qualification submission end date and time	20.11.2026 to 18.00 Hrs IST
4	Pre Qualification validation end date and time	23.11.2026 to 20.00 Hrs IST
5	Pre-Bid EMD payment start date	24.11.2026 from 10.00 Hrs IST

6	Pre-Bid EMD payment end date	30.11.2026 to 18.00 Hrs IST
7	Auction start date	03.12.2026 from 12.00 Hrs IST
8	Auction Close date	04.12.2026 to 18.00 Hrs IST

5. This e-auction document is further divided into following Sections,

Section–I	Invitation for Bids (IFB)
Section–II	Instructions to Bidders(ITB)
Section–III	Special Note for Information of Bidders
Section- IV	Additional Terms and Conditions of Contract (ATC)
Section-V	Details of Lot (s)
Annexure–1	WCL (i.e. Seller) Bank A/C details for submission of payments by bidders.
Annexure–2	Mandate form for providing bank details for electronic payment

6. In case any support with the bid, the undersigned officers may be contacted. However, prospective Bidders are requested to contact GeM help desk for all technical help related to forward e-auction in GeM. To participate in this e- Auction, the Bidders should get registered on GEM Portal via link https://forwardauction.gem.gov.in/eprocure/bidder-registration to obtain the username & password. In case of any queries relating to registration and participation, bidder may send the same by e-mail to helpdesk- gem@gov.in or may contact GeM Team on phone no. 1800-419-3436 & 1800-102-3436.

Contact Details of WCL representatives:

1) Shri. Satish Alugolu
Manager (MM) - Stores
Mob No - 8275970242
Email - satish.alugolu@coalindia.in

2) Smt. Ponnam Mounika
Asst. Manager (MM) – Stores
Mob No – 8275970144
Email - mounika.p06@coalindia.in

3) Asst. Manager (MM) – Stores
Mob No – 8983343742
Email – kj.mane11@coalindia.in

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Firstly, the interested bidders are required to register themselves in GeM Forward e- Auction as per process and guidelines provided in GeM. The procedure can also be downloaded from the following link.

   "https://gem.gov.in/training/training_module"

   GeM regularly updates their procedures; as such bidders are requested to familiarize themselves thoroughly through the learning portal of GeM online before participating in GeM Forward e-Auction. To participate in this e-Auction, the Bidders should get registered on GEM Portal via link https://forwardauction.gem.gov.in/eprocure/bidder-registration to obtain the username & password. In case of any queries relating to registration and participation, bidder may send the same by e-mail to helpdesk-gem@gov.inor may contact GeM Team on phone no. 1800-419-3436 & 1800-102-3436.

2. Once logged in, the bidder can search for the bid by Auction ID/Organization Name. Search for the Auction ID as mentioned in this notice in order to participate in the bid. As such, all buyers shall have to agree all Additional Terms & condition of WCL for participating in the forward auction in GeM portal.

3. The offers have to be submitted online in GeM Forward Auction portal https://forwardauction.gem.gov.in/eprocure/home against forward e-auction ID. The bidders shall enroll/register on the above portal to submit their bid against the auction. All e- auctions in GeM will follow the procedure laid therein in GeM forward e-auction and will conform to GeM terms and conditions for forward auction.

4. In this regard the bidder will be required to accept the terms and conditions of the Auction ID through "Accept T&C" link provided in the dashboard after which the bidder will be allowed to enter the bidding hall.

5. The offer should be submitted strictly as per the terms and conditions and procedures laid down in the website https://forwardauction.gem.gov.in/eprocure/home against forward auction ID failing which the offer is liable for rejection. Bidders are requested to read this document carefully before filling the details and submitting any document.

6. **Language**: The language of the bid shall be English. All documents uploaded should also be in English language if any. In case the original document is in a different language, self- certified English translation must be furnished which shall govern the interpretation of bid.

7. **Communication:** All communication sent by WCL as well as the GeM through post/e-mail shall be deemed as valid communication. All notices to the bidders shall be sent only by e-mail during the process of finalization of auction by WCL as well as notices sent by GeM.

   All official communications from WCL shall be vide email IDs: mounika.p06@coalindia.in; kj.mane11@coalindia.in; satish.alugolu@coalindia.in; gmmm-purchase.wcl@coalindia.in .

8. Bidder must be extremely careful to avoid any wrong bidding (whether typographical or otherwise). They must check and rectify their bid (if required) before submitting their bid in the live e-auction floor by clicking bid button. 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). The bidders must always ensure to keep their e-mail address valid failing which WCL shall not be responsible for non-receipt of e-mail from WCL. It is the responsibility of the bidder 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 which may be downloaded.

9. All bidders have to submit pre-bid EMD to GeM (through online) for participation in the bidding process.

10. Bidders who defaulted in the previous occasion or have been black-listed/ banned already by WCL are being cautioned/instructed not to participate in the forward e-auction conducted by WCL during the banning period. In case during the period of banning, offer of such bidders received, their offer shall be rejected.

11. At the time of payment of due sale to WCL, the successful bidder(s) has to communicate the Bank Mandate details as per requisite format (Annexure-2).

12. 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 GeM. Hence no responsibility and liabilities lies with WCL/GeM for the above problems, if any, faced by the bidders before/during the auction.

13. 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.

14. Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law at Nagpur.

15. It is the sole responsibility of the bidders to go through the necessary requirements, documentations, communications as per terms and conditions satisfy themselves before participating in the e-auction process.

16. Either Seller or Service provider (GeM) or both can reserve the right to black list, debar any bidder/buyer for any act of suppression of fact, misinformation or misconduct or omission or commission or indulgent of any type of fraudulent activity before or during or after in case of e-auction process either completely or for specific time period.

17. All the terms & conditions of e-auction process & delivery of the material as modified and notified to service provider by the seller or Principle from time to time shall be binding on the bidders.

NOTE:

Acceptance of the bids shall be as per "Uniform Policy for Identification of Obsolete Items and their Disposal" and "Uniform Policy for Disposal of Scrap" of CIL and their subsequent amendments, which are available on CIL's website www.coalindia.in under Info Bank section, Manuals head.

SECTION III: SPECIAL NOTE FOR INFORMATION OF BIDDERS

1. 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 C1 India 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 C1 India Private Ltd as per the directions of (WCL) as it may be deemed fit.

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

Special Instructions:

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:

A. 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/).

2. 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.

VI. 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.

3. 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 **GeM** 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.

4. Special terms and conditions for online 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 GeM. Hence no responsibility and liabilities lies with WCL/GeM for the above problems, if any, faced by the bidders before/during the auction

5. 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.

6. 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.

7. It is the sole responsibility of the bidders to go through the necessary requirements, documentations, communications as per terms and conditions satisfy themselves before participating in the e-auction process.

8. Either Seller or Service provider (GeM) or both can reserve the right to black list, debar any bidder/buyer for any act of suppression of fact, misinformation or misconduct or omission or commission or indulgent of any type of fraudulent activity before or during or after in case of e-auction process either completely or for specific time period.

9. All the terms & conditions of e-auction process & delivery of the material as modified and notified to service provider by the seller or Principle from time to time shall be binding on the bidders.

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 "www.westerncoal.in" as well as CIL's website "www.coalindia.in".

SECTION IV: ADDITIONAL TERMS & CONDITION OF E-AUCTION (ATC)

1. List of scrap, like unserviceable HEMM/UGMM, Non–HEMM scrap, hazardous scrap materials, e-waste and miscellaneous articles available at different locations in the command area of Western Coalfields Limited in Maharashtra and Madhya Pradesh is being arranged for disposal through e-Auction through GeM forward auction as per General Terms and Conditions (GTC) of GeM portal.

2. Date of e- auction shall be minimum 15 days after the date of display of the auction catalogue on GeM portal. The prospective Purchasers / bidders shall be allowed to physically inspect the scrap materials or lots before participating in the e-auction, if they so desire.

3. All interested Purchasers may view the auction catalogue at Section V (Details of Lots) published on the GeM portal, and those who are duly registered on GeM with valid credentials may participate in the e-auction in accordance with the terms and conditions specified on the portal. Registered bidders shall be intimated regarding the scheduled date and time of the e-auction through system-generated notifications, including e-mail and/or SMS/app alerts, as enabled on the GeM portal.

4. For purchase of Hazardous scrap materials like batteries, burnt oil etc. the prospective bidders must have MOEF/SPCB/CPCB registration certificate or any other certificate required for such items in line with the current/existing Government of India guidelines. The certificates must be valid on the date of e-auction as well as during lifting of the hazardous scrap materials.

5. It shall be the responsibility of the bidders to ensure that they are in possession of all requisite clearances/ certificates/ documents in order to fulfill various requirements of Government of India in regard to materials purchased by them. All such documents should be valid as on the date of lifting of the scrap material sold to them, failing which WCL shall not give delivery of the respective scrap material until valid documents are submitted.

   Pre-qualification criteria is enabled in the Bid. The interested bidders have to upload the GST Certificate of the firm before the scheduled PQ submission end date & time for participation in the auction. The eligible GST registered and non banned firms will be allowed to participate in the auction and Non GST registered firms and banned firms offers shall not be considered and will not be allowed to participate in auction. Acceptance/ Rejection of the firm for participation will be completed by Pre qualification assessment end date and time. Further, only PQ accepted bidders will be allowed to deposit the EMD and thereby participate in the auction.

6. Every auction will be prepared with a pre-determined opening and closing date and time. Bidding will be accepted within that fixed period provided there is no continuation of bidding at that point of time. The closing time shall automatically be extended by further 10 minutes, every time, if a Bid is recorded within last 10 minutes closing of Bids. E-Auction would close on fixed date and time provided there no extension of auction occurs, if no Bid is received within the last 10 minutes of closing time of Auction. No bid will be accepted after the auction closes including extension, if any.

7. **Inspection of Materials**: The interested buyer should inspect the scrap materials at the site of Western Coalfields Limited during any working day within 10:00 am to 5:00 pm after downloading these terms and conditions from the site and with PHOTO IDENTITY CARD issued by Govt Agency (the person on who's name the ID was issued shall only be allowed) till one working day prior to e-auction. Necessary permission should be taken from Nodal Officer (S&D) of concerned Areas of Western Coalfields Limited prior to inspecting the scrap materials.

   The materials quoted for may be inspected at the appropriate site(s) as indicated in the e- auction catalogue, buyers should thoroughly satisfy themselves about the nature, physical condition, quantity and quality, dimensions, size, weight of the materials and working conditions at the site as per WCL's procedure. WCL gives no guarantee or warranty as to the conditions of the material or its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quantity, quality, condition, fitness for use, or any defect / error / inadequacy in the description of the materials etc. shall be entertained by WCL.

8. **Pre-Bid EMD**: The pre qualified bidders have to deposit the pre bid EMD of **Rs. 100000.00 (Rs. One Lakh)** against all lots of that particular auction to GeM (i.e. against each auction ID for which the prospective bidder want to participate) through online mode only. After submission of pre-bid EMD to GeM, the system automatically confirm & further will allow the bidders (who have submitted the pre-bid EMD to GeM) to participate in the respective e-auction. Earnest money will not be adjusted in materials value payment.

   After competent approval, in case of Acceptance of the lot(s) (under respective auction), the GeM shall transfer the pre-bid EMD of the respective successful bidder(s) to WCL A/C. In case of rejection, the pre-bid EMD of unsuccessful bidder(s) shall be automatically refunded by GeM to their respective Bank accounts. The Pre- Bid

EMD shall be refunded to all successful bidders after confirmation of receipt of payment (due sale value) in line with due process & competent approval of WCL.

Note: For metal scrap, Pre-bid EMD shall be released only after submission of necessary proof related to deposit of TDS GST on GST portal.

9. **Defaulting:** Bidders who have defaulted in the previous occasion or have been black-listed/ banned already by WCL are being cautioned/instructed not to participate in the forward e-auction conducted by WCL during the banning period.
10. **Bid Validity Period:** The bid submitted should be valid for 90 days from the date of completion of the auction.
11. **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 maybe 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 payment of Security Deposit by WCL, tendering authority of WCL will issue the Sale Order to the Successful buyer, 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₹50Lakhs	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.

12. Once the auction is closed, the system automatically confirms the highest price received. Subsequently, WCL will compare the H1 bid received with prescribed range of Reserve Value /Threshold value of the respective lot(s). Those H-1 rates which will come under prescribed range of respective Reserve Value/Threshold value will only be accepted by WCL as per company policy. Accordingly, acceptance letter shall be communicated to respective successful H-1 bidder through email accordingly for submission of due sale value (along with GST & TCS) to WCL for the accepted lot(s) in the auction.

13. **No interest is payable by WCL on the Pre-Bid EMD/Security Deposit/Initial Sale Value/Balance Sale value.**

14. **Intimation Letter:** After acceptance of the H1 bid on the GeM portal, an Intimation Letter shall be generated and communicated to the successful bidder by GeM. In addition, WCL will issue a detailed Acceptance Letter to the successful bidder, indicating the sale value details including applicable GST, TCS, bank details, payment schedule, and terms of lifting, in accordance with this Policy. At the time of downloading the GeM generated "INTIMATION LETTER" for further processing; the successful H1 bidder has to make payment of Transaction Charges to GeM as demanded online.

15. **Sale Release Order:**

    i. On confirmation of receipt of payment the sale release order shall be issued to the buyer by the GM(MM/HoD)-Stores or his authorized representatives, with a copy to concerned Area GM/Administrative Head of the department (For HQ). The party has to mandatorily communicate the GeM transaction charge payment invoice to WCL in this regard.

    ii. The successful bidder has to communicate the payment details to WCL through email & which is to be confirmed from Finance Dept, WCL.

    iii. Issuance of Authorization Letter: The successful bidder (H1) shall submit a request letter for authorization, enclosing the identity proof (Government-issued ID such as Aadhaar, Voter ID, Driving Licence, etc.) of the authorized person(s) to the Stores Section of the WCL HQ. The Tendering Authority shall verify and forward the authorization to the concerned Area / Stock-holding unit for initiating the lifting process.

    iv. Issuance of Tax Invoice and Gate Pass: The actual Tax Invoice and Gate Pass shall be generated / authorized by the Area / Stock-holding unit and handed over to the buyer after completion of lifting, following due process. The GeM-generated invoice, gate pass, and completion certificate shall not be treated as final documents for the purpose of actual lifting.

    v. Post-auction contract management, including creation of lot-wise contract orders and payment invoices on GeM, shall be complied with as per GeM process requirements, but the WCL's own Sale Order, Delivery Order, and Sale Release Order shall govern the actual transaction.

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.

17.1 **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 17.2 (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 17.1 (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.

17.2 **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.

17.3 **Way Bill:** WCL / GeM 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/ GeM is not legally required to issue Way-bill. The firm to whom the 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.

17.4 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, with approval of Area General Manager / Administrative head in case of Central Stores / Central Workshop and GM (MM) in case of Headquarter.

18. 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.

19. WCL/ GeM 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 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 GeM/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 GeM/ 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.

25. All auction-related complaints should be referred to GeM/ 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 Stores, WCL, Nagpur.

26. **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.

GeM/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 GeM /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 GeM /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 GeM /WCL by such period as may be necessary to effect performance. After the cause of delay, GeM /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 GeM /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 GeM /WCL.

27. **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.

28. 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."

29. In case of any conflict between any of the provisions of this GTC and ATC. This ATC will supersede the GTC.

SECTION V: DETAILS OF LOT(S)

S. No	Lot No	Category	Description	Quantity	UOM	Area	Location	HSN Code	GST	TCS
1	2026/BAL/022	M S Scrap	OLD USED WORN OUT AND UNSERVICEABLE TCR DRILL BITS	200	NOs	BALLARPUR AREA	UNIT WORKSHOP, GOURI DEEP OCM, BALLARPUR AREA	8207	18%	2%
2	2026/BAL/023	M S Scrap	OLD USED AND UNSERVICEABLE SCRAP STEEL AND IRON ARISING OUT OF OLD AND USED UNSERVICEABLE PARTS OF HEMM LIKE HYD EXCAVATORS, DUMPERS, DOZERS AND DRILLS	35	MT	BALLARPUR AREA	UNIT WORKSHOP, AMALGAMATED GOURI PAUNI (E) OCM, BALLARPUR AREA	7204	18%	2%
3	2026/BAL/024	M S Scrap	IRON AND STEEL SCRAP ARISING OUT OF MISCELLANEOUS IRON SCRAP	35	MT	BALLARPUR AREA	UNIT WORKSHOP, BALLARPUR OCM, BALLARPUR AREA	7204	18%	2%
4	2026/BAL/025	M S Scrap	MS SCRAP ARISING OUT OF OLD USED UNSERVICEABLE COMPONENT CONSIST OF COAL TUB BODIES, ROLLERS, PIPES ETC.,	20	MT	BALLARPUR AREA	BALLARPUR COLLIERY 3 & 4 PITS, BALLARPUR AREA	7204	18%	2%

5	2026/BAL/026	M S Scrap	SCRAP ARISING OUT OF OLD, USED, UNSERVICEABLE MS SCRAP LIKE ANGLE, CHANNEL AND GI SHEETS ETC.,	10	MT	BALLARPUR AREA	REGIONAL STORES SASTI, BALLARPUR AREA	7204	18%	2%
6	2026/WNO/017	M S Scrap	OLD USED UNSERVICEABLE IRON AND STEEL SCRAP ARISING OUT OF WORN OUT GIRDERS, PIPES, PUMP SPARE PARTS, CHAIN, PLATES, NUT & BOLTS, PICK AND HOLDER ETC.,	20	MT	WANI NORTH AREA	CHP, UKNI OCM, WANI NORTH AREA	7204	18%	2%

Annexure – 1

WCL BANK DETAILS FOR PAYMENT

Western Coalfields Limited (i.e. Seller) Bank A/c details for submission of payments by bidders:

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

Hd/-
Western Coalfields Limited

Annexure- 2

Mandate form for providing bank details for electronic payment

To

M/s. Western Coalfields Ltd.,
Civil Lines, Nagpur,
Maharashtra - 440001

Dear Sir,

Sub: Authorization of all our payments through Electronic Fund Transfer system/RTGS/NEFT.

We here by authorize WCL to disburse all our payments through Electronic Fund Transfer system/RTGS/NEFT. The details for facilitating the payment are given below:

1	Name of the Beneficiary, address with Telephone No.	
2	Bank name, address with Telephone No.	
3	Branch name & code	
4	Bank account number with style of account (Savings/Current)	
5	IFSC Code No. of the Bank	
6	PAN No. of the Beneficiary	
7	E-Mail ID and Mobile No. of the Beneficiary for intimation of release of payment.	

I/We hereby declare that particulars given above are correct and complete and if the transaction is delayed or credit is not effected due to incorrect information, I/we will not hold WCL responsible.

Date: Signature of the party/Authorized Signatory

Bank Certification

It is certified that above mentioned beneficiary holds a Bank Account No……... with our branch and the Bank particulars mentioned above are correct.

Official Stamp with date Signature of Authorized Official from the Bank