

Auction Notice

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General Detail

Ministry of Coal

Office/Zone : -Materials Management
-Western Coalfields Ltd

Seller/Auctioneer Name : Ponnammounika-Auctioneer

Reference No. : FA47/25-26 NON HEMM

Category : Metallic

Auction Brief : Iron & Steel Scrap

Auction Detail : Online Forward Auction for Old, Used and Unserviceable Items

Project Location - Pin Code :

#	Pin Code	City	District	State
1	441109	Nagpur	Nagpur	MAHARASHTRA
2	442503	Chandrapur	Chandrapur	MAHARASHTRA

Bid Submission Rule

Bidding Access : Open

Item wise Time : Yes

Reserve Price : Applicable

Set PQ Validation : Yes

PQ Submission Start Date and Time : 06/02/2026 11:00

PQ Submission End Date and Time : 12/02/2026 18:00

PQ Assessment End Date and Time : 16/02/2026 18:00

EMD/Post Event Deposit

Allow EMD : Yes

EMD Mode : Online

EMD : 100000.00

EMD Payment Start Date : 17/02/2026 11:00

EMD Payment End Date : 24/02/2026 18:00

Auction Timing rule

Auction Start Date & Time : 26/02/2026 11:00

Auction End Date & Time : 27/02/2026 18:00

Auto Extension : Applicable

Auto Extension Mode : Unlimited

Bidding Template : Metallic

View (/eprocure/eauction/common/view-configure-Business Rules rule/30354/0/0/3/B54F5ECC6859D5840EE383468AC20436505ADEE8)

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Sr. No.	Document Description	Size (MB)	Uploading Date & Time	Approval Date & Time	Status	Action

1	SECTION I - INVITATION FOR BIDS	0.34	04/02/2026 11:36	05/02/2026 10:26	Approved	Download(/eprocure/xcommon/file-download/46/42575/30354/397640EB797609371D3206B
2	SECTION II - INSTRUCTIONS TO BIDDERS (ITB)	0.15	03/02/2026 16:22	05/02/2026 10:26	Approved	Download(/eprocure/xcommon/file-download/46/42529/30354/272E2F4CEC5F8BB9059DF9D
3	SECTION III - SPECIAL NOTE FOR INFORMATION OF BIDDERS	0.27	03/02/2026 16:22	05/02/2026 10:26	Approved	Download(/eprocure/xcommon/file-download/46/42528/30354/9D9806DA90318522B290A43
4	SECTION IV - ADDITIONAL TERMS AND CONDITIONS OF E-AUCTION(ATTN)	0.52	03/02/2026 16:21	05/02/2026 10:26	Approved	Download(/eprocure/xcommon/file-download/46/42527/30354/0C98C796C6BB16B5B80D30I
5	SECTION V - DETAILS OF LOTS	0.08	03/02/2026 16:21	05/02/2026 10:26	Approved	Download(/eprocure/xcommon/file-download/46/42526/30354/14AE384494F9BEFC3FAE1043
6	SECTION VI - PROCEDURE FOR PARTICIPATING IN BIDDING	0.22	03/02/2026 16:21	05/02/2026 10:26	Approved	Download(/eprocure/xcommon/file-download/46/42525/30354/7EE0D7BEE6EF9E406779E8C
7	ANNEXURE-1	0.40	03/02/2026 16:20	05/02/2026 10:26	Approved	Download(/eprocure/xcommon/file-download/46/42524/30354/575E56A18B522D155A6A9C4
8	ANNEXURE -2	0.19	03/02/2026 16:20	05/02/2026 10:26	Approved	Download(/eprocure/xcommon/file-download/46/42523/30354/AED493C8A1B94566303FBD7

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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/25-26/FA - 47

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/index1.php/StaticPage/398>.
3. The key indicators of the e-auction are given below,

S.No	Key indicator	Details
1	Auction ID	30354
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	GST unregistered firm	Not allowed to participate
7	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	06.02.2026 from 11.00 Hrs IST
3	Pre Qualification submission end date and time	12.02.2026 till 18.00 Hrs IST
4	Pre Qualification validation end date and time	16.02.2026 till 18.00 Hrs IST

5	Pre-Bid EMD payment start date	17.02.2026 from 11.00 Hrs IST
6	Pre-Bid EMD payment end date	24.02.2026 till 18.00 Hrs IST
7	Auction start date	26.02.2026 From 11.00 Hrs IST
8	Auction Close date	27.02.2026 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
Section-VI	Procedure for Participating in Bidding
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

SECTION II : INSTRUCTIONS TO BIDDERS (ITB)

1. 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 scrap e- auctions in GeM will follow the procedure laid therein in GeM forward e-auction and will confirm to GeM terms and conditions for forward auction.
2. 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 also download the document attached to the bid for additional terms and conditions, annexures and forms. They are requested to read all documents carefully before filling the details and submitting the documents.
3. **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self- certified English translation must be furnished which shall govern the interpretation of bid.
4. **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. Hence the bidders are required to indicate their valid corporate e- mail- id and mobile no. of authorized representative for communications through e- mails/SMS alerts (if any).

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

5. 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 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 which may be downloaded.
6. All prospective bidder(s) have to submit pre-bid EMD (Rs. 1,00,000/- per auction) to GeM (through online) for further participation in the bidding process.
7. In case of Hazardous type of scraps, bidders should possess valid MOEF (Ministry of Environment and Forest) /CPCB (Central Pollution Control Board)/ SPCB (State Pollution Control Board) certificate or any other certificate relevant or as indicated in the special note for information of bidders. (Section III of this document). The bidders who will become the H-1 bidder for the lot(s) under hazardous category after closing of e-auction, they have to send the valid MOEF/SPCB/CPCB registration certificate or any other necessary certificate through email to WCL for considering their H-1 bid price/rate offered in e-auction for further approval of WCL in line with policy.
8. Bidders who defaulted in the previous occasion or have been black-listed/ banned already by WCL HQ are being cautioned/instructed not to participate in the forward e-auction conducted by WCL during the banning period.
9. Bidder's offer is liable to be rejected if uploaded certificates / documents in the e-auction are found wrong.
10. 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).

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 Barrels** 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://epartyres.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 through **Registered Vehicle Scrapping Facility (RVSF) Centres** only. 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 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 "Policy for Disposal of Scrap" of CIL and its subsequent amendments. All provisions of "Policy for Disposal of Scrap" and its subsequent amendments are applicable, which is available on WCL's website "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 till one day prior to the e-auction date, if they so desire.
3. All the interested Purchasers who are registered with GeM can go through the auction catalogue at Section V (Details of Lots) and can participate in the GeM forward e-auction as per the terms and conditions of the e-auction.
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. In case the auction is conducted under hazardous category, the bidders who will become the H-1 bidder for the lot(s) under hazardous category after closing of e-auction, they have to send the valid MOEF/SPCB/CPCB registration certificate or any other necessary certificate through email to WCL for considering their H-1 bid price/rate offered in e-auction for further approval of WCL in line with policy.
5. It will 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 Govt. 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 may not give delivery of the respective scrap material, till the valid documents are submitted.
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 interested bidders have to deposit the pre bid EMD of **Rs.1,00,000/- (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 (Rs. 1,00,000/-) per auction 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 will transfer the pre-bid EMD amount of the respective successful bidder(s) to WCL A/C. In case of Rejection of the lot(s) in GeM (under respective auction), the pre-bid EMD amount of unsuccessful bidder(s) will be automatically refunded to the Bank A/C of the respective unsuccessful bidder(s) by GeM. The Pre- Bid EMD will 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, EMD Release will be done 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 Clause:**
- a. The security deposit and the balance lot value are to be submitted lot wise only. Each lot as indicated in the auction catalog will be treated as a separate unit for the purpose of payment, lifting, refund etc.,
 - b. **Payment of Security Deposit:** It is the responsibility of the bidder to verify the status of their bids and pay the requisite security deposit amount accordingly. Security Deposit of 25% of Material Value **along with taxes if any**, of the lots sold to the buyer should be deposited to WCL HQ through NEFT/RTGS within 7days from the date of intimation. If the total value of Security Deposit is more than Rs.10.00 Lakhs (Rupees Ten lakhs), the period allowed for Depositing the Security Deposit shall be 15 days from the date of intimation. In case the bidder fails to deposit the Security Money within the prescribed period, it will be presumed that he has abandoned the lot and the sale of that lot shall be treated as cancelled and his EMD shall be forfeited. Further, the defaulting buyer shall be debarred for participating in the e-auction of WCL for 6 months from the date of closing of e-auction.
 - c. The request for extension of deposition of Security Deposit may be considered by WCL Hq after levying penalty (1 % of the sale value with applicable GST, if any) with the approval of GM (MM) Stores, for maximum 7 days. However, under circumstances beyond control of the buyer/ force majeure conditions, WCL may allow payment beyond stipulated period (without penalty), as per the provisions of policy for disposal of scrap and its amendments.
 - d. **Sale Order:** On confirmation of payment of Security Deposit by WCL, M/s GeM/ M/s WCL will issue the Sale Order to the Successful buyer, under intimation to the Seller (WCL), clearly indicating Payment terms for Balance Material Value and the due date for the same.
 - e. **Balance Payment:** Balance 75% Payment for the full value of the lot (along with GST and /or TCS) shall be deposited by the Buyer to WCL through NEFT/ RTGS within 15 days from the date of Sale Order (if the lot value is less than Rs.50 Lakhs) or within 30 days (if the lot value is More than Rs.50 Lakhs. For the delayed payment beyond scheduled period, penalty of 1% of unpaid material value (excluding Tax & TCS with applicable GST, if any) per week or part thereof will be leviable for delayed period, for next 4 weeks with approval of GM (MM/Stores). However, if the balance payment is not received within the due date of payment as indicated above, the Security Deposit against that lot and Pre-Bid EMD shall be forfeited and such lot(s) will be deemed to have been abandoned by the buyer and shall again be put up for auction. The buyer shall have no claim on such lots. Further, the defaulting bidder will be debarred from participating for Six Months from the date of Closing of Auction. However, under circumstances beyond control of the buyer/ force majeure conditions, WCL may allow payment beyond stipulated period (without penalty) with the approval of competent authority of WCL.
 - f. Sales or terminal taxes whether payable to central or state government or to municipal /local or other authorities shall be recovered from the buyers as part of the purchase price. Non-payment of any amount payable under this clause will have the same effects as non-payment of purchase money which will result 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 competent approval by WCL, acceptance offer of successful H1 bidder will be updated in GeM which will generate an intimation letter to the successful bidder for making the full payments. 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 Order/Delivery Order/Sale Release Order:

- i. Acceptance Letter will be issued by WCL along with payment schedule mentioned (where necessary details for lot -wise payment., date of payment, bank details etc will be communicated to pay the sale value along with taxes as per additional terms and condition of e-auction).
- ii. H1 bidders are required to submit soft copy /hard copy of this "INTIMATION LETTER" issued by GeM along with details of payment as per schedule provided in Acceptance Letter mentioned in clause 15(i) above. For issuance of Sale Order (in case of security deposit) / Delivery Order and Sale Release Order (in case of balance payment) by WCL, submission of intimation letter is mandatory.
- iii. In line with GeM process, the system generated lot wise contract order (indicating the date of payment as per WCL Acceptance Letter) & payment invoice (lot wise indicating the payment details for submission of due sale value to WCL) shall be created by WCL. The party can download the contract order & payment invoice from party's account/dashboard in GeM portal.
- iv. The successful bidder has to communicate the payment details to WCL through email & which is to be confirmed from Finance Dept, WCL. In this regard, after submission of due full payment to WCL , the party has also to fill up payment information (UTR ref etc. which was already communicated to WCL through email) in GeM portal (lot wise) which is to be accepted from WCL side in GeM portal. After acceptance of payment details in GeM portal by WCL, the gate pass & completion certificate can be generated automatically in GeM Portal which can be downloaded from the party's account/dashboard in GeM.
- v. The Sale Release Order has to be processed accordingly after due full payment to WCL & filling up the payment information in GeM by the party in GeM portal. The party has to communicate the GeM transaction charge payment invoice to WCL in this regard.
- vi. Further to be noted that in case of failure to pay the sale value within the prescribed period, the sale relating to the awarded lot can be cancelled at the discretion of WCL and the Security deposit/pre-bid EMD deposited shall be forfeited in full. As such, all buyers shall have to agree all Additional Terms & condition of WCL for participating in the forward auction process in GeM portal. The GeM generated Invoice, Gate Pass & completion certificate shall not be considered as final document for lifting of the scrap item from the stock holding unit/Area. Delivery of the sold lot(s) shall be given only to H1 bidder i.e. the successful bidding firm or entity/ persons duly authorized by the successful bidding firm (H1 bidder). Authorization letter along with identity proof from Government issued ID Card (e.g. electoral card, driving license, Aadhar, etc must reach WCL, HQ before lifting the good so that authorization can be issued to the Stock holding unit to allow lifting of goods) Stores Section, WCL Hq will issue Sale Release Order after submission of due sale value to WCL following due procedure of WCL. Final Lifting of the scrap item shall be initiated by the Area Nodal Officer (Scrap & Disposal) on submission of the following document by the buyer to the concerned Stock Holding Unit/Area Authority as under:
 - a. Sale Release Order (To be issued by Store Section, WCL Hq)
 - b. Authorization Letter (To be issued/forwarded by Stores Section, WCL Hq)
- vii. The Tax Invoice & Gate pass (generated by WCL Area/Stock holding unit) shall be handed over to the party after completion of the lifting of the scrap material following due process. In case of discrepancy of lifted scrap material, the buyer may raise discrepancy invoice in GeM. However, WCL is not bound to accept the discrepancy raised by the buyer. The ground rent /other penalties and applicable Taxes (GST, TCS etc.) are to be deposited at WCL Areas of delivery, as per the prevailing practice of WCL.

16. Delivery/Lifting Clause:

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

Weight/Volume of the lot covered Under single SRO (In MT/KL)	Free delivery period (Days)
Upto 100MT /100KL	45days
>100-200MT/>100to200KL	60days

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

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

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

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

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

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

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

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

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

16.1 Delivery Period/Lifting period Extension:

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

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

In case of 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.

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 weight or number basis, the ground rent shall be calculated on the value of the un-lifted quantity.

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

- 16.3. Cutting permission, if required shall be given by asset holder after assessing safety, Security aspects on the location.
- 16.4 **Way Bill:** WCL / C1 India 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/ C1 India 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.
- 16.5 If the weight actually offered at the time of delivery is less than the Weight originally declared, a proportionate refund will be granted to the purchaser with the approval of Director (Technical). In case the weight of the lot is higher than the estimated quantity, the purchaser willing to take the additional quantity (limited to max 10% of the offered quantity) should deposit the equivalent amount (as per payment terms for balance 75% payment) before taking the delivery, with approval of Area General Manager / Administrative head in case of Central Stores / Central Workshop and GM (MM) in case of Headquarter.
17. In case the purchaser requires any service or facility from WCL for dismantling loading or removing the goods, WCL may without being under any obligation to do so provide the same.
- a. The necessary costs, charges and expenses for such service or facility as mentioned must be paid by the purchaser and for this purpose the purchaser must deposit with WCL such amount or amounts as may be required by WCL. All costs, charges and expenses for such service will be recovered from the amount so deposited and the surplus, if any, would be refunded to the purchaser. The amounts so deposited will not carry any interest. In case the amount deposited falls short of the charges payable under this clause, the purchaser shall immediately on requisition by WCL pay the additional amount.
 - b. Crane hire-charges where provided will be applicable in terms of one hour and its multiples and not in terms of a fraction of one hour.
 - c. The materials sold shall be removed by the buyer from any one side of the lot as per the sole direction of the WCL and no segregation of items from the sold lots will be permitted.
 - d. In case of any hot work permission is required for dismantling operations, the same will have to be obtained by the buyers from the WCL authorized representative before lifting. It will be sole discretion of the WCL to allow or not to allow such hot-work permission at buyers cost only to extent the facilitating the loading and transportation of the goods.
 - e. For the purpose of removing the materials, the successful bidder shall employ only his/their own personnel and shall keep WCL fully indemnified against any claims for wage, injuries, compensation, death etc.
 - f. While removing the materials, if any accident or damage to the property / life etc. arises by reason of any act of negligence / omission/ default or non-compliance with any of the Terms and Conditions of the statutory regulations or rules and regulations applicable within WCL premises, on the part of the bidder's/ his representative or employees resulting in death or injury to any person or damages to the property of WCL or any third party then in such an event the bidder will have to pay compensation to any such persons. The bidder shall in such an event keep the WCL indemnified from any demand, claims or proceedings made.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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, WCL, Nagpur.
25. **Force Majeure condition :** "If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will the provisions of this clause abrogate or limit the effect

of any other clause mentioned in this catalogue.

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

26. **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.
27. It is incumbent upon the buyer to avoid litigation and dispute during course of execution. However, if such disputes take place between the buyer and WCL, Effort shall be made to settle the dispute/claims within 15 days of arising of the cause of dispute/claim failing which no dispute/claim of the buyer shall be entertained by WCL.

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

Dispute relating to commercial contracts with central public sector enterprises/Govt departments (except Railways, Income Tax, Customs & excise duties)/State Public enterprises shall be referred by either party for arbitration to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as per circulars of DPE OMNo.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018,04.07.2018 and 11.07.2018.

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

28. 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	2025/NAG/031	Misc	SCRAP OF OLD, USED AND UNSERVICEABLE C.I PUMP BODY/SPARES ETC.,	12	MT	NAGPUR AREA	REGIONAL WORKSHOP SILEWARA, NAGPUR AREA	72041000	18%	1%
2	2025/NAG/032	Misc	SCRAP OF M.S. TOR ROD CUT PIECES 20MM/22MM ETC.,	15	MT	NAGPUR AREA	REGIONAL WORKSHOP SILEWARA, NAGPUR AREA	72041000	18%	1%
3	2025/MAJ/016	Misc	M.S SCRAP ARISING OUT OF OLD, USED AND UNSERVICEABLE ROOF BOLTS OF MIXED SIZES 20-22MM AS IS WHERE IS BASIS	10	MT	MAJRI AREA	REGIONAL STORES, MAJRI AREA	72041000	18%	1%
4	2025/MAJ/017	Misc	OLD, USED AND UNSERVICEABLE SCRAP OF IRON AND STEEL MATERIAL ARISING OUT OF HEMM SPARES, SUB ASSEMBLIES LIKE CHAIN, ARM ETC., IN MIXED CONDITION AS ON WHERE BASIS	10	MT	MAJRI AREA	REGIONAL STORES, MAJRI AREA	72041000	18%	1%

SECTION VI: PROCEDURE FOR PARTICIPATING IN BIDDING/AUCTION

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.in or 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 pre-bid EMD (**Rs. 1,00,000/-** per auction) has to be submitted to GeM (through online) by the prospective bidders for participation in e-auction. After submission of pre- bid EMD to GeM, they are automatically eligible for further participation in the bidding process. After submission of pre-bid EMD (Rs. 1,00,000/-) per auction to GeM, the system automatically updated/confirm the same against respective auction ID & further will allow the bidders (who have submitted the pre-bid EMD to GeM) to participate in the respective e-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. At the Auction Hall, the bidder who has quoted H1 price will be intimated through an intimation letter generated by GeM after acceptance of their H1 offer price from WCL.
6. After competent approval of WCL, in case of Acceptance of the lot(s) (under respective auction), the GeM will transfer the pre-bid EMD amount of the respective successful bidder(s) to WCL A/C. In case of Rejection of the lot(s) in GeM (under respective auction), the pre-bid EMD amount of unsuccessful bidder(s) will be automatically refunded to the Bank A/C of the respective unsuccessful bidder(s) by GeM. The Pre- Bid EMD will be refunded to all successful bidders after confirmation of receipt of payment (due sale value) in line with due process & competent approval of WCL.
7. Transaction charges shall be levied on successful H1 bidder as per the Revenue Policy of GeM.
8. After Acceptance of H-1 bid in GeM portal, the Intimation letter will be generated & communicated to the successful bidder by GeM. The successful H1 bidder has to pay transaction charges to GeM (as per Revenue policy of GeM) for downloading the same from GeM portal. The acceptance letter (indicating the sale value details including applicable GST & TCS details, bank details and schedule date of payment) shall be communicated through email by WCL to successful bidder(s) for submission of due sale value to WCL in line with payment terms.
9. Further, in line with GeM Process, the lot wise contract order (indicating the date of payment as per WCL Acceptance Letter) & payment invoice (lot wise indicating the payment details for submission of due sale value to WCL) shall be created by WCL. The party can download the contract order & payment invoice from party's account/dashboard in GeM portal.
10. The party has to communicate the payment details to WCL through email & which is to be confirmed from Finance Dept, WCL. In this regard, after submission of due full payment to WCL , the party has also to fill up payment information (UTR ref etc. which was already communicated to WCL through email) in GeM portal (lot wise) which is to be accepted from WCL side in GeM portal also.
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. In line with acceptance of payment details in GeM portal by WCL, the gate pass & completion certificate can be generated automatically in GeM Portal which also can be downloaded from the party's account/dashboard in GeM.
13. The Sale Release Order has to be processed accordingly after submission of due full payment to WCL & filling up the payment information in GeM portal by the party. The party has also to intimate the GeM transaction charge payment invoice to WCL in this regard.
14. As such, the GeM generated Invoice, Gate Pass & completion certificate shall not be considered as final document for lifting of the scrap item from the stock holding unit/Area. Delivery of the sold lot(s) shall be given only to H1 bidder i. e. the successful bidding firm or entity/ persons duly authorized by the successful bidding firm (H1 bidder). Authorization letter along with identity proof from Government issued ID Card (e.g. electoral card, driving license, Aadhar, etc must reach WCL, HQ before lifting the good so that authorization can be issued to the Stock holding unit to allow lifting of goods). Final Lifting of the scrap item shall be initiated by the Area Nodal Officer(Scrap & Disposal) on submission of the following document to the concerned Stock holding unit/Area Authority by the buyer as under:
 - a) Sale Release Order (To be issued by Store Section, WCL Hq)
 - b) Authorization Letter (To be issued/forwarded by Stores Section, WCL Hq)
15. The Tax Invoice & Gate pass (generated/authorized by Area/Stock holding unit of WCL) shall be handed over to the party after completion of the lifting of the scrap material following due process.

Note: 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. In case the auction is conducted under hazardous category, the bidders who will become the H-1 bidder for the lot(s) under hazardous category after closing of e-auction, they have to send the valid MOEF/SPCB/CPCB registration certificate or any other necessary certificate through email to WCL (within 03 days after closing of auction) for considering their H-1 bid price/rate offered in e-auction for further approval of WCL in line with policy/terms.

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

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

N.B: To be submitted by successful H-1 bidders in case the H-1 rates to be accepted by WCL only.