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| <b>Antares Systems Limited</b><br># 24, 3 <sup>rd</sup> Stage, 4 <sup>th</sup> Block,<br>Basaveshwaranagar,<br>Bangalore 560 079<br>India<br>Telefax : +91-80-4048 2000, 4048 2114<br>Email : <a href="mailto:mail@antaressystems.com">mail@antaressystems.com</a><br>URL : <a href="http://www.antaressystems.com">www.antaressystems.com</a> | Mahanadi Coalfields Limited<br>(A Subsidiary of Coal India Limited)<br>(A Govt. of India Enterprise)<br>Materials Management Department<br>At/ P.O. Jagriti Vihar, Burla<br>Dist. Sambalpur - 768020 (Odisha)<br>Phone : 0663-2542521 Fax: 0663-2542734<br>Web : <a href="http://www.mahanadicoal.in">www.mahanadicoal.in</a> |
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### **E-Auction Terms & Conditions**

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| <b><u>Auction No: ASL/MCL/DISPOSAL/21-22/05</u></b> | - | <b>Dated 14/07/2021</b>            |
| <b>Auction start date and time</b>                  | - | <b>09/08/2021 from 12:00 Hrs</b>   |
| <b>Auction end date and time</b>                    | - | <b>09/08/2021 from 16:00 Hrs</b>   |
| <b>Prior Extension Time</b>                         | - | <b>10 minutes</b>                  |
| <b>Duration of each extension</b>                   | - | <b>10 minutes</b>                  |
| <b>No. of extensions</b>                            | - | <b>Unlimited</b>                   |
| <b>Last date and time of EMD submission</b>         | - | <b>06/08/2021 within 18:00 Hrs</b> |

E-auction notice / NIT can also be viewed & downloaded at [www.tenderwizard.com/ESALE](http://www.tenderwizard.com/ESALE)

**BIDDERS ARE REQUESTED TO GO THROUGH THIS AUCTION DOCUMENT THOROUGHLY (Particularly the Clause 8 & 9 of this document, as it leads to forfeiture of EMD/Security Deposit and banning for 06 months)**

Inspection of Lots at different locations of MCL as indicated in the list/catalogs of the Lots may be made by the prospective Buyers before participating in the e-auction of enclosed lots:

**INSPECTION FOR THE LOTS BEING PUT UP FOR e-AUCTION WILL START FROM 15/07/2021 DURING WORKING DAYS AND WITHIN THE OFFICE HOURS.**

#### **AUTO EXTENSION BIDDING:**

The closing time of an e-Auction shall automatically be extended by 10 minutes for all the e-Auctions if bid continues (e.g. in case the closing time is 5:30 p.m. of any particular date and if any bidder bids at 5:29 p.m. then the closing time will be automatically extended to 5:40 p.m. Similarly, if any bidder again bid at 5:39 p.m. then the closing time will automatically be extended to 5:50 p.m.). Auto extensions unlimited.

**FOR ANY QUERIES RELATED TO E-AUCTION YOU MAY CONTACT**

Helpdesk No. (09073677150/151/152) (080 4935 2000)  
Mr. Binod Shaw (Executive CRM) (09674758506)  
Ms. Saswati Majumder (Project Coordinator) (09674758722)

**Kolkata office address:**

***Antares Systems Limited  
No. BD - 52A, Rabindrapally, Kestopur,  
Near Frank Ross Pharmacy  
(Behind IDBI Bank)  
Kolkata-700 101. India  
Tele : +91-9674758506/9073677150/51/52***

Before participation in the e-Auction, a prospective bidder shall be required to get itself/himself registered with Service Provider for the purpose, by submitting an application in the prescribed format available on the website and complying to all the terms and conditions mentioned therein. Details of the registration process are available on the Service Provider website

At present our service provider is M/s Antares Systems Limited.

Class III Digital Signature Certificate (DSC) is mandatory to participate in e-auction of MCL. Bidders will be responsible for obtaining required Digital Signature Certificate directly from the government approved agencies, as per the requirement of the Portal of the Service Provider.

M/s Antares Systems Limited is also one of the RA for issuing the digital signature certificates. Bidders may contact below mentioned address to obtain the Class III Digital Signature Certificate:

**Address:**

***Tenderwizard Solution,  
Antares Systems Limited  
No. BD - 52A, Rabindrapally, Kestopur,  
Near Frank Ross Pharmacy  
(Behind IDBI Bank)  
Kolkata-700 101. India  
Tele : +91-9674758506/9073677150/51/52  
Website: [www.tenderwizard.com/ESALE](http://www.tenderwizard.com/ESALE).***

Bidders who possess valid MOEF (Ministry of Environment and Forest) /CPCB (Central Pollution Control Board)/ SPCB(State Pollution Control Board) certificate or any other certificate will only be allowed to bid for the hazardous waste materials like batteries / drained oil, Non Ferrous wastes like Dross / Ash/ Skimming etc., empty grease/oil/tar drums etc.

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 MCL shall not give delivery of the respective scrap material, till the valid documents are submitted.

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) BIDDERS MUST ALWAYS ENSURE TO KEEP THEIR E-MAIL ADDRESS VALID FAILING **WHICH SERVICE PROVIDER /MCL SHALL NOT BE RESPONSIBLE FOR NON RECEIPT OF E-MAIL FROM SERVICE PROVIDER/MCL**. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO VERIFY THE STATUS OF THEIR BIDS AND PAY THE **TOTAL MATERIAL VALUE** ACCORDINGLY. THE TERMS & CONDITIONS APPEARING ON THE DAY OF AUCTION ARE FINAL AND WHICH MAY BE DOWNLOADED.

1. The word SELLER wherever appearing means the MAHANADI COALFIELDS LTD., (MCL) or its authorized representative.
2. The word Antares Systems Limited: wherever appearing means the Antares Systems Limited, Bangalore hereinafter referred to as present SELLING AGEENT/ SERVICE PROVIDER OF SELLER.
3. The word PURCHASER / BIDDER wherever appearing means, firm or company whose rate has been accepted by the SELLER and the sale release order has been issued in his/her favor.
4. The offers are to be quoted exclusive of Taxes /Duties. Materials put up for sale are strictly on **AS IS WHERE IS AND NO COMPLAINT BASIS**. In case of any unforeseen circumstances beyond the control of the Management of SERVICE PROVIDER/SELLER, the auction may be extended/postponed.

**NOTE: QUANTITY INDICATION IN ALL THE LOTS ARE APPROXIMATE**

**Delivery of materials shall be made on auction Unit of Measurement (UOM) basis as may be available in the lot.**

5. **INSPECTION OF MATERIALS:** The interested customer should inspect the scrap materials at the site of MAHANADI COALFIELDS LTD. during any working day within 09:00 am to 5:00 pm after downloading these terms and conditions **from the site and with PHOTO IDENTITY CARD**. Necessary permission should be taken from **Nodal Officer (S&D) of concerned Areas of Mahanadi Coalfields Limited** prior to inspecting the scrap materials.

**Note: Details of contact person: Nodal Officer (S&D) of respective areas of Mahanadi Coalfields Ltd are enclosed as annexure-A.**

6. **VALIDITY OF OFFERS:** All bids shall remain valid for 120 (one hundred and twenty) days from the date closing of E-auction.
7. **SALE IS ON AS IS WHERE IS BASIS:** The sale will be on AS IS WHERE IS BASIS. It is the responsibility of the bidder to inspect the materials during working hours on any working days before bidding. Description (specification, quality, size etc) of the scrap materials is only indicative and quantity is approximate and **the use of such description shall not**

**constitute the sale thereof, to be sold by description** and no sale shall be invalid by reason of any defect in any lot or on account of any lot incorrectly described **and/ or** on account of weight of any lot, sold by weight being incorrectly stated and the purchaser shall not be **entitled for** any damage or compensation whatsoever on account of such defects in description or weight.

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

Description against each lot given is not exhaustive. The description indicates the major content of the lot. Bidder are requested to contact the respective Areas' **Nodal Officer (S&D)**, the **details of which are enclosed herewith** , for inspection of the lot(s) to assess the exact physical condition of the materials contained in each lot and satisfy themselves before submission of bid.

**8. (a) EMD Submission Process:**

The interested bidders have to deposit the EMD of **Rs. 1,00,000.00 + GST 18% i.e. Rs. 1,18,000.00 (one lakh eighteen thousand)** against each auction **to Service Provider** for all lots through online mode (Debit Card/NEFT/Credit Card/Net Banking) only.

Online payment should be done within the last date of EMD submission. Once the online payment is done successfully, the bidder will get an acknowledgment of the transaction - online. **You are requested to click on the request button and also click on 'Complete Request' of all interested Lots before the closing date of EMD Submission.**

**Note: The refund of EMD, if any will be Rs.1,18,000/-.**

Important: Bidder should send the details of the above payment to Antares Systems Limited (present service provider) through their registered email, mentioning the transaction details as indicated above. Along with the above, details of the lots for which the bidder wants to participate to be sent on the email to [helpdesk523@etenderwizard.com](mailto:helpdesk523@etenderwizard.com)/[helplineesale@gmail.com](mailto:helplineesale@gmail.com)

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

**(b) Refund of EMD:**

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

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

**(c) Forfeiture of EMD:**

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

The forfeited amount shall be credited to MCL's account by SERVICE PROVIDER. The details of which are mentioned in the payment term.

9. **Payment Terms: Payment will be made only through RTGS/NEFT**

Full payment shall have to be made through RTGS/NEFT only in favor of **M/S. MAHANADI COALFIELDS LTD, IFSC code - UBIN0800554, AC No 005511011000833, Bank name- Union Bank of India, Burla payable at SAMBALPUR** within the specified period failing which penalty for delayed payment shall be levied @ 1% (one percent) per week for Security Deposit as well as for Balance payment as detailed below.

**Note: After depositing the Security Deposit & Balance Payment, the details of payment should be sent through email to MCL and Service Provider within 24 hours.**

A. **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 of the lots sold to the buyer should be deposited in the account of MCL through NEFT/ RTGS **within 7 days** from the date of intimation by the service provider. If the total value of Security Deposit is **more than Rs. 10 (Ten) Lakhs**, the period allowed for depositing the Security Deposit shall be **15 days** from the date of intimation by the service provider.

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-auctions of MCL for **06 months** from the date of closing of e-auction.

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

However, under circumstances beyond control of the buyer/ force majeure conditions, MCL may allow payment beyond stipulated period with applicability of provisions in the scrap disposal policy and its subsequent amendments.

B. **ISSUANCE OF SALE ORDER:** On confirmation of the receipt of Security Deposit amount by MCL, the Service Provider will issue the Sale Order to the Successful buyer, under intimation to MCL, clearly indicating Payment terms for Balance Material Value and the due date for the same.

- C. **BALANCE PAYMENT** - Balance 75% Payment for the full value of the lot(s) sold to the buyer (along with GST and /or TCS) shall be deposited by the Buyer to MCL 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)/HOD.

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 in e-auctions of MCL for **Six Months** from the date of Closing of Auction.

However, under circumstances beyond control of the buyer/ force majeure conditions, MCL may allow payment beyond stipulated period with applicability of provisions in the scrap disposal policy and its subsequent amendments.

**Note 1:** The buyers have to deposit the applicable GST & TCS along with balance material value within the prescribed period.

**Note 2:** The request for extension of depositing of payment should be intimated to MCL through e-mail from your registered mail id, on or before the last date of free period.

10. **GST & OTHER LEVIES:** The present GST rates (**indicative only**) are as under:-

| Sl no | Item Description                                      | HSN Code | Rate of Tax |
|-------|---|----------|-------------|
| 1     | Burnt, Used Oil/ Lubricants                           | 2710     | 18%         |
| 2     | Old & Used Batteries                                  | 8548     | 18%         |
| 3     | Caplamp Accumulators                                  | 8548     | 18%         |
| 4     | Mixed Iron and Steel Scrap                            | 7204     | 18%         |
| 5     | HEMM Scrap  | 7204     | 18%         |
| 6     | Scrap of Non-OTR Tyre                                 | 4012     | 18%         |
| 7     | Scrap of OTR Tyres                                    | 4012     | 18%         |
| 8     | Used Vehicles scrap                                   | 7204     | 18%         |
| 9     | Old, Used Computers & Its Peripherals Waste (E-Waste) | 84719000 | 18%         |
| 10    | Scrap of arising out of Copper wire, armature         | 74040    | 18%         |
| 11    | Scrap arising out of Copper Cables                    | 74040    | 18%         |

However the GST amount, taking into consideration the prevailing rate of GST at the time of delivery requires to be calculated and to be verified at respective Area and such amount if any, is to be deposited at Area along with relevant declaration forms (if admissible by the firm), before effecting the delivery of the materials.

**ODISHA WAY BILL:** MCL shall not issue any "Way Bill" 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, MCL is legally not required to issue waybill.

11. **ISSUANCE OF DELIVERY ORDER:** On confirmation of receipt of full Payment by the MCL, the Service Provider shall issue a Delivery Order to the Buyer along with a copy to GM (MM)/HOD of MCL HQ.

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

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

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

Delivery of the sold lot shall be given to the persons duly Authorized by the Service Provider and having the ID Card issued by the Service Provider.

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 MCL, 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.

12. **DELIVERY PERIOD:**

- a) 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 **100MT/100 KL** for Single SRO. For each additional **100MT/100KL** or part thereof, **15 days** extra Delivery period shall be given to the buyer.
- b) After expiry of the Free Delivery Period, for the unlifted quantity if any, the firm shall have to request for extension of Lifting period to the concerned area with intimation to MM Deptt. MCL HQ. Ex gratia extension of 7 days without Ground Rent may be granted by the GM of the concerned area, recording the proper justification of the case.
- c) Further extension of Lifting/ Delivery Period, up to 6 weeks beyond normal delivery period with ground rent (to be calculated from the date of expiry of free delivery period for the left out materials), may be granted by the concerned GM of the area without referring to MCL HQs Stores.
- d) Any proposal of extension of free delivery beyond 7 days without ground rent and beyond 6 weeks with ground rent, shall be forwarded by the Area with proper justification to MCL HQs Stores.

- e) Further extension of Delivery period up to 4 weeks with Ground Rent may be approved by the GM (MM), MCL HQ with concurrence of Finance.
- f) All cases of extension of delivery period without ground rent beyond Ex-gratia extension shall be granted with the concurrence of Finance and approval of the Director (Tech).
- g) 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 considered by MCL.
- h) **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.

**Note:**

1. In case of goods sold on lot basis, the Ground rent will be calculated on the value of the entire lot even if lifted in part, where as goods sold on weight or number basis, the ground rent shall be calculated on the value of the unlifted quantity.
  2. The weight record at MCL's weigh bridge will be final in case the lot is sold on weightment basis.
  3. No complain whatsoever shall be entertained after the lot is sold.
  4. MCL shall not issue Way Bill (s) for transportation of the sold material. 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.
13. **SERVICE PROVIDER/MCL** reserves the right to accept or reject any lot at any stage without assigning any reason thereof even after issuance of delivery order.
14. Buyer and their personnel are required to adhere strictly to the safety & security rules of the Depot/Works/Sales area.
15. Date of delivery should be fixed by the Nodal Officer (S&D) within the schedule date of delivery with the consultation of the purchaser and other committee members and accordingly Purchasers should be advised to place vehicle for taking delivery of the scrap materials. The purchaser at its own cost will make arrangement for removal, dismantling, cutting (wherever necessary), loading, transporting etc. for taking delivery in presence of the committee members, without causing any disturbance / loss to the Seller's property. In case of cutting or hot work is required for dismantling operations, permission of the same will have to be obtained by the Purchaser from Area GM of MCL through Nodal Officer (S&D). During hot work, all precautionary and safety measures will have to be taken by the Purchaser before starting the hot work. No manpower shall be provided for this by the seller. All costs involved in cutting shall be borne by the Purchaser.
16. Re-sale will not be recognized. Delivery order will be issued in the name of actual buyer after realization of full material value. Taxes and duties as legally leviable, Ground rent/ Penalties, if any shall be deposited with the Stock Holder prior to lifting of the sold materials.



17. All bidders should ascertain the availability of supplementary list, if any, before inspection of materials starts. Supplementary list can be obtained from the MCL officer or SERVICE PROVIDER officers.
18. The goods shall lie in the premises of MCL, entirely at the risk of the buyer from the time of the sale and until removal.
19. **Delivery of Lots to the Buyer:**
  - a) For delivery, Purchasers should be advised to report to the Nodal Officer (S&D) by 9 AM/ 10 AM (as per official working hours of Area) on working days in the respective units, whereby he shall arrange delivery of material to the successful bidder after obtaining necessary approval from Area. He will also advise the concerned Finance Department to accept the due amount and taxes etc., balance as per the Sale Release Order.
  - b) 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).
  - c) 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. It can be lifted on all working days except on Sunday/Holiday of the respective places during working hours.
  - d) The material will be delivered only to the bidder or their authorized representatives during office working hours on the basis of original valid photo identity card issued by the Service Provider in their favor. In case of change of original authorized representative of the bidder, the delivery can be given to the authorized representative of the purchaser on the basis of authentication of change of authorization by the same office of the Service Provider which has issued the original valid photo identity card to the authorized representative of the bidder.
20. Bidder bidding for goods tendered/e-auctioned shall be deemed to have taken into account and made due allowance for the cost of handling, loading or other expenses (including dismantling, if permitted by MCL) for the purpose of removal of the goods. MCL will affect delivery of goods only at the sites/convenient location indicated in the e-auction.
21. MCL 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 **MCL's interests**. The cost involved in the shifting the scrap material shall have to borne by the buyer, which shall be paid by the buyer before delivery of such scrap material to the concerned area
22. 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 be result into** termination of the contract and forfeiture of SECURITY DEPOSIT.

**23. 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.

**24. Service Provider/MCL 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/MCL 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/MCL'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/MCL by such period as may be necessary to effect performance. After the cause of delay, Service Provider/MCL 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/MCL 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/MCL.**

25. Any dispute arising out of any contract shall be decided by courts in SAMBALPUR and by no other courts. The courts in SAMBALPUR shall have exclusive right to adjudicate upon any such dispute.

26. In the event of the buyer's failure to fulfill any obligations under these 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/part sale value, the sale of such lot shall be cancelled for the quantities not taken delivery by the buyers and the Sale Value in respect of the same shall be treated as forfeited towards the part value of materials and /or Service Provider/MCL will be entitled to re-sell the goods without any notice to the buyer.

27. All complaints of whatever nature should be referred to the branch manager in triplicate at Service Provider immediately by the buyer concerned.

28. Firm/Buyer are warned that any attempt to misuse GST Invoice, GATE PASS authorizing delivery or any such documents **will render them liable** to serious penalties or such action as may be open to Service Provider/MCL. The buyer should, therefore, ensure that important documents relating to sale are in the custody of only trustworthy and responsible persons.  
**No firm will be allowed in the auction who is not registered under GST Act 2017.**
29. The material sold shall be removed by the Purchaser from any one side of the lot as per the sole direction of the Seller and no segregation of items from the sold lots will be permitted.
- 30.
- a) Lots will be sold on "as is where is" basis, which denotes that the equipment / P&M /scrap materials will be sold in whatever condition they exist, and in whatever quantities or tonnage available and that the Management gives no guarantee as to the actual weight involved.
  - b) The weighment of lot shall necessarily be done through Weigh Bridge. For this purpose, tare weight and gross weight should be taken from same weigh bridge and printed weighment records duly signed by the committee members shall be kept in the office record. The record of weighment shall also be maintained in the register of the Stores giving the delivery, for future reference.
  - c) 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).
  - d) 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 G M (MM) in case of Head quarter.
31. All buyers of the lots before actually collecting purchased materials from inside the works/site should contact the safety officers of works/site and/or respective officer in charge at the works/site, to get themselves full acquainted with safety rules and regulations.
32. **Service Provider/MCL shall not be liable for or be bound in any manner for representation or statement which are not contained in the condition of sale and/or catalogue or are contrary to or inconsistent thereof with purported to be made by the auctioneers, if any and/or any office of Service Provider /MCL.**
33. In case of any wrongful removal of any materials by the buyers, ANTARES SYSTEMS LIMITED/MCL shall be within its rights to suspend further delivery to the buyer until full compensation for such wrongful lifting or removal have been deposited.
34. The general conditions of the materials against all lots of the catalogue could be taken as rejected and absolute condiment unless otherwise specifically mentioned against the item of lots.
35. All the goods tendered for sale by auction are only subject to availability at the time of auction.

36. Beside the above conditions, such additional conditions as may be prescribed from time to time by the Service Provider/MCL shall also be deemed to be part of the agreement.

Each lot put up for auction shall be deemed to the subject of a separate contract of the sale.

#### **SPECIAL NOTE FOR INFORMATION OF BIDDERS.**

37. Special Instructions:

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

The following eligibility criteria and documents that are to be submitted by the bidders have been listed below.

**(a) For lead acid batteries:**

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

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

**(b) For Hazardous and Other Wastes**

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

- b. **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)]**

- c. Consent to operate granted by the State Pollution Control Board under the Water (Prevention and Control of Pollution) Act, 1974 (25 of 1974) and/or Air (Prevention and Control of Pollution) Act, 1981, (21 of 1981). [Cl. No. 6(b)]**
  - d. The authorized actual user of hazardous and other wastes shall maintain records of hazardous and other wastes purchased in a passbook issue**
  - e. 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)]**
  - f. The transport of the hazardous and other waste shall be in accordance with the provisions of the rule, 2016 and the rules made by the Central Government under the Motor Vehicles Act, 1988 and the guidelines issued by the Central Pollution Control Board from time to time in this regard. [Cl. No. 18(1)]**
  - g. 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)]**
  - h. 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)]**
  - i. 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)]**
  - 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, Odisha & concerned SPCB. (This is as per the specific conditions in the authorization granted by SPCB, Odisha for MCL mines.**
  - k. Any other condition if enforced by CPCB and/or SPCB i.e. source and destination states at the time of delivery/transportation will also be applicable and binding and has to be complied by the successful bidder.**
- B. Special terms and conditions for Internet auction: Bandwidth problems, connectivity problem with the local ISP, slowness to access pages for downloading etc. are beyond the control of MCL and Service Provider, hence, no responsibility and liability lies with MCL/Service Provider for the above problems, if any, faced by the bidders before/ during the auction.**