

<b>Antares Systems Limited</b> # 24, 3 <sup>rd</sup> Stage, 4 <sup>th</sup> Block, Basaveshwaranagar, Bangalore 560 079 India Telefax : +91-80-4048 2000, 4048 2114 Email : <a href="mailto:mail@antaressystems.com">mail@antaressystems.com</a> URL : <a href="http://www.antaressystems.com">www.antaressystems.com</a>	Mahanadi Coalfields Limited (A Subsidiary of Coal India Limited) (A Govt. of India Enterprise) Materials Management Department At/ P.O. Jagriti Vihar, Burla1 Dist. Sambalpur - 768020 Phone : 0663-2542521 Fax: 0663-2542734 Web : <a href="http://www.mahanadicoal.in">www.mahanadicoal.in</a>
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### **E-Auction Terms & Conditions**

<b><u>Auction No: ASL/MCL/DISPOSAL/19-20/23</u></b>	-	<b>Dated 30/01/2020</b>
<b>Auction start date and time</b>	-	<b>27/02/2020 from 12:00 Hrs</b>
<b>Auction end date and time</b>	-	<b>27/02/2020 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>25/02/2020 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 9 & 10 of this document, as it leads to forfeiture of EMD/Security Deposit and banning for 1 year)**

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 01/02/2020 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**

THE E-AUCTION SALE IS GOVERNED BY THE **GENERAL TERMS & CONDITION (GTC), BUYER SPECIFIC TERMS & CONDITION (BSTC) AND SPECIAL TERMS & CONDITION (STC)** OF THE E-AUCTION.

IN CASE OF ANY CONFLICT OR DIFFERENCE AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION. THE SPECIAL TERMS & CONDITIONS APPEARING ON THE DAY OF AUCTION ARE FINAL AND WHICH MAY BE DOWNLOADED.

**Before participation in the e-Auction, a prospective bidder shall be required to get itself/himself registered with ANTARES 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 ANTARES website [www.tenderwizard.com/ESALE](http://www.tenderwizard.com/ESALE). Class III Digital Signature Certificate (DSC) is mandatory to participate in e-auction of MCL.**

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

**Address:**

**Tenderwizard Solution**

**No. BD - 52A, Rabindrapally, Kestopur,**

**Near Frank Ross Pharmacy**

**(Behind IDBI Bank)**

**Kolkata-700 101. India**

**Tele : +91-9674758506/9073677150/51/52**

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

**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 ANTARES SYSTEMS LIMITED/MCL SHALL NOT BE RESPONSIBLE FOR NON RECEIPT OF E-MAIL FROM ANTARES SYSTEMS LIMITED. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO VERIFY THE STATUS OF THEIR BIDS AND PAY THE SECURITY DEPOSIT ACCORDINGLY. THE TERMS & CONDITIONS APPEARING ON THE DAY OF AUCTION ARE FINAL AND WHICH MAY BE DOWNLOADED.**

1. DETAILS OF CONTACT PERSON / DEPARTMENT OF STOCK HOLDER: STAFF OFFICER (MM)/DEPOT OFFICER OF RESPECTIVE AREAS OF MAHANADI COALFIELDS LTD ARE ENCLOSED AS ANNEXURE-A.
2. The word SELLER wherever appearing means the MAHANADI COALFIELDS LTD., (MCL) or its authorized representative.
3. The word Antares Systems Limited: wherever appearing means the Antares Systems Limited, Kolkata hereinafter referred to as SELLING AGEENT OF SELLER.
4. 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.
5. 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 ANTARES SYSTEMS LIMITED/SELLER, the auction may be extended/postponed.

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

**Delivery of materials shall be made on auction weightment basis as may be available in the lot.**

6. **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 Mahanadi Coalfields Limited prior to inspecting the scrap materials.
7. **VALIDITY OF OFFERS:** All bids shall remain valid for 90 (ninety) days from the date closing of E-auction.
8. **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.

**Weightment** at MCL weigh bridge shall be final and binding for the scrap materials sold by weight . In case the quantity on actual count, **weightment** or measurement, as the case may be, works out to be less than the quantity tendered/indicated in the sale order, **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' Staff Office(MM) / Depot Officer of regional stores of the respective Areas(s) /Stock Holding Unit(s), 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.

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

**The interested bidders have to deposit the EMD of Rs. 1,00,000/- (one lakh) against each auction 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. Bidder has to send the copy of the acknowledgment through email to the below mentioned email address.**

**Address:**

*To*

*Mr. Binod Shaw*

*Tenderwizard Solution*

*Antares Systems Limited*

*No. BD - 52A, Rabindrapally, Kestopur,*

*Near Frank Ross Pharmacy*

*(Behind IDBI Bank)*

*Kolkata-700 101. India*

*Tele : +91-9674758506*

*Email : [helplineesale@gmail.com](mailto:helplineesale@gmail.com)*

**Important:** Bidder should send the details of the above payment to Antares Systems Limited mentioning the transaction details as indicated above. Along with the above, details of the lots for which the bidder wants to participate on the company's letter head duly signed and stamped to be sent on the email to ***helplineesale@gmail.com*** as well as hard copy should be reached at the above mentioned address.

It is the responsibility of the bidder to submit the EMD in time and correctly. If any payment receipt is delayed, 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 **M/s. ANTARES SYSTEMS LIMITED, Bangalore** within seven days from the closing of the e-auction.

The EMD of the successful bidder shall be retained by **M/s. ANTARES SYSTEMS LIMITED, Bangalore** till the Security Deposit Amount is received. On receipt of the Security Deposit amount, the EMD of the successful bidder shall be refunded.

**(c) Forfeiture of EMD:**

In case the successful bidder fails to deposit the Security Deposit along with penalty if any, within the stipulated time period, the EMD shall be forfeited and the bidder shall be liable to be debarred from participating in the e-auctions of MCL for a period of 01 (One Year) from the date of issuance of banning letter.

The forfeited amount shall be credited to MCL's account by **M/s. ANTARES SYSTEMS LIMITED, Bangalore**. The details of which are mentioned in the payment term.

**10. Payment Term: 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- **ANDB 0000055**, AC No **005511011000833**, Bank name- **Andhra Bank, 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.**

**A. SECURITY DEPOSIT:**

**THE SECURITY DEPOSIT EQUIVALENT TO 25% of Basic value of the each of the sold (accepted) lot shall be paid by the bidder through RTGS to M/S. MAHANADI COALFIELDS LTD., PAYABLE AT SAMBALPUR.**

- a. IT IS THE RESPONSIBILITY OF THE BIDDER TO VERIFY THE STATUS OF THEIR BIDS AND PAY THE REQUISITE SECURITY DEPOSIT AMOUNT ACCORDINGLY. The successful bidders have to deposit the SECURITY DEPOSIT (SD) as mentioned below within the stipulated calendar days from the date of INTIMATION BY M/s ANTARES SYSTEMS LIMITED to the buyer/next working day of Closing of the e-Auction against the sold lots. The SECURITY DEPOSIT EQUIVALENT TO 25% of material value along with penalty if any, of the each of the sold (ACCEPTED) lots shall be paid by the bidder through RTGS/NEFT only in favor of M/S. MAHANADI COALFIELDS LTD, IFSC code- ANDB0000055, AC No 005511011000833, Bank name Andhra Bank, Burla, payable at SAMBALPUR.**

### **i. For SD amount up to 10 Lakhs**

**Maximum time period with penalty for the payment of Security Deposit is permissible up to 21 (Twenty one) days from the date of intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction as detailed under:**

- a) Within 07 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **without penalty.****
- b) Within 14 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 1% penalty.****
- c) Within 21 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 2% penalty.****

### **ii. For SD amount > 10 Lakhs**

**Maximum time period with penalty for the payment of Security Deposit is permissible up to 28 (Twenty eight) days from the date of intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction as detailed under:**

- a) Within 14 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **without penalty.****
- b) Within 21 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 1% penalty.****
- c) Within 28 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 2% penalty.****

**In case the bidder fails to deposit the Security Amount alongwith penalty if any, within the above mentioned stipulated period, the EMD held by ANTARES SYSTEMS LTD on account of that bidder will be forfeited and the bidder will be liable to be debarred from the participation in all MCL auctions for a period of 01 (one) year.**

**Special Note - However under exceptional circumstances (to be decided by MCL) MCL reserves the right to extend the period of Security deposit with/Without penalty depending on the merit of the case.**

**b. ISSUANCE OF SALE ORDER:** On receipt of the requisite SECURITY DEPOSIT ALONGWITH PENALTY IF ANY, through RTGS/NEFT as indicated above by MCL, M/S ANTARES SYSTEMS LIMITED, Kolkata, will issue a sale order for the sold lots.

**B) BALANCE PAYMENT FOR CONFIRMED LOTS:** The successful bidders will have to deposit the balance materials value along with penalty if any through RTGS/NEFT in favor of M/S. MAHANADI COALFIELDS LTD., payable at Sambalpur only as per the following schedule

- a) Within 22 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **without penalty.**
- b) Within 29 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 1% penalty.**
- c) Within 36 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 2% penalty.**
- d) Within 43 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 3% penalty.**
- e) Within 50 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 4% penalty.**
- f) Within 57 days from the date of Intimation by M/s Antares Systems Limited to the buyer/next working day of Closing of the e-auction: **with 5% penalty.**

**Under ordinary circumstances, Balance Material Value shall not be accepted beyond the above mentioned period. However under exceptional circumstances (to be decided solely by MCL), MCL reserves full right to allow the firm/firms to deposit balance material value along with/without penalty@ 1% per week or part thereof from the last date of free period.**

**NOTE: Applicable GST and cess (where ever applicable), Taxes & Duties and applicable TCS shall be paid at actual by the successful bidder at site/MCL Area Offices where the lots are located at the time of delivery.**

NOTE: CUSTOMER SHOULD SUBMIT THE PHOTO COPY OF E-AUCTION IDENTITY CARD ISSUED BY ANTARES SYSTEMS LIMITED, KOLKATA ALONG WITH THE DELIVERY ORDER, TO MCL HQ, MM, STORES DEPTT, SAMBALPUR FOR ATTESTATION OF I-CARD.

In case any firm(s) fails to submit the requisite amount within the stipulated period mentioned above, along with penalty if any, the Security amount deposited by the firm(s) shall be forfeited and the bidder will be liable to be debarred from the participation in all MCL auctions for a period of 01 (one) year and MCL shall have the full right on these lot(s).

11. **GST & OTHER LEVIES:** GST as applicable at the time of delivery will be deposited by the firm at Area before effecting delivery of the sold items. The present GST rates (**indicative only**) are as under:-

Sl no	Item Description	HSN Code	Rate of Tax
1	Burnt Oil, 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 Tyres	4012	05%
7	Scrap of OTR Tyres	4012	05%
8	Used vehicles scrap	7204	18%
9	Old, Used Computers & its Peripherals Waste (E-waste)	85	05%
10	Scrap arising out of Copper wire, armature	7404	18%
11	Scrap arising out of Copper cables	7404	18%

However the exact rate of GST as applicable at the time of delivery, required to be calculated & verified at the Area and the amount 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.

12. **ISSUANCE OF DELIVERY ORDER:** On receipt of balance sale value along with applicable penalty if any to **MAHANADI COALFIELDS LTD** through RTGS/NEFT with intimation to M/s Antares, a Delivery order will be **issued** by Antares Systems Limited for the respective sold lots. The DO will be issued only after verification of the original attested e- auction I-card. A copy of the attested e-auction I-Card is to be sent to MCL along with delivery order. After receipt of the delivery order issued by M/s Antares Systems Limited, MCL will issue SALE RELEASE ORDER for Delivery of materials from respective stock holders of MCL **areas to the successful bidders.**

**NOTE:** Applicable Taxes, Cess & Duties and TCS @ 1.00% on the gross material value (material value + **GST+ Cess if any**) shall however be payable at actual by the successful bidder before lifting of the material at site/MCL Area Officer where the lots are located.

13. **DELIVERY PERIOD:** Free delivery period shall be 45 days from the 10<sup>th</sup> day of issue of SRO by MCL, for the tonnage upto 200 MT in single SRO.

For more than 200 MT in single SRO, free delivery period shall be allowed as under.

**200 MT to 500 MT -75 days.**

**More than 500 MT- 90 days**

Free delivery period counted from the 10<sup>th</sup> day of issue of SRO by MCL as per existing provision. Any buyer failing to lift the materials from the respective premises of MCL within the above stipulated time, shall have to pay ground rent @1% per week or part thereof for a maximum period of **four weeks** from the last date of free delivery. Thereafter, permission to lift the materials shall have to be obtained from GM (Stores), MCL HQ. All delivery will be made on Ex-works basis and no loading facilities, either mechanical or manual, will be given to any customer by the unit concerned, except unless specifically permitted by the competent Authority. Delivery to be taken only by Truck/Trailers during working hour of respective area and the weight record at MCL's weight bridge will be final in case the lot is sold on weighment basis. No complain whatsoever shall be entertained after the lot is sold.

Note: **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.**

14. **ANTARES SYSTEMS LIMITED/MCL** reserves the right to accept or reject any lot at any stage without assigning any reason thereof even after issuance of delivery order.

15. Buyer and their men are required to adhere strictly to the safety & security rules of the Depot/Works/Sales area.



16. Crane charges to be borne by the purchaser whenever the materials are required to be loaded/ shifted by crane. Loading has to be done by the buyer at his own cost and arrangement. Cutting facilities will be given only to the extent of loading the materials on the truck/ **trailers** whenever such operation is required and against specific remarks incorporated against the lot.
17. 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 shall be deposited with the Stock Holder prior to lifting of the sold materials.
18. 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 ANTARES SYSTEMS LIMITED officers.
19. 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.
20. Delivery of goods shall be allowed during the working hours of MCL on production of Sale Release Order issued **by MCL** and alongwith attested I-CARD for taking delivery. However MCL shall be at liberty to refuse the delivery unless applied for within a reasonable time before the closing hour of the day and in this respect MCL's decision shall be final and binding. Deliveries will not be effected on holidays observed in works of MCL.

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 unit weight or unit number basis, the ground rent shall be calculated on the value of the unlifted quantity.

21. 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 effect delivery of goods only at the sites/convenient location indicated in the e-auction.
22. 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
23. 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.

24. **Antares Systems Limited/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 ANTARES SYSTEMS LIMITED/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 Antares Systems Limited/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 Antares Systems Limited/MCL by such period as may be necessary to effect performance. After the cause of delay, ANTARES SYSTEMS LIMITED/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 Antares Systems Limited/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 Antares Systems Limited/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 Security Deposit in respect of the same shall be treated as adjusted/ forfeited towards the part value of materials and /or Antares Systems Limited/MCL will be entitled to re-sell the goods at the entire risk and cost of the buyer as and when Antares Systems Limited /MCL thinks best, without any notice to the buyer and ANTARES SYSTEMS LIMITED/MCL shall be at full liberty to retain and/or adjust/or recover from buyers any other amount lying with ANTARES SYSTEMS LIMITED/MCL to the buyers credit either under this contract or which may any time become payable/refundable to the buyers either under this contract or any other contract, the amount of losses or damages or claim or expenses that may be incurred by the ANTARES SYSTEMS LIMITED/MCL in such re-sale of the quantities under the contract not taken delivery by the buyer. Even after such recovery/ **adjustment by ANTARES SYSTEMS LIMITED/MCL from buyers of any amount as mentioned above lying with ANTARES SYSTEMS LIMITED/MCL, if any further amount is still found payable by/ recoverable from the buyers, the buyers shall pay to ANTARES SYSTEMS LIMITED/MCL** on demand without any objection or demur. The decision of ANTARES SYSTEMS LIMITED in regard to the actual losses incurred by ANTARES SYSTEMS LIMITED/MCL including the reasonableness of the rate at which ANTARES SYSTEMS LIMITED/MCL may re-sell the quantities shall be final and binding on the buyers provided always, if any, loss is incurred by ANTARES SYSTEMS LIMITED/MCL, the buyer shall only be entitled to the refund of the amount retained by ANTARES SYSTEMS LIMITED/MCL by way of advance payments towards sales value( excluding earnest money) without any interest thereon but not any other amount. Any gain on any resale as aforesaid shall, however belong to MCL.

27. All complaints of whatever nature should be referred to the branch manager in triplicate at ANTARES SYSTEMS LIMITED, Kolkata, immediately by the buyer concerned.
28. Buyers are warned that any attempt to misuse GATE PASS, challan authorizing delivery or any such documents **will render them liable** to serious penalties or such action as may be open to ANTARES SYSTEMS LIMITED/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. No picking and choosing will be allowed. Buyers have to operate the lots from one side of the heap till the entire quantity is lifted.
30. The quantities indicated against all the lots are visual estimated and as such the quantities indicated are approximate only. The buyer will have to clear the entire lot on AS IS WHERE IS BASIS limited to the quantity indicated on Sale Release Order. Shortfall, if any, cannot be made up in any of the lots, however, proportionate refund shall be made.
31. All buyers of the lots before actually collecting purchased materials from inside the works should contact the safety officers of works and/or respective officer in charge at the site, to get themselves full acquainted with safety rules and regulations.
32. **ANTARES SYSTEMS LIMITED/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 ANTARES SYSTEMS LIMITED/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 rejected absolute condition 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 ANTARES SYSTEMS LIMITED/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.

**In addition to STC, GTC of the e-auction will also be applicable.**

## **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.**

- (i) 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)]**
- (ii) 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)]**

- (iii) The authorised actual user of hazardous and other wastes shall maintain records of hazardous and other wastes purchased in a passbook issue**
  - (iv) Handing over of the hazardous and other wastes to the authorised actual user shall be only after making the entry into the passbook of the actual user. [Cl. No.6(8)]**
  - (v) 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)]**
  - (vi) 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)]**
  - (vii) In case of transit of hazardous and other waste for recycling, utilisation including coprocessing 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)]**
  - (viii) 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 authorisation for transport from the concerned State Pollution Control Board. This responsibility should be clearly indicated in the manifest. [Cl. No. 18(6)]**
  - (ix) 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.**
  - (x) Any other condition if enforced by CPCB and/or SPCB i.e source and destination states at the time of delivery/transportion 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 Antares System Limited , hence , no responsibility and liability lies with MCL / Antares System Limited for the above problems , if any , faced by the bidders before / during the auction.**