

<b>Antares Systems Limited</b> # 24, 3 <sup>rd</sup> Stage, 4 <sup>th</sup> Block, Basaveshwaranagar, Bangalore 560 079 India Telephone : +91 80 4042 2000, 4042 2554 E-mail : <a href="mailto:info@antaressystems.com">info@antaressystems.com</a> URL : <a href="http://www.antaressystems.com">www.antaressystems.com</a>	, ahanadi -oal ields . i ( ited /O S12sidiar* o -oal India . i ( ited3 /O 4ovt+o India ' nter5rise3 , aterials , anage ( ent 6e5art ( ent Ot7 8+9+ :agriti ; ihar, B1rla\$ 6ist+Sa ( 2al51r %76&020 8hone " 0663%254252\$ <a!" 0663% 2542734 =e2 " <a href="http://www.mahanadicoal.in">www.mahanadicoal.in</a>
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### E-Auction Terms & Conditions

**Auction No: ASL/MCL/DISPOSAL/19-20/21 - Dated 27/01/2020**

<b>Auction start date and time</b>	-	<b>(Lot 01 to 23) 13/02/2020 from 11:00 Hrs</b>
<b>Auction end date and time</b>	-	<b>(Lot 01 to 23) 13/02/2020 from 13:00 Hrs</b>
<b>Auction start date and time</b>	-	<b>(Lot 24 to 47) 13/02/2020 from 14:00 Hrs</b>
<b>Auction end date and time</b>	-	<b>(Lot 24 to 47) 13/02/2020 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>11/02/2020 within 18:00 Hrs</b>

The auction notice & IT 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 , - . as indicated in the list/catalogs of the lots ( a\* 2e ( ade 2\* the 5ros5ective B1\*ers 2e ore 5artici5ating in the e/a1ction o enclosed lots"

**INSPECTION FOR THE LOTS BEING PUT UP FOR e-AUCTION WILL START FROM 27/01/2020 DURING WORKING DAYS AND WITHIN THE OFFICE HOURS.**

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

The closing time of an e-auction shall automatically be extended to 5:30 PM in case the closing time is 5:30 PM or earlier and if a bidder bids at 5:29 PM or earlier then the closing time will be automatically extended to 5:40 PM. Similarly, if a bidder bids again at 5:39 PM or earlier then the closing time will be automatically extended to 5:50 PM. No extensions will be granted.

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

Office : +91 80 4935 20003  
 Mr. Binod Shaw / Executive - A, 3 / 0967475 & 5063  
 Ms. Saswati , Project Coordinator 3 / 0967475 & 7223

**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**

**T@' ' %OC-TI9> SO.' IS 49; ' A>' 6 BD T@' GENERAL TERMS & CONDITION (GTC), BUYER SPECIFIC TERMS & CONDITION (BSTC) AND SPECIAL TERMS & CONDITION (STC) 9< T@' ' % OC-TI9>+**

**l> -OS' 9< O>D -9><. l-T 9A 6l<<' A' >-' O, 9>4 O>D 8A9; ISI9>S 9< 4T-,BST- ? ST-, T@' 8A9; ISI9>S 9< ST- =l. . SC8' A-' 6' 9T@' AS l> T@' 8OATI-C.OA ' %OC-TI9>+T@' S8' -IO. T' A, S ? -9>6lTI9>S O88' OAl>4 9> T@' 6OD 9< OC-TI9> OA' <l>O. O>6 =@l-@ , OD B' 69=>. 906' 6+**

**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 , 9' < /Ministry of Environment and Forest) AND/OR CPCB /-entral Pollution Control Board certificate will only be allowed to bid for the hazardous waste ( materials like inserviceable batteries & drained oil, >on <erroneous wastes like Dross & Skimming etc, e ( 5t\* grease/oil/tar dr1 ( s etc+**

**BI66' A , CST B' ' FTA' , ' .D -OA' <C. T9 O; 9l6 O>D =A9>4 BI66l>4 /=@' T@' A TD894A08@l-O. 9A 9T@' A=IS' 3+ T@' D , CST -@' -G O>6 A' -TI<D T@' IA BI6 /l< A' HCIA' 63 B' <9A' SCB, ITTI>4 T@' IA BI6 l> T@' .l; ' ' %OC-TI9> <. 99A BD -. l-Gl>4 BI6 BCTT9>+T@' A' IS >9 8A9; ISI9> <9A 8CTTI>4 BI6S l> 6' -l, O. S+T@' BI66' AS S@O.. B' S9. ' .D A' S89>SIB. ' <9A O. . -9>S' HC' >-' S OAlSl>4 9CT 9< T@' BI6 SCB, ITT' 6 BD T@' , /l>-. C6l>4 O>D =A9>4<C. BI6 BD T@' , 3 BI66' AS , CST O. =ODS ' >SCA' T9 G' ' 8 T@' IA ' % OI. O66A' SS ; O. l6 <OI. l>4 WHICH ANTARES SYSTEMS LIMITED/MCL SHALL NOT BE RESPONSIBLE FOR NON RECEIPT OF E-MAIL FROM ANTARES SYSTEMS LIMITED. IT IS THE RESPONSIBILITY 9< T@' -CST9, ' A T9 ; ' Al<D T@' STOTCS 9< T@' IA BI6S O>6 8OD T@' S' -CAITD 6' 89SIT O--9A6l>4. D+T@' T' A, S ? -9>6lTI9>S O88' OAl>4 9> T@' 6OD 9< OC-TI9> OA' <l>O. O>6 =@l-@ , OD B' 69=>. 906' 6+**

- 1+ The word "AS IS" wherever appearing (means the , 0@0>06l -90. <l' .6S .T6 OA' ' >-. 9S' 6 OS 0>>' FCA' %0+
- 2+ The word "S' .. ' A" wherever appearing (means the , 0@0>06l -90. <l' .6S .T6+, /, -. 3 or its authorized representative+
- 3+ The word "Ontario" wherever appearing (means the Ontario "S' .. l>4 04' ' >T 9< S' .. ' A" wherever appearing (means, in ( or contract whose rate has been accepted 2\* the "S' .. ' A" and the sale release order has been issued in his/her favor+
- 5+ The orders are to be filled on a "first-come, first-served" basis, and all orders are strictly on **AS IS WHERE IS AND NO COMPLAINT BASIS**. In case of an unreasoned circumstances beyond the control of the manager of the "S' .. l>4 04' ' >T 9< S' .. ' A", the action (as extended/modified)

**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 contractor should inspect the scrap materials at the site of , 0@0>06l -90. <l' .6S .T6+ during an working day within 09:00 a.m. to 5:00 p.m. after downloading these terms and conditions **from the site and with PHOTO IDENTITY CARD**. Necessary permission should be taken from the landholder prior to inspecting the scrap materials.
- 7+ **VALIDITY OF OFFERS**" All bids shall remain valid for 90 /ninety\*3 days from the date closing of the auction.
- 8+ **SALE IS ON AS IS WHERE IS BASIS**" The sale will be on AS IS BASIS. It is the responsibility of the bidder to inspect the materials during working hours on an working day 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 2\* reason of an defect in an lot or on account of an lot incorrectly described **and/ or** on account of weight of an lot sold 2\* weight being incorrectly stated and the purchaser shall not be **entitled for** an damage or compensation whatsoever on account of such defects in description or weight.

**Weightment** at , -. weightment shall be final and binding for the scrap materials sold 2\* weight. In case the quantity on actual count, **weightment** or (percentage) as the case (as) be, works out to be less than the quantity 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**. To 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 quantity and content of the lot. Bidders are **requested** to contact the respective Regional Stores/State Offices, or respective Regional Stores/State Offices, the details of which are enclosed herewith, or inspection of the lot/s to assess the electrical 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 subject 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](mailto: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 bid in time and correctly. If an application receipt is delayed, Antares Systems Limited will not allow the bidder to participate in the auction.

**(b) Refund of EMD:**

The amount of the unsuccessful bidder shall be refunded to M/s. ANTARES SYSTEMS LIMITED, Bangalore within seven days of the closing of the auction.

The amount of the successful bidder shall be retained by M/s. ANTARES SYSTEMS LIMITED, Bangalore till the Security Deposit Certificate is received. On receipt of the Security Deposit Certificate, the amount 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 in advance, within the stipulated time period, the amount shall be forfeited and the bidder shall be liable to be debarred from participating in the auctions of the Corporation for a period of 03 (Three) years from the date of issuance of warning letter.

The forfeited amount shall be credited to the account of M/s. ANTARES SYSTEMS LIMITED, Bangalore. The details of which are mentioned in the attached certificate.

**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.

**0 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.

IT IS TO BE ADVISED THAT THE BIDDERS; AND THE SUCCESSFUL BIDDERS HAVE TO DEPOSIT THE SECURITY DEPOSIT AS MENTIONED BELOW WITHIN THE STIPULATED CALENDAR DAYS OF THE DATE OF INTIMATION BY M/S ANTARES SYSTEMS LIMITED TO THE 21<sup>st</sup> (Twenty one) working days of the closing of the 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 lots shall be paid by the bidder through RTGS 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) =ithin 07 da\*s ro( the date o Inti(ation 2\* , 7s Ontares S\*ste(s .i( ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" without penalty.**
- b) =ithin \$4 da\*s ro( the date o Inti(ation 2\* , 7s Ontares S\*ste(s .i( ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" with 1% penalty.**
- c) =ithin 2\$ da\*s ro( the date o Inti(ation 2\* , 7s Ontares S\*ste(s .i( ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" 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) =ithin \$4 da\*s ro( the date o Inti(ation 2\* , 7s Ontares S\*ste(s .i( ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" without penalty.**
- b) =ithin 2\$ da\*s ro( the date o Inti(ation 2\* , 7s Ontares S\*ste(s .i( ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" with 1% penalty.**
- c) =ithin 2& da\*s ro( the date o Inti(ation 2\* , 7s Ontares S\*ste(s .i( ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" 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.**

**2+ISSUANCE OF SALE ORDER" 9n recei5t o the rel1isite S' -CAITD 6' 89SIT O. 9>4=IT@ 8' >O. TD l< O>D, thro1gh AT4S7>' <T as indicated a2ove 2\* , -. , 7S O>TOA' S SDST' , S . l, IT' 6, Kolkata, will iss1e a sale order or the sold lots+**

**B) BALANCE PAYMENT FOR CONFIRMED LOTS** The successful bidders will have to deposit the balance material value along with penalty in advance through AT&T in favor of, 7S, 00061-90. 6S. T6, 5a2le at Sa(2al51r onl\* as per the following schedule

- a3 = within 22 days from the date of Intication 2\* , 7s Ontares S\*ste(s .i(ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" **without penalty.**
- 23 = within 29 days from the date of Intication 2\* , 7s Ontares S\*ste(s .i(ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" **with 1% penalty.**
- c3 = within 36 days from the date of Intication 2\* , 7s Ontares S\*ste(s .i(ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" **with 2% penalty.**
- d3 = within 43 days from the date of Intication 2\* , 7s Ontares S\*ste(s .i(ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" **with 3% penalty.**
- e3 = within 50 days from the date of Intication 2\* , 7s Ontares S\*ste(s .i(ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" **with 4% penalty.**
- 3 = within 57 days from the date of Intication 2\* , 7s Ontares S\*ste(s .i(ited to the 21\*er7ne!t working da\* o -losing o the e%a1ction" **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 an bidder fails to submit the required amount within the stipulated period mentioned above, along with penalty in advance, the security amount deposited by the bidder shall be forfeited and the bidder will be liable to be debarred from the participation in all future auctions or a period of 0\$/one year and, the bidder shall have the full right on these lot/s.

**\$\$\$ GST & OTHER LEVIES: GST as applicable at the time of delivery will be deposited by the bidder at the time of 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** , -. shall not issue an\* K=a\* Bill or transportation of the sold material. It is noted that the person carrying (over)ent of goods is required to issue e%wa\* Bill in 4ST Aegic (e+ Since transportation is arranged 2\* 21\*er, , -. is legally not required to issue wa\*Bill+

\$2+ **ISSUANCE OF DELIVERY ORDER** On receipt of balance sale value along with applicable 5enalt\* i an\* to MAHANADI COALFIELDS LTD through AT4S7>' <T with intication to , 7s Ontares, a deliver\* order will be issued 2\* Ontares S\*ste(s .i(ited or the respective sold lots. The 69 will be issued only after verification of the original attested e%a1ction l% card+0 co5\* of the attested e%a1ction l%-ard is to be sent to , -. along with deliver\* order. On receipt of the deliver\* order issued 2\* , 7s Ontares S\*ste(s .i(ited, , -. will issue SO.' A' . ' OS' 9A6' A or deliver\* of materials to respective stock holders of , -. areas to the successful bidders.

**NOTE:** 055lica2le Ta!es, -ess ? 61ties and T-S ) \$+00M on the gross (aterial val1e / (aterial val1e # GST+ Cess if any3 shall however be 5a\*a2le at actual 2\* the success 1l 2idder be ore li ting of the (aterial at site7, -. Orea 9 icer 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 weight basis. No complain whatsoever shall be entertained after the lot is sold.

>ote" **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.**

\$4+ **ANTARES SYSTEMS LIMITED/MCL** reserves the right to accept or reject an\* lot at an\* stage without assigning an\* reason thereon even after issuance of deliver\* order+

\$5+ B1\*er and their (en are required to adhere strictly to the sa et\* ? sec1rit\* r1les of the 6e5ot7=orks7Sales area+



- \$6+ - rane charges to be borne by the purchaser whenever the materials are required to be loaded, shipped or crane loading has to be done by the buyer at his own cost and arrangements for loading 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.
- \$7+ A sale will not be recognized, deliver order will be issued in the name of actual buyer after realization of all material value, Taxes and duties as legally leviable shall be deposited with the Stockholder prior to lifting of the sold materials.
- \$8+ All bidders should ascertain the availability of supplies (enter list, in an, before inspection of materials starts. Supplies (enter list can be obtained from the, -. officer or O>TOA'S SDST', S.I, IT' 6 officers.
- \$9+ The goods shall lie in the premises of, -. , entirely at the risk of the buyer from the time of the sale and until removal.
- 20+ Deliverer of goods shall be allowed during the working hours of, -. on production of Sale Release Order issued by MCL and along with attested 1% OA6 or taking delivery however, -. shall be at liberty to re-use the deliverer unless advised or within a reasonable time before the closing hour of the day and in this respect, -. 's decision shall be final and binding. Deliveries will not be effected on holidays observed in works of, -. .
- 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 shall be calculated on the value of the lifted quantity.
- 21+ Bidder bidding for goods tendered for auction shall be deemed to have taken into account and made due allowance for the cost of handling, loading or other expenses including discharging, if required, or the disposal of removal of the goods, -. will effect delivery of goods only at the sites convenient location indicated in the auction.
- 22+ , -. will be at liberty to remove any lot before delivery to such or other place as it (a) 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 (1) 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 price which will be result into termination of the contract and forfeiture of S' -CAITD 6' 89SIT.

- 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+ On\* dis51te arising o1t o an\* contract shall 2e decided 2\* co1rts in SO, BO. 8CA and 2\* no other co1rts+ The co1rts in SO, BO. 8CA shall have e!cl1sive right to adB1dicate 15on an\* s1ch dis51te+
- 26+ In the event o the 21\*erJs ail1re to 1l ill an\* o2ligations 1nder these general conditions o sale incl1ding de a1lt and7or ail1re on the 5art o the 21\*er to re(ove7li t the goods against an\* lots within the sti51lated ti( e a ter 5a\*( ent o the entire75art sale val1e, the sale o s1ch lot shall 2e cancelled or the l1antities not taken deliver\* 2\* the 21\*ers and the Sec1rit\* 6e5osit in res5ect o the sa( e shall 2e treated as adB1sted7 or eited towards the 5art val1e o (aterials and 7or Ontares S\*ste(s .i( ited7, -. will 2e entitled to re%sell the goods at the entire risk and cost o the 21\*er as and when Ontares S\*ste(s .i( ited 7, -. thinks 2est, witho1t an\* notice to the 21\*er and O>TOA' S SDST' , S .l, IT' 67, -. shall 2e at 1ll li2ert\* to retain and7or adB1st7or recover ro( 21\*ers an\* other a( o1nt l\*ing with O>TOA' S SDST' , S .l, IT' 67, -. to the 21\*ers credit either 1nder this contract or which ( a\* an\* ti( e 2eco( e 5a\*a2le7re 1nda2le to the 21\*ers either 1nder this contract or an\* other contract, the a( o1nt o losses or da( ages or clai( or e!5enses that ( a\* 2e inc1rred 2\* the O>TOA' S SDST' , S .l, IT' 67, -. in s1ch re%sale o the l1antities 1nder the contract not taken deliver\* 2\* the 21\*er+ ' ven a ter s1ch recover\*/ **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 de( and witho1t an\* o2Bjection or de( 1r+ The decision o O>TOA' S SDST' , S .l, IT' 67, -. in regard to the act1al losses inc1rred 2\* O>TOA' S SDST' , S .l, IT' 67, -. incl1ding the reasona2leness o the rate at which O>TOA' S SDST' , S .l, IT' 67, -. ( a\* re%sale the l1antities shall 2e inal and 2inding on the 21\*ers 5rovided alwa\*s, i an\*, loss is inc1rred 2\* O>TOA' S SDST' , S .l, IT' 67, -. , the 21\*er shall onl\* 2e entitled to the re 1nd o the a( o1nt retained 2\* O>TOA' S SDST' , S .l, IT' 67, -. 2\* wa\* o advance 5a\*( ents towards sales val1e/ e!cl1ding earnest (one\*3 witho1t an\* interest thereon 21t not an\* other a( o1nt+ On\* gain on an\* resale as a oresaid shall, however 2elong to , -. +

- 27+ All complaints of whatever nature should be referred to the Branch Manager in triplicate at O>TOA'S SDST', S .I, IT' 6, Golkata, immediately to the 21\*er concerned+
- 28+ Bidders are warned that an attempt to misuse 40T' 80SS, challan authorizing deliver\* or an\* such documents **will render them liable** to serious penalties or such action as may be taken to O>TOA'S SDST', S .I, IT' 67, -. The 21\*er 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+ Bidding and choosing will be allowed. Bidders have to operate the lots from one side of the head 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 21\*er will have to clear the entire lot on OSIS @ A' 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 bidders of the lots are requested to collect purchased materials from inside the works should contact the superintendent of works and/or respective officer in charge at the site, to get themselves well acquainted with superintendent's 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 wrong lifting of any materials by the bidders, O>TOA'S SDST', S .I, IT' 67, -. shall be within its rights to suspend further deliver\* to the bidder until all compensation or such wrong lifting or recovery have been deposited+
- 34+ The general conditions of the materials against all lots of the catalogue should be taken reflected as per the 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 O>TOA'S SDST', S .I, IT' 67, -. shall also be deemed to be part of the agreement+

Each lot upto 15 or 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"

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

The following eligibility criteria and documents that are to be submitted with the bids 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 action - Bandwidth, speed, connectivity, slowness to access pages or downloading etc. are the control of the service provider, hence, no responsibility and liability lies with the service provider or the above mentioned services, in case of the bidders before entering the action.