



Amendments to Uniform Policy for Disposal of Scrap.

Sl	Clause No. as per policy	Existing Clause	Amendments / Additional Provisions
1	4.1	1. Provisional/ Technical Survey off Report (For Equipment/ P&M items) "The concerned head of the Technical wing at HQ will obtain approval of CMD of the Subsidiary Co.s / Director (Technical) in case of CIL HQ for equipment /P&M items, as the case may be, to consider them as provisionally surveyed off for disposal."	The existing Para of clause 4.1 of disposal policy may be replaced as " " The concerned Head of the Technical Dept. at HQ will obtain approval of Director (Tech)/CMD, as per DoP of subsidiary company, for declaring the equipment as provisionally surveyed off for initiating the procurement action. "
2	4.2 A	Grounding of Equipment/ P&M "After competent approval of Provisional Survey off Report, and grounding of the surveyed off equipment / P&M and vehicles, the lot will be put up to the Survey off Committee for final survey off and disposal. Final Survey-off report after grounding shall be approved by The General Manager /Administrative Head of Area/CWS/CS/General Manager (Administration) in case of HQ along with the Reserve Value."	Competent Authority shall be same as indicated in Clause 4.1 in line with Purchase Manual Clause 7.4.2.2
3	5	Acceptance of Bids	
4	6	Continuation of disposal of Scrap and unserviceable materials as per existing Selling Agency Agreement with the service provider till the development of new e-auction portal by CIL.	Existing Portal terms & Conditions may be continued, as it was mentioned that existing Selling Agency Agreement to continue
5	6.2	Approval for sending the lots for sale through e-auction to the Service Provider "The Store section of the MM department at CIL HQ / Subsidiary HQ will obtain approval of GM (MM)/HOD for putting up these Lots for sale through e auction. If required the lots, received from different Areas, departments may be consolidated, before putting up for auction."	The clause shall be amended as "The Store section of the MM department at CIL HQ / Subsidiary HQ will obtain approval of GM (MM)/HOD after <u>vetting of Associate Finance</u> for putting up these Lots for sale through e auction. If required the lots, received from different Areas, departments may be consolidated, before putting up for auction".
6	6.15	Every auction will be prepared with a pre-determined opening and closing date and time which will be duly intimated to Bidders by Service Provider. Bidding will be accepted within that fixed period provided there is no continuation of bidding at that point of time. The closing time shall automatically be extended by further 10 minutes, every time, if a Bid is recorded within last 10 minutes closing of Bids.	Existing Portal terms & Conditions may be continued, as it was mentioned that existing Selling Agency Agreement to continue
7	6.16	Refund of Pre-Bid EMD "Every bidder will have to deposit Pre-Bid EMD of Rs. One Lakh only against each auction to service provider before the e-auction. The Pre-Bid EMD will remain deposited with the Service Provider. The Pre-Bid EMD will be refunded to unsuccessful bidder within 3 days after closing of the auction by the Service Provider. In case of successful bidder, the Pre-Bid EMD will be retained by the service provider till the full payment of the Lots is submitted by the successful bidder to the concerned Subsidiary Company HQ / CIL HQ through NEFT."	In case of successful bidder, the Pre-Bid EMD will be retained by the service provider till the full payment of the Lots is submitted by the successful bidder to the concerned

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8	6.16	Refund of successful pre-bid EMD of buyer	Subsidiary Company HQ / CIL HQ through NEFT and <u>for the release of pre-Bid EMD of the successful bidder, the Competent Authority shall be GM(MM) / HoD (MM) of Subsidiary Company/ Area GM with the concurrence of Associate Finance</u>
9	6.19	<p>Forfeiture of pre-bid EMD, in case the bidder fails to deposit the Security Money within the prescribed period.</p> <p>“Security Deposit of 25% of Material Value of the lots sold to the buyer should be deposited to CIL / Subsidiary company HQ through NEFT/ RTGS within 7 days from the date of intimation. 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. In case the bidder fails to deposit the Security Money within the prescribed period, it will be presumed that he has abandoned the lot and the sale of that lot shall be treated as cancelled and his EMD shall be forfeited. Further, the defaulting buyer shall be debarred for participating in the e-auction of that subsidiary/ CILHQ for 6 months.</p> <p>The request for extension of deposition of Security Deposit may be considered by Subsidiary / CIL Hq after levying penalty (1 % of the sale value with applicable GST, if any) with the approval of concerned GM (MM)/HOD for maximum 7 days.”</p>	Competent Authority for forfeiture of EMD shall be GM(MM)/HoD (MM) of Subsidiary Company/ CIL HQ/Area GM
10	6.19	Defaulting buyer shall be debarred for participating in the e-auction of that subsidiary/CIL HQ for 6 months	Approving Authority shall be GM (MM) / HOD (MM) of Subsidiary / CIL HQ /Area GM with concurrence of Finance.
11	6.20	<p>Forfeiture of Security Deposit and Pre-bid EMD, in case the bidder fails to deposit the Balance Payment within the due date of payment</p> <p>“On confirmation of the receipt of Security Deposit amount by CIL/Subsidiary, the Service Provider will issue the Sale Order to the Successful buyer, under intimation to the Seller (Subsidiary/CIL HQ), clearly indicating Payment terms for Balance Material Value and the due date for the same. Balance 75% Payment for the full value of the lot (along with GST and /or TCS) shall be deposited by the Buyer to CIL / Subsidiary company HQ 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.</p>	Competent Authority for forfeiture of initial 25% Security Deposit shall be GM(MM)/HoD (MM) of Subsidiary Hq/CIL Hq/ Area GM, with concurrence of Associate Finance.
	6.20	<p>However, if the balance payment is not received within the due date of payment as indicated above, the Security Deposit against that lot and Pre-Bid EMD shall be forfeited and such lot(s) will be deemed to have been abandoned by the buyer and shall again be put up for auction. The buyer shall have no claim on such lots. Further, the defaulting bidder will be debarred from participating for Six Months from the date of Closing of Auction for that particular subsidiary company / CIL Hq. However, under circumstances beyond control of the buyer/ force majeure conditions, the CIL/Subsidiary Co. may allow payment beyond stipulated period (with penalty- as indicated above, subject to maximum of 10% of the sale value), with the concurrence of Finance and approval of Director(Technical)”.</p>	The following clause may be replaced as: “However, under circumstances beyond control of the buyer/ force majeure conditions, the CIL/Subsidiary Co. may allow payment beyond stipulated period (without penalty), with the concurrence of Finance and approval of Director(Technical).”

Sl	Clause No. as per policy	Existing Clause	Amendments / Additional Provisions
12	6.20	Defaulting bidder will be debarred from participating for six months from the date of closing auction for that particular subsidiary company/CIL HQ	Competent Authority shall be GM (MM) / HoD (MM) of Subsidiary Hq/ CIL Hq/ Area GM with vetting of associate Finance.
13	6.22	Issuance of 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 of Subsidiary HQ/CIL HQ), with a copy to the Service Provider and the buyer."	Competent Authority shall be GM (MM) / HoD (MM) of Subsidiary Hq/ CIL Hq/ Area GM with vetting of associate Finance.
14	6.23	Forfeiture of sale value of the un-lifted quantity after expiry of the extended delivery period "After expiry of the extended delivery period the sale value of the un-lifted quantity shall stand forfeited and party shall not be allowed any lifting. However, if the delay is due to force majeure conditions or any unforeseen situations faced by the seller, further delivery extension without ground rent may be given with the concurrence of Finance and approval of Director (Technical), recording proper justification."	GM(MM)/HOD(MM) of Subsidiary Headquarters / CIL HQ after vetting of Associate Finance.
15	NA	Approval of Security Money deposition beyond stipulated period under circumstances beyond control of the buyer/force majeure conditions	The following clause may be added: "However, under circumstances beyond control of the buyer/ force majeure conditions, the CIL/Subsidiary Co. may allow payment beyond stipulated period (without penalty), with the concurrence of Finance and approval of Director(Technical)."
16	Para 5 of Clause 6.20 However, under circumstances beyond control of the buyer/ force majeure conditions, the CIL/Subsidiary CO. may allow payment beyond stipulated period (with penalty – as indicated above, subject to maximum of 10% of the sale value), with the concurrence of Finance and approval of Director (Technical)	No penalty should be imposed with the approval of D(T), as indicated in sl no 15.
17	6.20 & 6.23		Force Majeure condition may be indicated as under in the contract : "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 21 days 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.

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Sl	Clause No. as per policy	Existing Clause	Amendments / Additional Provisions
18	E-Waste		The sale of E-waste may be treated on similar lines as that of "Hazardous Scrap" as defined in this policy.
19	Competent Authority for Amendment of Policy	No provision	The Competent Authority to issue any procedural change of this Manual shall be Chairman, CIL




Standard Operating Procedure for e-waste Disposal to be a part of Uniform Policy for Disposal of Scrap.

The procedure laid down is only for items covered under e-Waste Management Policy Schedule – I (Copy enclosed) issued by CIL. In addition to the procedure laid down below, it shall also be governed as per e-waste policy issued by CIL and guidelines issued by GoI, with amendments issued from time to time.

1. Identification / declaration of E-waste :

Nodal Officer (S&D / e-waste) – Area General Manager/ Administrative Head of Central Workshop/Central Stores shall nominate a Nodal Officer, not below E6 rank (if E-6 officer is not available, then Officer of E5 (preferably) or lower Rank may be nominated) for his area to initiate and co-ordinate the activities related to identification and declaring the e-waste for the purpose of disposal, as well as coordinating delivery of the sold e-waste. At Subsidiary HQ/ CIL HQ, the Nodal Officer (not below E6 rank) shall be nominated by Director (Tech), Subsidiary Co./ CIL.

Technical departments (System/E&T/E&M etc) shall primarily identify and intimate e-waste to Nodal officer (e-waste) in every quarter.

Note: Laptop/Desktop computers of the company considered as e-waste after its useful life, should be repaired and donate to Govt. schools/colleges failing which to private schools/colleges for gainful utilization. CIL should bear the required expenditure under its CSR activity.

In order to declare such items as e-waste, a standing E-waste Committee consisting of following members shall be constituted :

A. For the items kept in the custody of the Project/ Unit:

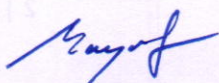
- i) Project Officer/Head of the concerned Project /Unit
- ii) Area Nodal Officer (S&D / e-waste)
- iii) Concerned Engineer In-charge of the Project / Unit
- iv) Concerned head of the Finance of the Project / Unit
- v) Concerned Officer In-charge of the Store of the Project / Unit

B. For the items kept in the custody of the Regional Store /Area Store:

- i) GM (Operation) / Staff Officer (Mining) or his authorized representative.
- ii) SO (Excv) / SO (E&M) / Head of concerned Technical Deptt. or his authorized representative
- iii) Area Nodal Officer (S&D / e-waste)
- iv) Area Finance Manager or his authorized representative
- v) SO(MM) / Depot Officer

C. For Central Workshop, the committee will consist of the following Officials:

- i) Nodal Officer (S&D / e-waste) nominated for CWS.




- ii) Officer in-charge of Unit Store / SO (MM)
- iii) Area Finance Manager or his authorized representative.
- iv) Technical Member (Engineer in charge of concerned section / shop / Engineer nominated by GM (CWS).

D. For Central Stores (CS), the committee will consist of the following Officials:

- i) Nodal Officer (S&D / e-waste) nominated for CS
- ii) Finance Manager -in charge or his authorized representative.
- iii) Technical Member (To be nominated by G.M / Administrative Head of CS).
- iv) MM member, if Nodal Officer (S&D / e-waste) is not from MM discipline.

E. For Subsidiary Headquarters/ CIL Headquarter, the committee shall comprise of the following officials :

- i. Nodal Officer (S&D / e-waste) of HQ.
- ii. GM (MM)/HOD/(Stores) or his Authorised Representative not below E6 Rank preferably. If E-6 officer is not available, then Officer of E5 (preferably) or lower Rank may be nominated.
- iii. GM (Finance) or his Authorised Representative not below E6 Rank preferably. If E-6 officer is not available, then Officer of E5 (preferably) or lower Rank may be nominated.
- iv. GM/HoD of concerned Technical Department or his Authorised Representative not below E6 Rank preferably. If E-6 officer is not available, then Officer of E5 (preferably) or lower Rank may be nominated.
- v. GM/ HoD of Administrative Department or his Authorised Representative not below E6 Rank preferably. If E-6 officer is not available, then Officer of E5 (preferably) or lower Rank may be nominated.

The Survey Off Committee for e-waste will be constituted with the approval of the concerned Director (Technical) for HQs and by GM/ Administrative Head of Area.

In case of CMPDI, the Regional Institute shall be considered as 'Area' and the Regional Director as 'Area General Manager'.

2. Formation of lots:

The nodal officer in association with technical department will ensure that the already surveyed off equipment /P&M /other materials declared as e-waste under their respective custody for disposal are properly arranged in sizeable lots. The following guidelines are laid down for the proper arrangement of lots:-

- a) Designated space for storage and formation of Lot under Nodal department at Subsidiary and CIL HQ and at Stores at area level.
- b) e-waste will be arranged in a lot of suitable quantity/volume and the heap should be properly arranged to enable the Purchasers to make a fair assessment of the Lot.
- c) Lots will be sold on "as is where is" basis, which denotes that the equipment / P&M /e-waste 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. Such a condition is essential to obviate dispute with Purchasers and legal complications.

- d) The lots will be properly segregated and under no circumstances, working stocks will be mixed up with stores under disposal.
- e) The Lot No. of each Lot should be clearly displayed.
- f) Where a bid can be secured as a rate per item instead of a total value for the entire lot the items may be declared and sold by numbers.
- g) A condition should be incorporated in the terms of sale that, if the weight actually offered at the time of delivery is less than the Weight originally declared, a proportionate refund will be granted to the purchaser with the approval of Director (Technical). In case the weight of the lot is higher than the estimated quantity, the purchaser willing to take the additional quantity (limited to max 10% of the offered quantity) should deposit the equivalent amount before taking the delivery, with approval of Area General Manager / Administrative head Areas and G M (MM) in case of Head quarter.
- h) Under no circumstances, items to be declared for Sale, both by numbers as well as in weight.
- i) Once the items are declared for disposal and surveyed off by a duly constituted survey off committee, under normal circumstances, parts/assemblies/accessories of such plant and equipment / P&M /e-waste should not be withdrawn or removed. If any such withdrawal /removal in the case of surveyed off equipment / P&M /stores is inevitable, the sanction of Director (Technical) will be obtained by the initiating project/colliery through the Area General Manager recording the reason as to why such action could not be taken before sending the survey off report and the justification there of. This may necessitate withdrawal of lots/re-fixation of reserve value etc.

3. Duties of Survey off Committee for e-waste :

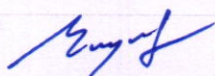
As per the Uniform Policy for disposal of scrap.

4. Survey of Report :

- a) As per the Uniform Policy for disposal of scrap.
- b) In addition Nodal Officer needs to ensure that, if replacement requirement is being placed, the surveyed off item should be first put up for Buy Back option, if feasible.
- c) The reserve price of the lot may be kept as written down value. In case of items / lots are proposed to be sold on weight basis, the Survey off committee for e-waste shall assess the lot and set a reserve value.

5. Disposal and Sale:

- a) All bidders shall be registered / certified entities for purchase of e-waste and same should be ensured by Nodal authority.

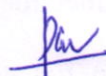
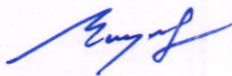


- b) The list of disposable e-waste will be forwarded to the Service Provider for disposal through e-Auction. Sale of those surveyed off lots shall be concluded in favor of H 1 bidder, for which the H1 price offered by the H 1 bidder is more than or equal to 50% of the Reserve Value.
- c) The remaining e-waste which could not be sold in first auction, shall be put up for e-auction second time. Sale of those surveyed off lots shall be concluded in favor of H 1 bidder, at the price quoted by the H 1 bidder.
- d) In either of the case for disposal of the e-waste, the H1 bid received shall be accepted considering timely Disposal of e-waste is an essence for conservation of environment.
- e) Despite two attempts of e-auction, if the e-waste could not be sold, then outcome of the e-auctions conducted so far (soft copy of complete bid- sheets of the 2 auctions) shall be reverted to the concerned Areas/department for re-assessment.
- f) The Concerned Authority may also take action for disposal in line with the provisions of Rule 221 of GFR 2017, which inter alia reads as under:
“In case the Ministry or Department is unable to sell the item even at its scrap value, it may adopt other modes of disposal including destruction of the item, in an eco-friendly manner”

6. Conduct of E-Auction:

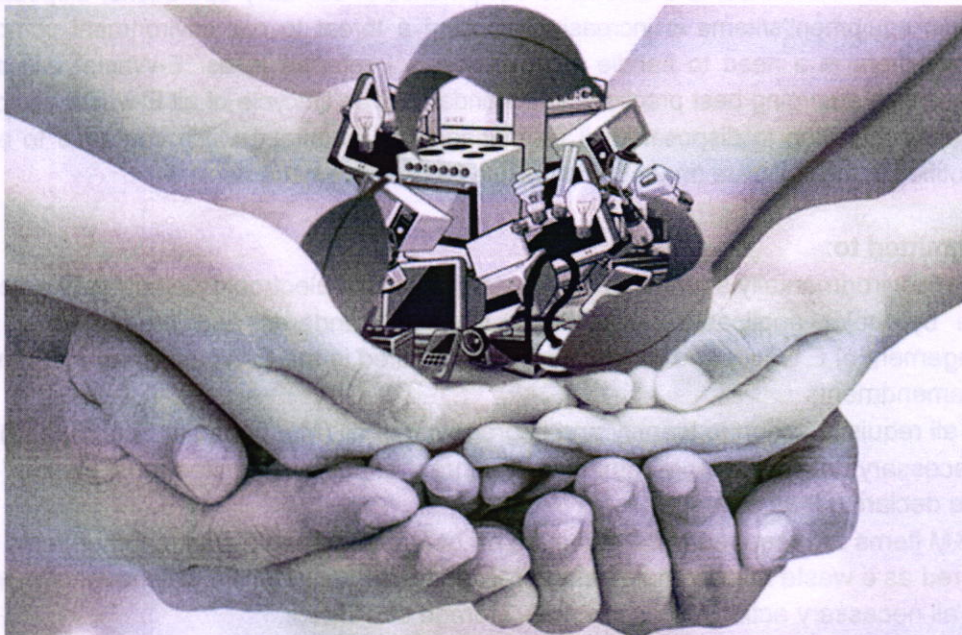
As per the Uniform Policy for disposal of scrap.

All other procedures and formalities shall be executed as per the Uniform Policy for disposal of scrap.





E - WASTE MANAGEMENT POLICY



COAL INDIA LIMITED

A Maharatna Company

A. Scope

This policy may be called "**E waste policy of Coal India Limited - 2019**". This policy will be applicable to Coal India Limited (CIL) and its subsidiary companies in India. It shall come into force from the date of its approval & circulation thereof.

B. Policy Statement

'E-waste' means electronics and electrical equipment, whole or in part discarded as waste by consumer as well as rejects from manufacturing, refurbishment and repair process.

CIL is committed to protect the Environment pollution through proper disposal of wastes generated from used electrical/electronic devices, and bringing awareness among all its stakeholders for continual improvement in environmental performance ensuing the best practices. CIL need to meet demanding standards of E-Waste management in all aspects in operations.

C. Objectives and Strategies

With pervasive use of electrical and electronic equipment's in our daily operations, disposal of electrical and electronic equipment's/items is increasingly posing a threat to our environment comprising health aspects. Thus there is a need to handle such disposals - referred to as "E-Waste" - in a responsible manner in line with emerging best practices and standards. The lifecycle of all E-waste equipment's/items spanning from acquisition to disposal shall be managed in a manner which conforms to environmental norms as notified in the E-Waste (management) Rule 2016 & its amendments.

D. CIL is Committed to:

1. Ensure environmentally sound disposal /management of electronic & electrical waste.
2. Abide by major applicable Legislations, Codes, Standards and requirements for effective management of E waste and its procedures as notified in the E-Waste (management) Rule 2016 & its amendments.
3. Take all requisite action to identify and segregation of all (Mentioned in Schedule - I) E-Waste
4. All Necessary data's available within the electoral peripheral identified must backup/ destroyed before declaring it as e waste.
5. All P&M items are required to be surveyed off before declaring e waste. Other items will be declared as e waste after completion of prescribed life or useful life whichever is more.
6. Take all necessary actions to ensure safe storage of e waste.
7. Maintain Mandatory records relevant to the E- waste generated / handled and channelized in common format and make also available such records for scrutiny by concerned Authorities /Agencies/SPCB/CPCB.
8. E waste once identified should be disposed within 180 days through, preferably govt. authorized agencies. Depending upon the lot size, the concerned authority may decide by recording whether to arrange for disposal or wait for the lot to be further increased by adding subsequent deposits of e waste as generated in different store/location.
OR, Ensure that E waste generated is channelized through collection center or Dealer of Authorized Producer or Dismantler or Recycler or through the designated take back service provider of the producer to authorized Dismantler or Recycler.
9. Disposal of the items such as Walkie-Talkie/ wireless set will be taken up after compliance of guidelines issued by Government.
10. Generate awareness within the organization on E-waste policy and procedures.

E. Implementation

Disposal action of all E – waste items lies with E - Waste Committee consisting Environment Department, User Departments, Material Management, Finance Department & Administrative Department.

F. This guideline may be reviewed and revised every 5 years to incorporate the changes in National / State relevant policies, Acts etc,

G. SCHEDULE - I

Categories of electrical and electronic equipment including their components consumables, parts and spares covered under this policy.

Sl. No	Category	Item
i) Information technology & telecommunication equipment.		
1	Computers	Server / Desktop computer (CPU, Monitor, Keyboard and Mouse), Laptop, Notebook, Dumb terminal, etc. or similar type items
2	Printer & accessories	Printer, Scanner, Printer, Cartridge, Copying M/c etc. or similar type items
3	Network equipment's	Routers, Switches, Patch panel, Modem, Converter, VSAT equipment, etc. or similar type items
4	IT accessories	TV Tuner box, Floppy, CD and DVD, Pen Drive, External Hard disk, External CD / DVD writer, DAT Drive, Speaker, Laptop Hand Held device, VC equipment's, Data Cartridge, Electronics type writer, Telex, Cameras etc. or similar type items
5	Telephones	Telex, Telephones, Telephone exchanges, Pay Telephones, Cordless Telephones, Cellular Telephones, etc. or similar type items
6	Associated electrical items	Power cable, Data cable, UPS, etc. or similar type items ,
7	Associated electrical/electronic items of P&M).	All type of Control Cards / devices, PCB, amplifier rectifier, etc. or similar type items
ii) Consumer electrical & electronics		
8	Other electrical Items	Television sets, Refrigerator, Air conditioners (excluding centralized Air conditioning Plant), Florescent and other Mercury containing Lamps , Electronics based medical equipment's, all type of batteries excluding Lead acid batteries etc. or similar type items ,
9	Laboratory & monitoring	All type Air, Water monitoring & Laboratory equipment or similar type items .

Note: The E-Waste Policy has been approved by CIL Board in 399th CIL Board Meeting held on 11th Feb. 2020
