

SARDA ENERGY AND MINERALS LTD.

SARDA ENERGY AND MINERALS LTD will sell **Various Scrap Items (MS ,SS Steel, Copper Aluminium etc)** available at Industrial Growth Center, Siltara, **RAIPUR ,**

Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below.

INSPECTION OF MATERIAL	Till 22.10.2020 Between 10:00 AM to 05:00 PM Except Sundays & Holidays
LOCATION OF INSPECTION	SEML Siltara Raipur
EMD PAY IN FAVOUR	SARDA ENERGY AND MINERALS LTD. Payable at Raipur
ACCOUNT ON UNION BANK , RAIPUR	AC NO. 327004040000101 IFSC CODE UBIN0532703
LAST DATE AND TIME TO RECEIVE EMD	22.10.2020
ON LINE ACUTION	http://www.apnajugaad.co.in
REGISTERED BIDDERS	ONLY THOSE BIDDERS WHO HAVE SUBMIT THEIR PRICE THROUGH ON LINE TENDER 1st STAGE WILL BE ALLOWED TO PARTICIPATE IN FINAL ON LINE AUCTION 2nd STAGE

EMD amount mention lot wise and EMD accept per lot basis, details provide on catatlog.

GENERAL TERMS & CONDITIONS

1. SEML (**SARDA ENERGY AND MINERALS LTD.**) reserves the right to accept one or more bid based on individual items/ lots as the case may be or reject all the bids if the result is not as expected. Sale shall be made to the HIGHEST BIDDER on "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS." The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.
2. SEML does not give warranty or guarantee of the quality, quantity, measurement, condition Chemical composition of each individual item/s or lot/s that form the auction property.
3. EMD amount will not carry interest.
4. Tax applicalbe as per government rule regulations,
5. Buyer should be lift material within given time, mentioned on sale/ delivery order.

PARTICIPATION

1. The interested buyer must register with <http://www.apnajugaad.co.in> self-attested copies of their PAN Card, valid GST registration certificate and address proof.
2. Refund of EMD amount to unsuccessful bidders will be initiated once the auction is completed, refunded to their Bank Account registered with SEML only.
3. On release of sale confirmation, Successful Bidder/s shall deposit 100% value of the material for the respective lot/s inclusive of the applicable taxes, Normally EMD/Security Deposit collected will be adjusted against the value receivable by SEML towards the last delivery
4. Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes like GST, IT, TCS etc. total sale value include Taxes applicable at the time of delivery.
5. In the event of default or delay in making the payment or not complying with any of the terms mentioned herein by the Successful Bidder, the contract will stand terminated automatically and the EMD/security deposit will stand forfeited.

DELIVERY

1. On receipt of full Sale Value along with applicable Taxes/TCS & other charges by the SEML, the SEML will issue final Delivery Order to the Buyer thereby enabling him to lift the materials within the period as may be prescribed by SEML from time to time.
2. Lifting of materials will be allowed only as per SEML instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, SEML will reserve its rights to impose penalties/forfeiture of EMD.
3. If the lifting of material un completed beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited and the un-lifted portion are may be removed at the risk and cost of the Buyer .
4. Breaking/ cutting may be allowed to loading into vehicles as per the permission of the SEML. No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of SEML. The decision of the SEML or his authorized representative shall be final in this regard.
5. The buyer shall arrange for all tools and tackles or labours , transportation at their own expenses. The same should be registered at SEML security and stores at the time of bringing in SEML site, while returning the same, it will be returned based on entries available at SEML stores. If buyer forgot or does not enter it at SEML stores for any reasons, he will not be entitled to claim it back.
6. It will be successful purchaser's responsibility to weigh the empty truck at the weighbridge and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.

7. Once the goods / materials are taken out of the factory gate, buyer will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc. All material offered under this tender is on "As is where is basis". Bidders are expected to inspect the material prior to bidding. If buyer to bid without inspection, it is at its own risk and cost. No quality or quantity claim will be entertained subsequently.
8. Seml will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc.
9. Disputes between Seml & bidder if any shall be within the jurisdiction of Raipur Courts only.
10. Buyer should follow all the rules & regulations applicable at SEML premises including safety, timings, etc. and amendments from time to time.
 - a. In case of an accident (fatal or non-fatal) while the personnel of yours are on duty, the responsibility for compensation, treatment, etc. to them, or to any third party or to any other person will be of yours and the company shall not be responsible for any claim or liability whatsoever in this regard.
 - b. The company shall not be responsible for damage for any property of you and / or your personnel due to any reasons whatsoever.
 - c. You shall indemnify the Company from all liabilities arising out of any payment made to the Government, (Central/State/ Semi-Government), State Authorities or any payment made under statutory Notification of the Government (Central/State) statutory authorities or on account of any award/order of the court in respect of you and your employees.
 - d. In the event of any damage caused in the moveable or immovable property of the Company or in the property anyone else, the Company reserves its right to compute the damage in terms of money and deduct the same from your security deposit.
11. Termination of Contract – Sarda Energy & Minerals Ltd., reserves the right to terminate the contract at any time on the following ground.
 - a. Unsatisfactory execution or performance of the contract by the Buyer.
 - b. For improper behavior of the buyer or by his employees / agents / representatives or breach of the terms and conditions of the contract