

## GENERAL TERMS & CONDITONS

1 These terms and conditions are related only to the sale of Trees. For Tree cutting, “Special Terms & Conditions” are also applicable.

2(a). The interested bidder should be registered with C1 India Pvt. Limited

2(b). Offers have to be submitted for the Trees on “as is where is basis”. Offers not in line with the requirement & instructions are liable to be disqualified and ignored.

2c. All offers shall be valid for a period of **30** days from the date of closing of e-auction.

2(d). It is sole responsibility of the buyer to assess the value of the Trees before giving the offer.

2(e). Interested bidders or their nominee are advised to inspect the Trees.

2(f)The Trees can be inspected latest up to 1 day before the date of auction.

2(g) The person interested to inspect the Trees should contact the Estate Office at phone no. (01334-285315/01334-1613). The person visiting for inspection of Trees must carry the following documents.

(a) Registration card issued by M/s C1 India Pvt. Limited for inspection.

(b) Authority Letter from the proprietor in case he appoints an agent to inspect the Trees.

(c) Valid I –card such as Aadhar card, Voter ID, PAN card, Driving License etc.

3(a). Prices have to be quoted for full lot of Trees as defined in NIT.

3(b). The prices quoted in the auction shall be the basic price, any taxes/duties/levies will be charge separately, as applicable at the time of lifting.

4 In case of short closer of contract, the buyer will have no claim except the refund due on account of short closed sale order. The refund will be on pro rata basis.

5 The quantity to be lifted can vary vis-à-vis the quantity lifting plan given in the auction Catalogue based on the availability / generation of the Trees. No complaint in this regard shall be entertained.

6 Buyer will remove/lift the Trees irrespective of descriptions/ quality/ appearance/condition and no claim against BHEL will be entertained in this regard.

7 Buyer will employ his own labour & means at his cost & risk for the removal/ lifting of Trees sold. The buyer will have to work neatly & will not scatter the Trees in any area.

8 Buyer will employee his own labour & means at his cost & risk for the removal/lifting of Trees sold. The buyer will have to work neatly & will not scatter the Trees in an area.

9 Trees will be delivered after cutting only on working days. Delivered Trees is to be cut, loaded & transported inside/outside BHEL premises by the buyer using his own arrangements & at his own cost.

10(a). Buyer or his representative must be in constant touch with the executive of Estate department, BHEL Haridwar regarding the schedule of lifting.

10(b). No compensation will be paid for retention in BHEL-Haridwar/ empty return of Vehicles.

10(c). Trees shall be removed/lifted as per instructions of concerned staff of Estate Department from time to time.

11. BHEL reserves the right to withdraw in part or full or to close the contract at any time during the execution of contract without assigning any reasons thereof. This will not entitle the buyer to demand compensation or right for delivery of sale order quantity by way of extension of contract. Failure of contractual obligations, on any account, by the buyer shall lead to forfeiture of security deposit without any notice.

12. The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise under any law.

13. Buyer shall not sublet or transfer the contract or any part thereof to any other individual or firm. This will be tantamount to termination of the contract.

14. The buyer will ensure that staff deputed by him is properly trained and competent according to the nature of work that they have to perform.

15. The buyer must ensure that all staff engaged in the work at site should wear personal protective equipment's (PPE's) as per work requirement.

16. All necessary precautions with respect to safety at site shall have to be taken by the buyer for activities to be performed by his staff.

17. For safe execution of work, buyer will have to abide by the instructions of concerned Work In-charge before starting the work & during execution of Trees lifting.

18. Cranes/ lifting equipment and lifting tackles that are to be used by the buyer should be in sound condition and be safe for use.

19. The buyer should comply all rules and regulations related to Forest, BHEL, Safety & Environment and other applicable laws

20. The buyer shall give declaration regarding his status of GST registration (Registered/Unregistered/Composite). He shall also invariably submit GSTIN & registered address if he is registered under GST act.

21(a). Pre bid EMD has to be submitted to AUCTION SERVICE PROVIDER in time & in line with NIT conditions.

21(b). Pre bid EMD of the H-1 bidder shall be adjusted against Security Deposit, if applicable. However any shortage towards SD requirement of the relevant tender will have to be submitted by

the bidder within the due time period allowed for the same.

22(a). Successful Bidder has to submit total amount of successful bid with taxes applicable at that time within 7 days of finalization of Auction.

22(b). Sale order issued by C1 India Pvt. Limited will specify the No. of tree, amount to be deposited & payment detail. The payment to be made, shall also include taxes & duties as applicable, before the lifting of Trees starts.

23. Taxes & duties shall be charged to the buyer extra as applicable before lifting of the Trees.

24. Lifting of Trees will be allowed only after the payment that is due on buyer has been credited into the account of BHEL, which shall be started only after deposit of full payment with applicable taxes in BHEL A/c by successful bidder.

25. The date of payment will be considered on which payment is credited in the account of BHEL. Therefore, buyer is advised to make payment well before the due date to avoid last minute issues. In case the due date of submission of any payment happens to fall on a holiday, the next day shall be considered as the last date of submission of such payment.

26(a). Post Auction Payment terms

(i) **Total amount of material value (net sale value quoted including Taxes & Duties) to be deposited by H1 vendor in the name of "BHEL(HEEP) COLLECTION A/C", A/C NO. 10667995458, IFSC CODE SBIN0000586, within 7 days from sale intimation date: as Security Deposit amount. After deposit of this amount by H1 bidder in account of HEEP/BHEL, sale order shall be placed on H1 bidder.**

26(b). **LATE PAYMENT PENALTY: In case the buyer fails to submit the payment within the due date of payment specified in the sale order, he may be allowed to make such payment along with late payment penalty @ 1% per week or part thereof, subject to a maximum of 5 weeks along with applicable GST thereon, at the sole discretion of HEEP, BHEL. If payment is not made even after 5 weeks from the allowed last date of payment, HEEP, BHEL may cancel the order for lots/ quantity and forfeit the amount deposited including Prebid EMD/ Security Deposit. The buyer will have no claim whatsoever on the material not lifted or otherwise.**

26(c) If there is any change in GST rate after date of deposit advance of DO but before lifting of material, any shortfall in GST will be deposited by buyer before lifting of material. However, if any excess amount is deposited, the same will be adjusted in next DO/ refunded if total sale quantity exhausted.

27. The buyer shall lift the material within period specified in sale order. **The successful bidders shall lift the allotted material within 20 days from the date of Delivery order (including date of issue) issued by AUCTION SERVICE PROVIDER.**

28(a). If the buyer fails to take delivery of the goods of materials within a period of 20 days from placement of delivery order (Delivery order is placed only after full payment is

received by HEEP), **ground-rent** will be charged at the following rates for the further period of 30 days

1 to 30 days = 1% per week or part thereof on the value of non-lifted portion of respective delivery order, up to a maximum of 4% of tender value.

28(b). After 30 days, it shall be discretion of HEEP, BHEL to permit delivery of the goods of materials after charging ground rent at above rate, if buyer requests in writing. The ground rent shall have to be deposited before the actual removals. Otherwise BHEL shall also have the option of forfeiture of the uncleared quantity and of the amount paid including earnest money / security deposit / balance payment and the buyer will have no claim whatsoever on this. BHEL shall have the right to dispose off such uncleared portion of the goods in any manner it likes without any further reference to the buyer and the buyer will have no right whatsoever to any compensation.

28(c). In case ground rent is paid due to delay in lifting of material, ground rent will be treated as service provided and GST will be charged accordingly.

29. In case of short closure of the contract, balance amount will be refunded on pro-rata basis. However, refund of GST will be subject to refund received by BHEL from the Government.

30. In case of forfeiting SD cum advance, BHEL will issue GST compliant document against SD cum advance but there will be no claim of buyer on such document and goods involved.

31. BHEL reserves the right to call the eligible H1 (Highest) bidder for further negotiation. But after acceptance of the revised offer by BHEL, the buyer will have to deposit security amount as per clause No. 22a on the basis of the acceptable revised offer.

32. **Jurisdiction & Disputes:** (a) Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed mutually by both the parties.

33. The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties.

34. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Haridwar.

35. The cost of arbitration shall be borne as per the award of the arbitrator.

36. (b) Subject to the arbitration in terms of clause 32 (a) above, the courts at Haridwar shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

37. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

38. **Applicable for contract with public sector enterprises (PSE) or a government department:**

- The following shall be applicable.

39. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in – charge of the Department of Public Enterprises. The Arbitration and conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the law secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.