PUNJAB INDUSTRIAL ESTATES DEVELOPMENT AND MANAGEMENT COMPANY (PIEDMC)

GOVT OF PUNJAB

TERMS AND CONDITIONS OF AUCTION OF TIMBER IN DEPOT FIREWOOD AND STANDING TREES (GREEN/DWP) OR ANY OTHER FOREST PRODUCE IN FORESTS OR ANY OTHER MATERIAL DECLARED UN SERVICEABLE OR SURPLUS OF PUNJAB INDUSTRIAL ESTATES TO BE HELD AT QUAIRED-E-AZAM APPAREL PARK (QAAP), SHEIKHUPURA ON 10-10-2019.

1. Unless there is anything repugnant in the subject or context, words and expressions used in these terms and conditions shall have meanings, as assigned in the forest act, 1927 (Amended up to date) for sale/purchase of Timber, Firewood, Green, Dead Wind Fallen (DWF) trees and any other forest produce (hereinafter called in forest produce) and or material declared surplus or un-serviceable (hereinafter called as material).

2. No person shall be permitted to bid unless he has signed these conditions. These sale conditions shall be annexed with agreement deed thereafter.

3. Auction shall be on the basis of “as it is and where it is”, and shall be presumed that before bidding, the bidder has checked trees and/or forest produce or any other item put for auction and satisfied with quantity, quality and measurements therefore, mentioned in time of lotwara.

4. Successful bidder shall pay earnest money @ 25% in shape of cash to PIEDMC of total sale value of lot at fall of hammer but in case of minor forest produce full payment shall be paid. In case, sale is sanctioned, earnest money paid shall be adjusted towards total sale price of trees and/or forest produce.

5. Auction authority conduct open auction in view of all the rules in vogue, moral aspects and transparent manner accordance to the advertised schedule of auction. It will exercise such a care and interest in disposal of government property as is supposed to exercise in disposal of its own property through open auction.

6. Bidder shall not, in any manner, influence, hinder, instigate or pressurize any of competing bidders. Such act, if any on part of contractor shall tantamount hinder in performance of Government business and liable to be proceeded under relevant provision of law.

7. No complaint whatsoever shall be entertained after fall of hammer.

8. Acceptance of highest bid and receipt of earnest money at the time of auction, shall in no way, confer any right of purchase of bidder and the authority competent to sanction sale reserves right to accept/reject any bid without assigning any reasons thereof.

9. Sanction(s) of successful bids shall be accorded by the CEO/BOD – PIEDMC within a period of sixty days from the date of auction.

10. Successful bidder, after sanction of the bid, shall:

IN CASE OF STANDING SALE:

a) PIEDMC will release/issue Letter of Acceptance (LOA) to the successful auctioneer after obtaining necessary approvals. The successful auctioneer will accept the ‘LOA’ and will submit 10% CDR of
total price in favor of PIEDMC as performance security and also balance amount of sales in shape of CDR/PO to PIEDMC within fifteen days. After receiving the ‘LOA’, 10% CDR for performance security and balance amount the PIEDMC will issue work order to the successful auctioneer for cutting the trees.

b) In case, purchaser/ auctioneer fails to submit the ‘LOA’ and pay balance sale price and taxes etc. within prescribed time period it may be extended by competent authority, on written request, up to fifteen days on payment of penalty @ 1% of total value of contract. Period of balance payment may further be extendable for another 10 days by concerned authority of PIEDMC on payment of 2% penalty of total value of the contract.

11. In case of failure to deposit balance payment within stipulated / extended period, sale shall be cancelled with forfeiture of earnest money for which there shall be no appellate authority.

12. Successful bidder shall provide correct postal address on bid sheet(s) and agreement deed(s). all correspondence shall be made with the purchaser at his given address.

13. PIEDMC shall issue “Work Order” within fifteen days after deposit of balance sale price of the lot. After it is handed over to contractor, the contractor shall be allowed to remove purchased material. After taking over material, contractor shall be responsible for any loss or damage whatsoever, which may occur due to any cause/ natural calamity etc.

14. After issuance of work order, the auctioned material shall be handed over to purchaser by concerned officer under proper receipt.

15. Purchaser shall remove material within 30 days after deposit of balance sale price as per agreement unless extended by competent authority. In case, purchaser fails to remove material within prescribed time period, it may be extended by concerned authority, on written request, upto 15 days on payment of 1% of total value of contract. Prescribed period may further be extended for another 10 days by concerned authority of PIEDMC on payment of 2% of total value of contract. If the purchaser fails to remove material within last extended period, lot will be cancelled along with forfeiture of balance material / stock. Further extension in work period will not be granted by any authority.

16. Any dispute not covered in these sale conditions, shall be referred to the project director QAAP.

17. Chief Executive Officer of PIEDMC for final arbitration.

Manager Technical - QAAP
(Muhammad Nouman Rafique)