

**OFFICE OF THE EX-OFFICIO DIVISIONAL MANAGER, RUPNARAYAN DIVISION.
FOREST DIRECTORATE / WB FOREST DEVELOPMENT CORPORATION LTD.**

Auction Sale Notice No- 8/REV/WBFDC/RUP/2013-14 for Sale of Depot lots.

The Divisional Manager & Divisional Forest Officer, RUPNARAYAN DIVISION hereinafter referred to as the Divisional Manager will offer for sale by auction on the date(s) mentioned below the depot lots detailed in the enclosed schedule as per terms and conditions specified below.

Date of Auction – **04-05/07/2014**, Place of Auction - **Auction Hall, Rupnarayan Division**, Name of the Division – **Rupnarayan Division**. The Auction will start everyday from 10.00 a.m. (I.S.T.).

The intending purchasers are requested to inspect the depot lots and contact the concerned range officers/ Range Managers, if any clarifications needed before attending the auction.

**Terms & Conditions of Auction Sale of Depot Lots
IN
SOUTH BENGAL**

(Districts of Medinipur, Purba Medinipur, Purulia, Bankura, Birbhum, Burdwan, Nadia and Murshidabad)

- 1 The Officer holding the auction reserves the right of withdrawing from auction any lot or lots mentioned in the schedule or any part thereof or amending the details of lots or adding further lots in the auction. The Officer shall also have the right to combine two or more lots in one for the purpose of disposal.
- 2 The Officer holding auction is not bound to accept the highest offer or any other offer for any lot or lots and will not be bound to provide any reason for the acceptance or rejection of any offer.
- 3 All permanent citizens of India shall be allowed to participate in the auction. All intending bidders must produce valid PAN and VAT registration number issued by the appropriate authority at least three days before the commencement of the auction. Registered dealers of West Bengal Forest Development Corporation Ltd. are also required to produce the PAN and VAT registration number before attending the auction.
If the documents furnished as mentioned above are proved to be materially false, the purchaser shall be liable to be black listed apart from the forfeiture of Security Deposits/Earnest Money deposited and cancellation of the agreement and the sale of all lots purchased by him without prejudice to any other action deemed necessary against him under the rules and orders. Such affected lot/lots will be disposed off by the authority in the manner deemed fit.
- 4 Any association intending to participate in the auction shall have to be constituted as such under the law and registered under the relevant act applicable to it. The Registered deeds and Articles of Memorandum of the said association along with certificate of registration shall have to be produced to the Authorized Officer for the purpose at least 7(seven) days before the date of auction.

- 5 Authorized representatives of the companies, corporate bodies or individuals intending to participate in the auction shall have to submit to the Authorized Officer before participating in the auction, the original registered deeds or the power of Attorney for the purpose.
- 6 Defaulters or purchasers, against whom any amount is due and outstanding in respect of any Forest Divisions in West Bengal or against any Division of W.B. Forest Development Corporation Limited, shall be liable to be debarred from bidding in the auction after giving them notice to appear for personal hearing.
- 7 (a) The purchaser attending the auction shall be required to deposit Earnest Money of Rs. 5,000/- (Rupees five thousand only) for bidding in the auction. The Earnest Money shall be deposited in cash only to the authorized Range Manager/Range officer of the respective Division. No Earnest Money will be deposited on the day of Auction.
(b) The earnest money can be deposited only with prior approval of the Divisional Manager/ Divisional Forest Officer/Authorized Officer in writing.
(c) Earnest money deposit will be released to the bidder in due course on receipt of application from the purchaser to the Divisional Manager/ Divisional Forest Officer/Authorized Officer only after he has paid full value of the lot and executed the agreement. Otherwise the same may be retained as Earnest Money deposit for future auctions to be held subsequently. Under no circumstances the Earnest money will be adjusted towards the revenue of any purchased lot or lots. The Earnest Money deposited by the unsuccessful bidder will be released will be adjusted towards the revenue of any purchased lot or lots. The Earnest Money deposited by the unsuccessful bidder will be released in due course on receipt of application along with the production of original receipt (s) from the bidder.
- 8 All bids are exclusive of VAT/Income Tax and Surcharges and other levies as may be applicable under the law. No amount will be accepted unless full VAT, Income Tax, Surcharges and other levies, as chargeable, are paid along with the sale value.
- 9 Lot/Lots shall be sold on “As is Where is” basis. The condition and quality of the timber in depots are not guaranteed. The Authorized Officer will not accept any liability for the defect or for the deficiencies of any such timber offered for sale. The intending purchasers are requested to inspect the timber, poles etc. in the depot before bidding in the auction to make sure about the quality and kind of timber they are bidding for.
- 10 No claim for variation of actual volume/quantity from schedule volume/quantity of any individual lot offered for sale will be entertained. However, claims for shortage exceeding 5 % (Five percent) of scheduled volume/quantity may be investigated into by a joint measurement team with purchaser. For this purpose the purchaser shall be required to apply in writing latest by 30th day after the last date of auction along with Caution Money of Rs. 500/- (five hundred only). The Caution Money shall be refundable if the purchaser’s claim of shortage is proved to be correct on joint measurement. In case of contrary to the claim this amount of Rs. 500/- (Five hundred only) shall be forfeited to the Govt. of W.B.
- 11 In case of any variation in volume by more than 5 % (Five percent) is found on re-measurement in a lot sold in the auction, the sale price shall be modified pro rata at the rate offered by the purchaser for the lot in question.

- 12 (a) 25% of sale value of the depot lot/lots calculated to the nearest rupee must be deposited by the purchaser only through Demand Draft/Bankers Cheque / Pay Order/ Bank Deposit Challan/Cash, within 7 (Seven) days from the last date of auction with the Authorized Range Officer concerned or at the office of the Authorized Officer. The purchaser will be given an acknowledgement for depositing the instrument of payment. This amount will be treated as Security Deposit for the purpose.
(b) One time Extension for 7 (Seven) days for payment of 25% value of the lot may be granted under special circumstances by the officer holding the auction at his discretion on payment of surcharge @ 2% of 25% of sale value.
(c) In case the last date for payment of 25% of Sale Value coincides with the last working days of a month or falls on holidays, such revenue may be realized on the next working day without realization of surcharge.
- 13 The purchaser shall have to sign an agreement in the prescribed form within 15 (Fifteen) days from the date of confirmation of sale. The purchaser shall have to put in his/her full signature on each page of the Agreement. Both permanent and temporary address shall have to be furnished in the agreement.
- 14 Failure to pay 25% of the sale value of depot lot/lots, as Security Deposit, and to sign the agreement within the stipulated date shall render the sale as cancelled and the Authority conducting Auction shall order forfeiture of Earnest Money to the WBFDC/ Forest Directorate. The lot/lots so affected may be resold at the discretion of the Authorized Officer.
- 15 Balance 75% of the purchase price of depot lot/ lots will have to be paid only through Demand Draft/ Bankers Cheque/ Pay Order/ Bank Deposit Challan /Cash by the purchaser in one installment within 60 (sixty) days counted from the last date of auction.
- 16 In the event of failure of the purchaser to pay balance 75% of the purchase value of depot lot/ lots in full within the stipulated period 60 (sixty) days from the last date of auction, the defaulted amount may be accepted, subject to the discretion of the Divisional Manager/Divisional Forest Officer/Authorized Officer, at a later date from the purchaser within 120 (One hundred and twenty) days counted from the last date of auction, provided the purchaser pays a surcharge @ 0.75% per month for the period from 61 to 120 days, calculated on the amount due. The amount of surcharge shall be rounded off to the nearest Rupees.
- 17 No extension of time for depositing the balance 75% of the purchase price of depot lot/ lots beyond the above mentioned 120 (One hundred and twenty) days limit shall be allowed.
- 18 The balance 75% of the purchase price of depot lot/ lots along with surcharge if applicable shall be deposited with the Range Manager/Authorized Range Officer concerned or at the office of the Authorized Officer by a Demand Draft/Bankers Cheque / Pay Order/ Bank Deposit Challan. If the 60th day (for depositing balance 75% of purchase price) or 90th or 120th day (for depositing balance 75% of purchase price along-with the surcharge) falls on any Government holiday, the amount will be accepted on the next working day without any further charges. The purchaser will be given an acknowledgement for depositing the instrument of payment. Money receipt will be issued only on clearance of demand draft / Bankers Cheque/ Pay Order/ Bank Deposit Challan from the bank.

- 19 In the event of failure to pay the 75% revenue within the stipulated date, Security Deposit shall be forfeited to the Govt. of W. B. and the purchaser shall not have any claim to the purchased lot/lots. Such produce/lot(s) may be disposed off in the manner as deemed fit by W. B. Forest Development Corporation Limited.
- 20 The produce from the depot shall have to be extracted by the purchaser within 120 (one hundred and twenty) days counted from the last day of the auction.
For extraction of produce beyond the 120th day counted from the day after the last day of the auction, the purchaser shall have to pay depot rent @ 0.20% per day up to 150 days from the last day of auction. However, for firewood, the purchaser can extract the firewood lots up to 180 days from the last day of auction after paying depot rent @ 0.20% per day.
- 21 No extension of time for extraction shall be granted under any circumstances, except for provisions mentioned under Para 24, beyond 150 days; or 180 days in case of firewood only; counted from the last day of the auction and the purchaser will forfeit the claim to the purchased lot. Such produce/lot(s) may be disposed of in the manner as deemed fit by W. B. Forest Development Corporation Limited/ and the purchaser shall have no claim to any refund to the sale value of the same or in any part thereof as may have been paid by the purchaser under such circumstances.
- 22 In case of unavoidable circumstances and exigencies like natural calamity and political disturbance of extreme nature, special provision for extension of time limits may be made by the concerned General Manager.
- 23 In the event of default in payment of Sale Value within the stipulated period and W. B. Forest Development Corporation Limited. incurring loss due to such default, the purchaser shall be liable to compensate the loss including interest @ 18% per annum on it. In event of the purchaser not agreeing to pay such loss, West Bengal Forest Development Corporation Limited/ Directorate of Forest, Govt. of W.B. shall have the right to file suit for damages for recovering the value, including accrued interest thereon and other damages, if any, under Civil Law without serving any further notice for the same. The West Bengal Forest Development Corporation Limited reserves the right to suspend any such defaulter bidder/merchant from participating in ensuing auctions thereafter till disposal of the pending suit/suits.
- 24 No purchaser shall remove any timber before verification of payment of full Sale Value and other charges in respect of his/her lot/lots and unless the timber is sale-marked.
- 25 During the period of extraction of the produce, sold in the auction, the purchaser shall have to abide by the provisions of the India Forest Act 1927 and the West Bengal Forest Produce Transit Rules, 1959 and amendments there-under. Failure to comply with the provisions of the said Act and the Rules shall make the purchaser liable to penal action as provided therein.
- 26 All operations related with the sold lot/lots must be done either by the lot purchaser himself/herself or under the guidance of the lot purchaser. However, only a formally authorized agent will be allowed to act on behalf of the purchaser in respect of the lot/lots purchased. The purchaser must issue a letter of authority, and submit it to the Authorized Officer for Approval. Such letter of authority must declare that the purchaser shall be held responsible for any irregularities committed by his authorized agent. The Divisional Manager/ Divisional Forest Officer/Authorized Officer, however, reserve the right to allow or not to allow any of the agent/agents that the purchaser employs to act on behalf of the purchaser.

- 27 In the event of any damage done to the Roads, Telephone lines, Electrical lines or any other installation or property either belonging to the Govt. or to a private party in course of extraction of the lot(s), the lot purchaser concerned shall solely be liable to compensate for the losses.
- 28 The purchaser must register his property mark hammer with the West Bengal Forest Development Corporation Limited/Directorate of Forest, Govt. of West Bengal and submit a facsimile of the same to the Authorized Officer. All timber removed from depot must contain the Govt. hammer mark & also preferably the valid property hammer mark of the purchaser. The fee for registration of individual Property hammer and the renewal fee will be governed by orders as revised from time to time.
- 29 If the purchaser fails to observe any of the condition contained herein and /or in the agreement, it will be lawful for the Authorized Officer to terminate the agreement after issuing a notice in writing to the purchaser, unless the agreement is terminated by efflux ion of time, and to forfeit the Security Deposit of the lot/lots and to recover from the purchaser such loss as may have accrued to West Bengal Forest Development Corporation Limited. for such termination of the agreement. In addition to forfeiture of the security deposit the purchaser shall be liable to be declared as a defaulter and in case of resale of the lot/lots in respect of which the purchaser has not paid full revenue, the purchaser shall be liable to compensate for the loss, if any, under the law.
- 30 Any sum that may become due and payable to the purchaser and the amount deposited as Security or any part thereof may be appropriated by the W.B. Forest Dev. Corporation Ltd or the officer acting on their behalf, against any amount that may become payable by the purchaser to W.B. Forest Dev. Corporation Ltd under the provision of any other contract entered into by the purchaser with the W.B. Forest Dev. Corporation Ltd.
- 31 Any sum that may become due and payable to the purchaser and the amount deposited as Security or any part thereof may be appropriated by the W.B. Forest Dev. Corporation Ltd/ Directorate of Forest, Govt. of W.B. or the officer acting on their behalf, against any amount that may become payable by the purchaser to W.B. Forest Dev. Corporation Ltd under the provision of any other contract entered into by the purchaser with the W.B. Forest Dev. Corporation Ltd.
- 32 In case of any dispute on the decision of the Authorized Officer, the decision of the General Manager (HQ) concerned shall be final and biding upon the purchaser.

Authorized Officer, W.B.F.D.C Ltd.
&
Divisional Forest Officer,
RUPNARAYAN DIVISION.

