



**WEST BENGAL FOREST DEVELOPMENT CORPORATION LIMITED**

**OFFICE OF THE DIVISIONAL MANAGER**

**JALPAIGURI FOREST CORPORATION DIVISION**

**TENDER NOTICE NO. 12/ REV/TIMBER/JFCDIVN/2021-22 (3<sup>rd</sup> Call)**



A public Tender for disposal of unsold CD/SZT produce undertaken by Jalpaiguri Forest Corporation Division is going to be held as per Terms & Conditions specified below. The sealed tender are invited from bonfide Timber merchants for purchase of old depot lots of the felling year 2015-16, 2016-17 & 2017-18 lying at various depots of Jalpaiguri Division. The intending Tenderers are hereby informed that their quotations in sealed cover should be addressed by name to "Bidisha Basak, WBFS, Divisional Manager, Jalpaiguri Forest Corporation Division" and should be sent in sealed cover super scribing the words "Tender For Purchase of Timber Lots of Notice No. 12/REV/TIMBER/JFCDIVN/2021-22 (3<sup>rd</sup> Call)". Tender paper will be received from 11:00 am up to 5:30 pm from 27/12/2021 to 04/01/2022 by post, courier or hand and will be opened on next working day 05/01/2022 at 11:00 am. The bidders are requested to be present during opening of tender. For more details, please, visit [www.wbfdc.com](http://www.wbfdc.com) and [www.wbfpms.com](http://www.wbfpms.com) and Office Notice Board.

**TERMS & CONDITIONS FOR TENDER SALE:**

1. The tender forms along with terms and conditions of tender will be available on payment of Rs. 100/- by cash from 27/12/2021 to 04/01/2022 between 11:00 am to 05:30 pm from the office of the Divisional Manager, Jalpaiguri Forest Corporation Division.
2. For participating in Tender, all intending purchasers shall be required to deposit a sum of Rs. 2000/- (Rupees two thousand only) as Earnest Money (EMD) by Bank Draft only drawn on any Nationalized Bank payable at HDFC, Bank, Saltlake, Sector 3 Branch (A/C No. 50200057130902, IFS Code. HDFC0001128) in favour of "M/S WB FOREST DEV CORP LTD JALPAIGURI DIVREV", at the time of depositing/ dropping the tender along with sealed tender paper of quoted rates.
3. Under no circumstances the EMD will be adjusted towards the sale value of any purchased lot of lots.
4. An intending purchaser, desirous to participate in Tender with the WBFDC Ltd. must be a registered bidder in e-auction portal of WBFDC and need to submit self-attested copy of a valid PAN. In addition, the intending purchasers must provide self-attested copy of GSTIN registration number wherever applicable.
5. An intending purchaser should also have a valid mobile no. and e-mail Id which should be mentioned during submission of the Tender.
6. Intending purchasers, being prospective/ absolute defaulter against whom any amount is due and outstanding in respect of any Forest Division of Directorate of Forest or WBFDC, will not be allowed to participate in the Tender process.
7. If the documents furnished, as mentioned under clause no. 04 above, are proved to be materially false, the bidder shall not be allowed to participate in Tender process and he may also be liable to be debarred from participation in any future Tender & E-Auctions to be conducted by WBFDC Ltd. Apart from the above actions, the EMD deposited by the purchaser as per clause 02 above, shall be forfeited to the WBFDC Ltd. and appropriate legal action may be initiated against the said purchaser.
8. The Division holding the Tender Sale reserves the right of withdrawing from Tender process any lot or lots mentioned in the schedule.
9. All bids are exclusive of GST/Income Tax and Surcharges and other levies as may be applicable under the law. No amount will be accepted unless full GST, Income Tax, Surcharge and other levies, as chargeable, are paid along with the sale value.
10. Bids submitted by the Purchaser can be above/ less/ equal to estimated value against each lot. However, only highest bids against each lot will be accepted by the Tender Inviting Authority.
11. Lot/ Lots shall be sold on "As is Where is" basis. The condition and quality of the forest produce in depots are not guaranteed. The Divisional Manager will not accept any liability for the defect or for the deficiencies of any such forest produce offered for sale. The intending purchasers are requested to inspect the forest produce in the depot between 10:00 am to 5:00 pm on any working days before submitting their tenders to make sure about the quality and kind of forest produce they are bidding for.

12. 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 variation in notified species or shortage exceeding **5% (Five percent), in case of produce other than timber and 2% (Two percent), in case of Timber**, 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 15<sup>th</sup> day after the date of opening of Tender/confirmation of sale along with Caution Money of Rs. 1,000/- (One thousand) only. The Caution Money shall be deposited with the respective Division, conduction the Tender and shall be refundable if the purchaser's claim of variation in species or shortage is proved to be correct on joint measurement. In case of contrary to the claim, this amount of Rs. 1,000/- (One thousand) only shall be forfeited to the WBFDC Ltd.
13. If any variation in species/volume/quantity by more than **5% (Five percent), in case of produce other than timber and 2% (Two percent), in case of timber**, is found on re-measurement, in a lot sold in the Tender process, the sale price shall be modified pro rate at the rate offered by the purchaser for the lot in question.
14. No consideration will be made for any bid made inadvertently or by miscalculation or through typing error. The intending purchasers should be careful while submitting a bid.
15. The bidder of the highest bid, on closure of the Tender process at the scheduled date and time, will get an intimation about acceptance of his bid, through **e-mail/post**.
16. **In case of no communication for acceptance of a highest bid, the bid should be treated as rejected.**
17. The date of confirmation/acceptance of sale shall be reckoned as **date of communication to the bidder** for all purposes.
18. The successful bidder, whose highest bid has been accepted, must deposit 25% of sale value of the depot lot /lots, calculated to the nearest rupee within 7 working days of **date of communication to the bidder**. Such deposit may be made through only Bank Draft drawn any nationalized bank payable at Jalpaiguri in favour of the WBFDC Ltd. Jalpaiguri Division Revenue. **Such amount can also be deposited through NEFT/RTGS directly in the designated Bank. For the purpose of NEFT/RTGS, the details of designated Bank, Bank Account Number and IFSC of the Division conducting will be given in the letter for acceptance of bids.**
19. The successful bidders may also deposit 100% of sale value of the depot lot/lots within 7 (Seven) working days from the date of sale in the manner as described in clause 18 above.
20. No deposits shall be accepted in the form of Cash or Cheques. However, Depot rent or surcharge may be accepted in cash exceptional case for upto Rs. 20000/- (Twenty thousand only).
21. One - time Extension for 7 (Seven) working days for payment of 25% of sale value of the lot is permitted on payment of surcharge @2% of 25% of sale value.
22. The sale of lot/lots to the purchaser shall get cancelled in the event of the purchaser failing to deposit 25% of sale value of such lot/lots within the period as specified under clause 18 & 19.
23. Beside this, in case of such failure, acceptance of any other lot/lots sold to the purchaser in the Tender shall also be liable to cancellation at the discretion of the officer inviting the Tender including forfeiture of **EMD**. Officer inviting the Tender shall have full power to resell such lot/lots at his/ her discretion.
24. In case of last date of payment of 25% of sale value coincides with the last working day of a month or falls on a holiday, the 25% sale value may be deposited on the next working day without payment of surcharge.
25. **The successful bidder will have to sign the agreement for agreeing to the term & conditions of Tender before deposit of 25% of Sale Value of the lot.**
26. Balance 75% of the sale value of depot lot/lots will have to be paid by purchaser in one installment only within **30 (Thirty) days from the date of sale in the manner described in clause 18.**
27. In the event of failure of the purchaser to pay balance 75% of the sale value of depot lot/lots in full within the stipulated period of **30 (Thirty) days from the date of sale**, the defaulted amount would be accepted, **within 60 (Sixty) days counted from the date of sale**, provided the purchaser **pays a surcharge at the following rates:-**
  - i) **For lots of timber (round and swan) - @0.20% per day calculation on the amount due, for the period from 31 to 60 days.**
  - ii) **For all other forest produce including small timber - @0.75% per month calculated on the amount due.**
28. **Extension of time for depositing the balance 75% of the sale value of depot lot/lots beyond the above mentioned 60 (Sixty) days limit shall generally not be allowed.**
29. In exceptional circumstances, the prayer for extension of time for deposit of 25%, balance 75% of the sale value of depot lot/lots **beyond the limit of specified days, may be considered by the following authorities, at their discretion, imposing fine and granting extension upto the period as specified below -**

Sl. No.	Authority	Sale Value	Limit for Extension of time	Fine to be Imposed (irrespective of the Sale Value of Lot)
1	Respective Divisional Manager	Deposit of 25%	Upto 5 days	5% of outstanding dues
		Deposit of 75%	Upto 30 days	
2	Respective General Manager	Deposit of 25%	Upto 10 days	10% of outstanding dues
		Deposit of 75%	Upto 45 days	
3	Managing Director	Deposit of 25%	Upto 15 days	15% of outstanding dues
		Deposit of 75%	Upto 60 days	
4	PCCF, HOFF	Deposit of 25%	Upto 15 days	20% of outstanding dues
		Deposit of 75%	Upto 60 days	

30. The balance 75% of the sale value of depot lot/lots along with surcharge, if applicable, shall be deposited in the manner as described in clause 18 above.
31. If the date of depositing balance 75% of sale value along- with the surcharge falls on any Government holiday, the amount may be deposited on the next working day without any further charges. The purchaser will be issued a receipt for the deposit as specified in clause 16 above.
32. In the event of failure to pay the 75% sale value within the stipulated date, EMD and SD of the purchaser shall be liable for forfeiture to the WBFDC Ltd. and the purchaser shall not have any claim to the purchased lot /lots. Such lot (s) may be disposed of in the manner as deemed fit by WBFDC Ltd.
33. The sold forest produce from the depot shall have to be extracted by the purchaser within 60 (Sixty) days from the date of sale. For extraction of produce beyond the 60<sup>th</sup> day counted from the date of sale, the purchaser shall have to pay depot rent at the following rates-
- (i) For the lots of timber (round & sawn)- @ Rs. 50.00(Fifty) per m3 per day up to 90 days from the date of sale,
- (ii) For all other forest produce including small timber but excluding firewood - @ 0.20% per day of the Sale Value up to 90 days from the date of sale,
- (iii) For firewood- @ 0.20% per day of the Sale Value up to 90 days from the date of sale.
34. The extraction of produce will not be allowed beyond 90 days, However, in cases where the purchaser has paid the full revenue within the stipulated time and has not been able to extract the produce within the stipulated time, the following authorities, at their discretion, may allow the extraction of produce for the maximum period of 60 days, from depot by imposing fine and granting extension up to the period as specified below -

Sl.No.	Authority		Maximum Limit for Extension of time	Fine to be Imposed (irrespective of the Sale Value of Size of Lot)
1	Respective Divisional Manager	Lifting of Lots	Up to 10 days	5% of total sale value of lot
2	Respective General Manager	Lifting of Lots	Up to 20 days	10% of total sale value of lot
3	Managing Director	Lifting of Lots	Up to 30 days	15% of total sale value of lot
4	PCCF,HOFF	Lifting of Lots	Up to 30 days	20% of total sale value of lot

For such extension, the purchaser will give in writing his/ her request to the respective Divisional Manager, conducting Tender with verifiable and justifiable reasons for seeking the extension of time. The respective Divisional Manager will either reject or accept the request on its merit, if the extension of time sought is within his specified limits. If the extension sought is beyond his specified limits, the respective Divisional Manager will send the request with his/ her recommendation stating the facts and reasons to the respective GM, WBFDC Ltd., for his consideration of further action on his part. After the stipulated time, including time for extension expires, the forest produce may be disposed of in the manner as deemed fit by WBFDC Ltd. and the purchaser shall have no claim to any refund to the sale value of the same of in any part, thereof as may have been paid by purchaser under such circumstances.

35. In the event of default in payment of sale value within the stipulated period and WBFDC Ltd. incurring loss due to such default, the purchaser shall be liable to compensate the loss including interest @ 18% per annum on it. In the event of the purchaser not agreeing to pay such loss, WBFDC Ltd. 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 WBFDC Ltd. reserves the right to suspend any such defaulter purchaser from participating in ensuing Tenders/e-auctions thereafter till disposal of the pending suit/suits.
36. No purchaser shall remove any timber before payment of full revenue in respect of lot/ lots purchased by him and the timber is sale- marked.
37. 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, 2019 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.
38. All the operation related with the sold lot/ lots must be done either by the lot purchaser himself/herself or by a formally authorized agent to act on behalf of the purchaser in respect of the lot/lots purchased. The purchaser must issue a letter of authority, and submit to the concerned Divisional Manager for approval. Such letter of authority must declare that the purchaser shall be held responsible for any irregularities committed by his authorized agent and that the authorized agent has not been involved in any criminal offence previously. The Divisional Manager, however, reserves the right to allow or not to allow of the agent/agents that the purchaser employs to act on behalf of the purchaser.
39. Purchaser of lot (s) will not be allowed to convert to produce purchased or to re-sell lots to other purchaser within the WBFDC Ltd. depots.
40. 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.
41. All the timber removed from depot must contain the valid hammer mark of the Sale Marking Officer.
42. If the purchaser fails to observe any of the condition contained herein and/or in the agreement, the agreement shall be deemed to have been terminated, unless the agreement is terminated by efflux ion of time, and the SD of the lot/ lots shall be forfeited and recovery from the purchaser for such loss as may have accrued to WBFDC Ltd. for such termination of the agreement shall be made. In addition to forfeiture of the SD, the purchaser shall be liable to 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.
43. Any sum that may become due and payable to the purchaser and the amount deposited as SD or any part thereof may be appropriated by the WBFDC Ltd. or by the officer acting on its behalf against any amount that may become payable by the purchaser to WBFDC Ltd. under the provision of any other contract entered into by the purchaser with the WBFDC Ltd.
44. The terms and condition of the sale mentioned herein above shall be deemed to be a part of the Agreement itself which have to be agreed by the purchaser after confirmation of sale of lot/lots and shall be binding on the parties.
45. In case of dispute on the decision of the Managing Director, WBFDC Ltd. shall be final and binding upon the purchaser.
46. This agreement shall be governed and construed in accordance with the laws of India and Courts of Kolkata shall have exclusive jurisdiction to decide any dispute arising between the parties in respect thereof, and other Court, Tribunal or Authority shall have any Jurisdiction over the subject matter of this Agreement.

Sd/-

**Divisional Manager**  
**Jalpaiguri Forest Corporation Division**

Approved Terms & Conditions only

**JALPAIGURI FOREST DIVISION**  
**LIST OF UNSOLD LOTS FROM PRIOR TO 2018-19**

Sr. No.	Lot No.	Depot	Species	No of Log	Volume (m3)	Felling type	Remark
1	0010/D/SZT/LTG/CNL/2016-17	Lataguri	Chilaune	36	4.139	Other Felling	Damaged
2	0040/D/SZT/KHB/CHS/2016-17	Kharia Bandar	Chilaune	15	1.582	Other Felling	Damaged
3	0098/D/KHB/CHS/SZT/2017-18	Kharia Bandar	Chilaune	2	0.321	Other Felling	Damaged
4	0052/D/CDT/KHM/MOR/2015-16	Khutimari	Chilaune	22	4.485	Cyclone Damage	Damaged
5	0011/D/SZT/KHM/MOR/2016-17	Khutimari	Bahera	62	3.269	Cyclone Damage	Damaged
6	0051/D/SZT/KHM/MOR/2016-17	Khutimari	Mixed Species	71	5.329	Cyclone Damage	Damaged
7	0052/D/SZT/KHM/MOR/2015-16	Khutimari	Chilaune	22	4.485	Cyclone Damage	Damaged
8	0033/D/CDT/KHM/MOR/2015-16	Khutimari	Chilaune	7	4.336	Cyclone Damage	Damaged
9	0195/D/CDT/KHM/MOR/2015-16	Khutimari	Mixed Species	53	8.136	Cyclone Damage	Damaged
10	0230/D/CDT/KHM/MOR/2015-16	Khutimari	Mixed Species	4	4.321	Cyclone Damage	Damaged
11	0262/D/SZT/KHM/MOR/2015-16	Khutimari	Mixed Species	19	1.92	Other Felling	Damaged
12	0291/D/SZT/KHM/MOR/2015-16	Khutimari	Simul	40	5.873	Other Felling	Damaged
13	0320/D/SZT/KHM/MOR/2015-16	Khutimari	Mixed Species	38	3.981	Other Felling	Good Condition
14	0026/D/CDT/PNJ/CHS/2016-17	Panjhora	Chilaune	10	3.5	Cyclone Damage	Damaged
15	0003/D/SZT/PNJ/CHS/2015-16	Panjhora	Mixed Species	32	3.887	Other Felling	Damaged
<b>Total</b>				<b>433</b>	<b>59.564</b>		

  
 Divisional Manager  
 Jalpaiguri Forest Corpn. Divn.  
 W.B.F.D.C. LTD.  
 Jalpaiguri