

Updated Terms & Conditions

Forest Development Corporation of Maharashtra Ltd.
Office of Managing Director, FDCM Ltd. Nagpur

UNIFIED DEPOT SALE CONDITIONS FOR SALE OF TIMBER, FIREWOOD, CHARCOAL ETC. (IN DEPOTS AND IN-SITU BY E-AUCTION METHOD.

The sale of timber, firewood, charcoal etc. is governed by the terms and conditions mentioned in the Government of Maharashtra, Revenue and Forest Department, G.R. No. TMR/1680/117241/CR-937-III/F-9/ dtd. 29th April, 1986.

Unified Depot sale conditions of Forest Department were adopted *in toto* by FDCM Ltd. for sale of timber, firewood, poles, bamboo etc from the Depots under the control of FDCM Ltd. The unified Depot sale conditions for sale of timber, fuelwood, poles, bamboo (in Depot and in-situ) were amended from time to time by the Managing Director, FDCM Ltd. Nagpur. However, it has been decided by the management of FDCM Ltd., to switch over from the manual system of auctions to e-auction process for the sale of timber, firewood, poles, bamboo etc. Hence, e-auction portal has been developed for FDCM Ltd. on the lines of the e-auction portal of Forest Department. In order to ensure proper conduct of sale of Timber, firewood, poles, bamboo etc. by e-auction process by using the e-auction portal, appropriate amendments are being made and the revised Terms and Conditions for e-auction are as follows:

TERMS AND CONDITIONS OF SALE:-

1.0 Bidder's Eligibility

Following person/s shall not be eligible to bid at the auctions viz:-

- i) Person/s who is /are convicted by a Court of Law for offence involving moral turpitude.
- ii) Who has/have been adjudged insolvent.
- iii) Who has/have failed to pay dues of FDCM Ltd.
- iv) Who has/have been blacklisted by FDCM Ltd., or by any Government Department.
- v) Who is/are Minors.
- vi) Who is/are of unsound mind.

2.0 Registration of Bidder.

Registration of the bidder is mandatory to participate in e-auction. Registration for firm and individuals will be different as follows:

- i) Following documents are required for registration of firm:
 - a) Power of Attorney of the person authorized by the firm.
 - b) Digital Signature of authorized person.
 - c) Mobile number of authorized person with supportive documents from service provider showing ownership of mobile number.
 - d) Bank Account number of firm with a cancelled cheque.
 - e) PAN Card of firm.
 - f) E-mail ID of authorized person.
 - g) Affidavit regarding eligibility as per Condition Number 2.
 - h) Partnership deed/Memorandum and Articles of Association/Names of the family members in case of HUF.
 - i) GSTN number of the firm.
 - j) ID proof of authorized person (PAN Card/ADHAR Card/Voter ID/Driving License/Bank Passbook with photo of authorized person/I-Card of firm).
 - k) Address proof of firm with contact details and fax number.
 - l) Any other document as per change in the policy of the Government from time to time.
- ii) Following documents are required for registration of an individual:
 - a) Mobile number of an individual with supportive documents from service provider showing ownership of the mobile number.
 - b) Address Proof (Passport/Electric Bill/Landline Telephone Bill/PAN Card/ADHAR Card/Voter ID/Driving License/Bank Passbook with photo)
 - c) ID pr-oof of an individual (PAN card/ADHAR card /Voter-ID/Driving License/Bank Passbook with photos/I-card of Government Org. or firm)
 - d) Bank Account number with a cancelled cheque.
 - e) e-mail ID, if available.

3.0 Acceptance of Terms and Conditions.

- i) Mere participation of bidder in e-auction will be treated as an acceptance of the sale conditions of e-auction.

- ii) Before taking part in e-auction, the intending bidder may inspect the lots on the spot and verify the information about them given in the website and satisfy themselves about the correctness thereof.

4.0 Payment for use of Portal as Participatory Charges.

- i) Successful bidders/purchasers will have to pay participatory charges @ 0.399 percentage of accepted Bid value to the Authorized Service Provider (ASP)
- ii) Unsuccessful bidders will not be required to pay for making use of the Portal.

5.0 EARNEST MONEY DEPOSIT (EMD):

- i) No person shall be allowed to bid unless he/she has prior thereto made the payment of the EMD, the amount of which will be made available by the system. The amount of EMD will be calculated by the system at the rate of 17 percent of the estimated amount of purchaser. However, EMD shall not be less than Rs.10000/-.
- ii) The bidders desirous of participating in e-auction shall deposit online the amount of EMD in the Pooling Account of the FDCM Ltd. The mode of payment will be as follows:
 - a) One day before e-auction, payment of EMD may be done either through the approved Payment Gateway (Net Banking/Debit card) or through NEFT/RTGS. No payment through Credit Card will be allowed.

However, in case of payment through NEFT/RTGS, a challan in this respect will have to be generated by the bidder from the system and sufficient funds will have to be transferred by the bidder's Bank into the virtual account given in the challan before e-auction process starts.
 - b) During auction days, funds can be transferred against EMD only through the approved Payment Gateway (Net Banking/Debit Card).
- iii) However, if there is failure of the approved Payment Gateway and same is referred to ASP, the system will give another option for payment of the EMD, which will be published in the Portal itself.

- iv) If the EMD deposited becomes less during the auction, the bidder will be allowed to continue bidding only for the auction of the running batch. However, after conclusion of the auction of the batch, it is mandatory for the bidder to make the payment of sufficient amount of EMD to take part in the further auctions. Otherwise the system will not allow the bidder to participate further in the e-auction process.
- v) EMD of the unsuccessful bidder participating in e-auction shall be refunded electronically within 3 days to the registered account of the said unsuccessful bidder by the Bank through Instruction Execution Process. Any amount due will not be paid in cash to any unsuccessful bidder. If the bidder wants to keep his EMD in the bank (under wallet) for making use of it in next e-auction, he/she can choose such option given in the Portal.
- vi) In the case of bidders who are successful, the amount of EMD if NOT forfeited prior thereto shall be adjusted towards the amount of consideration payable by them therefore. This means that the 1/4th amount of total sale price to be paid will be calculated by adjusting the already paid EMD money against the 1/4th amount of the total sale price.
- vii) No interest shall be payable in any case against the amount of EMD.

6.0 SALE PROCEDURE:-

- i) The Depot Admin (Divisional Manager in charge of the Depot) may in the interest of FDCM Ltd:
 - a) Prohibit anyone from bidding at any stage of e-auction.
 - b) Accept/reject any bid as per Section 7.0
 - c) Withdraw or alter any lot or lots from the published lot list for e-auction before the starting of e-auction of the concerned lot.
 - d) May divide the total lots to be kept for e-auction into groups of lots for convenience of the purchasers. Such groups are called Batches.
 - e) May form the batch by selecting any lot irrespective of its serial number in the lot list. This can be changed before the starting of the e-auction. However, clubbing of lots will not be done.
 - f) Batch size will be the discretion of Depot Admin.

- g) May add additional lots, NOT published in the sale notice 24 hrs. before the starting of the e-auction.
- ii) If during the course of auction and any time thereafter, it is discovered that person/s who had bid at the auction and whose bid was accepted, is/are NOT qualified hereunder to bid, the amount of EMD paid by her/him/them shall be forthwith forfeited to FDCM Ltd. and her/ his /their bid/s which was/were accepted shall be liable to be cancelled by Depot Admin and the same lot will be kept in next e-auction. In that event he/she/they shall NOT be entitled for any compensation whatsoever on account of such cancellation.
- iii) In any depot, any lot can be delisted by the Depot Admin anytime, with the concurrence of General Manager.
- iv) In the depots under the control of FDCM Ltd., forest produce will generally be sold through e-auction. However, the decision to sell the forest produce through open auction may be taken with the prior sanction of Managing Director.
- v) The result of the bid will be intimated to the successful bidder through SMS on his/her registered mobile after completion of auction of the batch and detailed sale result also be published in the portal.
- vi) Delivery of the material will be given from the depot where the sale has taken place.
- vii) Once the bid is accepted, the forest produce shall lie in the depot entirely at the risk and cost of the purchaser and FDCM Ltd. shall NOT be liable for deterioration and/or loss of the forest produce of such lots or any part thereof by any cause such as fire, flood, theft etc.
- viii) Once bid is submitted by the purchaser and accepted by the system, the same will have to be accepted by the bidders and it will be binding on him/her.

7.0 ACCEPTANCE OF BID:

At the end of the day of auction, Depot Admin will take a decision regarding the acceptance of bids made by the bidders.

8.0 PAYMENTS:

- i) **The mode of Payment of sale price after auction will be as follows:**
In the post auction period, payment of sale price along with applicable taxes & fines if any, may be made either through the approved

Payment Gateway (Net Banking/Debit Card) or through NEFT/RTGS. No Payment through Credit Card will be allowed. However, in case of Payment through NEFT/RTGS, a challan in this respect will have to be generated by the purchaser from the system and necessary funds will have to be transferred by the purchaser's Bank into the virtual account given in the challan.

- ii) Successful purchaser will have to make the payment of participatory charges @0.399 percentage of accepted bid value within seven (7) days after the end of e-auction to ASP.
- iii) The purchaser shall pay the amount of the bid which has been accepted (hereinafter referred to as "the sale price") as follows:

1/4th of the sale price:-

- a) 1/4th of the sale price along with full amount of GST and Tax collected at source (TCS), as applicable to the sale of forest produce as specified in Goods and Services Act, 2017 and shall be paid within 7 days from the date of acceptance of the sale. Provided, however, that if the purchaser makes payment of the said 1/4th sale price along with the full amount of GST and at any time thereafter but before the expiry of further twenty three days then he shall have to pay therewith interest thereon at the rate of eighteen (18) percent per annum, along with GST on the interest amount. The e-auction purchaser shall transfer the 1/4th of the sale price along with full amount of GST and TCS, to the account of FDCM Ltd. through the approved Payment Gateway (Net Banking/Debit Card) or through NEFT/RTGS. No Payment through Credit Card will be allowed. This condition shall be binding on the Purchaser.

3/4th of the sale price:-

- b) Balance 3/4th of the sale price shall be paid within sixty (60) days from the date of acceptance of the sale. Provided, however, that if the purchaser makes payment of the said 3/4th of the sale price at any time thereafter but before the expiry of further thirty days then he shall have to pay interest thereon for late payment at the rate of 18 per cent per annum along with GST on the interest portion till payment is realised. The e-auction purchaser shall transfer the above amount in the account of FDCM Ltd. through either the

approved Payment Gateway (Net Banking/Debit Card) or through NEFT/RTGS. No payment through Credit Card will be allowed. This condition shall be binding to the Purchaser. The purchaser shall take a printout of the receipt of the amount deposited in the account of FDCM Ltd. from the website for future use, if necessary.

- iv) a) In the event of the Purchaser failing or neglecting to make payment of $1/4^{\text{th}}$ of the sale price along with the full amount of GST and TCS and/or $3/4^{\text{th}}$ of the sale price without or with interest or any part thereof as provided in condition 8.0 (iii) above or in the event of the purchaser committing a breach of any of the terms and conditions hereof, the Depot Admin without prejudice to any other rights, remedies and powers of the Company shall cancel such sale which has been accepted. In the event of cancellation of such sale, without prejudice to any other right, remedies and powers of the Company, the amount deposited by the Purchaser as EMD and the said amount of $1/4^{\text{th}}$ sale price with GST, TCS and interest if any paid, shall forthwith stand forfeited to the Company. On cancellation of such sale, the concerned lots will be sold in subsequent e-auction as material under risk & cost.
- b) Provided, however, that if before 24 hrs. of e-auction of the said lots under risk & cost, the purchaser makes the full payment including penalty @ the rate of 10% of the price offered by him/her along with GST on the penalty amount under intimation to the concerned authority, the resale of the material will be cancelled by the Depot Admin and the same will be allowed to be lifted by the purchaser.
- v) a) The purchaser shall be liable to pay to the Company in the event of resale of the sold lots, the amount of the loss if any, sustained by the Company as a result of such resale. However, he shall not be entitled to any profit arising as a result thereof. The Purchaser shall, forthwith on demand by the Depot Admin, pay to the Company the amount of such loss. In the event of failure on the part of the purchaser to pay up the loss cost on account of resale of the lots, the amount of such loss

shall be deemed to be arrears of land revenue and without prejudice to any other rights, remedies and powers of the Company, the Company shall be entitled to recover the same from the Purchaser as arrears of land revenue as per the established procedure in practice.

b) The amount of consideration shall be paid in the accounts of FDCM Ltd. through challan issued by the system and this condition is binding to Purchaser. The amount of consideration shall be transferred electronically to the account of FDCM Ltd. provided by Depot Admin.

9.0 DELIVERY OF THE MATERIAL:-

- i. In order to lift the lots purchased, the purchaser shall have to submit delivery challan, issued by the system, at the Depot.
- ii. After making full payment of the sale price, GST, TCS and any other taxes and duties as are leviable thereon and interest, if any, as provided in condition 8.0 (iii) thereof, the Purchaser shall remove the material within 90 days from the date of acceptance of sale. The Purchaser shall make his own arrangements for loading and removal of the material.
- iii. However, if the Purchaser fails or neglects to remove the material as aforesaid within the said period of 90 days, the Purchaser shall thereafter not be entitled to remove the said material without obtaining the prior permission in writing from the Depot Admin. The request for extension of delivery period by the purchaser shall have to be made a week before the expiry of the said period of 90 days. The Purchaser shall remove the said material before the expiry of the date specified in such permission after paying in cash the ground rent along with GST at the applicable rates calculated at the approved rate for such further period.
- iv. Provided, further that if the Purchaser fails or neglects to remove the said material before the date specified in such permission the Purchaser shall NOT thereafter, be entitled to do so without obtaining the prior permission in writing of the concerned General Manger who may in his/her absolute discretion refuse or grant such permission on

such conditions as he/she thinks fit including payment of an additional sum by way of penal ground rent which shall NOT exceed 10% of the value of the said material along with GST on the penal ground rent. The decision of the concerned General Manager shall be final and binding on the Purchaser.

- v. If the sale is held at the beginning of any rainy season and the Purchaser requests the concerned Divisional Manager for grant of extension of time for removal of the material due to various reasons, the period of rainy season which will be determined by the Depot Admin shall be excluded for the purpose of calculating the extension period.
- vi. No lot or part of a lot shall be allowed to be removed unless full payment in respect of that lot has been made and a Transit Pass for transportation of material is issued by a person duly authorized by of the FDCM Ltd., charges for issuing transit pass along with GST on that will have to be paid by the purchaser before Transit Pass is issued.
- vii. The removal of the forest produce shall be restricted to hours of day light and shall be allowed through the gate of the depot set apart for the purpose where the timber or the concerned forest produce shall be presented for examination and in case of timber after branding the same with an exit hammer mark.
- viii. The material shall be deemed to have been delivered from the sale depot, once the timber or the concerned forest produce is taken possession of by the Purchaser or his/her authorized agent and his/her signature in token of receipt of the material is obtained.
- ix. If any purchaser has purchased more than one lot and wishes to take delivery of any one or more of them, he/she can do so if due amount for all the lots and full amount for the desired lots is paid. Without doing so, delivery of the material will not be given.

10.0 ACTION FOR BREACH OF CONDITIONS:

- i. Notwithstanding the condition of resale, the Purchaser shall be liable to make good the loss sustained by the Company on account of his/her failure to discharge his obligations.

ii. The amount of loss will be determined by the Depot Admin as under:-

- a) The amount outstanding against the purchaser (i.e. the sale price) say "X"
- b) The amount realized, if any, on resale of the material say "Y".
- c) The amount paid by the first Purchaser towards EMD /Security Deposit /Advance on account of consideration say 'Z'.

The amount of loss will thus be: 'X'-(‘Y’+‘Z’). The purchaser will have to pay GST also on the amount of loss caused by him.

The amount of loss shall be deemed to be arrears of land revenue and without prejudices any other rights remedies and powers of the Company the same may be recovered as arrears of land revenue in accordance with the provisions of the Land Revenue Code.

iii. Unless the Purchaser has secured extension of period for removal of material beyond 90 days from the date of acceptance of sale before the expiry of 90 days and removes the material within such extended period/s as the case may be, the material will revert to Company. The purchaser will have NO right over such material whatsoever, after the said period is over and the Company will be authorized to dispose it off in any manner it deems fit. Even if full amount was paid for the material in question, the Purchaser will NOT be entitled to any refund on account of value of the said material.

iv. Any amount due to the Company on account of sale held under these conditions shall be deemed to be arrears of land revenue and may without prejudice to any other rights remedies and powers of Company be recovered by the Company as arrears of land revenue, in accordance with the provisions of the Maharashtra Land Revenue Code, 1966 as amended from time to time.

11.0 GENERAL:

i. The sale of all forest produce which are covered by the aforesaid conditions will also be subject to any other condition/s that may be prescribed from time to time by the Depot Admin (after prior approval

of the concerned General Manger) and the same will be notified on the Portal, before the date of e-auction sale and the same will also be binding on the bidders. The information regarding the lots kept for e-auction will be published on the website.

- ii. Notwithstanding anything contained in the aforesaid conditions, the Managing Director, FDCM Ltd. Nagpur/Concerned General Manger/ Depot Admin may without assigning any reasons, withhold/ cancel any sale advertised and sale of any lot or even the whole sale, if it is so required, in the interest of the Company.

12.0 **DISPUTES AND DIFFERENCES:**

- i. In the event of any dispute or difference whatsoever, arising between the parties hereto as to the interpretation of the terms and conditions mentioned above or as to the rights duties and obligations of all the parties hereunder or as to any other matter whatsoever arising out of it or in relation thereto or concerning the sale, the decision thereon of the concerned General Manager shall be final and binding on all the parties concerned.


Managing Director