

CHAPTER: 19

SALES & MARKETING

1) Standard Auction Sale Conditions:

The unified depot sale conditions for sale of timber, charcoal & firewood (in depot & in situ) issued vide Govt. of Maharashtra, Revenue & Forest Dept. Resolution No. TMR/1680/117241-CR937-III/F-9, dated 29.4.86 and corrigendum dtd. 21.10.1986 and those amended from time to time by the Govt. of Maharashtra are applicable to the sale of materials in F.D.C.M. Ltd.

The modifications relating to terms & conditions of sale 12 & 13 (a) for Crop I and Crop II in FDCM Ltd. have been issued separately (Vide M.D. office No. RM/R&M/2200 dated 15.10.88)

In addition to it, direction cum guidelines, summarizing various processes involved in the sale of forest produce by open auction, and commonly known as “How to Auction” were compiled by Regional Manager, Nagpur and these guidelines were later circulated to all the Regions & Project Divisions vide MD office letter NO. RM/R&M/SALE/7678, dt. 24/4/1986.

Though the above referred unified depot sale conditions are quite comprehensive, important instructions have been issued by the office of the Managing Director from time to time to further streamline the sale process and also to check omissions that were noticed in the sale procedures.

Instructions and clarifications pertaining to different processes involved in the sale of timber, firewood etc. has been compiled to bring in improvement in sale process. These are summarized, as under-

Reference Letter No.	Instructions about Sale
	Advertisement
RM(R&M)/621/1351 DT. 26.6.2002	<ul style="list-style-type: none">While publishing the advertisement, the details such as kind of material (timber, poles, bamboo etc.) to be auctioned on the particular date and time of auction should be specified. The timing of recess also should be specified.If in a single day different kinds of material are to be auctioned, then as far as possible the timing of auction of particular kind of material should be given so that the bidders interested in particular kind of material are not made to wait for long unnecessarily.
	Preparation of Lots
M(R&M)497 DT. 24.4.1991	<ul style="list-style-type: none">Separate Sr. No. should be given to lots in each depot for each kind of material viz. teak poles, fuel wood, bamboo etc. The Sr. No. should be for the field season i.e. from 1st Oct. to 30th Sept.Depot in charge should make lots of timber, poles, firewood, bamboo on the basis of length class, girth class and grading. The lot register (Form SD-V of Hand Book) should be filled and after physical verification of the lots the lot register should be sent to

<p>RM(R&M)621/819 DT. 19.5.2001</p> <p>RM(R&M)/7678 DT. 24.4.86</p> <p>RM(R&M)621/1351 DT. 26.6.2002.</p>	<p>Asstt. Manager.</p> <ul style="list-style-type: none"> • Asstt. Manager should inspect the depot frequently and instruct the staff in respect of lots. He should inspect physically 50% of the lots listed in the Lot Register. • In order to fix the upset price, the Asstt. Manager should finalize the grading of 100% of lots. Divisional Manager should verify the grading of at least 20% of these lots. • Lot list should be ready at least 2 days prior to the day of auction. A copy of lot list can be given to the bidders on demand after collecting the charges as decided by the General Manager/Regional Manager. • If any lot fails to fetch the price equal to or greater than the upset price, the last highest bid should be noted on the bid sheet and further action should be taken in accordance with para no. 25 (8) of directives- cum- guideline “How to Auction”. • Lots reserved for supply to Govt. Departments / Institutions or departmental usage should be clearly marked as reserved on the lot list and a board depicting such lots to be reserved should be displayed at such lots. • Divisional Manager should submit the Sale Result within 15 days from the date of sale. The copies of sale result should be made available for sale at the rates as sanctioned by General Manager /Regional Manager.
	<p>Sale of Lots after Clubbing</p>
<p>Sale/7678 dt. 24.4.1986</p> <p>RM(R&M)/621/1351 26.6.2002</p>	<ul style="list-style-type: none"> • If more than one lot are clubbed at the time of sale then the details of lots should be noted on the first bid sheet. The auctioning officer should take utmost care in calculating the total cubic content of the material put to sale. If any error is noticed after the sale in the total cubic content, the sale should be cancelled and the lots should be put to resale. • As far as possible clubbing of different lots should be avoided. If clubbing of lots is necessary, then such clubbing should be shown in the lot list beforehand. <p>If clubbing of lots is required to be done on demand of bidders at the time of auction, then-</p> <ol style="list-style-type: none"> a) Lots containing material of same kind should be clubbed. Lots having new and old material or of different species should not be clubbed. b) The lots to be clubbed should be adjacent to each other and not scattered throughout the depot.
	<p>Upset Price</p>
<p>RM(R&M)/Sale/2974/ 83-84 DT. 19.12.1983</p>	<ul style="list-style-type: none"> • Whenever the bids are received below the upset price sanctioned (whether by the Divisional Manager or the General Manager/Regional Manager), the Divisional Manager has to keep

<p>(R&M)/3297 DT.4.11.86</p> <p>RM(R&M)/409/B/ 1619 DT. 18.7.1996.</p>	<ul style="list-style-type: none"> • As far as possible the sale amount should be accepted in the form of Demand Draft drawn on the Bank and also RTGS NEFT *vide Government of Maharashtra, Revenue & Forest Dept. Resolution No. MFD-2012/C.R.1/F9 dt.29th March 2014 in which the Project Division has the account. Before issuing the transport orders it should be ensured that the DD has been realized. • In case where sale amount has to be accepted in the form of challans, the transport orders should not be issued before ensuring that the amount being paid through challans has appeared on the bank scrolls. • When the material is transported under the authority being issued by the purchaser, it should be ensured that the full name and address of the person in whose name the authority letter is issued is recorded and his signature should be attested. Further, it should be ensured that the signature of the purchaser on the authority letter tallies with the one in the office records of depot. • Transit Pass should not be issued until permission to transport the material is granted by the Divisional Manager. • In order to avoid misuse of delivery orders it is essential to use printed delivery order forms, numbered serially like bid sheets form. Before signing the order forms, the Divisional Manager should ascertain that all the requisite information is duly and correctly filled in and the signatures of those concerned with the preparation of delivery form and its checking etc. have duly been recorded at appropriate places. The printing should be done on the standard A4 size paper in triplicate. The first copy will be pink in colour, second yellow and the office copy will be white. Pink copy will be given to the purchaser and yellow to the depot officer. • In exceptional cases, the DM may accept sale price up to Rs. 5000/- in cash, provided it is at the headquarter of the Project Division. However, he should ensure that the amount is deposited into the accounts of the Company at the earliest. 						
	<p>Ground Rent</p>						
<p>CCF (Production) No. D9/TMR-C/123/C1/86-87 Dt. 22.9.1986.</p> <p>For Bamboo bundles,</p>	<p>The auction purchaser or the purchaser on resale, as the case may be, who has made full payment of the sale price, sale tax, Forest Development Tax and other taxes, rents and duties as are leviable thereon and interest, if any, and had applied a week before the expiry of 90 days, can resolve the material before the expiry of the date specified in such permission which shall be restricted up to 180 days after paying in cash the ground rent calculated as below-</p> <table border="1" data-bbox="509 1738 1338 1873"> <thead> <tr> <th>Sr.No.</th> <th>Item</th> <th>Rate of Ground Rent</th> </tr> </thead> <tbody> <tr> <td>i.</td> <td>Timber</td> <td>Rs, 15.00 Per Cu. M or fraction of it per month</td> </tr> </tbody> </table>	Sr.No.	Item	Rate of Ground Rent	i.	Timber	Rs, 15.00 Per Cu. M or fraction of it per month
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i.	Timber	Rs, 15.00 Per Cu. M or fraction of it per month					

CCF(Production), MS No. D-16/sale/A- 2/559/90-91/dtd. 11.9.1990	ii.	Fuel wood	Rs. 5.00 per cu. M. stacked or fraction of it per month
	iii.	Bamboo	Rs. 5.00 per 100 numbers or fraction of it per month
	iv.	Charcoal	At the rate of Rs. 250.00 per ha. Minimum area should be 0.2 ha. for charging the rent part of it per month. or part of it per month.
	v.	<i>Bamboo Bundles</i>	Rs. 33/- per hundred Bamboo bundles, each bamboo bundle containing 20 pieces of 2 mts. Length each i.e. for 2 Notional tonnes per month.
	vi.	<i>Bamboo Bundles</i>	Rs. 16.50 per hundred Bamboo bundles, each bamboo bundle containing 20 pieces of 1 mts. Length each i.e. for 1 National tonnes per month.
	NOTE:a)The ground rent should be recovered on the balance quantity lying in the Depot. b)any quantity less than 1 cum. should be reckoned as 1 cum. for the purpose of ground rent. c) Quantity less than 100 bamboo bundles should be reckoned as 100 bamboo bundles for the purpose of recovery of ground rent.d)the ground rent should be recovered for minimum period of one month. The period less than 30 days should be reckoned as the month.		
Miscellaneous			
FA/BANK/5261 DT. 3.2.2000	Acceptance of Currency Notes- As the instances of acceptances of fake currency notes of denominations of Rs. 500 & above have been noticed while collecting the EMD, special care should be taken while accepting such notes. In this regard, the guidelines in press release issued by RBI should be followed carefully. Information pertaining to name of bidder giving currency notes of Rs. 500 or higher denomination, his EMD No., details of currency notes, signature of the concerned bidder, and signature of accepting officer should be recorded in prescribed format.		
Period of Sale			
MD's letter No.RM/	It has been noticed after analysis of rates received in various quarters of the year that rates in the quarter Oct. to Dec. are highest while they are on lower side in the quarter of April to June and July to Sept.		

R&M/46 dt. 4.4.1995	<p>Hence, efforts should be made to sell off 90% of the harvested material in the quarter Oct. to Dec. and the remaining 10% in the next quarter i.e. January to March.</p> <p>If the material could not be sold till March due to some reason, then it should not be kept unsold till next October as there are chances of it being deteriorated because of heat and rains.</p>
	<p>Precautionary Measures</p>
<p>MD's letter No. RM/ R&M/390/548 Dt. 29.4.95</p> <p>MD's letter No. FA/ BGT/97-98/5029 Dt. 5.1.85</p>	<p>a) In order to ensure that the rates received by FDCM Ltd. in auction sales are reasonable, the GM/RMs should obtain the rates of sale of similar material by nearby Forest Division. Asstt. Managers should be entrusted with this job. If the rates received by FDCM Ltd. are less than 10% as compared to those of Forest Dept. the matter may be enquired into and appropriate action may be taken under the intimation to the Head Office.</p> <p>b) All the auction dates should be informed to the Head Office. A report containing information such as quantity of material put to sale, material actually sold, No. of persons paying EMD amount, No. of purchases etc. should be submitted to Head Office.</p> <ul style="list-style-type: none"> • The acceptance of cash / demand draft etc. should not be entrusted to the person who is directly dealing with the revenue realized to keep internal check on the cash and other transactions. • The entries in the cash book should be verified by the DM/AM timely. • Reconciliation of the amount deposited in bank account as per cash book should be done with the amount actually credited by the Bank every month. • Internal checks by Asstt. Managers (AP&AO should be emphasized.)
<p>MD's letter No. RM/ R&M/390/548 Dt. 29.4.95</p>	<p>Recovery of Amount</p> <p>i) The sale amount should be collected through a demand draft drawn on the bank situated in the same place as Divisional Office. Cheque, Cash or Challan should not be accepted.</p> <p>ii) If the amount of demand draft is more than the cost of a lot, the excess amount should be transferred as deposit under the intimation to the purchaser. It should not be adjusted towards the amount of another lot.</p> <p>iii) Details such as name of purchaser, lot no., date of sale etc. should be written in the right hand corner on the back of demand draft.</p> <p>iv) The delivery orders should be dispatched only after recording the receipt of demand draft in the register.</p> <p>v) The delivery orders should be signed by the Divisional Manager. In his absence, it may be signed by other authorized officer.</p> <p>vi) The copy of the delivery order should be sent to the RFO in charge of the Depot in a sealed envelope.</p> <p>vii) The demand draft received from the purchasers should be kept in</p>

	<p>the Non Operative Account.</p> <p>viii) It should be ensured that the demand draft deposited in the bank are realized and the bank officials may be consulted in case of any difficulty.</p> <p>ix) The DM should take a review regarding the no. of demand drafts received till the month end, how many of them are deposited in the bank and the amount realized. He should also ensure that the amounts of Sales Tax, Forest Development Tax, and Income Tax are properly recovered and deposited in the Govt. treasuries.</p>
	Responsibilities of GM/ RMs in Sale
<p>MD's letter No.RM/R&M/88 B/3381 dt. 1.11.2003</p> <p>MD's letter No.RM/R&M/88 B/4138 dt. 12.12.2003</p>	<ul style="list-style-type: none"> • They should remain present at the time of all important sales where large quantity of material is put to sale. • They should inspect the depots under their control during their field visits and ensure that the requisite documents such as outward-inward, lot register and other registers and records pertaining to auctions are kept in order. They should also ensure that the instructions and guideline issued in respect of auctions are properly implemented. • GM/RM should ensure that the staff members and officers under his control are vigilant so that no discrepancy is left in sale procedure and transparency is observed in it. • If any news appears in newspaper regarding auctions, the GM/RM should himself verify the facts and submit his report to Head Office within 8 days.
	Disposal after The Auctions
<p>RM(R&M)/6290 DT. 29.3.93</p> <p>RM(R&M)/3192 DT. 21.10.2000</p>	<ul style="list-style-type: none"> • If the material remains unsold in two consecutive auctions then in the interest of the Company (FDCM Ltd.) it is the duty of the GM/RMs to remain present during the third auction and depending upon the condition of the material they must take proper decision to dispose-off such material. • The unified sale conditions of auction should be scrupulously followed.

2) STANDARD HAULAGE TENDER CONDITIONS

Haulage and Tender Conditions:

Harvesting of timber, poles, fuel stacks, bamboo etc, is one of the major activities of FDCM Ltd. All this harvested material needs to be transported to Sale Depot for further disposal in stipulated time. This requires deployment of no. of Trucks/Tractors. As the corporation has to employ privately own trucks/tractors for speedy transportation of various forest produce, it is a regular practice to call tenders for this haulage activity.

The format of the conditions of haulage tender is as under:

AGREEMENT FOR THE HAULAGE OF TIMBER AND POLES/FIREWOOD/LONG BAMBOO/BAMBOO BUNDLE OF FDCM.LTD.

MEMORANDUM OF AN AGREEMENT MADE ON this day -----between the Forest Development Corporation of Maharashtra Ltd. (A Company registered under the companies act 1956) having it's Registered Office, Rawel Plaza, Plot No. 12, Kadbi Chowk Kamptee Road, Nagpur, 440004 acting through the Divisional Manager, FDCM. Ltd. Forest Project Division ---- (herein after called the corporation of one part and Shri _____ (herein after called the contractor which terms shall where context so admits, includes his heirs and permitted assigns) of the other part in respect of transport of _____ from compartment Nos. as mentioned in clause 4 of _____ to FDCM. _____ Depot.

WHERE AS THE contractor has requested the corporation to allot to him work of Transport of _____ and the corporation has agreed to allot the said work to him on the terms and conditions herein after appearing.

NOW THE DEED WITNESSES THAT

Quantity:

1. The Contractor shall have to transport approximate _____ as and when offered to him by the corporation at the rate of minimum _____ m³ per day from the date of this Agreement to total transport _____ time being the essence of this contract period of contract from -----to----- .
In genuine circumstances further extension will be considered up to entire transportation of compartment no. as mentioned in clause IV on the rates already tendered for transport .In this regard the decision of the Corporation shall be final and binding on the contractor
2. If the more quantity is offered for transport , than the offered one as stated in the preceding Clause 1 the contractor shall transport the such excess quantity of -----, in case if such excess quantity is offered at any time by the corporation during the continuation of this agreement, on the same rate ,terms and conditions. If the felling of _____ is stopped due to any administrative circumstances, the corporation will not be bounded to offer the _____ for transport as stipulated in Clause No. 1 of the agreement. The contractor is however shall not be liable to claim any compensation in this regard.
3. The contractor shall have no right to claim any compensation what so ever in the event of offering by the FDCM Ltd. The less quantity for transportation than the quantity stipulated as per clause 1.
4. The corporation shall pay to the contractor for the quantity transported by him at the following rates.

Name of Centre	Comptt. No.	Particulars of Material	Sanctioned rate

5. The cubical contents of logs & poles shall be calculated by the quarter girth formula and the mid girth shall be measured under bark.

6. The measurements recorded at the FDCM. Ltd. at _____ Depot shall be considered as correct and final for payment to the contractor.

6 - A. The Contractor shall fully load material belonging to one category i.e. Teak Timber, Teak Poles, Non Teak Timber or Non Teak Poles at a time. If the material is not enough for full load then the material of other category is loaded as per directives of field staff. Unloading of the material at the sale depot — will have to be done in the plots specified for the different category of material. If the contractor fails to do so and unloads different category of material in one plot, then the material shall be carried to the respective plots at the cost of the contractor. The actual expenditure incurred for the same shall be deducted from the bills of the contractor and no complaint what so ever in this regard shall be entertained.

6 – B. The Contractor shall count the transported material at the unloading place at the Sale Depot, in the presence of the Depot Officer or his representative.

5. The contractor will submit transport bills fortnightly to the concerned Divisional Manager FDCM. Ltd. _____ by 1st and 15th of each month, supported by carting challans and receipts signed by the Depot officer or any other officer appointed by the Divisional Manager, F.D.C.M. Ltd., _____ for the quantity transported to the FDCM Ltd., Depot at _____ and the same will be paid to him. In case of notice under clause 19 the corporation reserve the right to withheld payment of the bill.

Security Deposit:

6. The contractor shall deposit a security of Rs. _____ for faithful performance of the contract made by him under this Agreement and in addition agrees to a further deduction of 10% of his bills on receipt of material to the FDCM Ltd. Depot at _____ as recurring security.

7. The Corporation shall have a right to appropriate out of the security amount including recurring security deposit amount standing to his credit, any sums required to be spent by the corporation on failure of the contractor to fulfill his contract, and the corporation being required to make alternative arrangements. The Divisional Manager shall have a further right to call upon

the contractor to deposit further sums by way of security if in the opinion of the Divisional Manager sums deposited will / or are likely to fall short of the liabilities which the contractor may be required to fulfill the same.

10(A)The contractor undertakes to employ and put at the disposal of the corporation sufficient number of vehicles to transport the entire quantity of _____ from the above mention place to the stipulated depot at _____ during the currency of the contract.

10(B)In case of default on the part of the contractor to transport the entire quantity as stipulated in Clause 1 above by slowing down the pace of transportation or other wise a penalty not exceeding Rs. _____ on the difference between the quantity that should have been transported and that actually transported by the contractor shall be levied and shall be recoverable from the bills immediately due for payment to the contractor as well as from the security deposit including recurring security deposit.

11. The corporation shall have a right to employ other truck or trucks to complete the transport works at an early date in case the contractor dose not have sufficient truck to do so at his risk and cost.

12.The contractor shall guard the _____ against loss by theft pilferage fire or any other such risk en-route from the above compartments to the FDCM Ltd. Depots _____.

13.(A)The contractor undertake to make good loss in respect of any quantity that may be lost and/or damaged due to above or any other reasons to the corporation. The loss and/or damages will be assessed by the Divisional Manager, FDCM. Ltd. _____ and his decision shall be final. The value of the quantity lost or damaged shall be paid by the contractor on demand by the Divisional Manager.

13.(B)The Corporation shall have right that whenever any other Forest Produce is lost by haulage contractor and is not retrieved after giving due notice to him to recover the cost of same from the contractor. For this purpose the highest scheduled rate or market price for that species and grade will be charged.

14. The Contractor shall have no responsibility after the _____ is unloaded at the stipulated depot and the receipt in token of delivery is obtained from the officer appointed by the Divisional Manager for this purpose. The delivery of _____ will be given during day from 9.00 A.M. to 6.00 P.M. on working days but the Corporation reserves the right to close the unloading to be done on any day or at any time if so required.

15.The Contractor shall have to make all arrangements for fuel, repairs of trucks supply of spare parts and loading and unloading of _____ through his labourers.

15-A The contractor shall be solely responsible and liable to pay minimum wages, gratuity, provident fund, workmen compensation including any other dues accruing under any labour laws, to the labourers/staff engaged by him/her in due performance of contract.

16. The contractor shall abide by the Rules and regulations of the Indian Motor Vehicles Act, Forest Deptt. Labour Laws & other all state Govt. & Central Govt. labour laws and regulations as applicable to him and shall take care that no breach of the same is committed in any manner either by him or his employees or agents.

16-A The contractor shall maintain complete record of the labourers/ staff engaged by him/her in performance of this contract, including their names, addresses, wages paid and contribution of if any made towards their provident and/or gratuity and the likes and produce the same for inspection as and when required by the Divisional Manager.

16-B The corporation has the right to withhold the payment of the contract amount, in the event of default on the part of the contractor in not complying with any of the terms stated in this contract.

17. The Contractor shall maintain the registers and records as may be prescribed by the Divisional Manager and the same shall be produced for inspection on demand by him or by any person authorized by him in respect of the work assigned under this agreement.

Consequences on Failure to Perform Obligations:

18. The Contractor shall not transfer his rights under the contract either wholly or partially without the written permission of the Divisional Manager, and any such transfer shall be permitted at the discretion of the Divisional Manager and subject to the conditions that the original contractor under takes the responsibility and makes himself liable along with his transferee for the completion of the contract and further that the transferee also agrees to give further and an additional security as per clause 8 of the Agreement.

19. In addition to the compensations provided in conditions 10(B) above in case of the failure of the contractor to carry on obligation to transport the quantity when offered to him the corporation will have the right to hire transport from open market at the risk and cost of the contractor and debit the cost to the contractor's account provided the Divisional Manager FDCM. Ltd. ___ gives the contractor 3 days notice in writing about his intention to do so. The corporation may also in its own discretion employ their transport vehicles in case of such a failure of the contractor and debit the cost of transport at the rates approved by the corporation. The extra cost in this respect will be recovered from the contractor as arrears of land revenue if not recovered under the security deposits. The contractor is however not entitled for benefit if any derived by the corporation while arranging the alternate transport.

20. In spite of the action taken under clause 19 of the agreement if Divisional Manager, FDCM. Ltd., _____ is of opinion that the contractor is unable to fulfil the conditions of this agreement and that any further action under the aforesaid clause is not likely to be effective, he may refer the matter to the General Manager/Regional Manager, FDCM.Ltd., who after giving reasonable notice in writing and hearing to contractor may terminate the agreement. If the agreement is so terminated, the contractor shall not be entitled to any compensation and the corporation shall transport all _____ from Comptt. No. _____ to Depot _____ by other means of Transport at the risk and cost of the contractor and to recover the extra cost in addition to a penalty which may exceed Rs. 500/- (Five hundred) as will be determined by the Regional Manager and same shall be recoverable as arrears of Land Revenue. Provided the contractor shall not be entitled for benefit if any derived by the corporation while employing the other agency for transport _____ from Comptt. No. _____ to FDCM. depot at _____

21. If any question arises, as to whether the contractor has discharged his obligation or not and/or committed any breach of any other clauses of this agreement and his liability to pay in case of such breach, the matter shall be referred to the General Manager/Regional Manager _____ of the Corporation who shall decide the same after hearing the contractor, and the decision of the General Manager/Regional Manager _____ shall be conclusive, and final and binding on the contractor.

22. The time is the essence of the contract.

23. Any undertaking between the contractor and any other employee of the corporation not duly authorised by the Divisional Manager will not be binding on the corporation.

24. Unless no deduction certificate is produced from income tax authorities, Income Tax shall be deducted at source from the bill/bills of the contractors in accordance with the provision of the Income Tax Act.

25. The terms and conditions of this agreement may be varied, altered or cancelled either wholly or partially by mutual consent of both the parties by a written document.

26. For the purpose of jurisdiction of this contract shall be deemed to have been entered in to at _____ and is by Agreement subject to the jurisdiction of _____ Civil Court.

27. The Contractor shall abide by the rules and regulation of the Indian Motor Vehicle Act and also the direction given by the Hon'ble Supreme Court of India in writ petition No. 136/2003 regarding the capacity of the vehicle to transport the goods. If any violation is committed by the contractor, he will be responsible for the consequences arising because of this non-observance of the rules, and regulations framed by Government of Maharashtra under Motor Vehicle Act.

Forest Department and other Labour regulation such as Employees Provident Fund Act, 1952 and provisions made thereunder regarding labourers employed for the purpose of loading & unloading of Forest Produce from jungle to notified depots as may be applicable to him and shall take care that no breach of the same is committed in any manner either by him or his employees or agents.

28. Any amount due to be recovered from the contractor under this contract shall be deemed to be arrears of land and revenue, and may without prejudice to any other right, remedies and powers of FDCM. Ltd., be recoverable as arrears of land and revenue in accordance with the provision of the Maharashtra Land Revenue, Code No. 1966 as amended from time to time.
29. If any difficulties arise in respect of transport of _____ from Comptt. No. _____ to _____ sale Depot the contractor shall have inform the same well in advance during the contract period, to the Divisional Manager F.D.C.M. Ltd. _____ who shall decide the same and the decision of the Divisional Manager F.D.C.M. Ltd _____ shall be conclusive and final and binding on the contractor.
30. The contractor shall abide by the rules regulations of Maharashtra Mathadi and other manual workers Act 1969 as applicable to him and shall take care that no breach of the same is committed by any manner either by him or his employees or agents
31. If short route roads become motorable then the revised rate of transport of _____ shall be decided by mutual consent of both parties in this regard the decision of the Divisional Manager F.D.C.M.Ltd _____ shall be conclusive and final & binding on the Contractor

IN WITNESS WHERE OF the parties set their signature on the date and years above mentioned.

Signature

Divisional Manager

FDCM Ltd. Forest Project Division

CONTRACTOR

SIGNATURE

1) _____

2) _____

PAN No. _____

WITNESS:-

1. _____

2. _____