



HP STATE FOREST DEVELOPMENT CORPORATION LTD
VAN NIGAM BHAWAN, KASUMPTI, SHIMLA-171009



AUCTION NOTICE

The online auctions for sale of Coniferous and Broad Leaved timber of H.P. State Forest Development Corporation, Private Lots and Seized timber of Dhanotu Depot during September, 2017 will be held on <http://www.valuejunction.in/forest> from 10:30 am onwards on the date mentioned as follows:

Depot. & timber type	Date
Dhanotu Depot.	13 th Sept

Online address for e-auction is <http://www.valuejunction.in/forest>

Date of Auction	Last Date for depositing Eligibility deposit	Starting date and time for online bidding	End date for online bidding
13 th Sept 2017	12 th Sept 2017	13 th Sept-17 from 10:30 am	13 th Sept-17



HIMACHAL PRADESH STATE FOREST DEVELOPMENT CORPORATION LIMITED

CONDITIONS FOR THE E-AUCTION OF TIMBER IN H.P. STATE FOREST DEVELOPMENT CORPORATION LIMITED TO BE HELD ON 13/09/2017 on <http://www.valuejunction.in/forest> from **10:30 A.M onwards.**

1. This online auction is being held on behalf of the H.P. State Forest Development Corporation Limited for the timber and/or Forest Produce in Dhanotu Depot on this <http://www.valuejunction.in/forest>

For Registration, Username & Password please login to <http://www.valuejunction.in/forest> or contact **Mr. Snehajit Das -8584008243**

The material inspection will take place at Dhanotu Depot. HPSFDCL authority shall assist and facilitate the inspection.

2. GENERAL CONDITION:

2.1 The timber is auctioned on the basis of 'AS IT IS WHERE IT IS AND IN WHATSOEVER CONDITION IT IS'.

2.2 The bidder(s) shall be deemed to have inspected the lots. The bidder(s) accepts/accept as correct the lot, kind measurement, classification and calculation of volume of timber put for sale and as given in the sale lists and depot records. Any clerical mistake in the lists will of course be corrected and payment will be due/received accordingly.

2.3 In case of any doubt re-measurement of timber, can be requested within one week of auction on depositing 1 % of the highest bid amount. If the variation is up to 3 % in volume of the total scants in the whole lot(s), no change will be made in the measurement and the amount of 1% deposited shall be forfeited. If the variation is more than 3 % rebate/ credit for the short fall in volume on the basis of volume auctioned in the lot shall be given and the amount of 1% deposited shall be refunded.

3. AUTHORISATION OF BID

The auctioning Authority shall have the right to check whether any particulars bidder is duly and properly authorized by the firm for whom he is bidding and reserve the right to permit bidding or not by any individual/ firm at his sole discretion.



3.1 The purchaser (s) who is /are found have indulged in any kind of malpractice in the HSD at any stage directly or in connivance with the staff of HPSFDC, will be debarred from participating in any future online auction of timber conducted by HPSFDC.

4. **BID**

The bid submitted will be in **Rs/Scants Basis** and shall be inclusive of all applicable taxes.

"The bid by the bidder shall be inclusive of all taxes whether GST as applicable and TDS (except Surcharge and Education cess thereon) under section 206-C read with Section 44 AC of the income Tax Act 1961 and Market fee @ 1% (one percent).

Provided that it is clearly understood that the purchase price shall be the bid amount as reduced by the element of GST, Market Fee and TDS (except Surcharge and Education cess thereon) therein and any acceptance of the offer on the spot or subsequently by sanction as hereinafter stated shall be for such reduced amount which shall constitute the consideration of the sale.

5. **DURATION OF BID**

Bid once offered shall remain open for 15 days from the date of online auction.

6 **ELIGIBILITY:**

6.1 **PAN and GST Eligibility:** Every bidder must have a PAN number and GST Certificate. A photo copy of PAN and GST number be submitted as a proof to Mjunction official at the time of registration. Those who do not supply this cannot participate in the online auction".

6.2 The intending bidder(s) is / are required to deposit a sum of **Rs.10,000/-** to become eligible for bidding in the online auction sale. Those who do not deposit this amount cannot participate in the online auction sale.

6.3 **MODE OF PAYMENT:** The eligibility deposit may be paid in cash or by demand draft or by NEFT/RTGS in favor of the Corporation.

6.4 **ADJUSTMENT:** The eligibility amount may be adjusted against the EMD (Earnest Money Deposit)/Purchase price in case of successful; bidder at his request.

6.5 **REFUND:** The eligibility deposit shall be refunded to such bidder(s) who are not liable to deposit any earnest money.

6.6 **FORFEITURE:** If the highest bidder does not deposit earnest money within timeline, eligibility deposit shall stand forfeited for the HP State Forest Development Corporation Limited.



7. EARNEST MONEY DEPOSIT

7.1 The earnest money deposit payable by the highest bidder(s) shall be 8.5% of the total purchase price.

7.2 In respect of “C” Class timber and resale lots, 30% of the total sale amount will be realized as earnest money.

7.3 **TIME OF PAYMENT OF EMD:** Post completion of auction, the highest bidder(s) shall deposit the earnest money in cash or by bank drafts or NEFT/RTGS within 2 working days from the date of lot confirmation by HPSFDC. Pay order/Banker cheque of local station (Where HPSFDC or concerned HSD has a Bank Account) shall also be accepted. Any bidder(s) who gets his/their eligibility deposit adjusted against the earnest money due from him/them, shall not bid for any other lot(s) unless he/they has/have made a fresh eligibility deposit.

7.4 The Divisional Manager/ Sub- Divisional Manager may allow a further extension of 7 days from the date, of online auction for deposit of earnest money extension charging @ 50% P.A on earnest money deposit unpaid.

7.5 **FORFEITURE:** In case of highest bidder fail to pay the total bid money/ price within the specified period or within such extended period as the case may be, the earnest money deposit shall stand forfeited to the HPSFC and the HPSFC shall have the right to re-sell the lot through online auction.

8. MODE OF PAYMENT:-

All demand drafts shall be on any scheduled bank in favour of HP State Forest Development Corporation Limited and payable at the nearest Town/City/Village where the Himkashth Sale Depot has a bank account. Pay Orders/Banker Cheques/ NEFT/RTGS of local station (where HPSFDC or concerned HSD has a Bank Account) shall also be accepted. The successful purchasers shall tender one Bank Draft towards sale price payable at the nearest Town/City/Village where the Himkashth Sale Depot has a bank account. The other Bank Draft towards taxes/market fee shall be payable only at nearest Town/City/Village where the Himkashth Sale Depot has its bank account drawn in favour of the H.P. State Forest Development Corporation Limited.

9 SANCTION OF BID:

The date of sanction will be after 2 working days of auction for lots sold at or above upset price. For all other lots sanction will be conveyed after the approval of sanctioning authority within fifteen days. Provided that such sanction shall always be subject to condition of deposit of the taxes due from the purchasers as per the provision under various acts along with the sale proceeds.



Provided further that the deposit of taxes payable by the Purchaser within the stipulated time as aforesaid, shall be a condition precedent to the sale and failure to do so shall be deemed to constitute retraction of the bid by the bidder and make him liable to the forfeiture of earnest money deposit and give the Corporation the right to re-online auction the resiled lots afresh.

10. PAYMENT OF THE PURCHASE PRICE TIME OF PAYMENT:

10.1 The purchaser (s) shall pay the price of timber purchased within 50 days of sanction as stated in para 10 above and shall also lift the entire timber sold to him /them within this period of 50 days.

10.2 Director (Central) may under exceptional circumstances and on application by the purchaser (s) allow and extension in making the payment up to 30 days as he considers fit on the payment of interest @ of 27% P.A. on the belated amount in the manner prescribed for making the payment.

10.2 (a) Beyond the period specified in 11.2 Executive Director may give extension in period of payment on payment of interest @ 2.5 % PM on belated payment.

10.3 PART PAYMENT AND REMOVAL: While applying for extension under clause 11.2 the purchaser will deposit 10% of the total sale value of the timber purchased by him with the concerned Divisional Manager to qualify for extension beyond 50 days. The Divisional Manager may recommend the extension with 27% interest on the belated sale amount in the manner prescribed for making payment. This 10 % security amount will be adjusted against the value of the total timber purchased by the bidder at the time of making final payment of the timber purchased. However, if he fails to make the payment within the extended period, the amounts so deposited by him will be forfeited to the Corporation and no further extension will be granted.

10.4 If the entire payment of the sold lot of timber is made within 25 days from the effective date of sanction, the rebate will be allowed following rates:-

REBATE:

1. If payment is made within 2 days = 5%
2. If payment is made within 15 days = 4%
3. If payment is made within 25 days =3%

10.5 MODE OF PAYMENT: Payment of sale price within the period of 50 days shall be made by crossed demand drafts/RTGS/NEFT/BANKER CHEQUES/PAY ORDERS drawn as stated in para supra.



10.6 **GRACE PERIOD:** In case of payment by demand draft as stated in para 11.4, grace period of 3 days will be allowed for receipt of the drafts at Sale Depots, provided the date of issue of the demand draft/NEFT/RTGS is within the period specified above. In case the last day on which any payment is to be made to the Corporation is a holiday either in the Himkashth Sate Depot of the Corporation or in the Banks in HP Punjab and Haryana then the date shall automatically stand extended to the next working day.

10.7 **ADJUSTMENT OF EMD:** The earnest money deposit for a particulars lot will be adjusted only when the final payment of the lot is made by the purchaser in the period mentioned above.

10.8 **FAILURE TO PAY:** In case any purchaser fail to pay the whole or in part the price for the sold lot within the prescribed time of 50 days as stated in sale condition 11.1 above and the timber is not lifted by the party within the stipulated period as well as within extended period covered under the sale condition No. 12.3 And 12.4. The entire earnest money or purchase price received shall be forfeited and the Corporation shall have the right to resale the timber.

11 EXTENSION TIME FOR LIFTING:

11.1 The purchased timber shall be lifted only against a release permit issued by the Divisional Manager or Sub Divisional Manager

11.2 **PERIOD FOR LIFTING:** The purchaser shall lift the purchase timber within 50 days from the date of sanction. However, if after full payment of the lot has been made and the entire quantity cannot be lifted for want of Truck load, such timber may be allowed to be kept in the Depot upto the 20 days after the date of next online auction without any Depot rent. The quantity which may be detained under this concession will not be exceed 8m³. In case the purchaser fails to lift this timber within the period specified above, depot rent as provided herein after shall be payable from the date of expiry 50 days from the date of sanction in respect of that lot.

11.3 **EXTENSION OF 30 DAYS:** The Divisional Manager or Sub Divisional Manager may allow extension upto 30 days beyond the time specified for lifting in clause in 11.2 above on payment of Depot rent @ 22% P.A on pro rata value of un-lifted timber.

11.4 **FURTHER EXTENSION:** The Director Central may under exceptional circumstances and on an application by the purchaser allow a further extension for 30 days or payment of Depot rent @ 22% P.A. on the pro rata value of un-lifted timber. Director (Central) may give further extension on charging depot rent @ 3% per month. No extension will be granting in respect of C Class timber beyond the period as mentioned in condition 11.3.



115 **STACKING:** All timber as per para 11.2 to 11.4 at the discretion of the Divisional Manager or Sub Divisional Manager, will be removed and stacked in a separate portion of the depot at the cost of purchaser. Such cost will be deposited in cash before the issue of the release order by the Divisional Manager or Sub Divisional Manager.

12 PALTAI:

Paltai of timber of the sold lot may be allowed to the purchaser provided this is done in the presence of Divisional Manager or Sub Divisional Manager and no disturbance is caused to the adjoining stacks and the full payment of the stacks in question has been made.

13 RESTRICTION OF SALE ETC:

No purchaser shall sell timber purchased by him to another party while such timber is lying in the Corporation depot. No sawing or conversion of timber is to be permitted in the depot premises under any circumstances what so ever.

14 CONDITION FOR REMOVAL:

No timber shall be allowed to be removed from the sale Depot without the issue of proper release order to be issued by the Divisional Manager or Sub Divisional Manager as per Corporation rules and without timber having been marked with export sale hammer and presentation of the release order, challan and Gate pass as per Corporation Rules & Regulation in force from time to time.

15 ARBITRATION:

All or any dispute arising out of the online auction sale or interpretation of any of the sale condition contained herein shall be referred to the Managing Director, HP State Forest Development Corporation Limited for appointment of arbitrator whose decision shall be final and binding on the both the parties.

16. JURISDICTION:

Court proceeding if any connected with the sale shall be subject to the jurisdiction of Himachal Pradesh Courts only.

17. The online auction sale in HSDs are subject to such restriction as may be imposed by the Govt. of H.P. from time to time.



18. These conditions of sale shall also form the terms of the Agreement Deed between the seller (HPSFDC) on the one side and buyer on other side.

AUCTIONING AUTHORITY

Certified that I/We heard/read and understood the above conditions of sale in respect of timber put to online auction and sign with my/our own hand(s) in acceptance thereof and will abide by these.

Sr.No.	Name & Address of the purchaser(s)	Signature
1	2	3

Unsolicited