

PUNJAB FOREST DEPARTMENT.

TERMS AND CONDITIONS OF AUCTION OF TIMBER IN DEPOT FIREWOOD AND STANDING TREES (GREEN/DWF) OR ANY OTHER FOREST PRODUCE IN FOREST (OTHER THAN CONIFEROUS FORESTS) OR ANY OTHER MATERIAL DECLARED UN SERVICEABLE OR SURPLUS OF _____ FOREST DIVISION TO BE HELD AT _____ FOREST CIRCLE ON _____

1. Unless there is anything repugnant in the subject or context, the words and expressions used in these terms and conditions shall have the meanings, as assigned in the Forest Act, 1927 (amended up to date) for the sale/purchase of timber, firewood, green dead wind fallen (DWF) trees and any other Forest produce (hereinafter called as Forest produce) and or material declared surplus or un-serviceable (hereinafter as material).
2. No person shall be permitted to bid unless he has signed these conditions. These sale conditions shall be annexed with agreement deed thereafter.
3. The auction shall be on the basis of “as it is and where it is”, and shall be presumed that before bidding has checked the trees and/ or Forest Produce or any other item put for auction and satisfied with the quantity, quality and measurements thereof, mentioned in the lotwara.
4. The successful bidder shall pay earnest money @ 25% of the total sale value of the lot at the fall of hammer but in the case of minor Forest Produce full payment shall be paid, in case the sale is sanctioned the earnest money paid shall be adjusted towards the total sale price of the trees and / or Forest Produce.

5. The Auction Authority conduct the open auction in view all the rules in vogue, the moral aspects and the transparent manner accordance to the advertised schedule of auction. It will exercise such a care and interest in disposal of Government property as is supposed to exercise in disposal of its own property through open auction.
6. The bidder shall not, in any manner, influence, hinder, instigate or pressurize any of the competing bidder. Such act, if any on part of contractor shall tantamount hindrance in performance of Government business and liable to be proceeded under relevant provision of law.
7. No bid applicable, CDR and complaint whatsoever shall be entertained after fall of hammer.
8. The acceptance of highest bid and the receipt of earnest money at the time of auction, shall in no way, confer any right of purchase of the bidder and the authority competent to sanction the sale reserves the right to reject any bid without assigning any reasons thereof.
9. Sanction(s) of the successful bids shall be accorded by the competent authority in a period specified below:-
 - a. Divisional Forest Officer, within 10 days from the date of auction.
 - b. Conservator of Forests, within 20 days from the date of auction.
 - c. Chief Conservator of Forests, within 30 days from the date of auction.
 - d. Administrative Department, within 45 days from the date of auction.
10. The successful bidder, after sanction of the bid, shall:-
 - a. Deposit 10% of the total sale price in the form of the deposit at call from any scheduled bank as performance security in the name of competent authority within fifteen days from the date of communication by the Divisional Forest Officer.
 - b. Deposit the balance sale price and all taxes within seven days of the signing of agreement in any branch of the state bank of

Pakistan, the National Bank of Pakistan preferably situated at Headquarter of the concerned Forest Division.

- c. In case the purchaser fails to pay balance sale price and taxes etc within the prescribed time period it may be extended, on written request, up to 15 days on payment of penalty @ 1% of the total value of the contract. The period of balance payment may further be extendable for another 10 days by the concerned Conservator of Forest on payment of 2% penalty of the total value of the contract.
11. In case the failure to deposit to deposit the balance payment within stipulated/extended period, the sale shall be cancelled with forfeiture of the earnest money and performance security to the Government for which there shall be no appellate authority.
12. The successful bidder shall provide his correct postal address on the bid sheet(s) and agreement deed(s). all correspondence shall be with purchaser at his notified address.
13. The Divisional Forest Officer shall issue the “work order” within seven days after the deposit of balance sale price of the lot. After it is handed over to the contractor, the contractor shall be allowed to remove the purchase material. After taking over the material the contractor shall be responsible for any loss or damage whatsoever, which may occur due to any cause/natural calamity etc.
14. After issuance of work order, the auction material shall be handed over to the purchaser by the concerned SDFO/RFO under proper receipt.
15. The purchaser shall remove the material within specified period as per agreement unless extended by the competent authority.
16. Any dispute not covered in these sale conditions, shall be referred to the next higher authority. Chief Conservator of Forests for final arbitration.