



TAMIL NADU GOVERNMENT GAZETTE

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Part VI-Section 1 (Supplement)

NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.

OFFICIAL ADVERTISEMENTS

“Tender Cum Auction Sale Notification For Sale of The Stocks of Sandalwood Available with the Tamil Nadu Forest Department”

(Ref. No. L/55/2011.)

No. VI(1)/84/2011.

Sealed Tenders are invited from the registered sandalwood contractors of Sathyamangalam Division for the purchase of Sandalwood from the Government Sandalwood Depot at Sathyamangalam for different classes of Sandalwood (*vide* Annexure) by way of Tender cum auction sale to be conducted by the District Forest Officer, Sathyamangalam. Sealed Tenders will be accepted in the office of the District Forest Officer, Sathyamangalam upto 11.00 A.M. on 04-03-2011 and the received tenders will be opened immediately thereafter before the tenderers who are present, by the District Forest Officer, Sathyamangalam at Government Sandalwood Depot, Sathyamangalam, Tamil Nadu. The auction sale will be held at 12.00 Noon on 04-03-2011 by the District Forest Officer, Sathyamangalam at the same venue. If the date of tender cum auction happens to be a holiday, the tender cum auction sale shall be held on the next working day at the appointed time and place. Only persons who have submitted sealed tender with required documents as prescribed in condition No. 9 on or before the due date and time will be allowed to participate in the auction sale. If on account of unavoidable circumstances, the auction could not be conducted on the date fixed, another date will be given for conducting the auction. On account of such delayed auction sale, Tamil Nadu Forest Department will not be responsible for payment of any interest on the E.M.D. enclosed along with the tender schedule and no such claim will be entertained by the Tamil Nadu Forest Department.

If there is no tender received for any particular lot, that lot will be withdrawn from the auction.

Details of Sandalwood put up for tender cum auction sale is appended in the Annexure to this notice. This tender cum auction sale is governed by the following conditions and the provisions of Tamil Nadu Transparency of Tenders Act, 1998 and Tamil Nadu Tender Transparency Rules, 2000:—

1. Tender form, its cost and availability:—(a) Tender schedule can be obtained from the Office of the District Forest Officer, Sathyamangalam Division, Sathyamangalam during office hours from 15-02-2011 to 03-03-2011 upto 17.30 hours (5.30 p.m.) on payment of Rs.9000/- (Rupees Nine thousand only) for each tender schedule plus VAT @ 12.5% for Tender value upto and including Rs.50.00 lakhs / on payment of Rs.15000/- (Rupees Fifteen thousand only) plus VAT @12.5% for tender value above Rs.50.00 lakhs for each tender schedule. The payment may be made through Demand Draft drawn on any Nationalized bank in favour of District

Forest Officer, Sathyamangalam Division payable at Sathyamangalam or on payment by cash on any working day during office hours of the above said days.

(b) The tender documents can also be downloaded from the website at www.forests.tn.nic.in and also from the tenders portal of Government of Tamil Nadu at www.tenders.tn.gov.in and used for submission. The tender schedule downloaded from the website must be accompanied with the prescribed tender schedule cost plus VAT @12.5% as mentioned in clause (a).

(c) One tender schedule can be used for offering rates of more than one lot.

(d) Only intending tenderer / bidder who have registered their names with the District Forest Officer, Sathyamangalam division after paying the prescribed fees will be permitted to participate in the tender cum auction sale.

(e) The cost of Tender schedule and VAT are not refundable under any circumstances.

2. Inspection of Sandalwood lots by purchasers:—The intending tenderer / bidder is advised to inspect personally, the Sandalwood Lots mentioned in the Annexure, available in the Government Sandalwood Depot, Sathyamangalam on any working day from 15-02-2011 to 03-03-2011, between 02.00 P.M and 05.00 P.M., before submitting the tender forms and satisfy themselves. The classification made in the Depot and mentioned in the Annexure is final.

3. Presentation of more than one tender form:—Only one tender should ordinarily be submitted for tender cum auction sale by a person or a party for any particular lot. However, in case two or more tenders with different amounts are presented for any particular lot by one and the same person / party, the tender with the highest amount shall only be considered.

4. Signing of tender form:—(a) Each page of the tender schedule should be signed by the Tenderer.

(b) The person / agent signing the tender shall state in what capacity he / she or they, is / are signing the tender e.g., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. A registered copy of the "Partnership Deed" should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the condition of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the company and the letter empowering the person mentioned supra shall be attached to the tender. In the case of Hindu Undivided Family, the name of all the family members should be recorded on the tender form and "Karta" who can bind the family should sign the form and indicate his status below his signature.

(c) The Person / Agent signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be in all matters pertaining to the contracts. If the person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable to be summarily rejected. The Power of Attorney shall be signed by all the partners in the case of a partnership concern, by the proprietor in the case of a proprietary concern and by the person who by his signature can bind the family.

(d) If more than one tender is submitted by such authorized Person / Agent, the power of attorney should be enclosed to one of the tenders and fact that the power of attorney is enclosed to the said tender should be mentioned in the other tenders.

(e) Telegraphic tenders, conditional tender, optional tenders will not be considered and they shall be summarily rejected.

(f) No post sale or no post tender cum auction sale offer will be accepted.

5. Tender by defaulter or minor or insolvent or black listed person:—Sealed tenders submitted by a person or party, who owes due to the Forest Department or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences involving moral turpitude or who has been blacklisted, shall be treated as invalid, and earnest money deposit submitted along with such tender shall be forfeited to the Government.

6. Sale Value of Sandalwood to be tendered:—The tenderer / bidder shall quote / offer rate per metric tonne (M.T.) of Sandalwood at which he desires to purchase the entire quantity of a particular lot. The rate per metric tonne offered should be both in figures and words. The weight of each lot is indicated in the Annexure. In case of difference between the figures and that given in words in any tender, the higher rate of the two will be taken as the tendered amount.

7. Tender form improperly filled in:—(a) Tender schedule not properly filled in or not signed will be rejected. All corrections / additions / alterations in the tender schedule should be attested with full signature.

(b) Each class of Sandalwood will normally be offered for sale in lots of 1 M.T or more subject to availability. The officer conducting sale may offer even smaller lots as per demand or availability. Bids will be per tonne of each class of wood. Bid amount shall be in multiple of Rs.100 / (Rupees one hundred) per tonne for each class of wood.

(c) Acceptance of the conditions of tender cum auction sale should be given in writing in the tender form.

(d) If two or more persons in partnership attend the sale with the intention of purchasing wood jointly, only one member of the partnership will be recognized for the purpose of bidding and the deposit will be accepted in his name. No person will be allowed to bid for another unless he holds a power of attorney duly executed in his favour authorising to bid on behalf of such other persons.

8. Payment of Earnest Money Deposit (E.M.D.) and sale amount:—(a) An amount of Rs.1,00,000/- (Rupees One lakh only) has to be paid as Earnest Money Deposit (E.M.D.) by Demand Draft by the intending tenderer / bidder who desire to buy sandalwood. The amount (E.M.D.) will be retained as security for the due fulfillment of the condition No. 21.

(b) Each intending tenderer / bidder should pay a sum equivalent to 20% of the amount upto which he / she wishes to bid plus 0.25% towards administrative charges on the total tender sale value of sandalwood along with the E.M.D in form of separate demand drafts at the time of submission of tender.

(c) No interest shall be payable on the Earnest Money Deposit.

(d) The E.M.D. of unsuccessful tenderer / bidder will be returned after the tender cum auction sale is over.

(e) In the case of successful tenderer / bidder, the Earnest Money Deposit amount shall be retained as Security deposit for the due fulfillment of the conditions. The E.M.D paid by successful bidder shall be adjusted in the payment of 80 percent of balance sale amount.

(f) No interest shall be paid on the EMD so retained.

(g) The EMD retained as security deposit in case of successful tenderer / bidder will be retained, as security Deposit for the due fulfillment of conditions. In case of failure to fulfill any of the conditions, the EMD will be forfeited to Government.

9. Presentation of Tenders:—Tenders complete in all respects shall be put in an envelope given along with the tender form, closed, sealed and may be presented in person or sent by REGISTERED POST to the ***District Forest Officer, Sathyamangalam Division, Sathyamangalam-638 402, Tamil Nadu, so as to reach him before 11.00 A.M. on 04-03-2011.*** The filled tender form should be sent along with separate Demand Draft for EMD, 20% of initial amount and 0.25% towards administrative charges in the sealed cover which should be superscribed as "Tender for the purchase of Sandalwood on 04-03-2011".

10. Invalid Tenders :—Conditional tenders or tenders sent by telegram or tenders sent otherwise than as laid down herein shall be treated as invalid and will not be considered.

11. Withdrawal of Tenders:—Any tenderer desires of withdrawing the tender can do so at least one hour before the time of opening of the tender cover on the following conditions: -

(a) On opening the remaining tenders, there should be at least one valid tender complete in all respect available for consideration for that particular lot.

(b) The Earnest Money deposited by the tenderer shall be forfeited.

(c) Revocation of withdrawal of tender shall not be permitted.

12. Opening of Tender schedule:—Tender schedule will be opened at 11.00 A.M. on 04-03-2011 by the District Forest Officer, Sathyamangalam Division, Sathyamangalam in the presence of the tenderers / bidders, who choose to be present at the time of opening of the Tenders.

13. Conduct of 'Auction Sale':—(a) The auction sale for the lot for which at least one valid tender complete in all respects has been received will be held at 12.00 Noon on 04.03.2011 by the District Forest Officer, Sathyamangalam at the Government Sandalwood Depot at Sathyamangalam. The sale will be knocked down in the name of highest bidder. The highest tender amount or the highest bid amount in the auction sale of a lot, which ever is higher, shall be taken as the 'highest bid' for that lot. The highest bidder is the successful tenderer / bidder.

(b) The Company or Corporation which proposes to bid in the auction should provide the person(s) who is/are to bid with a power of attorney to bid on behalf of the concern signed by the competent person of the Board.

(c) The Officers conducting the sale may at his discretion prevent any person or company or corporation from participating in the tender / auction sale without assigning any reason therefor and that decision shall be final.

14. Successful bidder in the tender cum auction sale:—Successful tenderer/ bidder shall immediately after auction sale of lot is knocked down, sign his name at the end of the bid list in the column provided for the purpose and such signature will be held as an acceptance on his / her part or his / her having purchased that particular lot of sandalwood and also having accepted the conditions of the sale notice.

15. Acceptance of Tender / Auction Sale Bid:—The Government of Tamilnadu in Environment and Forests Department / the Principal Chief Conservator of Forests, Chennai shall be the competent tender cum auction sale accepting authority. The tender cum auction sale accepting authority within sixty days of the opening of tender shall accept or reject it without assigning any reason thereof. In this regard, the decision of the tender cum auction sale accepting authority is final.

16. Confirmation of Tender cum auction sale:—The tender cum auction sale is subject to confirmation by the competent authority, who reserves to himself the right to reject any bid including the highest bid without assigning any reason whatsoever.

17. Withdrawal of bid:—The successful bidder shall not withdraw his / her bid provided orders accepting his / her bid are issued within 60 days from the date of sale. If the successful bidder withdraws his/her offer, the Sandalwood will be resold at his / her risk and any loss that may be sustained by the Government on account of such resale shall be made good by the defaulter, but he / she will not be entitled to any profit that the Government may derive from such resale.

18. Presiding Officers decision to be final:—In case of any dispute that may arise in the context of opening of tenders, the decision of the District Forest Officer, Sathyamangalam Division, Sathyamangalam shall be final.

19. Equal Amounts:—If equal rates per metric tonne for the same lot are offered by more than one tenderer / bidder, and there is no bid in open auction for that particular lot the tender will be decided by the District Forest Officer by drawing lots, after the sale process in the presence of tenderer / bidder, who choose to be present at the time of opening of Tenders.

20. Withdrawal of Lots / Modification of quantity:—The District Forest Officer, Sathyamangalam Division, Sathyamangalam who is conducting the tender cum auction sale may withdraw any lot or part of the lots from the sale, without assigning any reasons. The District Forest Officer also has the right to modify the quantity put up for tender cum auction sale in modification to the quantity mentioned in the advertisement without assigning any reason therefor.

21. The successful Tender cum auction sale bidder shall pay the following amount:—(a) The E.M.D. of Rs.1,00,000/- (Rupees one lakh only) referred in Condition No.8 (a) above will not be included for the purpose of calculating the sum required to be deposited as per clause 8 (b) above.

(b) Each successful tenderer / bidder shall pay the remaining 80% amount (i.e. the entire balance sale amount) by way of Demand Draft drawn on any Nationalized Bank in favour of the District Forest Officer, Sathyamangalam Division, payable at Sathyamangalam within 45 days from the date of receipt of confirmation order or before taking delivery, whichever is earlier.

Bank Guarantee will not be accepted in lieu of cash or Demand draft.

(c) No part payment of any installments will be accepted. Any tenderer / bidder fail to make the necessary remittance by the due date, the money already remitted shall lapse to Government. The District Forest Officer, Sathyamangalam without any further reference to the tenderer / bidder may resell the wood in question at the risk of the tenderer / bidder, who shall be liable for any loss. The tenderer/ bidder shall not be eligible for any profit, which may arise on account of such resale.

22. Date of receipt of confirmation order:—(a) Where the tenderer / bidder fails to indicate the date of receipt of confirmation order in the respective postal acknowledgement or where no acknowledgement is received by the District Forest Officer, Sathyamangalam the fifth day from the date of confirmation order to the tenderer / bidder shall be reckoned as the date of receipt of confirmation order for calculating the period of 45 days referred to condition No.21 of the tender notice.

(b) In the case of direct remittance by tenderer / bidder into any branch of the State bank of India through a chalan or demand draft in respect of any installments the following dates shall be followed for levy of any interest payable on over due installments: -

(i) If Demand Draft is handed over to the District Forest Officer, Sathyamangalam in person, the date on which it was handed over.

(ii) If the demand Draft is sent by registered post the date on which the cover containing the Demand Draft is delivered to the Office of the District Forest Officer, Sathyamangalam Division, Sathyamangalam.

23. Delivery of wood:—(a) The material sold will be delivered to the successful Tenderer/bidder at the depot site after completion of all the payments and formalities mentioned in the Notification.

(b) The sold wood shall be taken delivery by the Tenderer within 15 days from the date of final payment of tendered amount and taxes. If the wood is not taken delivery within 15 days from the date of final payment, it will be deemed that the purchaser has taken delivery of the entire quantity of wood purchased on the 15th day and the wood is kept in bailment from that day with the District Forest Officer, Sathyamangalam, as bailee. The bailor (purchaser) shall pay ground rent at the rate of Rs.600/- per day per tonne. The bailee will not be responsible for any shortage or deterioration of quality of the wood. The maximum period of bailment is 90 days, after which the sold wood shall become the property of the Government.

(c) The purchaser should give atleast seven days notice of his intention to take delivery to the District Forest Officer, Sathyamangalam supported by bank remittance in token for payment. No delivery will be made on holidays.

24. Delivery of wood through agents:—(a) The purchaser when deputing their agents to take delivery of stock must furnish each agent with a power of attorney duly signed and stamped and bearing the signature of the persons deputed. A copy of the power of attorney must also be sent to the District Forest Officer by post with four specimen signatures of the agent duly attested. Failing this, delivery may be refused pending verification in which case the delay will count against the purchaser.

(b) In case of a firm consisting more than one partner or director, the power of attorney so furnished should be signed by all the partners or directors of that firm.

25. Conversion of delivered wood at depot site not allowed:—No further cleaning or classification of sandalwood will be undertaken by the Forest Department nor will Purchasers be allowed to clean any wood previous to weighment. The classification, cleaning and weighment as determined by the Forest Department must be accepted.

26. Transport of wood to be done under proper permit:—The Tenderer in whose name the sale is effected shall transport the material under the cover of a Transit permit to be issued by the competent authority of Forest Department to the destination approved by the concerned District Forest Officer in terms of Timber Transit and other relevant Rules in force.

27. Deemed acceptance of terms and conditions:—The fact of submitting a Tender is deemed to be unreserved acceptance of the terms and conditions of Tender *cum* auction sale.

28. Taxes to be paid:

(a) VAT and other taxes:

(i) Value Added Tax (previously Sales Tax) @ 12.5% or at the rates in force on that date and other taxes if any, levied by the Government, shall be paid by the tenderer / bidder as per provisions of the VAT Act, 2005 and Rules made there under and other concerned provisions of law, along with the payment of final instalment of the balance tender sale amount.

(ii) The tenderer / bidder shall get orders from the Commercial Tax Officer, Sathyamangalam Town North and pay the value added tax, as ordered by the Commercial Tax Officer, Sathyamangalam Town North, Sathyamangalam. The tenderer / bidder shall produce exemption certificate obtained from the Commercial Tax Officer, Sathyamangalam Town North, Sathyamangalam, if the tenderer / bidder claims any exemption of payment of taxes. In case of non-production of such exemption letter, Tenderer / bidder must pay full tax amount. The tenderer / bidder shall resolve any dispute / litigation with regard to VAT or any Tax, only with the Commercial Tax Department and the Forest Department will not be a party to it.

(b) Income-Tax:

(i) Income-Tax shall be paid by the Purchaser, as per the provisions of the Income Tax Act, 1961 and Rules made there under along with the balance 80% of the tender amount.

(ii) The tenderer / bidder should mention the Permanent Account Number (PAN) issued by the Income-Tax Department. If not allotted, they should specify whether he / she has applied for the PAN, and if so, a copy of the Acknowledgement given by the Income Tax Department should be enclosed.

29. Deemed cancellation of tender cum auction sale:—In the event of failure to fulfill any of the conditions prescribed in Condition No. 8, 21 and 28 above, the tender auction *cum* sale shall be deemed to have been cancelled and all the amount paid by the successful tenderer / bidder of concerned Lot or Lots, shall stand forfeited by the District Forest Officer, Sathyamangalam Division, Sathyamangalam to the Government.

30. Collection of delivery charges:—The purchaser shall bear the cost of taking delivery of sandalwood as applicable from time to time. The depot contractor or the Ranger as the case may be will supply the required labour for taking delivery of the wood. No other person will be allowed to enter the depot premises; Delivery charges per tonne will be fixed by the District Forest Officer, Sathyamangalam and will be announced at the time of sale. Delivery charges will be valid for a financial year and the District Forest Officer, Sathyamangalam may revise them every year.

31. Collection of packing charges:—Packing charges per tonne will be fixed by the District Forest Officer and will be announced at the time of tender *cum* auction sale. The packing charges will be borne by the purchasers. Packing charges will be valid for a financial year and the District Forest Officer, Sathyamangalam may revise them every year. The purchaser should provide required number of specific size gunny bags for the packing of sandalwood at his cost.

32. Collection of Administrative charges:—The purchaser shall also pay administrative charges at 0.25 per cent on the total tendered value of sandalwood in one lump sum at the time of submission of tender, as per condition 8(b) supra.

33. Tenderers / bidders are responsible to receive all communication:—All tenderers / bidders of tender *cum* auction sale shall, at the time of submitting tenders, furnish their specific postal address with Pin code No. Fax No., Telephone No. and E-Mail ID to which all communication can be sent. They should also enclose a copy of the Photo Identity Card issued by the Election Commission of India / PAN Card/ Family Ration Card/ Passport. The Department will not be responsible for the consequences, if any, if communication sent to the address given in the tender does not reach the tenderer / bidder or is returned unserved. The responsibility to receive promptly, all communications intended to any tenderer / bidder rests fully on the tenderer / bidder Himself / Herself.

34. Disqualification of tenders:—Canvassing of any type by or for the tenderer / bidder will result in invalidation of the tender and disqualification of the tenderer / bidder from participation in the sale for a period of one year besides initiating criminal action.

35. Provisions of Forest Acts:—The Tenderer / bidder shall at all times, be bound by the provisions of the Tamil Nadu Forest Act, 1882, Sandalwood possession rules, Sandalwood transit rules and other relevant Acts and Rules in dealing with the sandalwood purchased through this tender / bid.

36. Provisions of Sale of Goods Act, 1930 apply:—The provisions of Sale of Goods Act, 1930 as amended from time to time, shall apply to this tender on confirmation and the tenderer / bidder of tender *cum* auction sale shall abide by the provisions of the said Act. This sale is a local sale.

37. The person / firm in whose name the tender *cum* auction sale is confirmed is forbidden to resell the wood in turn or to make negotiations with any other person / firm for such a sale till all dues are paid to Government and wood taken delivery of and removed from the sandalwood depot premises.

38. **Courts having jurisdiction:**—Only the Competent Court, at Sathyamangalam in Erode District of Tamil Nadu will have the jurisdiction over all matters of dispute that may arise out of the aforesaid tender *cum* auction sale and no such matter shall be initiated in the courts of any other place.

39. **Cancellation / postponement of tender *cum* auction sale:**—It shall be open to the tender *cum* auction sale inviting Authority to cancel or postpone the invitation at any time before the date of acceptance of tender *cum* auction sale bid. If on account of unavoidable circumstances, the auction could not be conducted, another date will be given for conducting the auction. Such date will be informed well in advance. On account of such delayed auction, the Government will not be responsible for the payment of any interest on the EMD and any loss to the tenderer / bidder.

40. **Grading or classification of sandalwood:**—The grading or classification of sandalwood offered in the tender is given in the Annexure.

Any supplementary conditions that may be found necessary will be added and read out at the time of auction.

Further particulars can be had on application to the District Forest Officer, Sathyamangalam Division, Sathyamangalam, Tamil Nadu State.

CERTIFICATE

I / We certify that the above conditions have been read and understood by me / us and I / We abide by all conditions.

Date:

Signature of the Tenderer / bidder.

Place:

Annexure

LIST OF LOTS OF SANDALWOOD PUT UP FOR TENDER CUM AUCTION SALE ON 4-3-2011

<i>Sl.No.</i>	<i>Name of the Depot.</i>	<i>Room No.</i>	<i>Name of class.</i>	<i>Lot No.</i>	<i>No. of Billets.</i>	<i>Weight in metric tonnes.</i>
1.	Government Sandalwood Depot, Sathyaamngalam.	Double Lock Godown.	VII Root I class	1		3.000
2.			X Jajpokal I Class	2		2.000
			X Jajpokal I Class	3		2.000
			XI Jajpokal II Class	4		3.000
3.			XIII Cheria	5		0.500
4.			XIV Ainchilta	6		0.500
5.			XVI Milvachilta	7		4.000
6.			XVI Milvachilta	8		5.000
				TOTAL	..	<u>20.000</u>

P. JAGANNATHAN,
District Forest Officer (I/c).
Office of the District Forest Officer,
Sathyamangalam Division,

Sathyamangalam,
9th February 2011.