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Part VI—Section 1

Notifications of interest to the General Public
issued by Heads of Departments, Etc.

NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.

CONTENTS

	<i>Pages.</i>
GENERAL NOTIFICATIONS	
இந்திய புதைபொருள் சட்டம்—புதைபொருள் அறிவிப்புகள்	84
Tamil Nadu Town and Country Planning Act:	
Declaration of Multistoried Building Area for Construction of Residential Quarters at Kudankulam Nuclear Power Plant at Chettikulam Village, Tirunelveli District	85-86
Preparation of Master Plan for Polur Local Planning Authority	96
JUDICIAL NOTIFICATIONS	
Tamil Nadu Civil Courts Act:	
Draft Notification of Redefining the Jurisdiction of District Munsif Courts Vellore, Ambur and District Munsif-cum-Judicial Magistrate Court, Vaniyambadi. ..	86-87
Code of Criminal Procedure - Conferment of Powers	88-89
OFFICIAL ADVERTISEMENTS	
Tender-cum-Auction sale Notification for sale of the Stocks of Red Sanders Wood available with the Tamil Nadu Forest Department	89-95

NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.

GENERAL NOTIFICATIONS

புதைபொருள் அறிவிப்புகள்

(இந்திய புதைபொருள் சட்டம், 1878-ன் பிரிவு 5-ன்படி அறிவிப்பு)

(ந.க. எண் ஜி3/20358/2008.)

No.VI(1)/86/2011.

கரூர் மாவட்டம், கிருஷ்ணராயபுரம் வட்டம், ரெங்கநாதபுரம் வடக்கு கிராமம், அரசுப் புறம்போக்கு புல.எண் 1, காவிரி ஆற்றில், காவிரியுடன் அமராவதி ஆறு கூடும் இடத்தில், அரசு மணல் குவாரியில் 07-07-2008 அன்று பிற்பகல் சுமார் 1.00 மணியளவில் செப்பு திருமேனி நின்ற நிலையில் உள்ள சுவாமி சிலை (சிவன்) கண்டெடுக்கப்பட்டு கரூர் அரசு அருங்காட்சியகத்தில் வைக்கப்பட்டுள்ளது.

வ. எண்	புதைபொருள் விவரம்	எண்ணிக்கை	எடை	மதிப்பு ரூ. (5)	அருங்காட்சியக காப்பாட்சியாளர் குறிப்பு
(1)	(2)	(3)	(4)	(5)	(6)
1	செப்பு திருமேனி (நின்ற நிலையில் உள்ள சிவன் சிலை)	1	7.430 கி.கி.	4,458	நின்ற நிலையில் சிவன் சிலையானது 1 1/2 அடி உயரமுடையது. 7.430 கிலோ எடை உடையது. இத்திருமேனியில் இரும்புக் கலவை அதிகமாய் இருப்பதால் ஆங்காங்கே கருமையாக உள்ளது. தாமிரம், செம்பு போன்ற உலோகக்கலவை அதிகமாய் இருப்பதால் நீலநிறமாய் பாசில் (தாமிர சல்பைடு, தாமிர ஆக்ஸைடு) படிந்தது போல காணப்படும். மேலும் நுண்ணியகுழி போன்ற கரும்புள்ளிகள் ஏராளமாய் உள்ளன.

உலோக வேலைப்பாடு அமைப்பினைக் கொண்டும் இத்திருமேனியினை கி.பி. 15-ம் நூற்றாண்டு செப்புதிருமேனி எனலாம். தலையில் உள்ள ஐடாமகுடம், பிறைச்சந்திரன் போன்றவை மிகுந்த வேலைப்பாடுடன் தெளிவாய் உள்ளது. காதில் உள்ள ஆபரணமும், காதும் தெளிவாய் உள்ளது. தடிமனாகவும் உள்ளது. மூக்கு நுனி மிகவும் கூர்மையாக உள்ளது. கண்புருவம் மிகவும் தெளிவாய் உள்ளது. கழுத்தில் உள்ள ஆபரணங்கள், கையில் உள்ள ஆபரணம் மிகுந்த வேலைப்பாடுடன் உள்ளது. உடற்பகுதி ஆபரணமில்லாத பகுதிகள் மிகுந்த செயற்கை முறையில் மெருகூட்டப்பட்டுள்ளது. கையில் ஏந்தியுள்ள ஆயுதங்கள் மிகவும் கூர்மையாகவும், நகங்கள் கூர்மையாகவும் கையில் விரல்களுக்கு இடையே பிடித்துள்ளவை பார்வையாளர்களை நோக்கியவண்ணம் உள்ளது. கை, கால், நகங்கள் மெருகூட்டப்பட்டுள்ளது. இடுப்பு, தொடை, கால் ஆபரணங்கள் மிகவும் தடிமனாகவும் உள்ளது. கழுத்தின் பின்புறம் உள்ள ஸ்ரீசக்கரம் வட்டவடிவமாய் உள்ளது. ஆரங்கள் மிகவும் ஒன்றுக்கொன்று இணையாக உள்ளது. பின்புறம் உள்ள ஆபரணப் பகுதி வேலைப்பாடுகளுடனும், உடற்பகுதி மென்மையாக செயற்கை முறையில் மெருகூட்டப்பட்டுள்ளது. இவ்வாய்வினைக் கொண்டு இத்திருமேனி கி.பி. 15-ம் நூற்றாண்டைச் சேர்ந்தது என உறுதி செய்யப்படுகிறது.

மேற்கண்ட புதைபொருள் தொடர்பாக புதையல் மீது முழுவதுமாகவோ அல்லது பகுதியாகவோ உரிமை கோரும் அனைவரும் கரூர் மாவட்ட ஆட்சித்தலைவரின் நேர்முக உதவியாளர் (பொது) முன்பாக நேரிலோ அல்லது தன்னால் முறைப்படி நியமிக்கப்படுகின்ற பிரதிநிதி மூலமாகவோ ஆஜராகி உரிமை மேற்கொள்ள வாய்ப்பளிக்கப்படுகிறது. மேற்படி உரிமைகோரல் தொடர்பாக, கரூர் மாவட்ட ஆட்சித்தலைவரின் நேர்முக உதவியாளர் (பொது) முன்பாக 27-06-2011 அன்று திங்கள்கிழமை பகல் 12.00 மணிக்கு நேரில் விசாரணைக்கு ஆஜராகும்படி கேட்டுக்கொள்ளப்படுகிறது.

புதைபொருள் சட்டம் பிரிவு 9-ன்படி மேற்படி புதையல் தொடர்பாக உரிமை எவரும் கோரவில்லை என்றோ அல்லது கோரப்பட்ட உரிமை தக்க ஆதாரமின்மையால் நிராகரிக்கப்பட்டாலோ கண்டெடுக்கப்பட்ட புதைபொருள் உரிமையற்றது (ownerless) என முடிவு செய்து ஆணையிடப்படும்.

கரூர்,
2011 பிப்ரவரி 2.

ஜெ. உமாமஹேஸ்வரி,
மாவட்ட ஆட்சித்தலைவர்.

Declaration of Multistoried Building Area for Construction of Residential Quarters at Kudankulam Nuclear Power Plant at Chettikulam Village, Tirunelveli District.

(Roc No. 9985/2010/Special Cell.)

No.VI(1)/87/2011.

The land comprising in Survey Numbers 470, 475, 482pt, 483pt, 472, 472, 474, 522, 521, 520pt, 519pt, 474, 523, 524, 525, 518pt, 531pt, 532pt, 530pt, 529pt, 528pt, 527, 526, 84, 85, 82, 81, 544pt, 545pt, 546pt, 549pt, 547pt, 80, 77, 79, 76, 78, 72, 71, 69pt, 70, 68, 67, 66, 65, 61, 55, 64pt, 63pt, 52, 61pt, 60, 53, 59pt, 58pt, 56pt and 54pt of Chettikulam Village, Chettikulam Panchayat Radhapuram Taluk, Tirunelveli District to an extent of 455975.50 square metres is declared as Multistoried Building area for construction of Residential Quarters at Kudankulam Nuclear Power Plant up to 40m height as per Tamil Nadu Multistoried and Public Building Rules, 1973 and instructions thereof. In addition to that, it is also requested to ensure the compliance of the following conditions at the time of clearing the building plans.

Conditions:

1. The Multistoried building for Residential use should be constructed with the conditions that the building should satisfy the parameters of Floor Space Index, Plot Coverage etc., The applicant should obtain necessary clearance and No Objection Certificate (NOC) for the plans from the Authorities viz. Director of Town and Country Planning, Highways Department, Traffic Police Department, Fire Service Department, Chennai Regional Advisory Committee, Airport Authority, Microwave Authority, Tamil Nadu Pollution Control Board and the applicant should obtain EIA clearance from the Ministry of Environment and Forest Department, Government of India as per Central Government's latest notification and submit it to the authority concerned.

2. Multistoreyed Building should be earthquake resistive structure. The building shall be designed by the Registered Professional Structural Engineer who shall also sign in all the plans.

3. The Multi-storeyed Building should be designed based on NBC 2005 and an undertaking to this effect should be given by the developer to this office.

4. Ramp must be provided to lift room for the use of physically challenged persons.

5. Ramp ratio should be mentioned in the plan as 1:10.

6. Sufficient parking space should be provided near the entrance for physically challenged persons.

7. Suitable drainage facilities and sewage treatment plant should be provided within the complex.

8. Sufficient lifts must be provided as per Tamil Nadu Lifts Act and Rules 1997 and the building should satisfy all the Multistoreyed and Public Building Rules, 1973.

9. Fire Extinguishers should be provided wherever necessary and also no-objection certificate must be obtained from the Fire Service Authority.

10. Rain Water Harvesting must be provided as per the G.O. Ms. No. 138, MA&WS Department, dated 11th October 2002 and the arrangements should follow the contour of the site. Detailed Map should be produced.

11. Suitable arrangements should be made for tapping solar energy in the buildings, as per G.O. Ms. No. 112, MA & WS Department, dated 16th August 2002.

12. FSI and plot coverage should be adopted as per rules and regulations and instructions thereof applicable for Multistoried Building.

13. Height between each floor shall not be less than 3 m.

14. Open stair case for emergency escape should be provided in the building.

15. Expansion joints of 75 mm gap have to be provided in the building at 45 metres intervals.

16. No Objection Certificate from Highways and Rural Works Department about road widening, if any should be provided.

17. Necessary lightning arresters should be provided.

18. The adequacy of STP has also to be certified by an authority for recycling of waste water.

19. As the site abuts National Highways, a green strip of 10' width and a service road of 30' width has to be provided and shown in the drawing while applying for building plan approval.

20. The applicant should furnish the full detailed report about the water supply (both drinking and other purposes) and necessary undertakings to obtain water from the Government desalination plants to provide sufficient water supply to the consumers in the building without excessive extraction of more ground water in that area.

21. Affidavit regarding stability of the building which has to be duly signed by the Architect, owner and structural design engineer in a Rs.100/- stamp paper on the following norms.

Structural designs are made after conducting due soil test of the site as per National Building Code 2005 and amendments thereof so as to be safe against all natural calamities like earthquake etc. and the structure will be safe in all respects and we all are held responsible for the structural safety/stability

- (1) Signature of the applicant/owner
- (2) Signature of the Architect with seal and registration number
- (3) Signature of the Structural design engineer with seal and registration number

22. The applicant should submit a detailed report on the Rain Water Harvestings Arrangements based on the contour of the site with sketches and contour Map.

23. Culverts if necessary are to be constructed across the water channel by the applicant at his own expenses for which necessary NOC has to be obtained from the concerned department and produced while submitting building plans for approval.

Tirunelveli,
31st January 2011.

PANKAJ KUMAR BANSAL,
Director of Town and Country Planning.

JUDICIAL NOTIFICATIONS

Draft Notification of Redefining the Jurisdiction of District Munsif Courts Vellore, Ambur and District Munsif-cum-Judicial Magistrate Court, Vaniyambadi.

(Roc. No. 310-A/2010/G/Judn.)

No.VI(1)/88/2011.

In exercise of the powers conferred by Section 11 of the Tamil Nadu Civil Courts Act, 1873 (Central Act III of 1873) and in supersession of all the previous notifications on the subject, the High Court, Madras hereby fixes the local jurisdiction of the District Munsif Court, Vellore, District Munsif Court, Ambur and District Munsif-cum-Judicial Magistrate Court, Vaniyambadi specified in the table below with effect on from the date of publication of notification in the *Tamil Nadu Government Gazette*.

TABLE

<i>Sl. No.</i> (1)	<i>Name of the Court</i> (2)	<i>Name of the Taluk</i> (3)	<i>Name of the Firka</i> (4)
1	District Munsif Court, Vellore.	Vellore Taluk	1. Vellore Town 2. Sathuvachari 3. Kaniyambadi 4. Pennathur 5. Pallikonda 6. Aniacut 7. Odugathur (except the 18 revenue villages of newly formed Agaram Firka viz., 1. Agaram 2. Thollapalli 3. Agaraharam 4. Arjathi 5. Palampatti

<i>Sl. No. (1)</i>	<i>Name of the Court (2)</i>	<i>Name of the Taluk (3)</i>	<i>Name of the Firka (4)</i>
1	District Munsif Court, Vellore— <i>Cont.</i>	Vellore Taluk— <i>Cont.</i>	6. Guruvarajapalayam 7. Nadumipalayam 8. Arimalai 9. Kuppanpalayam 10. Chinnapallikuppam 11. Pakkam 12. Pakkampalayam 13. Melpallipattu 14. Tenpudupet 15. Asanambat 16. Kallaparai 17. Kuppampattu 18. Veppankuppam.)
2.	District Munsif Court, Ambur.	Ambur Taluk	1. Thuthipattu 2. Madanoor 3. Melsanankuppam 4. Ambur 5. Agaram (over the 18 revenue villages viz.,) 1. Agaram 2. Thollapalli 3. Agaraharam 4. Arjathi 5. Palampatti 6. Guruvarajapalayam 7. Nadumipalayam 8. Arimalai 9. Kuppanpalayam 10. Chinnapallikuppam 11. Pakkam 12. Pakkampalayam 13. Melpallipattu 14. Tenpudupet 15. Asanambat 16. Kallaparai 17. Kuppampattu 18. Veppankuppam
3.	District Munsif- <i>cum</i> - Judicial Magistrate Court, Vaniyambadi.	Vaniyambadi Taluk	1. Vaniyambadi 2. Ambaloor 3. Alangayam 4. Andiyappanoor.

Conferment of Powers*(Roc. No. 916/2011-B6.)*

No. VI(1)/89/2011.

No. 29/2011.—In exercise of the powers conferred by Section 13 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974), the High Court hereby appoints the following eight Deputy Tahsildars in Virudhunagar District, to be the Special Judicial Magistrates for a period of 120 days from the date of assumption of charge and confers upon them the ordinary powers conferrable under this Code on a Judicial Magistrate to try such cases which were earlier triable and dealt with by an erstwhile Judicial Second Class Magistrate in Virudhunagar District:—

<i>Sl.No. and Name</i> (1)	<i>Designation</i> (2)	<i>District</i> (3)	<i>Days</i> (4)
<i>Thiruvallur/Thirumathi—</i>			
1 R. Kumarikama	Deputy Tahsildar	Virudhunagar	120 days
2 R. Valli	Do.	Do.	Do.
3 R. Rangasamy	Do.	Do.	Do.
4 K.L. Sridhar	Do.	Do.	Do.
5 T.K. Ponraj	Do.	Do.	Do.
6 P. Ramanan	Do.	Do.	Do.
7 G. Kannan	Do.	Do.	Do.
8 A. Paulrathinaraj	Do.	Do.	Do.

(Roc. No. 1020/2011-B6.)

No. VI(1)/90/2011.

No. 30/2011.—In exercise of the powers conferred by Section 13 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974), the High Court hereby appoints the following eight Deputy Tahsildars in Erode and Tiruppur Districts, to be the Special Judicial Magistrates for a period of 120 days from the date of assumption of charge and confers upon them the ordinary powers conferrable under this Code on a Judicial Magistrate to try such cases which were earlier triable and dealt with by an erstwhile Judicial Second Class Magistrate in Erode and Tiruppur Districts:—

<i>Sl.No. and Name</i> (1)	<i>Designation</i> (2)	<i>District</i> (3)	<i>Days</i> (4)
<i>Thiruvallur/Thirumathi—</i>			
1 T.A. Vasantha Kokilam	Deputy Tahsildar	Erode	120 days
2 S. Shakunthala	Do.	Do.	Do.
3 R. Viswanathan	Do.	Do.	Do.
4 R. Nagarajan	Do.	Do.	Do.
5 M. Vasudevan	Do.	Do.	Do.
6 K.J. John Christopher	Do.	Do.	Do.
7 D.E. Dasan	Do.	Tiruppur	Do.
8 R. Devamanoharan	Do.	Do.	Do.

(Roc. No. 1093/2011-B6.)

No. VI(1)/91/2011.

No. 32/2011.—In exercise of the powers conferred by Section 13 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974), the High Court hereby appoints the following eight Deputy Tahsildars in Thoothukudi District, to be the Special Judicial Magistrates for a period of 120 days from the date of assumption of charge and confers upon them the ordinary powers conferrable under this Code on a Judicial Magistrate to try such cases which were earlier triable and dealt with by an erstwhile Judicial Second Class Magistrate in Thoothukudi District:—

<i>Sl.No. and Name</i>	<i>Designation</i>	<i>District</i>	<i>Days</i>
(1)	(2)	(3)	(4)
<i>Thiruvallur/Thirumathi—</i>			
1 M. Kumaresan	Deputy Tahsildar	Thoothukudi	120 days
2 D. Alwar	Do.	Do.	Do.
3 M. Madasamy	Do.	Do.	Do.
4 K. Sivagami	Do.	Do.	Do.
5 S. Jeyarani	Do.	Do.	Do.
6 P. Mohammed Ali Jinnah	Do.	Do.	Do.
7 S. Komu Ammal	Do.	Do.	Do.
8 K. Selvi	Do.	Do.	Do.

High Court, Madras,
4th February 2011.

S. VIMALA,
Registrar-General.

OFFICIAL ADVERTISEMENTS

Tender cum Auction Sale Notification for sale of the Stocks of Red Sanders Wood Available with the Tamil Nadu Forest Department.

(C.No. 26/11 S.)

No. VI(1)/92/2011.

Sealed Tenders are invited from the registered contractors / merchants of Tirupattur Forest Division for the purchase of Red sander wood from the Government Sandalwood Depot at Tirupattur for different classes of Red Sander wood (*vide* Annexure enclosed) by way of tender-cum auction sale to be conducted by the District Forest Officer, Tirupattur. Sealed tenders will be accepted in the office of the District Forest Office, Tirupattur upto 11.00 A.M. on 09-03-2011 and the received tenders will be opened immediately thereafter before tenderers, who are present, by the District Forest Officer, Tirupattur at Government Sandalwood Depot, Tirupattur, Tamil Nadu. The auction sale will be held at 12.00 Noon on 09-03-2011 by the District Forest Officer, Tirupattur at the same venue. If the date of tender cum auction happens to 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 entitled 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 Red sanders wood 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:—

SL. No.

CONDITIONS

1. **Tender form its cost and availability:**—(a) Tender schedule can be obtained from the Office of the District Forest Officer, Tirupattur Division, Tirupattur during office hours from 23-02-2011 to 08-03-2011 upto 17.30 hours (5.30 p.m.) on payment of Rs.3000/- (Rupees three thousand only) for each tender schedule plus VAT @ 12.5% for Tender value upto and including Rs.50.00 lakhs / on payment of Rs.15,000/- (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, Tirupattur Division payable at Tirupattur 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, Tirupattur 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 Red Sander Wood lots by purchasers:**—The intending tenderer / bidder is advised to inspect personally, the Red Sanders Wood Lots mentioned available in the Govt. Sandal Wood Sale Depot, Tirupattur shown in Annexure, on any working day between 02.00 p.m. and 5.00 p.m. from 23-02-11 to 08-03-11, 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:**—(a) Each page of the tender schedule should be signed by the Tenderer / bidder.
 - (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 the 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 dues 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 Red Sanders Wood to be tendered.**— The tenderer / bidder shall quote / offer rate per metric tone (MT) of Red Sanders Wood at which he desires to purchase the entire quantity of particular lot. The rate per MT 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 Red sanders will normally be offered for sale in lots of 1 MT 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.500/- (Rupees five 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 authorizing to bid on behalf of such other persons.
8. **Payment of Earnest Money Deposit (EMD) and sale amount.**—(a) An amount of Rs.1,00,000/ (Rupees one lakh only) has to be paid as Earnest Money Deposit (EMD) by Demand draft by the intending tenderer / bidder who desire to buy Red sanders wood. The amount (EMD) will be retained as security for the due fulfilment of the condition No. 21.
- (b) Each indenting tenderer / bidder should pay a sum of equivalent to 25% of the amount up to which he / she wishes to bid plus 0.25% towards administrative charges on the total tender sale value of red sanders wood along with the EMD in form of separate demand draft at the time of submission of tender.
- (c) No interest shall be payable on the Earnest Money Deposit.
- (d) The Earnest Money Deposit 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 shall be retained as Security Deposit for the due fulfilment of the tender conditions. The EMD paid by successful bidder shall be adjusted in the payment of 75% 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 fulfilment of conditions. In case of failure to fulfill any of the conditions, the EMD will be forfeited to Government.
9. **Presentation of Tender.**—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, Tirupattur Division, Tirupattur, Vellore District, Pin No.635 601, Tamil Nadu so as to reach him before 11.00 a.m. (11.00 hrs on 09-03-2011). The filled tender form should be sent along with separate Demand draft for each tender for EMD 25% of initial amount and 0.25% towards administrative charges in the sealed cover which should be superscribed as '*Tender for the purchase of Red sanders on 09-03-2011*'
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 / bidder desirous of withdrawing the tender can do so at least one hour before the time of opening of the tender cover on the following conditions:—
1. On opening the remaining tenders, there should be at least one valid tender complete in all respect available for consideration for that particular lot.
 2. The earnest money deposited by the tenderer / bidder shall be forfeited.
 3. Revocation of withdrawal of tender shall not be permitted.

- 12. Opening of Tender Schedule.**—Tenders schedule will be opened at 11.00 a.m. on 09.03.2011 by the District Forest Officer, Tirupattur Division, Tirupattur in the presence of the tenders / 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 Noon on 09-03-2011 by the District Forest Officer, Tirupattur, at the Government Sandalwood Sale Depot, Tirupattur. 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 Red sanders and also having accepted the condition of the sale notice.
- 15. Acceptance of Tender / Auction sale Bid.**— The Government of Tamil Nadu 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 Red sanders 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, Tirupattur Division, Tirupattur' shall be final.
- 19. Equal amounts.**—If equal rates per MT for the same lot are offered by more than one tenderer / bidder, and there is no bid in open auction for the particular lot the tender will be decided by the District forest Officer, by drawing lots, after the sale process in the presence of the tenderer / bidder, who choose to be present at the time of opening of the Tenders.
- 20. Withdrawal of lots / Modification of quantity.**—The District Forest Officer, Tirupattur Division, Tirupattur 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 the 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 EMD 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 75% 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, Tirupattur Division, Tirupattur 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 instalments 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, Tirupattur 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. Taxes to be paid (a) VAT & Other taxes.**— 1. 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 the provisions of the VAT Act 2005 and the Rules made there under, along with the payment of final instalment of the balance tender sale amount.
2. The tenderer / bidder shall get orders from the Deputy Commercial Tax Officer / Commercial Tax Officer, Tirupattur, and pay the Value Added Tax, as ordered by the Deputy Commercial Tax Officer / Commercial Tax Officer, Tirupattur. The Tenderer / bidder shall produce exemption certificate obtained from the Deputy Commercial Tax Officer / Commercial Tax Officer, Tirupattur, 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.**—1 Income Tax shall be paid by the purchaser, as per provisions of the Income Tax Act, 1961 and Rules made there under along with the balance 75% of tender amount.
2. 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.
- (c) **Other Taxes and Surcharge.**—All other taxes, surcharge etc., payable as applicable has to be paid along with the balance 75% sale amount.
- 23. Date of receipt of confirmation order.**— (a) Where the tender / 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, Tirupattur 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 instalments.
- I. If Demand Draft is handed over to the District Forest Officer, Tirupattur 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, Tirupattur Division, Tirupattur.
- 24. 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 22 above, the tender cum auction 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, Tirupattur Division, Tirupattur' to the Government.
- 25. 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 / bidder 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, Tirupattur, 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, Tirupathur supported by bank remittance in token for payment. No delivery will be made on holidays.
- (d) The weight of each lot is indicated in the Annexure. Dryage in weight, resulting in shortage of weight at the time delivery upto 5% of the notified weight shall be ignored and no representation in this regard shall be entertained. If shortage in weight of the lot is found to be more that 5% of the notified weight in the annexure, the same shall be brought to the notice of the Conservator of Forests, Vellore who shall check the weight to settle the discrepancy not exceeding 95% of the notified weight of the concerned lot.
- 26. 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 signature of the agents 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.

27. **Conversion of delivered wood at Depot site not allowed.**—No further cleaning or classification of Red sanders wood 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. The successful Tenderer / bidder shall not be allowed to convert the material in any fashion in the Depot premises. Violation of this condition will be dealt in accordance with the relevant Acts and Rules.
28. **Transport of wood to be done under proper permit.**—The Tenderer / bidder 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.
29. **Deemed acceptance of terms and conditions.**—The fact of submitting a Tender is deemed to be un-reserved acceptance of the terms and conditions of Tender *cum* auction sale.
30. **Tenderers / bidders are responsible to receive all communication.**—All tenderer / bidders of tender cum auction sale shall, at the time of submitting tenders, furnish their specific postal address with Pin Code Nos., Fax No., Telephone No., and E-mail ID to which all communications 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.
31. **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.
32. **Collection of Delivery charges.**—The purchaser shall bear the cost of taking delivery of Red Sanders Wood 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 persons will be allowed to enter the depot premises. Delivery charges per tonne will be fixed by the District Forest Officer, Tirupattur and will be announced at the time of sale. Delivery charges will be valid for a financial year and the District Forest Officer, Tirupattur may revise them every year.
33. **Collection of packing charges.**—Packing charges per tonne will be fixed by the District Forest Officer, Tirupattur 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, Tirupattur may revise them every year. The purchaser should provide required number of specific size gunny bags for the packing of Red sanders at his cost.
34. **Collection of Administrative charges.**—The purchaser shall also pay administrative charges at 0.25 percent on the total tendered value of Red sanders in one lump sum at the time of submission of tender as per tender, condition No. 8(b) supra.
35. **Provisions of Forest Acts.**—The Tenderer / bidder shall at all times, be bound by the provisions of Tamil Nadu Forest Act 1882 and other relevant Acts and Rules in dealing with the red sanders wood purchased through this tender / bid.
36. **Provision of sale of Goods Act, 1930 Apply.**—The provisions of the 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 Red Sanders depot premises.
38. **Courts having jurisdiction.**—Only the competent Court, at Tirupattur in Vellore 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 Red Sanders Wood.— The grading or classification of Red sanders logs offered in the tender shall be as mentioned below:—

GENERAL STANDARDS

Logs dressed nearly up to heart wood

Length of the log 75 cm and above

Top end girth of the log 36 cm and above

Logs straight or nearly straight

GRADES:-

“A” Grade “(EXCELLENT WAVY GRAIN)”

1. Short and deep wavy grains prominently visible
2. Generally the surface of the logs gives ripple reflection.
3. Logs are sound with no defects.

“B” GRADE “(GOOD WAVY GRAIN)”

Medium long and medium deep wavy grain clearly visible.

Semi sound “A” grade logs with a few defects

Logs sound or semi –sound with some (or) not defects

“A” grade logs with bends more than 10%

“C” GRADE “(POOR OR SHALLOW WAVY OR STRAIGHT GRAINS)”

1. Long and shallow wavy grain or straight grain
2. Logs sound or semi sound with some or no defects
3. Un-sound but utilizable “A” grade logs with many defects
4. Un-sound but utilizable “B” grade logs with a few more defects
5. “B” grade logs with bends more than 10%

NON-GRADE:—Un-utilizable logs of all the grades

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, Tirupattur Division, Tirupattur, 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.

Signature of the Tenderer / Bidder

Tirupattur,
14th February 2011.

R. PADMAWATHE,
District Forest Officer,
Tirupattur Division.

LATE NOTIFICATIONS:**NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.****GENERAL NOTIFICATIONS****Preparation of Master Plan Under Section 26 of Tamil Nadu Town and Country Planning Act, 1971
(Tamil Nadu Act 35 of 1972) for Polur Local Planning Authority.**

(ந.க. எண் 46/2011/அ2.)

FORM No. 1

[Under rule 7 of the Master Plan (Preparation, Publication and sanction) Rules.]

No.VI(1)/93/2011.

1. The Master Plan prepared by the Polur Local Planning Authority for the Polur Local Planning Area is consented in G.O.No. 214, Housing and Urban Development Department, dated 14th October 2008, under section 24(2) of Tamil Nadu Town and Country Planning Act 1971 (Tamil Nadu Act 35 of 1972) is hereby published.

2. The Master Plan together with all enclosures may be inspected free of cost during office hours at the Offices of the Local Planning Authority. Copies of the plan are also available at the office of Local Planning Authority.

3. Any person affected by the Master Plan may before communicate in writing or represent in person to the Chairman of the Local Planning Authority any objection or suggestion relating thereto.

Polur,
25th January 2011.

நா. பழனி,
Member-Secretary,
Polur Local Planning Authority.