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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.

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NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.

GENERAL NOTIFICATIONS

போடிநாயக்கனூர் உள்ளூர் திட்டக்குழுவும் முழுமைத்திட்டம் தயாரித்தல் மற்றும் அங்கீகரித்தல் விதி 15-ன்கீழ் கொடுக்கப்படும் அறிவிக்கை.

(ந.க.எண் 7463/2010/எப்1.)

No.VI(1)/106/2012.

போடிநாயக்கனூர் உள்ளூர் திட்டக்குழுவும் பகுதி நகரளவு எண்கள் 238, 239/பி, 240/1பி, 240/2, 241/2, 242/1பி, 242/2, 243/1பி, 243/2பி, 245/1 மற்றும் 245/2டி-ல் உள்ள 19.76 ஏக்கர் பரப்பளவுள்ள நிலத்தினை விவசாய பயன்பாட்டிலிருந்து கலப்பு குடியிருப்பு பயன்பாட்டிற்கு நிலப்பயன் மாற்றம் செய்து அரசாணை (2டி) எண் 147, வீட்டு வசதி மற்றும் நகர்ப்புற வளர்ச்சித் துறை, நாள் 01-12-2011-ம் தேதியில் ஆணையிடப்பட்டுள்ளது. மேற்படி நிலப்பயன் மாற்றம் குறித்து ஆலோசனைகள் மற்றும் ஆட்சேபனைகள் ஏதேனும் இருந்தால் இவ்வறிவிப்பு வெளியான நாளிலிருந்து 30 நாட்களுக்குள் நேரடியாகவோ அல்லது எழுத்து மூலமாகவோ நகராட்சி ஆணையருக்கு தெரிவிக்கலாம் என அறிவிக்கப்படுகிறது.

போடிநாயக்கனூர்,
2012 பிப்ரவரி 23.

ஆர். திருமலைவாசன்,
பொறியாளர் மற்றும் ஆணையாளர்(பொ.),
போடிநாயக்கனூர் நகராட்சி.

Variations to the Second Master Plan for Chennai Metropolitan Area.

(Letter No. R1/16513/2010.)

No.VI(1)/107/2012.

In exercise of the powers delegated by the Government of Tamil Nadu G.O.Ms. No. 419, Housing and Urban Development Department, dated 1st June 1984 Under Section 91(1) of the Tamil Nadu Town and Country Planning Act, 1971 the Member-Secretary, Chennai Metropolitan Development Authority hereby makes the following variation under sub-section (4) of Section 32 of the Tamil Nadu Town and Country Planning Act, 1971 (Tamil Nadu Act 35 of 1972) to the Second Master Plan for Chennai Metropolitan Area 2026 approved in G.O.(Ms.) No. 190, Housing and Urban Development (UD I) Department, dated 02-09-2008 and published as per G.O.(Ms.) No. 191, Housing and Urban Development (UD I) Department, dated 02-09-2008, as Housing and Urban Development Department Notification in No. 266 Part II—Section 2 of the *Tamil Nadu Government Gazette*, dated the 2nd September 2008.

VARIATIONS

In the said Second Master Plan in Development Regulations, in Regulation No.12(2) the following shall be added:-

(2) The expression "Map P.P. D/M.P.II (V) No.14/2012" to be read with "Map No. MP-II/CMA(VP)191/2008 and MP-II/CMA(TP)25/2008.

EXPLANATORY NOTE

(This is not part of variation. It intends to bring out the purport)

S.Nos.170/2 and 170/3C of Nandambakkam Village, Nandambakkam Town Panchayat and S.No.1/3B3 of Manapakkam Village, Kundrathur Panchayat Union, Sriperumbudur Taluk, Kancheepuram District classified as "Water Body Use Zone" is now reclassified as "Mixed Residential Use Zone" as per this notification.

Chennai-600 002,
29th March 2012.

R. VENKATESAN,
Member-Secretary,
Chennai Metropolitan Development Authority.

JUDICIAL NOTIFICATIONS

RE-DESIGNATION OF COURTS AT TIRUCHENDUR IN THOOTHUKKUDI DISTRICT.

(Roc.No.2895/2000/G/Judn.)

No.VI(1)/108/2012.

(a) Whereas the Government of Tamil Nadu have issued orders in G.O. Ms. No. 478, Home (Cts.III) Department, dated 29-8-2011 that a separate District Munsif Court be constituted at Tiruchendur by converting the existing Principal District Munsif-cum-Judicial Magistrate Court, Tiruchendur, and the said court may be re-designated as District Munsif Court, Tiruchendur.

(b) The Government of Tamil Nadu have issued orders in G.O. (4D) No. 12, Home (Cts.II) Department, dated 24-1-2012 that a separate Judicial Magistrate Court be constituted at Tiruchendur by converting the existing Additional District Munsif Court, Tiruchendur and the said court may be re-designated as Judicial Magistrate Court, Tiruchendur.

Hence, it is hereby informed that on and from the date on which the District Munsif Court, Tiruchendur and the Judicial Magistrate Court, Tiruchendur are constituted, the existing Principal District Munsif-cum-Judicial Magistrate Court, Tiruchendur shall be re-designated as District Munsif Court, Tiruchendur and the existing Additional District Munsif Court, Tiruchendur shall be re-designated as Judicial Magistrate Court, Tiruchendur.

High Court, Madras,
26th March 2012.

G. CHOCKALINGAM,
Registrar General.

Conferment of Powers.

(Roc.No.1878/2012-B6.)

No.VI(1)/109/2012.

No. 40/2012.—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 8 Deputy Tahsildars each in Kancheepuram and Cuddalore District to be the Special Judicial Magistrate for a period of 120 days from the date of assumption of charge and confers upon him 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.

<i>Sl No. and Name.</i>	<i>Designation.</i>	<i>Districts.</i>	<i>Days.</i>
(1)	(2)	(3)	(4)
<i>Thiruvallur/Thirumathi</i>			
1 A.K. Kalaiselvi	Deputy Tahsildar	Kancheepuram	120 Days
2 R. Desikumar	Do.	Do.	Do.
3 T. Ramanujam	Do.	Do.	Do.
4 T.G.Gothaman	Do.	Do.	Do.
5 J. Navarathinam	Do.	Do.	Do.
6 C.V. Aruna	Do.	Do.	Do.
7 M. Mathialagan	Do.	Do.	Do.
8 M. Ranganathan	Do.	Do.	Do.
9 V. Raja	Do.	Cuddalore	Do.
10 P. Velu	Do.	Do.	Do.

<i>Sl No. and Name.</i>	<i>Designation.</i>	<i>Districts.</i>	<i>Days.</i>
(1)	(2)	(3)	(4)
<i>Thiruvallur/Thirumathi</i>			
11 M. Dasarathan	Deputy Tahsildar	Cuddalore	120 Days
12 R. Chellathangam	Do.	Do.	Do.
13 R. Balakrishnan	Do.	Do.	Do.
14 G. Saraswathi	Do.	Do.	Do.
15 D. Jeyannathan	Do.	Do.	Do.
16 S. Ramalingam	Do.	Do.	Do.

High Court, Madras,
26th March 2012.

G. CHOCKALINGAM,
Registrar General.

OFFICIAL ADVERTISEMENTS

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

(C. No. 26/11S)

No. VI(1)/110/2012.

Sealed tenders are invited from intending purchasers of Red Sanders wood, on "as is where is basis without any segregation of logs in the notified Lots." Details of Red Sanders wood available with the Government Sandal wood sale Depot, at Tirupattur in Vellore District of Tamil Nadu is appended in the Annexure to the Tender. The sale through tender is governed by the following conditions and the provisions of Tamil Nadu Transparency of Tenders Act, 1998 and Rules 2000:—

The tentative stock of 400 MTs of various grades of Red Sanders wood available in Government Sandalwood Sale Depot, at Tirupattur, located at Government Sandalwood Sale Depot, Government Gardens, Tirupattur-635 601, Vellore District in Tamil Nadu State is as follows:—

<i>Name of Circle.</i>	<i>Location of Depot.</i>	<i>Grade</i>	<i>Quantity available in M.T.</i>			
			<i>Lot size</i>	<i>Lot No.</i>	<i>Total quantity</i>	<i>Tender schedule amount</i>
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Vellore	Tirupattur	C Grade	5.000	1-5	25.000	3000/Lot
		Non grade	5.000	6-80	375.000	3000/Lot
		Total		..	400.000	

CONDITIONS

1. Tender form its cost and availability:

Printed Tender Forms can be had from the Office of the District Forest Officer, Tirupattur Division, Tirupattur intending bidders should remit Tender schedule cost mentioned separately for each lot along with VAT @ Rs.14.50%. The payment may be made through the Bank Draft in favour of the District Forest Officer, Tirupattur Division, Tirupattur Payable by any Nationalised Bank at Tirupattur or on payment in cash in person on any working day during office hours.

The cost of Tender Forms and VAT Tax is not refundable under any circumstances. The tender conditions can also be freely downloaded from the websites at www.forests.tn.nic.in and also from the tenders portal of Govt. of Tamil Nadu at www.tenderstn.gov.in and used for submission. The tender schedule downloaded from the website must be accompanied with the prescribed tender cost plus VAT @ 14.5 % as mentioned above.

(b) One tender schedule can be used for offering rate of one lot.

(c) Only intending tenders/ bidder who have registered their names with the District Forest Officer, Tirupattur Division after paying the prescribed fee will be permitted to participate in the tender-cum-auction sale.

(d) 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-cum-bidder are advised to inspect personally, the Red Sanders Wood Lots available in the Govt. Sandal wood sale Depot shown in Annexure, on any working day between 11.00 a.m. & 5.00 p.m. from 16-04-2012 to 24-04-2012, before submitting the Tender and satisfy themselves.

3. Presentation of more than one tender:

Only one tender should ordinarily be submitted by a person or a party for any particular lot. However, the case of submission of two or more tenders with different amounts for any 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 form should be signed by the Tenderer-cum-bidder.

(b) The person / agent signing the tender shall state in what capacity he / she or they, 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 conditions 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 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 for being 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.

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 black listed, 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-*cum*-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 amounts given in figures and that given in words in any tender, the higher of the two will be taken as the tendered amount.

7. Tender form improperly filled in:

Tender not properly filled in or signed will not be considered.

(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 the sale may offer even smaller lots as per demand or availability. Bids will be per tone of each class of wood. Bid amount shall be in multiple of Rs.500/- (Rupees five hundred) per tone 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. Earnest Money Deposit (EMD):

(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-*cum*-bidder who desire to buy Red sanders wood. The amount (EMD) will be retained as security for the due fulfillment of the condition No. 21.

(b) Each indenting tenderer-*cum*-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-*cum*-bidder the "Earnest Money Deposit shall be retained as Security Deposit for the due fulfillment of the tender conditions. The EMD paid by successful bidder shall be adjusted in the payment of 75 per cent 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 cum 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 Tender:

Tenders complete in all respects shall be put in an envelope given along with 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 12.00 Noon (12.00 hrs on 24-04-2012). 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 super scribed as '*Tender for the purchase of Red sanders on 25-04-2012*' .

10. Invalid Tenders:

Conditional tenders or tenders sent by Telegram or tenders sent otherwise that as laid down herein shall be treated as invalid and will not be considered.

11. Withdrawal of Tenders:

Any Tenderer-*cum*-bidder desirous of withdrawing the tender can do so atleast one hour before the time of opening of the covers of the tenders on the following conditions:—

1. On opening the remaining tenders, there should be at least one valid tender complete in all respects available for consideration for that particular lot.
2. The earnest money deposited by the tenderer-*cum*-bidder vide condition 10(a) above shall be forfeited; and
3. Revocation of withdrawal shall not be permitted.

12. Opening of Tenders:

Tenders will be opened at 2.00 p.m. on 25-04-2012 by the District Forest Officer, Tirupattur Division, Tirupattur in the presence of the tender / bidder, who choose to be present at the time of opening of the tender.

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 25-04-2012 by the District Forest Officer, Tirupattur, at the Government Sandalwood Sale Depot, Tirupattur. The sale will be knocked down in the name of the highest bidder. The highest tender amount or the highest bid amount in the auction sale or lot, which ever is higher, shall be taken as the 'highest bid' for that lot. The highest bidder is the successful tenderer-*cum*-bidder.

(b) The Company or Corporation which proposes to bid in the auction should be 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. 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 therefore and the decision shall be final.

14. Successful bidder in the tender-*cum*-auction sale:

Successful tenderer-*cum*-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 of such signature will be held as an acceptance on his/ her part or his/per 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, which reserves to him 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 provide 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, the tender to be considered will be decided by the District Forest Officer, by drawing lots, immediately after opening of tender in the presence of the tenderers, who choose to be present at the time of opening of the Tenders.

20. Withdrawal of lots:

The District Forest Officer, Tirupattur Division, Tirupattur who is receiving the tender/auction sale may withdraw any Lot or Lots or part of the lots from the Sale, without assigning any reasons.

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-cum-bidder/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.

(c) Value Added Tax, as applicable, as per condition No.18 shall be paid along with the ¼th sale amount (1st instalment) by the buyer Income Tax and other taxes imposed, if any, applicable at the time, as per Condition No.18 shall be paid by the tenderer-cum-bidder with the balance ¾th tendered amount.

(d) No part payment of instalments is acceptable. In case the due date for payment of ¼th or ¾th tendered amount etc., falls on a Public Holiday / Non Banking day, payment shall be made on the next working day respectively.

22. Taxes to be paid:**(a) VAT & Other taxes:**

Value Added Tax (Previously Sales tax) 14.5% or at the rates in force on that date and other taxes if any, levied by the Government, shall be paid by the tenderer-cum-bidder as per the provisions of the VAT Act 2005 and the Rules made there under, along with the payment of 1st instalment i.e., 1/4th of the tendered amount to be paid as provided in condition No.17

The tenderer-cum-bidder shall get orders from the Deputy Commercial Tax Officer / Commercial Tax Officer, Tirupattur, and pay the Value Added Tax, as ordered by the Commercial Tax Officer, Tirupattur. The Tenderer-cum-bidder shall produce exemption certificate obtained from the Deputy Commercial Tax Officer / Commercial Tax Officer, Tirupattur, if the Tenderer-cum-bidder claims any exemption of payment of Taxes. In case of non-production of such exemption letter, tenderer-cum-bidder must pay full tax amount. The Tenderer-cum-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 provisions of the Income Tax Act, 1961 and Rules made there under along with the balance ¾th of tendered amount.

(ii) The Tenderer-cum-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 3/4th 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 instalments 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 sale:

In the event of failure to fulfill any of the conditions prescribed in Condition No. 21 and 22 above, the tender sale shall be deemed to have been cancelled and all the amount paid by the successful Tenderer-cum-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-cum-bidder at the depot site after completion of all the payments and formalities mentioned in the Notification.

(b) 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 than 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.

(c) The sold wood shall be taken delivery by the tenderer-cum-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.500/- 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.

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. Conversions of delivered wood at Depot site not allowed:

The successful Tenderer-cum-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-cum-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 complete and un-reserved acceptance of the terms and conditions of Tender.

30. Tenderers are responsible to receive all communication:

All tenderers 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 nay, if communication sent to the address given in the Tender does not reach the Tenderer-cum-bidder or is returned unserved. The responsibility to receive promptly, all communications intended to any Tenderer-cum-bidder rests fully on the Tenderer-cum-bidder-cum-bidder himself / herself.

31. Disqualification of Tenders cum Auction sale:

Canvassing of any type by or for the tenderer cum bidder will result in invalidation of the tender and disqualification of the tenderer cum bidder from participation in the sale for a period of one year besides any other criminal liability.

32. Deemed cancellation of Tender-cum-Auction sale:

In the event of failure to fulfill any of the conditions prescribed above, the tender-cum-auction sale shall be deemed to have 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.

33. 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 of the Ranger as the case may be will supply the required labour for taking delivery of the wood. Not 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.

34. 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.

35. Collection of Administrative charges:

The purchaser shall also pay administrative charges at 0.25 per cent 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.

36. Provisions of Forest Acts and Rules Apply:

The Tenderer-cum-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.

37. 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-cum-bidder shall abide by the provisions of the said Act. This sale is a local sale.

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 sale and no such matter shall be initiated in the courts of any other place.

39. Cancellation / postponement of tender invitation:

It shall be open to the tender inviting Authority to cancel or postpone the tender invitation at any time before the date of acceptance of tender.

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.

Shamosin, Head and Reeper:—

Sawn and ready to use musical instrument classes.

Roots:—

Roots of red sanders tree.

Butt ends, Chips and saw dust:

Bye products obtained during cleaning and dressing.

ANNEXURE

Name of Circle.	Location of Depot.	Grade	Quantity available in M.T.			
			Lot size	Lot No.	Total quantity	Tender schedule amount
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Vellore	Tirupattur	C Grade	5.000	1-5	25.000	3000/ 15000 Lot
		Non grade	5.000	6-80	375.000	3000/ 15000 Lot
		Total		..	400.000	

Tirupattur,
19th March 2012.

H. RAJA MOHAN,
District Forest Officer (In-charge),
Tirupattur Division.