



TAMIL NADU GOVERNMENT GAZETTE

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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

Confirmation of Variation to the Sanctioned Tiruppur Detailed Development Plan No. 20 of Tiruppur Local Planning Area.

(Roc. No. 6748/2010 DP2)

No. VI(1)/203/2012.

In exercise of the powers conferred under Section 33 (2) of Town and Country Planning Act 1971, the Commissioner of Town and Country Planning Chennai hereby confirms the following conversion of Controlled Industries use into Residential use in T.S. No. 17/7B (Old S.No. 132pt, 137pt.) Ward B, Block-3 of Tiruppur Corporation is sanctioned Tiruppur Detailed Development Plan No. 20, of Tiruppur Local Planning Area. the Draft individual variation was approved by the Director of Town and Country Planning in Proceedings Roc. No. 6748/10 DP2, dated 2nd January 2011 and published in *Tamil Nadu Government Gazette* No. 5 Part VI—Section 1, Page No. 57, publication No. VI(1)/55/11, dated 9th February 2011.

Since no objections and suggestions have been received on this notification within the stipulated time the same are hereby confirmed and ordered as below:—

CONFIRMATION OF VARIATION

1. The Tiruppur Detailed Development Plan No. 20 of Tiruppur Local Planning Area, approved by the Director of Town and Country Planning in Proceedings Roc. No. 7382/1990/DP2, dated 30th April 1991 is varied.

2. The plan thus varied is numbered as Map No. 5 DDP(V)/DTCP No. 01/2011.

3. In Schedule IX, Form No.7, existing entries make after the variation is to be rewritten as follows due to revelent of T.S.Nos.—

<i>Sl. No.</i>	<i>Locality</i>	<i>Reference to Marking/ Colouring on the Map.</i>	<i>Approximate Area.</i>	<i>Purpose for which area is to be deserved.</i>	<i>Present use.</i>	<i>Remarks.</i>
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>	<i>(6)</i>	<i>(7)</i>
1.	Land bounded on north by D2D2 road pt, 133pt, 135/1, east by DDP boundary, south by D4D4 road pt and west by S.F. No. 136/1pt, 135/2pt, Bearing 132pt, 133pt, 135/1pt, 135/2pt, 136/1pt and 137/1pt.	Violet Hatching	15 Acres 14680 Sq.ft.	Controlled Industry	Dry Land	To be Developed by the owners.

4. The above variation is to be included while submitting the Detailed Development Plan for comprehensive variation under Section 33(1) of Town and Country Planning Act 1971. The above variation is made enforceable from the date of publication of this notification in the *Tamil Nadu Government Gazette*.

Chennai-600 002,
4th June 2012.

A. KARTHIK,
Commissioner of Town and Country Planning.

Variations to the Master Plan for the Coimbatore Local Planning Area.

(Roc. No. 6369/2010/LPA-2)

No. VI(1)/204/2012.

In exercise of the powers conferred by sub-section (4) of Section 32 of the Tamil Nadu Town and Country Planning Act, 1971 (Tamil Nadu Act 35 of 1972) and in exercise of powers conferred by the G.O. Ms. No. 94, Housing and Urban Development (UD4(1) Department, dated 12th June 2009 which has been published in the *Tamil Nadu Government Gazette* No. 27, Part II—Section 2, page No. 228, dated 15th July 2009, the following variations are made to the Master Plan for the Coimbatore Local Planning Area approved under the said Act and published in the Housing and Urban Development Department Notification No. II(2)/HOU/4377/94 at page 1078 of Part II—Section 2 of the *Tamil Nadu Government Gazette*, dated the 9th November 1994.

VARIATIONS

In the said Master Plan, in the "LAND USE SCHEDULE" under the heading "Corporation Area Coimbatore Municipal Town under the sub-heading No. 54. SINGANALLUR VILLAGE, SINGANALLUR DETAILED DEVELOPMENT PLAN No. 41."

(a) Against the entry "AGRICULTURAL" for the expression (i) 627 shall be omitted, (ii) for the expression 628pt, 630/1pt, the expression 628pt (except 628pt), 630/1pt (except 630/1pt) shall be substituted.

(b) Against the entry "MIXED RESIDENTIAL" (i) the expression "627" shall be added before the entry 628pt (ii) for the expression 628pt (except 628pt), 630/1pt (except 630/1pt) shall be substituted.

Coimbatore,
27th June 2012.

G. ESWARAN,
Member-Secretary (In-charge),
Coimbatore Local Planning Authority.

JUDICIAL NOTIFICATIONS

Conferment of Powers

(Roc. No. 5429/2012/B6)

No. VI(1)/205/2012.

No. 97 of 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 24 Deputy Tahsildars, 8 each in Krishnagiri, Tiruvallur, Dharmapuri and 5 Deputy Tahsildar in kanniyakumari District to be the Special Judicial Magistrate 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.

<i>Sl.No. and Name</i> (1)	<i>Designation</i> (2)	<i>District</i> (3)	<i>Days.</i> (4)
<i>Thiruvallur/Thirumathi—</i>			
1. A.R. Nagarajan	Deputy Tahsildar	Krishnagiri	120 days
2. P. Esthar	Do.	Do.	Do.
3. P. Vijayaraghavan	Do.	Do.	Do.
4. R. Lakshmi	Do.	Do.	Do.
5. J. jayakumar	Do.	Do.	Do.
6. K. Amudhan	Do.	Do.	Do.
7. P.K. Govindan	Do.	Do.	Do.
8. A. Ziyauulla	Do.	Do.	Do.
9. K. Gajendiran	Do.	Tiruvallur	Do.
10. N. Usha	Do.	Do.	Do.
11. M. Duraiswamy	Do.	Do.	Do.
12. N. Pushnadevi	Do.	Do.	Do.
13. S. Rajakumar	Do.	Do.	Do.

14.	P. Christudoss	Deputy Tahsildar	Tiruvallur	120 days
15.	B. Ruby Nalini	Do.	Do.	Do.
16.	S. Gandeepan	Do.	Do.	Do.
17.	S. Vairamani	Do.	Dharmapuri	Do.
18.	A. Radhakrishnan	Do.	Do.	Do.
19.	S. Prbakaran	Do.	Do.	Do.
20.	G. Anburasu	Do.	Do.	Do.
21.	M. Palaniammal	Do.	Do.	Do.
22.	M. Kannan	Do.	Do.	Do.
23.	C. Revathi	Do.	Do.	Do.
24.	V. Rajasekaran	Do.	Do.	Do.
25.	I. Valliammal	Do.	Kanniyakumari	Do.
26.	P. Saradhamani	Do.	Do.	Do.
27.	K.P. Joy Saroja	Do.	Do.	Do.
28.	M. Ignatius Xavier	Do.	Do.	Do.
29.	M. Rethinam	Do.	Do.	Do.

High Court, Madras,
13th June 2012.

G. CHOCKALINGAM,
Registrar General.

Erratum

(Roc. No. 5331/2012/B6)

The following Erratum is issued to the Judicial Notification No. VI(1)/202/2012 published at page No. 186 of Part VI—Sectin 1 of the Tamil Nadu Government Gazette, dated 27th June 2012.

The High Court in the Notification in No. 95/2012, dated 8th June 2012 has conferred Magisterial Powers to 12 Probationary Deputy Collectors of direct recruitment for the year 2008-2009 and 2009-2010 to be Special Magistrates in exercise of powers under Section 13 of code of Criminal Procedure 1973 (Central Act 2 of 1974). But the period for which they have to undergo training is inadvertently omitted.

The High Court hereby confirms that 12 Probationary Deputy Collectors shall undergo the Magisterial Training under Section 13 of Criminal Procedure code 1973 (Central Act 2 of 1974) for a period of **180 days** on part time basis.

High Court, Madras,
15th June 2012.

G. CHOCKALINGAM,
Registrar General.

OFFICIAL ADVERTISEMENTS

NOTIFICATION FOR "OPEN TENDER CUM AUCTION" SALE OF RED SANDERS WOOD AVAILABLE WITH THE TAMIL NADU FOREST DEPARTMENT

(C.No. 26 / 11 S)

No. VI(1)/206/2012.

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 Sandalwood 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 330 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:

Name of Circle	Location of Depot	Grade	Quantity available in M.T.		
			Lot size	Lot No.	Total quantity
Vellore	Tirupattur	C Grade	2.000	1	2.000
			3.000	2	3.000
		Non grade	5.000	3-67	325.000
Total ..					330.000

CONDITIONS

1. Tender form its cost and availability:—

(a) Printed Tender Forms can be had from the Office of the District Forest Officer, Tirupattur Division, Tirupattur. The 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 at 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 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.

(b) 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.

(c) The cost of Tender schedule + VAT as given in condition 2 is not refundable under any circumstances.

(d) According to the Tamil Nadu Transparency in Tender Rules 2000, Rule 31, to assess the financial capabilities of the tenderer / bidder a demand draft of Rs.6.00 lakhs has to be attached for every 5 lots along with the Tender as a pre qualification procedure. This amount will be refunded for the unsuccessful bidders and with regard to the successful bidders this will be adjusted towards the balance 75% of the sale amount.

2. Sale of tender forms for multiple lots:—

The following procedure will be adopted for sale of tender schedules who wishes to apply for more than one lot. The rate for tender schedule is as follows.—

S No.	Lot Size	Amount of Schedule in Rs.
(1)	(2)	(3)
1	Upto 5 lots	3,000+VAT
2	From 6 lots to 10 Lots 6-10	6000+VAT
3	From 11 lot to 15 Lots 11-15	9000+VAT
4	From 16 lots to 20 Lots 16-20	12000+VAT
5	From 21 lot to 25 Lots 21-25	15000+VAT
6	From 26 lots to 30 Lots 26-30	18000+VAT
7	From 31 lot to 35 Lots 31-35	21000+VAT
8	From 36 lots to 40 Lots 36-40	24000+VAT
9	From 41 lot to 45 Lots 41-45	27000+VAT
10	From 46 lots to 50 Lots 46-50	30000+VAT
11	From 51 lot to 55 Lots 51-55	33000+VAT
12	From 56 lots to 60 Lots 56-60	36000+VAT
13	From 61 lots to 65 Lots 61-65	39000+VAT
14	From 66 & 67 Lots	42000+VAT

3. Inspection of Red Sander Wood lots by purchasers:

The intending tenderer *cum* bidder is 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 03-07-2012. to 10-07-2012 before submitting the Tender and satisfy themselves.

4. Presentation of more than one tender :

A tenderer may quote different rates for a particular lot in different tender forms. However, the highest quoted rate by the tenderer for that particular lot will be considered.

5. 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 , as Managing Director, Director, Secretary and / 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, who enters into agreement, to fulfill the conditions of agreement during the currency thereof, not withstanding 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.

6. 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.

7. Sale value of Red Sanders Wood to be tendered:

The tenderer *cum* bidder shall quote / offer rate per metric tonne (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.

8. 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 5 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 tonne of each class of wood. Bid amount shall be in multiples 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.

9. Earnest Money Deposit (EMD):

(a) An amount of Rs.1,00,000/ (Rupees one lakh only) has to be paid along with each tender schedule as Earnest Money Deposit (EMD) by Demand Draft by the intending tenderer-cum-bidder who desires to buy Red Sanders wood. The amount (EMD) will be retained as security for the due fulfillment of the condition No. 22.

(b) Each indenting tenderer-cum-bidder should pay a sum 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 and amount mentioned in pre-qualification procedure in form of separate demand draft at the time of submission of tender.

(c) No interest shall be payable on the Earnest Money Deposit and amount payable for pre-qualification.

(d) 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.

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

(f) 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.

(g) The unsuccessful bidders/ tenderers will be refunded the amount of EMD, 25% of the sale amount and 0.25% of Administrative charges the amount payable *vide* prequalification after completion of the tenderer-cum-auction.

(h) The successful bidder should pay the balance difference amount remaining between the actual sale amount *vide* bidding and 25% of amount already paid along with 0.25% administrative charges.

10. 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 11-07-12). The filled tender form should be sent along with separate Demand Draft for each tender for EMD, amount for pre-qualification, 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 11-07-12.(sale date to be filled)*' for LOT Nos

11. Submission of Single tender:

Any Single tender / single bid received for any particular lot, the tender/auction sale will summarily be rejected for the above said lot.

12. 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.

The tender schedule which does not fulfill the conditions laid down in the condition No. 9, herein shall be treated as invalid and the auction sale will be cancelled.

13. Withdrawal of Tenders:

Any tenderer-cum-bidder desirous of withdrawing the tender can do so at least 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 shall be forfeited and Revocation of withdrawal shall not be permitted.

14. Opening of Tenders:

Tenders will be opened at 2.00 p.m. on 11-07-12 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.

15. 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 11-07-12 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 tendered amount or the bid amount in the auction sale of a lot, **whichever 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 provide the person(s) who is/ are to bid with a power of attorney to bid on behalf of the concerned 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 tenderer-cum-auction sale without assigning any reason therefore and the decision shall be final.

16. 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/her having purchased that particular lot of Red Sanders and also having accepted the condition of the sale notice.

17. 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 tenderer-cum-auction sale accepting authority. The tenderer-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.

18. 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.

19. 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 get any money that the Government may derive from such resale.

20. 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.

21. 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.

22. The successful Tender-cum-bidder shall pay the following amount:

(a) The EMD of Rs.1,00,000 (Rupees one lakh only) referred in condition No. 9(a) above will not be included for the purpose of calculating the sum required to be deposited as per clause 9(b) above.

(b) Each successful tenderer-cum-bidder/ bidder shall pay the remaining 75% amount by way of Demand Draft drawn on any Nationalized Bank in favour of the District Forest Officer, Tirupattur Division, Tirupattur or by way of payment through RGTS within 45 days from the date of receipt of confirmation order or before taking delivery, whichever is earlier. The RGTS remittance chalan copy and release payment confirmation letter received from the Bank where he has remitted the amount, for verification of this office. Value Added Tax, as applicable, shall be paid along with the 1/4th sale amount by the buyer. Income Tax and other taxes imposed, if any, applicable at the time, shall be paid by the tenderer-cum-bidder with the balance 3/4th tendered amount.

- | | |
|----------------------------|--|
| (c) 1. P.D. Account Number | 86031782414 |
| 2. Bank's Name & Branch: | STATE BANK OF INDIA,
TIRUPATTUR,
VELLORE DISTRICT.
TAMIL NADU |
| 3. Bank IFSC Code Number | SBIN 0000934 |

(d) No part payment of installments is acceptable. In case, the due date for payment of 1/4th or 3/4th tendered amount etc., falls on a Public Holiday / Non Banking day, payment shall be made on the next working day respectively.

23. 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 installment i.e., 1/4th of the tendered amount to be paid as provided in condition No. 9b and 9th. 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 3/4th 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.

24. Date of receipt of confirmation order:

(a) Where the tenderer-*cum*-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 first day from the date of confirmation order to the tenderer-*cum*-bidder shall be reckoned as the date of receipt of confirmation order for calculating the period of 45 days referred to condition No. 22 (b) of the tender notice.

(b) In the case of direct remittance by tenderer-*cum*-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, Tirupattur in person the date on which it was handed over has to be mentioned.

(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.

25. Deemed Cancellation of sale:

In the event of failure to fulfill any of the conditions prescribed in Condition Nos. 22 and 23 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.

26. 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 will be kept in bailment from that day onwards with the District Forest Officer, Tirupattur, as bailee. The bailer (purchaser) shall pay ground rent at the rate of Rs.0.5% of total sale value per day. 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.

(d) The sale is a time bound contract and if bailer (purchaser) does not lift or take delivery of the Red Sanders wood within 90 days from confirmation of sale, then contract becomes voidable.

27. 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 having more than one partner or director the power of attorney so furnished should be signed by all the partners or directors of that firm.

28. 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.

29. 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.

30. 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.

31. Tenderers are responsible to receive all communication:

Each tenderer *cum* bidder 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/Aadhar card. The department will not be responsible for the consequences, if any, if the communication sent to the address given in the Tender does not reach the Tenderer *cum* bidder or returned unserved. The responsibility to receive promptly, all communications intended to any Tenderer *cum* bidder rests fully on the Tenderer *cum* bidder himself / herself.

32. 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.

33. 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 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.

34. 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 / 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.

35. 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.

36. Collection of Administrative charges:

The purchaser shall also pay administrative charges at 0.25 per cent on the total Sale value of Red Sanders in one lump sum at the time of submission of tender as per tender condition No. 9.

37. 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.

38. 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.

39. The person / firm in whose name the tenderer-*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.

40. 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.

41. Cancellation / Postponement of tender-cum-auction sale:

It shall be open to the tender-cum-auction sale 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 tender-cum-bidder.

42. The Tender-cum-Auction Sale of Red Sanders is being conducted subject to the condition that the guidelines laid down by the Government of India with regard to the export of Red Sanders shall be followed scrupulously.

Any other conditions:

43. Any supplementary condition that may be found necessary will be added / deleted and read out at the time of tender-cum-auction sale by the District Forest Officer conducting the sale.

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

44. Grading or classification of Red sanders:

The grading or classification of Red Sanders offered in the Tender is given in the annexure.

GRADES:**“A” GRADE” (EXCELLENT WAVY GRAIN)”**

1. Short and deep wavy grains prominently visible.
2. Generally the surface of the logs gives a ripple effect.
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) no 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:

By- 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
(1)	(2)	(3)	(4)	(5)	(6)
Vellore	Tirupattur	C Grade	2.000	1	2.000
			3.000	2	3.000
		Non grade	5.000	3-67	325.000
			Total	—	330.000

Tirupattur,
27th June 2012.

R. PADMAWATHE,
District Forest Officer,
Tirupattur Division.