FOREST RESEARCH INSTITUTE, DEHRADUN

AUCTION NOTICE

SALE THROUGH SEALED ENVELOPE AUCTION OF SANDALWOOD IN FRI, DEHRADUN

Notification No. 58-1/2016/ Range/Silva 299

Dated:29/02/2024

It is hereby notified for the general information of public that the following quantities of Sandalwood lying in FRI Depot will be auctioned on 19/03/2024 by the committee constituted vide order no 58-1/2016/Range/Silva, dated 16/10/2023. The auction will be conducted on **"AS IS WHERE IS AND NO COMPLAINT BASIS"** through sealed envelope subject to the terms and conditions of this notification as published and available at website <u>www.fri.icfre.gov.in</u> and notice board of Head, Silviculture and Forest Management Division. The prospective buyers are advised to inspect the lots in their own interest between 10:00 am to 2:00 pm on any working day between 02/03/2024 to 18/03/2024 and go through the Terms and Conditions of the auction.

The drop box for sealed envelope will be placed at Assistant Silviculturist (Exp.) Office, FRI, Dehradun. The sealed envelope may also be sent through registered post to the following address-Assistant Silviculturist Experimental, Silviculture and Forest Management Division, Forest Research Institute, Dehradun, 248006.

S.N	Lot No.	Class	Approx quantity in kg	Earnest Money Deposit (E.M.D) Rs.
1	01/2023-24	Large Roots with bark (Class-I)	123	-
2	02/2023-24	Small roots with bark (Class-III)	79.5	
3	03/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	212.5	
4	04/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	161	
5	05/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	126.3	
6	06/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	176.8	-/00
7	07/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	194.5	50,000/-
8	08/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	156.5	
9	09/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	109.5	
10	10/2023-24	Round mixed main trunk sandalwoodlogs with bark (Class-III)	233.9	
11	11/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	134.1	

SCHEDULE OF AUCTION

12	12/2023-24	Round mixed main trunk sandalwood logs		
		with bark (Class-III)	133.1	
13	13/2023-24	Round mixed main trunk sandalwood logs	168.4	
		with bark (Class-III)	100.4	
14	14/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	218	
15	15/2023-24	Round mixed main trunk sandalwood logs	264.4	
1.6	16/2022.24	with bark (Class-III		
16	16/2023-24	Round mixed main trunk sandalwood logs with bark (Class-III)	171.9	
17	17/2023-24	Round mixed main trunk sandalwood logs	209.1	
		with bark (Class-III)	207.1	
18	01/2023-24		299.1	50,000/-
19	02/2023-24		298.6	00
20	03/2023-24	Class 14	298.3),0
21	04/2023-24		295.8	20
22	05/2023-24		285.3	
23	06/2023-24		301	
24	07/2023-24		300.3	
25	08/2023-24		299.6	
26	09/2023-24		299.9	
27	10/2023-24		300.1	
28	11/2023-24		200	
29	12/2023-24		207.5	
30	13/2023-24		287	
31	14/2023-24		110.6	

Lot inspection by prospective participants: Any working day between 10:00 am to 2:00 pm from 02/03/2024 to 18/03/2024

Dropping sealed envelope: Working days from 10:00 am to 5:30 pm between 02/03/2024 to 18/03/2024

Last date of receipt of sealed envelope through registered post: 18/03/2024

Date and Time of opening of sealed bids: 19/03/2024, 11:00 am

Venue for opening of sealed bids: Board Room, FRI, Dehradun

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Director Forest Research Institute Dehradun

SALE THROUGH SEALED ENVELOPE AUCTION OF SANDALWOOD IN FRI, DEHRADUN

TERMS AND CONDITIONS OF AUCTION

- 1. (i) The authority offering the sales is the Director, FRI, Dehradun and is being sold on "As is where is basis".
- 2. (i) The Sandalwood is classified according to the classes as approved by the competent authority of FRI, Dehradun. The classification of Sandalwood made in the Depot for the purpose of sale is final. The intending bidder or his authorized representative may inspect the materials, between 10.00 hrs and 17.00 hrs on any working day at the Sandal Depot with the prior intimation to the Range Office, FRI and satisfy themselves regarding quality of each lot put of for sale as any complaint on this regard will not be entertained later. No further cleaning or classification of sandalwood will be undertaken by FRI nor will purchasers be allowed before weighment at the time of delivery. The classification, cleaning and weighment determined by the FRI shall be final and must be accepted. The material will be handed over to the successful bidder after weighing. However, 5% variation in the weight due to damage will be accepted by the bidder.
- 3. Conditional offers will not be accepted / entertained.
- 4. The description / quality indicated are furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of lots at site. In case the bidders do not prefer to inspect, neither the sale could be invalidated nor the bidder can make any claim/ compensation whatsoever on account of any defect in description, deficiency in the quantity. Notwithstanding anything contained in the sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on "AS IS WHERE IS AND NO COMPLAINT BASIS" only. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted.
- 5. Each Class of FRI raw Sandalwood will be offered for sale separately in lots formed of convenient weight. **Sealed Envelope Auction** shall be carried out [per kilogram of each class of sandal wood] for each lot separately.
- 6. (i). Every intended Bidder shall pay an Earnest Money Deposit (EMD) for each lot as shown in the schedule of auction through Demand Draft only, which must be submitted along with bid. In absence of EMD, Demand Draft the bid shall be summarily rejected.
- 7. The EMD of unsuccessful bidders will be returned soon after the auction is over. The EMD of successful bidders will be adjusted toward the final installment of **75%** to be made by the successful bidders
- 8. The EMD offered jointly by the individuals will not be accepted, unless such

persons are members of same registered Company or Firm or Corporation and the deposit made is on behalf of such Company or Firm or Corporation.

- 9. During Auction the minimum lot wise Bid price shall not be less than as tabulated in the schedule of auction.
- 10. (i) The sale is subject to confirmation by the Director, FRI who reserves the right to reject or accept any bid without assigning any reason.
- (ii) The successful bidder shall not withdraw his bid. If the successful bidder withdraws his offer before it is accepted or rejected by Director, FRI, the EMD paid by him shall be forfeited and the Sandalwood will be resold at his risk and cost, any loss that may be sustained by the FRI, Dehradun on that account of such resale shall be made good by the defaulter but he will not be entitled to any profit that the FRI, Dehradun may derive from such resale.
- 11. (i) If two or more persons in partnership intend to bid for sandal wood jointly, only one member of the partnership will be recognized for 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 him to bid on behalf of such other person.

(ii) The company, Corporation or Firm which proposes to bid in the auction he/she should produce a power of attorney through an authorized person/representative on behalf of such Company, Corporation or Firm signed by the authorized signatory, authorizing to bid on their behalf.

- 12. No person who is black listed or insolvent or defaulter or minor shall be allowed to bid.
- 13. The confirmation order in respect of final (Highest) Bids accepted will be displayed on the notice board of the office of Head, Silviculture and Forest management Division along with website of FRI <u>www.fri.icfre.gov.in</u>. The date of publication of confirmation order on the website of FRI/notice board shall be deemed to be the date of communication to the purchaser (successful bidder).
- 14. (i) After the sale is over, each successful bidder should pay **Twenty five percent (25%)** of the tentative sale amount as First Installment on or before the 15th day from the date of confirmation, **Seventy five percent {75%}** shall be payable on or before the 30th day of the date of confirmation order or against the delivery of the Sandalwood whichever is earlier. No part payment of any of the installments shall be acceptable.
- (ii) Should any purchaser fail to make necessary payment by the specified date, the money already remitted by him will lapse to the Director, FRI will be at liberty to resell the sandalwood in question at the risk of the original purchaser who shall be liable for any loss but shall not be entitled in any profit which may arise on account of such resale.
- (iii) Out of any contingency if any person or firm or company is unable to pay

second and final installment they should apply to the Director, FRI for extension to the maximum period of 20 days. If such extension is permitted by Director FRI in that case 18 % of interest per annum on overdue installment will be charged. In calculating overdue installments, any period of fifteen days and less shall be treated as half a month and any period in excess of fifteen days but below one month shall be treated as a month and further if the date on which the payment fall due is a holiday, it shall be excluded from this period.

- (iv) The date following the date of publication of confirmation order by the Head, Silviculture Division on the Notice Board/website of his office shall be reckoned as the date for the purpose of calculating the period of interest.
- (v) All payments shall be made by the purchaser in the form of Demand Draft drawn from any Nationalized Bank only in favour of "The Director,FRI" payable at Dehradun. The following dates shall be followed for levy of any interest payable on overdue installments:
 - a. If the Demand Draft is handed over to the Range Officer in charge of temporary sandal wood depot FRI, in person, the date on which it was so handed over.
 - b. If the Demand Draft is sent by Registered Post, the date on which it is received by the Account Section, FRI.
- 15. (i) The purchaser shall pay GST as per the rates in vogue.

(ii) The purchaser should pay to the FRI, Dehradun in one lump sum all TCS @ 2.5% and GST @ 18%, on full sale value, along with the first installment 25% of the sale amount in the form of Demand Draft issued by a Nationalized Bank only in favour of Director, FRI payable at Dehradun within 15 days from the date of publication of confirmation order on the notice board of the Silviculture and Forest Management Division, FRI, Dehradun/ website of FRI www.fri.icfre.gov.in.

- (iii) No request for exemption from payment of GST shall be considered.
- 16. All the material fully paid for must be removed from the depot within **Thirty (30) days** from the date of publication of confirmation order on the notice board of the Head, Silviculture and Forest Management Division, FRI.
- 17. After 100 percent of the full sale value inclusive of all Taxes etc has been realized and credited to the Director, FRI, the delivery of the Sandalwood shall be made to the purchaser. The delivery will be by complete lot at a time and no part lot will be delivered at anytime.
- 18. (i) On confirming the actual adjustment of the Hundred (100) percent of the sale value to the credit of the Director, FRI, the sandal wood purchased will be weighed in presence of the purchaser or his authorized agent and the same would be handed over to him. If the purchaser fails to take delivery of the wood and/or fail to remove the delivered wood outside the temporary

sandal wood depot after all the amounts due on such wood are paid, within the period of **Thirty (30) days** from the date of publication of confirmation order on the website/notice board of the Head, Silviculture and Forest Management Division, FRI the wood will be lying in the depot at the sole risk of the purchaser. However, such paid for wood may be given delivery thereof if the purchaser pays depot charge of Rs. 1000/ - per lot per day, for a maximum period of **Twenty (20) days** beyond **Thirty (30) days**.

- (ii) If the fully paid for material is not removed within **Twenty (20)** days beyond **Thirty (30) days**, it shall revert to and become the absolute property of FRI, Dehradun/ICFRE.
- (iii) The weights mentioned against the lots are final, however the actual weighment at the time of delivery may vary due to the driage and climatic conditions prevailing in the depot. However, variation of up to 5% weight shall be acceptable.
- 19. The Range Officer, FRI will arrange for delivery of all pieces of wood in a particular lot, at the gate of the depot. No person other than those authorized by the Depot Officer shall be allowed to enter the depot premises.
- 20. (i) The purchaser when deputing their agent to take delivery of lots must furnish each agent with a power of attorney duly signed and stamped and bearing attestation of the signature of the person so deputed. A copy of the power of attorney must also be sent to the Head, Silviculture and Forest Management Division, FRI by post with four specimen signature of the agent duly attested. Failing this, delivery may be refused pending verification, in which case the delay will count against the purchaser.
- (ii) In case of firm consisting of more than one partner or Directors, the power of attorney so furnished should be signed by the authorized signatory of the firm.
- 21. The purchaser should give at least **two (2) days** notice of his intention to take delivery of the lots purchased by him to the Head, Silviculture and Forest Management Division, FRI, supported by Bank remittance in token for payment. Delivery will be made on working days only during working hours.
- 22. Bank Guarantee will not be accepted in lieu of Demand Draft.
- 23. (i) No Sandal wood shall be removed from the Depot till a Transit Pass is signed and issued by the Depot Officer and till every piece of sandalwood bears the prescribed FRI Hammer Mark/ Specific Mark.

(ii) No Sandalwood purchased shall be transported outside the State unless a respective transport pass is got issued from the Uttarakhand State Forest Department under State Forest Acts and Rules for the time being in force.

(ili) The passes for movement within the State of Uttarakhand and pass, for movement outside the state, shall always be in possession of the person in charge of the purchased sandalwood during transit and shall be produced for examination when demanded by any Forest, Police or Revenue Officer.

(iv) Each vehicle irrespective of consignment, number of lots loaded shall have one transit pass.

- 24. The working hours of the depot except on holiday are from 10.00 hours to 13.00 hours and from 14.00 hours to 17.00 hours.
- 25. The person/firm in whose name the sale is confirmed is forbidden to resell the wood in turn or to make negotiations with any other person for a sale till all dues are paid to FRI and delivery of wood is taken and the same is removed from the Sandalwood Depot Premises.
- 26. Loss to the FRI on resale of sandalwood lots, as a result of default of any of the conditions specified in this notification, shall be recoverable from the defaulter along with the interest due. The loss incurred if any shall be the liability of defaulting purchaser. The loss and interest due would be collected as an arrears of land revenue any statutory modifications thereof, or under section 54(4) of the Sale of Goods Act or by a decree under the Civil Procedure Code.
- 27. The purchaser of sandalwood shall abide by the provisions of the Indian Forest Act 1927 and any statutory modification thereof and all rules framed there under, from time to time, regarding possession, storage, transit, disintegration, sale etc, of sandalwood.
- 28. The sale conducting officer is at liberty to add any supplementary conditions and to modify any of the conditions before Auction.
- 29. All disputes arising out of this contract shall be referred to the Director, FRI whose decision shall be final and binding.
- 30. Any dispute arising out of sale of samdalwood through this auction will be under the jurisdiction of Dehradun courts only.
- 31. For any clarification and additional information please contact at email <u>ase silva@icfre.org</u>, phone number 0135-2224418.

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