



GOVERNMENT OF MAHARASTRA
OFFICE OF THE CHIEF CONSERVATOR OF FORESTS (T.), GADCHIROLI.
Ambedkar Bhavan, Near I.T.I., Gadchiroli, Pin code No.442605, Tel.No.07132/222187
3rd ROUND
SHORT TENDER NOTICE (NO.:Tendu/sale/3720 Dated 12.11.2013)

Tendu Leaves from Tendu Unit No. 3 Vankatapur for 2013 Tendu Season kept at Vankatapur & Chinna Vatra in Sironcha division, in Gadchiroli Circle Gadchiroli, of which details are given as under will be sold by tender. Sealed tenders are invited from the intending purchasers and the same should reach on Dt. 19/11/2013 up to 14.00. hrs. at the office of the Chief Conservator of Forests (T.) Gadchiroli. Sealed Tenders so received will be opened on Dated 19/11/2013 at 15.00 hrs in the presence of tenderers/their representative who will remain present in the OFFICE OF THE CHIEF CONSERVATOR OF FOREST (T.) GADCHIROLI Ambedkar Bhavan, Near I.T.I., Gadchiroli ,Dist. Gadchiroli -442605)

2) Blank Tender form along-with tender conditions will be issued on payment of Rs. 150/- (Rs. One Hundred Fifty only) from 13/11/2013 to 19/11/2013 up to 12.00 hrs from office of the Deputy Conservator of Forests of Allapalli, Bhamragarh, Gadchiroli, Sironcha, Wadsa divisions.

Sr No	Tendu Unit No. & Name	Quantity of Tendu Leaves		Place where Tendu Leaves stored
		Standard bags	Actual bags	
1	3 - Vankatapur	666.555	902	Vankatapur
		54.180	70	Chinna Vatra
		Total=720.735	972	

- 1) The intending bidders should inspect the Tendu Leaves on the spot at the respective depots and satisfy themselves about the correctness thereof. Any contentions about quality & quantity would not be accepted after the sales process.
- 2) Conditions Apply : For more details and sale conditions please contact Division office or visit web site [www.mahaforest.nic.in/mahaforest/skip Intro/circle office/Gadchiroli/News Events](http://www.mahaforest.nic.in/mahaforest/skipIntro/circle%20office/Gadchiroli/News%20Events)

Chief Conservator of Forests (T.)
Gadchiroli

GOVERNMENT OF MAHARASTRA
OFFICE OF THE CHIEF CONSERVATOR OF FOREST (T.) GADCHIROLI
(Ambedkar Bhavan, Near I.T.I., Gadchiroli, Chandrapur road, Gadchiroli 442605)

Terms and conditions of sale of Tendu leaves from Tendu unit No.3 - Vankatapur for 2013 Tendu Season in Sironcha Division.

BY TENDER

Tendu leaves from Tendu unit No.3 Vankatapur kept in Vankatapur & Chinna Vatra, in Sironcha divisions, of Gadchiroli circle Gadchiroli, of which details are given as follow.

Sr No	Tendu Unit No. & Name	Collection of Tendu Leaves	Quantity of Tendu Leaves		Place where Tendu Leaves stored
			Standard bags	Actual bags	
1	3 - Vankatapur	902.657	666.555	902	Vankatapur
		std. Bab	54.180	70	Chinna Vatra
			Total=720.735	972	

Sealed tenders are invited from the intending purchasers and the same should reach on Dt. 19/11/2013 from 10.00 hrs. to 14.00 hrs at the OFFICE OF THE CHIEF CONSERVATOR OF FOREST (T.) GADCHIROLI Ambedkar Bhavan, Near I.T.I., Gadchiroli ,Dist. Gadchiroli -442605). Sealed Tenders so received will be opened on Dated **19.11.2013** at **15.00** hrs in the presence of tenderers/their representative who will remain present in the OFFICE OF THE CHIEF CONSERVATOR OF FOREST (T.) GADCHIROLI Ambedkar Bhavan, Near I.T.I., Gadchiroli ,Dist. Gadchiroli -442605)

Blank Tender form along-with tender conditions will be issued on payment of Rs. 150/- (Rs. One Hundred Fifty only) from **13.11.2013** to **19.11.2013** up to **12.00** hrs from office of the Deputy Conservator of Forests of, Allapalli, Bhamragad, Wadsa, Gadchiroli, Sironcha, divisions .

Terms and conditions of Sale of Tendu leaves of Tendu Unit No.3 Vankatapur by tender shall be as under:-

TERMS AND CONDITIONS:

- 1) In Case of Tenderers whose offer/offers is/are accepted has to pay the wages of Tendu leaves collectors of which approximate amount is 17,60,181/- & Other Wages if any of Labours before lifting of tendu leaves.
- 2) Incomplete and conditional tenders for the purchase of will be liable for rejection.
- 3) (a) Unless Income Tax exemption certificate in Form No. 27 (c) under provision to sub section (I) of sect. 206 (c) of Income Tax act 1961 is produced the necessary income tax and surcharge at prescribed rates leviable from time to time under the relevant Act / Rules will be recovered.
- 4) Tender once delivered will not be with-drawn in any case.
- 5) The act of offering/tendering shall be deemed to be complete and unreserved acceptance of these tender sale conditions. The intending tenderers are also required to sign the said tender conditions in token of their agreement.
- 6) The details of the quantities and specification of the material put up for tender sale are as given in the schedule of of lots and are correct to the best of knowledge of the undersigned but are NOT guaranteed to any extent. The intending tenderers should inspect the lots on the spot and satisfy themselves about the correctness thereof quantity and quality of tendu leaves. The material shall be sold on '**as it is and where it is**' basis.

EARNEST MONEY DEPOSIT :-

- 7) (a) No tender shall be accepted unless accompanied by a crossed and a/c payee Demand Draft Receipt in favour of the Deputy Conservator of Forests of, Sironcha division, Sironcha drawn on the schedule bank payable at Gadchiroli or Aheri **to the extent of 10% of total value offered plus 10% on wages amount 17,60,181/-** as E.M.D. is attached to the tender.
 - (b) The earnest money deposited by the unsuccessful tenderer shall, if not forfeited prior there to, be refunded to them without interest as soon as practicable after the sale results of tender sale are declared.
 - (c) In case of tenderers whose offer/offers is/are accepted the EMD amount if not forfeited prior there to, will be adjusted towards the consideration of the accepted lot as per terms of the payments. The E.M.D. amount in respect of unaccepted offer / offers shall be adjusted towards consideration of accepted offer / offers or may be returned to the tenderers as per his written request if made.
 - (d) No interest shall be payable in any case on the amount of Earnest Money Deposit.
- 8) Before delivering the tender intending tenderer shall write in the specified column of tender form complete postal address to which any communication intended for them may be sent. Any change of address shall be promptly communicated to the concerned Dy,Conservator of Forests, Sironcha. Any communication sent at that address under certificate of posting shall be deemed to have duly reached the intending tenderer.
 - 9) Person or persons desiring to offer tender price shall state in what capacity he is/they are submitting tender for Tendu Leaves as sole proprietor or partner of a firm or as a Secretary/ Manager/ Director etc. of a Limited Company. In case of partnership firm, state whether registered and the names of all Partners should be disclosed and these tender conditions shall be signed by all partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the tender sale. An attested copy of the "Partnership Deed" Registration certificate and power of attorney should be attached to the tender before it is delivered. In case of Limited company /companies these tender conditions shall be signed by a person empowered to do so by the company. A copy of Authority letter given by the BOD/M.D. should be attached. A copy of the Memorandum and Articles of Association of the company shall be attached to the tender.
In case of Hindu undivided family, the names of the family members should be disclosed and the karta who can bind the HUF should sign these tender conditions and indicate his status below his signature. In absence of which tender form is liable for rejection.
 - 10) Following persons shall not be eligible to submit tender form for the purchase of Tendu Leaves of Tendu Unit No.3 Vankatapur.
Viz :- Persons who is/are convicted by court of law for offence involving moral turpitude or who have been adjudged insolvent or who have failed to pay Government dues or who are minor or persons of unsound mind or who is otherwise not competent to contract under the law.
 - 11) If during the course of examination of tender or at any time there after it is found that the persons who had submitted tender and whose tender was accepted is/are not qualified here under to submit tender, or the tender is secured by misstatement or misrepresentation or for breach of any condition by the purchaser or failure of the contract on account of the purchaser, the amount of Earnest Money deposited by him/them shall be forthwith forfeited to Government of Maharashtra and he/their tenders which was/were accepted shall be liable to be rejected and in that event he/they will not be entitled for any compensation what so ever on account of such rejection/cancellation.

TENDER PROCEDURE

- 12) The Chief Conservator of Forests (T.) Gadchiroli Circle, Gadchiroli may at his discretion-
- a) Reject the highest or any tender or all tenders.
 - b) Accept the highest or any tender.
 - c) The tender form complete in all respect will be sealed by the tenderer, .
 - d) The complete tender forms will be deposited in the sealed boxes kept at the offices of the Chief Conservator of Forest (T.) Gadchiroli Circle Gadchiroli Bhavan, Near I.T.I., Gadchiroli ,Dist. Gadchiroli – 442605) on Dated. **19.11.2013** from **10.00** hrs. to **14.00** hrs.
 - e) The opening of the tenders as referred at (d) above will be done in the Office of the Chief Conservator of Forests (T.) Gadchiroli, Ambedkar Bhavan, Near I.T.I., Gadchiroli ,Dist. Gadchiroli)on Dated **19.11.2013** at **15.00** hrs. in presence of tenderers/their representatives who will remain present there at.
- 13) (a)After opening of tenders, tenders which are within the competence of the concerned Dy. Conservator of forests, Sironcha Division to accept shall be sanctioned by him/her by putting his/her signature on the tender at an appropriate place. In case of tenders that are beyond the powers of the concerned Dy.conservator of forests to accept and are therefore kept over for sanction of the competent authority, which shall be so stated in the tender by the competent authority Viz. Chief Conservator of Forests (T.) Gadchiroli. In each such case the tenderer shall remain bound by his offer until final order are passed by the competent authority, within a period of thirty days from the date of tender sale. The competent authority may however accept or reject such tenders. The tender duly signed by the tenderer and the respective Dy.Conservator of forests and / or the competent authority shall be conclusive proof of the tender contract.

The result of the tenders kept over for acceptance by the Chief Conservator of Forests (T.) Gadchiroli shall after such acceptance be published on the notice board of the office of the Chief Conservator of forests (T.) Gadchiroli, office of concerned Dy.Conservator of Forests and at the concerned Depot office and also separately intimated to the concerned successful tenderer by the respective Dy.Conservator of forests. It will be also placed on the forest department website www.mahaforests.gov.in

- (b) If identical amount is offered by more than one tenderer and this amount happens to be the highest amount then the acceptance of tender will be decided by Chief Conservator of Forest (T.) Gadchiroli Which will be binding on all concerned tenderers.
- 14) Once the tender is accepted, the Tendu Leaves shall lie in the depot/place which is store entirely at the risk and cost of the tender purchaser and the Forest Department shall not be liable for deterioration and/or loss of Tendu Leaves of lots or any part there of for any cause such as fire, flood, theft, misappropriation etc. or any force major or other reason.

PAYMENT

- 15) The tender purchaser whose offer has been accepted shall pay the wages of Tendu leaves collectors (hereinafter referred to as “wages”) which approximate amount is 17,60,181/- & Other Wages if any of Labours in presence of Range Forest Officer, Pranhita or any athorised forest officer.
- 16) The tender purchaser shall pay the amount of his offer which has been accepted (hereinafter referred to as “the sale price”) as follows.

- a) $\frac{1}{4}$ th of the sale price along with government taxes and duties within seven days from the date of acceptance of tender that is to be reckoned as date of Tender Sale for all purposes; by the competent authority as the case may be provided, however, that if the tender purchaser makes payment of the said $\frac{1}{4}$ th of the sale price along with government taxes and duties , at any time thereafter but before the expiry of further twenty three days then the tenderer shall have to pay therewith interest thereon at the rate of 18% per annum for late payment till payment is realised.
- b) Balance $\frac{3}{4}$ th of the tender sale price along-with the proportionate amount of government taxes and duties as are leviable thereon shall be paid within sixty days from the date of tender sale/date of communication of acceptance by the competent authority as the case may be. Provided however that if the tender purchaser makes payment of the said $\frac{3}{4}$ th sale price plus government taxes and duties at any time thereafter but before the expiry of further thirty days then he shall have to pay interest there on for the late payment at the rate of 18% per annum till payment is realised.
- 17) a) In the event of the tender purchaser failing or neglecting to make payment of wages to laborers, $\frac{1}{4}$ th of the sale price and/or $\frac{3}{4}$ th sale price plus government taxes and duties without or with interest or any part thereof as provided in condition 15 & 16 above or in the event of the tender purchaser committing a breach of any of the terms and conditions hereof the concerned Chief Conservator of forests (T), Gadchiroli may without prejudice to any other rights, remedies and powers of Forest Department, Government of Maharashtra cancel such tender which has been accepted where upon without prejudice to any other right, remedies and power of Forest Department, Government of Maharashtra the amount deposited by the tender purchaser as Earnest Money and the said amount of $\frac{1}{4}$ th of the sale price and interest government taxes and duties, Income if paid shall forthwith stand forfeited to the Forest Department, Government of Maharashtra. On cancellation of such tender the Chief Conservator of forests (T), Gadchiroli shall in his absolute discretion if he so thinks fit, be entitled to forthwith and without any further notice resell either by public auction or by private contract or by tender on account and at the risk & cost of the tender purchasers for which the tender of the tender purchaser was accepted and cancelled as aforesaid.
- b) Provided however, that if before the actual resale of the material at the risk and cost of the tender purchaser, the tender purchaser pays under intimation to the concerned Dy. Conservator of forests sale price or $\frac{3}{4}$ of the sale price as the case may be (defaulted amount) in full along-with the interest, government taxes and duties as aforesaid and also penalty at the rate of 10% of the price offered by him, the concerned Dy. Conservator of forests may set aside and cancel the resale and permit the tender purchaser to remove the material sold to him as here in after provided in clause 18 hereof.
- c) The tender purchaser shall be liable to pay to the Forest Department, Government of Maharashtra in the event of resale the amount of loss if any sustained by the Forest Department, Government of Maharashtra as a result of such resale, but he shall not be entitled to any profit arising as a result thereof. The tender purchaser shall forthwith pay on demand by the concerned Dy. Conservator of forests the amount of loss to the Forest Department Government of Maharashtra. The amount of such loss shall be deemed to be arrears of land revenue and without prejudice to any other rights, remedies and powers of Forest Department Government of Maharashtra it shall be entitled to recover the same from tender purchaser as arrears of land revenue in case he fails to pay amount of loss.
- 18) For payment of consideration the tender purchaser or the purchaser on resale under clause 17 thereof as the case may produce Crossed a/c payee D.D./pay order in the name of the concerned Dy. Conservator of forests, Sironcha Division drawn at any scheduled bank payable at Gadchiroli.

- 19) After making full payment of the wages, sale price along with applicable government taxes and duties as are leviable thereon and interest, penalty if any as provided in condition No. 15, 16 & 17 thereof the tender purchaser/purchasers on resale as the case may be shall remove the material within 90 days from the date of tender sale/date of communication of acceptance by the competent authority as the case may be. The tender purchaser/purchaser on resale as the case may be, shall make his own arrangements for loading and removal of the material. The material shall be deemed to have been sold and delivered at respective places. Provided however, that if the tender purchaser or the purchaser on resale as the case may be, fails or neglects to remove the material as aforesaid within the said period of 90 days the tender purchaser or the purchaser on resale as the case may be, shall thereafter not be entitled to remove the said material without obtaining the prior permission in writing of the concerned Dy. Conservator of forests, Sironcha Division. For such permission, the tender purchaser or the purchaser on resale as the case may be, shall apply to, a week before the expiry of the said period of 90 days. The tender purchaser/purchaser on resale as the case may be, shall remove the said material before the expiry of the date specified in such permission after paying in cash the ground rent at the rate of:

1) Tendu Leaves Standard Bag @ Rs. 0.30/- per standard bags/ month or any part thereof.

- Note :- a) The ground rent shall be recovered on the balance quantity lying in the depot, at the expiry of the 90th day.
b) Any quantity less than One Std.Bag shall be reckoned as One Std.Bag for the purpose of ground rent.
c) The ground rent shall be recovered for a minimum period of one month, the period less than 30 days shall be reckoned as one month.

Provided further that if the tender purchaser or the purchaser on resale as the case may be, fails or neglects to remove the said material before the date specified in such permission, the tender purchaser or the purchasers on resale as the case may be shall not thereafter be entitled to do so without obtaining the prior permission in writing of the Chief Conservator of Forests (T.) Gadchiroli who may in his absolute discretion refuse or grant such permission on such conditions as he may think fit including payment of an additional sum by way of penal Ground rent which shall not exceed 10% of the value of the said material.

The decision of the Chief Conservator of Forests (T.) Gadchiroli shall be final and binding on the tender purchaser/purchaser on resale as the case may be.

- 20) No Tendu Leaves shall be allowed to be removed unless full payment in respect of that labours has been made and a forest pass for transportation of material is issued by a person duly authorised by the concerned Dy. Conservator of forests at a particular depot.
- 21) The removal of material referred in the foregoing para shall be restricted to hours of daylight and shall be allowed through the gates of the depot set apart for the purpose for inspection in case of Tendu Leaves.
- 22) The material shall be deemed to have been delivered at the sale depot once the Tendu Leaves taken possession of by the tender purchaser or his authorised agent and his signature in taken of receipt of the material is obtained notwithstanding any destination falling even out side state of Maharashtra has been mentioned in the Transit Pass. The transit pass shall not be construed in any manner as the obligation of the Forest Department to sale and deliver the goods at the ex-destination of purchaser mentioned in the transit pass, if any.

ACTION FOR BREACH OF TENDER CONDITION :

- 23) Notwithstanding the condition of resale the tender purchaser shall be liable to make good the loss sustained by the Forest Department on account of his failure to discharge his obligations or loss of material lying at his risk and cost as stipulated under condition No.16.
The amount of loss shall be determined by the concerned Dy. Conservator of forests as under.
- a) The amount out standing against the purchaser "X" (i.e. sale price) plus Taxes, duties, interest, penalties, ground rent, etc.
 - b) The amount realised, if any on resale of material "Y"
 - c) The amount paid by the tender purchaser "Z" towards EMD/Security deposit/advance on account of consideration.

The amount of loss will thus be = $x - (y + z)$

The amount of loss shall be deemed to be arrears of land revenue and without prejudices to any other right remedies and powers of the Forest Department, Government of Maharashtra the same may be recovered as arrears of land revenue in accordance with the provisions of the Maharashtra Land Revenue Code, 1966.

- 24) Unless the tender purchaser has secured extension period for removal of material beyond 90 days from the date of tender sale or communication of acceptance by the competent authority as the case may be on expiry of 90 days or such extension period as the case may be, the material shall revert Forest Department, Government of Maharashtra. The tender purchaser will have no right over the leftover material whatsoever after the said period and the Forest Department, Government of Maharashtra will be entitled to dispose it off as it thinks proper, even if full amount and dues is paid for the material in question by the tender purchaser and he shall not be entitled to any refund on account of value of the said material.
- 25) Any money due to the Forest Department, Government of Maharashtra on account of tender sale under these conditions shall be deemed to be arrears of land revenue and may without prejudice to any other rights remedies and powers of Forest Department, Government of Maharashtra shall be recovered by the Forest Department, Government of Maharashtra as arrears of land revenue in accordance with the provisions of the Maharashtra land Revenue code, 1966 as amended from time to time.
- 26) The tender sale which are covered by the aforesaid conditions will also be subject to any other conditions that may be prescribed from time to time by concerned Dy. Conservator of forests after prior approval of Chief Conservator of forest (T.) Gadchiroli and the same will be notified on the notice board of the concerned Dy. Conservator of forests before the date of tender and the same will also be binding on the tenderers.
- 27) Notwithstanding anything contained in the aforesaid conditions the Chief Conservator of forest (T.) Gadchiroli or appropriate authority may without assigning any reason withhold/cancel any tender sale advertised, if it is so required in the interest of Forest Department, Government of Maharashtra and tenderer shall not have any claim or right against such decision.

DISPUTES AND DIFFERENCES :

- 28) In the event of any dispute or difference whatsoever arising between the parties hereto as to the interpretation of the terms and conditions mentioned above or as to the rights, duties and obligations of all the parties hereunder or as to any other matter whatsoever arising out of it or in relation thereto or concerning the sale, the decision award thereon of the Chief Conservator of forest (T.) Gadchiroli shall be final and binding on all the parties concerned.
- 29) This tender contract shall be subject to jurisdiction of Gadchiroli Court.

Dy. Conservator of Forests(T.)
.....Division,.....

The above terms and conditions of tender sale are read and fully understood by me and I accept them all.

PLACE: _____

(Signature of the tenderer, Name and Capacity in which signing)

DATE : _____

Name of Tenderer _____

Full Address _____

Telephone No _____

Mobile No _____

Important Note:-

- i) All documents with this tender form are to be submitted with the tender duly signed.
- ii) All pages of the terms and conditions of tender should be signed by the tenderer.
- iii) Price offered should be written in figures as well as in words. In case of any difference in the offer written in words and figure the higher figure will be considered.