

GOVERNMENT OF KERALA

Abstract

Forestry- auction sale of sandalwood- sale conditions for auction sale- approved –Orders issued.

FOREST ENVIRONMENT AND WILD LIFE (B) DEPARTMENT

G.O.Rt.295/86/FE&WLD.

Dated, Trivandrum, 31st May, 1986

Read:- Letter No.C2-19239/85 dated 13.12.85 from the Chief Conservator of Forests.

ORDER

Government are pleased to approve the sale conditions appended to this order for the auction sale of sandal wood to be held on 1986.

By Order of the Governor
K.PARAMESWARAN NAIR,
Joint Secretary to Government

To

The Chief Conservator of Forests.

(True Copy)

Chief Conservator's Office,
Trivandrum, dated, 27-6-1986

Endt. on C2-19239/85

Copy with copy of approved sale notification condition for sale of Sandal wood forwarded to Conservator of Forests, Kottayam and Kozhikode and Divl. Forest Officer, Munnar and Wynad for immediate adoption.

Copy with copy of approved Sandal sale notification forwarded to all other Conservator of Forests, Divl. Forest Officer, FU. Section and Forest Manual file for information.

for Chief Conservator of Forests

KG/28/6

Revised Sale Condition for Auction Sale of Sandalwood 1986.

1. The following quantities more or less of cleaned Sandal wood (Wood, Roots, billets, Chips, Sawdust) stacked at Marayoor will be offered for sale by Public Auction at 14 hours on at the Range Office building at Marayoor (Marayoor is on the Munnar-Udumalpet Road 42kms. North –East of Munnar and 45kms South west of Udumalpet) by the Divl. Forest Officer, Munnar or any other Officer Authorised for the prupose under the conditions herein after appearing. If the date fixed for the auction happens to be a holiday the auction will be conducted on the next working day in the appointed time and place.

Sl.No.	Class No.	Name of Class	Approximate Qty. in.kgs.
1.	I Class	(Vilayat Budh)	6172.200
2.	IInd Class	(Chinna budh)	14171.200
3.	IIIRD Class	(Panjam)	13597.300
4.	IV Class	(Short billets-Ghottla)	1974.300
5.	Vth Class	(Ghat badla)	78928.500
6.	VIth Class	(Bagraded)	39278.200
7.	VIIth Class	(Root first Class)	10952.200
8.	VIIIth Class	(Root IInd Class)	5955.300
9.	IXth Class	(Root 3 rd Class)	3958.800
10.	Xth Class	(Jaipokal)	11364.900
11.	XIth Class	Cheria	18642.000
12.	XII	Mixed Chips	5820.000
13.	XIII	Saw dust	704.000
14.	XIVth	(Chips)	220.500
15.	XVth	(Ainchilta)	484.500
16.	XVI class	(Mulva Chilta)	886.500
17.	XVII	(Basola Bukni)	842.100
18.	Sandal wood fire wood	(Sanwood chips fit for firewood)	35MT

Another quantity of 40 MT of Sandalwood firewood fit for firewood only purchased by M/S Mahalakshmi Flour Mills, Bangalore in the same auction on 20-04-83 but left unremoved will be resold at the risk and loss of the original bidder M/S Mahalakshmi Flower mills Bangalore on the same day.

2. The quantity of each class is only approximate. The Divl. Forest Officer reserves the right of withholding the sale of any of the lots or as a whole.

3. The wood has been classified according to the classes noted above. Intending purchases are advised to inspect in advance the lots put up for sale, but they must accept the classification made on depot as final. No complaints regarding classification will be accepted later.

4. Each class of wood will be offered for sold separately in lots. The bids will be per metric tons of each class of wood. Bids shall be advanced in multiple of Rs.10/- p.. MT and not less.

5(a) The sale will be confirmed by Competent authority and he reserves to himself the right to accept or reject any offer without assigning any reason therefore. In the case of sport confirmations full sale value and other taxes can be remitted in the Range Office. But the removal should be allowed only 7 days after confirmation. Complaints if any regarding the sale should be submitted to the competent authority within 7 days of the confirmation. If any complaint, is received within 7 days of confirmation of the sale, the right to take a final decision on the sale of lots referred in the complaint, as per the provisions of law is vested with C.F. High Range Circle, Kottayam. The confirmation order for the remaining or the countersigned chalan for balance value or both together will be issued in person or sent by post under certificate of posting.

(b) Department is not responsible for any loss or difference in weight due to flood fire or other calamities after the sale.

6. Each intending bidder should produce a certificate issued by the District Magistrate Concerned to prove his permanent address and attesting his signature and photo. Those who fail to produce the identity certificate will not be allowed to participate in the auction. Each intending bidder must deposit before being permitted to bid an earnest money deposit of Rs.10,000/- (Rs.Ten thousand only) either in cash or as demand draft drawn in favour of the Forest Range Officer, Marayoor Range, Marayoor payable at the SBT, Munnar and should sign the sale notice in token of acceptance of all the conditions therein.

7. 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 purpose of bidding and deposits 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 authorizing him to bid on behalf of such other persons.

8. The earnest money deposit of the unsuccessful bidders will be returned after the auction is over on proper acknowledgement while that of the successful bidders will be adjusted towards part value of the sale amount due to be remitted by them. At the conclusion of the auction on the same day and on the spot the successful bidder should pay 1/3 of the total bid amount (less EMD) subject to a maximum soft Rs.50,000/- (Rupees Fifty thousand only) either in cash or as Demand Draft drawn in favour of the Forest range Officer, Marayoor payable at the SBT, Devicolam or Munnar, Kerala failing which the sale will be cancelled and the money already deposited forfeited to Government and the sandalwood resold at the risk and loss of defaulting bidder as specified in condition 9(1) of below.

9.(i) The balance purchase value, if the sale is confirmed in the names of the successful bidders shall be remitted by them either any of the Kerala Government Treasuries as per countersigned chalan issued by the Department or as Demand Draft in favour of Forest Range Officer, Marayoor range, Marayoor payable at the SBT, Munnar Kerala within 60 (Sixty) days of the date of dispatch of confirmation order. The produce will be released, if the demand draft for the balance amount is in the name of any of the

branches of a Nationalised Bank situated near the Sale Depot. If under any circumstances the drafts are..... refused by the bank, the bidder who has produced the said draft will be treated as defaulter and action will be taken as per provision of the sale condition. In the case of failure of remittance of the balance value within the specified period, a further period of 30 days for remittance of the value with penal interest at 18% per annum will be allowed at the discretion of the Divisional Forest Officer, Munnar. For this purpose any overdue period of a single day will be deemed as one month. If the bidders fail to remit the balance value even within the extended period a further period of a 30 days for remittance of the value with penal interest at 24% per annum and 2.5% surcharge will be allowed at the discretion of the Conservator of Forests, High Range Circle, Kottayam. If the bidders fail to remit the balance value within the extended period the Divisional Forest Officer will arrange to conduct a re-auction at the risk and loss of the defaulter at the expiry of 105 days of intimation of confirmation order of the original auction. If all dues are not remitted within 120 days from the date of dispatch of confirmation order the sale will be cancelled and registered notice with 15 days currency will be issued to the bidder and the produce sold at the risk and loss of the defaulter. If the defaulter remits all dues seven days prior to the proposed date of auction he will be allowed to remove the produce subject to realization of penal interest 24% and 2.5% surcharge and ground rent due and all expenses incurred for the re-sale. If the re-auction materializes the defaulting bidder or his nominee will not be permitted to participate in resale and he shall in case of such resale be liable to make good to Government the loss caused in the resale but shall not be entitled to the gain, if any resulting therefrom. Part removals of wood will be allowed and in such cases removal will be only after recovering the full sale value of such lot/lots. In such cases the 1/3 value already paid on the date of sale will be kept back as security and will be credited towards the value of the lots in the last consignment. But such part payment will not be accepted after the grace period specified above for complete payment. The part value remitted on the date of auction will be retained for final adjustment and timber released on split chalan or Rs.20,000/- for all amounts of above Rs.20,000/-. Even though split chalan facility is available, part release would be limited to value limits based on lots.

9(ii) Such of the bidders who intend to participate in the sale of only sandalwood firewood (Sapwood chips fit for firewood only) need deposit only an amount of Rs.500/- (Five hundred only) as EMD against Rs.10,000/- mentioned in clause 6 above and after the sale the successful bidder need remit only Rs.20,000/- (Rupees twenty thousand or one third bid amount whichever is less against 1/3 bid amount of Rs.50,000(fifty thousand) maintained on clause 8 above. These remittances should be in cash only.

(iii)The full sales tax due as per rules in force at the time of confirmation of the sale should be remitted along with 1st remittance of balance value.

(iv) Defaulters will be liable to be personally back listed.

10. Each purchaser, immediately a lot is knocked down to him should put his signature with name at the foot of the auction register in the column provided for the purpose and such signature will be held as an admission on his part of his becoming the highest bidder for that the particular lot and having accepted the classification value and conditions of the sale notification.

11. The delivery will be in full lots at a time and no lot will be delivered in portions.

12. Delivery of the sold produce will be allowed only on realization of the value and sales tax as specified in condition 9(i) above. Removal shall be completed within 60 (Sixty) days from the date of dispatch of the confirmation order to the successful bidder. On realization of the full sale value of the lots/entire quantity, the wood purchased will be weighed in the presence of the purchaser or his duly authorized agent and quantity handed over to him at the depot. The purchaser should take delivery of the wood so weighed and handed over and acknowledge receipt of the same at the Depot. Removal will be done under cover of the permit in prescribed form issued by the Dept. Refund of excess value if any remitted by the purchaser will be made by the department as per rules.

13. If removal of the produce fully paid for is not made within the time of 60(sixty) days referred to above, a further period upto six months will be allowed by the Divisional Forest Officer subject to recovery of ground rent at the rate noted below:

- a. For the first month Rs.20/- per MT or part thereof.
- b. For the second month Rs.40/- per MT or part thereof.
- c. For the third month Rs.80/- per MT or part thereof.
- d. For the remaining period @ Rs. 160/- MT or part thereof
For a month or fraction thereof.

Department will not be responsible for any shortage in weight due to driage after the grace period of sixty days, for this purpose. On the 60th day the weight will be taken and accounted and this weight will be final irrespective future driage and payment will be against such weights.

14. In case the wood etc. fully paid for is not removed within the grace period and within the two months extension referred to in condition 12 above such portion of the wood etc. that remains unremoved at the expiry of the period above such to will be resold at the purchaser's risk and loss. From the amount realized by the resale the ground rent and all expenses caused to Government, for conduct of the resale will be recouped and the balance if any paid to the defaulter as per rules and after observing the..... in case the amount so realized is ground rent and expenses of resale the from the defaulting bidder as laid down below.

15. Any amount due from the bidder purchaser under the terms of the sale notice will be treated as arrears of land revenue and will be recovered under the provisions of the R R Act in force from time to time. Divl. Forest Officer will take suitable other steps to recover the dues to Government, The produce purchased in the defaulters name, in any other depot will not be released to him and the Dept. will not be responsible for any loss resulting therefrom. Defaulters in previous auctions or their agents will not be permitted to take part in the auction. The purchaser is bound to obey any modification in the sale conditions resulting from the changes in Forest Act and Rules.

16. The purchasers when deputing their agents to take delivery must furnish each agent with a power of attorney, duly stamped and bearing the signature of the persons so deputed. A copy of the power of attorney must also be sent to the Divl. Forest Officer, Munnar by post with four specimen signatures of the agent. Failing this delivery may be refused pending verification in which case the delay will count against the purchaser.

17. No further cleaning and classification of sandal wood will be undertaken by the Forest Dept. nor will the purchasers be allowed to clean any wood previous to weighing. The classification, cleaning and weighing as determined by the Forest Department should be accepted by the bidder.

18. The person/firm in whose name the sale is confirmed is forbidden to resell the wood in turn or to make negotiation with any other persons for such sale till all dues are paid to piece of Govt. and wood taken delivery of and removed from the sandalwood dept premises.

19. No sandalwood shall be removed from the depot till a pass /licence to remove it signed by the officer of the Forest Dept. who delivered the wood has been obtained and till every piece of sandal wood that can be stamped bears the departmental sale hammer marked at both ends.

20. The Officer conducting the sale shall be at liberty to stop the sales at any time without giving any reason to the intending purchasers.

21. The total quantity of wood weighed out in the course of each day will be regarded as having been delivered to the purchaser in the depot premises at his risk and responsibility until removed by him.

22. The purchaser shall bear the cost of taking delivery of the sandalwood.

23. The purchaser should give atleast seven days notice of his intention to take delivery to the range officer, Marayoor supported by receipted chalans in token of payment. No delivery will be made on holidays.

24. Any supplementary conditions or modification that may be found necessary will be added and read out at the time of auction.

25. No guarantee can be given for the supply of Railway wagons for the removal of the sandalwood, etc. purchased. Purchasers will have to make their own arrangements.

26. Further particulars can be had on application to the Divisional Forest Officer, Munnar Division, Devicolam, P.O, Idukki District, Kerala State or to the Range Officer, Marayoor, Marayoor P.O., Idukki District, Kerala State.

27. A company or corporation which proposes to bid in the auction should provide the actual person(s) who is /are to bid with power of attorney to bid on behalf of the concern signed by all the Directors.

28. Petitions or post offers will not ordinarily be considered.

Sd/-
for Secretary to Government

/Copy/

for Chief Conservator of Forests