केंद्र शासित प्रदेश दादरा एव नगर हवेली एव दमन एव दीव,

U.T. Administration of Dadra & Nagar Haveli And Daman & Diu,

उप वन संरक्षक का कार्यालय,

Office of The Deputy Conservator of Forests, फोर्ट एरिया मोटी दमन/Fort Area, Moti Daman

Email: dcf-dmn-dd@nic.in / Ph.: 0260-2230978



No.RFO/DMN/07/2015-16/13 6

Dated:

13/06/2024

AUCTION NOTICE FOR SALE OF TIMBER / FIREWOOD

An open auction for round and roughly sawn timber (i.e. Teak and Firewood (mixed)) on "As is Where is Basis" will be held at Jampore Depot, Moti Daman of the Forest Department, Daman & Diu, Daman on 20-06-2024 at 09:00 am onwards (Till completion of Auction on following day).

The terms and conditions of the auction will be issued on the date of auction to the qualified bidders. The lots may be inspected by the bidders at the Jampore Depot, Moti Daman. The bidder shall have to deposit Rs. 2000/- for participation in auction before commencement of Auction.

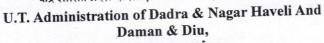
The undersigned reserves the right to withdraw any lot from auction or cancel the auction on or after auction without assigning any reason thereof.

Deputy Conservator of Forests / H.O (Forests),

Copy to,

- The Chief Conservator of Forest, DNH & DD for kind information please. 1.
- The Conservator of Forest, DNH & DD for kind information please.
- The Chief publicity Officer, Daman & Diu, Daman for wide publicity.
- The Assistant Conservator of Forests (T), DNH & DD with request to remain present to conduct auction please.
- The Range Forest Officer (T), Silvassa with request to bring it to the notice 5. of Saw Mills at Silvassa please.
- The Range Forest Officer Daman with request to bring it to the notice of Saw Mills at Daman please.
- The Accountant, DNH & DD with request to remain present to conduct 7. auction please.
- Copy to All Head of Officers, Daman & Diu, Daman for wide publicity.

केंद्र शासित प्रदेश दादरा एव नगर हवेली एव दमन एव दीव,



उप वन संरक्षक का कार्यालय.

Office of The Deputy Conservator of Forests, फोर्ट एरिया मोटी दमन/Fort Area, Moti Daman

Email: dcf-dmn-dd@nic.in / Ph.: 0260-2230978



No.RFO/DMN/07/2015-16/13 6

Dated 3 /02/2024

भवन एवं इमारती लकड़ी की बिक्री हेतु विज्ञापन

गोल और मोटे तौर पर काटी गई लकड़ी (यानी सागौन और जलाऊ लकड़ी (मिश्रित)) के लिए "जैसा है जहां है" के आधार पर वन विभाग, दमन और दीव, दमन के जामपोर डिपो, मोती दमन में 20/06/2024 को प्रातः 9:00 बजे से (अगले दिन नीलामी पूरी होने तक) खुली नीलामी आयोजित की जाएगी।

नीलामी के नियम और शर्तें योग्य बोलीदाताओं को नीलामी की तारीख पर जारी की जाएंगी। बोलीदाताओं द्वारा जम्पोर डिपो, मोती दमन में लॉट का निरीक्षण किया जा सकता है। बोली लगाने वाले को नीलामी शुरू होने से पहले नीलामी में भाग लेने के लिए रु.2000/- जमा करने होंगे।

अधोहस्ताक्षरी के पास बिना कोई कारण बताए नीलामी से किसी भी लॉट को वापस लेने या नीलामी के बाद या उसके बाद नीलामी रद्द करने का अधिकार सुरक्षित है।

નાયબ વન સંરક્ષકે / ઓ. વડા (વન)

<u>कॉपी</u>

- मुख्य वन संरक्षक, डीएनएच एवं डीडी कृपया सूचनार्थ।
- 2. वन संरक्षक, डीएनएच एवं डीडी कृपया जानकारी हेत्।
- 3. व्यापक प्रचार-प्रसार हेतु मुख्य प्रचार अधिकारी, दमन एवं दीव, दमन।
- 4. सहायक वन संरक्षक (टी), डीएनएच एवं डीडी को अनुरोध है कि कृपया नीलामी आयोजित करने के लिए उपस्थित रहें।
- 5. रेंज वन अधिकारी (टी), सिलवासा से अनुरोध है कि कृपया इसे सिलवासा की आरा मिलों के ध्यान में लाएँ।
- 6. रेंज वन अधिकारी दमन से अनुरोध है कि कृपया इसे दमन स्थित आरा मिलों के ध्यान में लाएँ।
- 7. लेखाकार, डीएनएच एवं डीडी से अनुरोध है कि कृपया नीलामी आयोजित करने के लिए उपस्थित रहें।
- 8. व्यापक प्रचार के लिए सभी प्रमुख अधिकारियों, दमन और दीव, दमन को प्रतिलिपि।

केंद्र शासित प्रदेश दादरा एव नगर हवेली एव दमन एव दीव,

U.T. Administration of Dadra & Nagar Haveli And Daman & Diu,

उप वन संरक्षक का कार्यालय,

Office of The Deputy Conservator of Forests, फोर्ट एरिया मोटी दमन/Fort Area, Moti Daman

Email: dcf-dmn-dd@nic.in / Ph.: 0260-2230978



No.RFO/DMN/07/2015-16/ 13 C

Dated: 13/06/2024

ઈમારતી અને જલાવ લાકડાના વેચાણ માટેની જાહેરાત

વન વિભાગ, જામપોર ડેપોટ, દમણખાતે તા.20/06/2024 ના રોજ સવારેના 09:00 am દરમ્યાન ગોળ તથા વહેરેલા ઈમારતી લાકડા જેવાકે સાગી/ઈજાયલી તેમજ જલાઉ અને અન્ય જાતીના, પંચકુટી જલાઉ જે તે હાલત માં છે તે જ હાલતમાં ખુલ્લી હરાજીથી વેચાણ કરવામાં આવશે.

વેયાણ આગેની શરતો હરાજીના દિવસે વાયી સંભળાવવામાં આવશે. વેયાણ માટે ના લોટ જોવા માટે વન વિભાગ, જામપોર ડેપોટ, દમણ ની મુલાકાત લઈ શાકાસે. હરાજીમાં ભાગ લેનાર <u>રુપિયા ૨,૦૦૦/-</u> ની ઇએમડી ભરીને હરાજીમાં ભાગ લઈ શકસે.

નીયે સહી કર્તાએ કોઈ પણ કારણ આપ્યા વિના હરાજીમાં મૂકેલા કોઈ પણ લોટની હરાજી અથવા તે દિવસ ની સંપૂર્ણ હરાજી રદ કરવામાં આવશે.

> નાયબ વન સંરક્ષક / ઓ. વડા (વન) દમણ

નકલ કરો.

- 1. મુખ્ય વન સંરક્ષક, DNH અને DD કૃપા કરીને માહિતી માટે.
- 2. વન સંરક્ષક, DNH અને DD કૃપા કરીને માહિતી માટે.
- 3. વ્યાપક પ્રયાર માટે મુખ્ય પ્રયાર અધિકારી, દમણ અને દીવ, દમણ.
- 4. મદદનીશ વન સંરક્ષક (T), DNH અને DD ને વિનંતી કરવામાં આવે છે કે કૃપા કરીને હરાજી કરવા માટે હાજર રહે.
- 5. રેન્જ ફોરેસ્ટ ઓફિસર (ટી), સિલવાસાને વિનંતી કરવામાં આવે છે કે કૃપા કરીને આ બાબત સિલવાસાની કરત મિલોના ધ્યાન પર લાવો.
- 6. રેન્જ ફોરેસ્ટ ઓફિસર દમણને વિનંતી કરવામાં આવે છે કે કૃપા કરીને દમણમાં આવેલી કરત મિલોને આ બાબતની જાણ કરો.
- 7. એકાઉન્ટન્ટ્સ, DNH અને DD ને વિનંતી કરવામાં આવે છે કે તેઓ કૃપા કરીને હરાજી કરવા માટે હાજર રહે.
- 8. વ્યાપક પ્રયાર માટે તમામ મુખ્ય અધિકારીઓ, દમણ અને દીવ, દમણને નકલ કરો.

Administration of, Dadra & Nagar Haveli, (U.T.), (Forest Department) Daman

Terms and Conditions for Sale of Timber/Firewood and other Forest <u>Produce in open auction Sealed Tender.</u>

1. Before participating in an open auction each intending bidder shall affix signature with date on a copy of the conditions for sale (on each page of the condition), as a token of acceptance of the condition of sale contained hereinafter and shall furnish full name and address of the company firm on whose behalf the participants are interested to bid. The name of the company and full postal address should be furnished in English, Hindi. In case of sale by sealed tender, the tender shall, sign each copy of the condition of sale and place in the sealed envelop along with offer. A person intending to bid on behalf of other person company firm, shall have to produce a power of attorney in this regards.

All correspondence made by this department to the furnished address shall be considered as correctly delivered notwithstanding any change in postal address, shall have to be intimated to the Deputy Conservator of Forests, Daman & Diu, Daman shall well in advance.

- 2. Sale of Timber Fire Wood other Forest Produce, shall be done on as is where-is-basis. The participants has to satisfy themselves about species, quantity, quality and measurement of timber firewood other forest produce placed for auction tender in the Forest Depot, viz-viz. The description furnished in lot list are approximate and not warranty or guarantee shall be provided by the Department.
- 3. Timber/Fire Wood/ Other Forest Produce to be sold will normal stacked in to lots of convenient size. Sale of these lots shall be conducted on whole lot basis (Timber/Firewood) or by units in weight measurement (other forest produce).
- A) When sold on whole lot basis, the principle of caveat emptor shall apply and no complaint will be entertained regarding species Quantity, Quality, Size, Number, Measurement and the weight. Once the auction has commenced.
- B) When the Forest produce is not sold on whole lot basis but by unit weight/measurement/No., the bids in such cases shall be for each No. of the unit/weight/measurement. The valuation of the produce shall be calculation on the basis of the actual weight of measurement or No.

4) The Dy. Conservator of Forests, Daman & Diu, Daman or any other officer duly authorized by him (hereinafter refered to superintendent the sale) shall have right to withdraw any lot or lots from auction or to combine two or more lots together and offer the same for sale as one lot or sub-divide any lot in two or more lots and offer for sale such sub-divided lots as separate lots.

He may accept or reject any bid offer or may stop sale or buy any bidder at any stage of auction from bidding without assigning any reason thereof. In case of sealed tender the DCF shall have the right to accept reject any/all offer without assigning any reason to the tenderer. No appeal against above action by the Deptt. shall be entertained.

- 5) Person intending to participate in open auction shall have to pay E.M.D. in cash as may be fixed from time to time and advertised in the leading dailies in respect of a particular auction at a particular depot. The right to accept or refuse E.M.D. in cash from any intending participants without assigning any reason thereof shall rest with the DCF and/or the officer superintending the sale and no appeal against such action shall be entertained.
- 6) The officers superintending the sale shall conduct the sale of any lot/lots in the following manner.

The sale shall be conducted by open public auction at the time & placed duly advertised in the news paper. Intending bonafide bidder shall shout their bid for the particular lot which shall be recorded by the officers superintending the sale in a bid sheet. At the fall of hammer the bid sheet will be signed by the officers superintending the sale, the highest bidder and two other bidders as witnesses.

- 7) The E.M.D. of any unsuccessful bidder will be returned at the close of the sale on production of a stamped receipt and the E.M.D. of the successful bidder shall be retained and adjusted at the time of final payment made by the purchaser or forfeited as hereinafter mentioned.
- 8) No bidder shall be permitted to retract the bid. In the even of dispute between the bidders, the dispute shall be decided by the officers superintending the sale and the lot or lots in question be reauctioned at his discretions. His decision in this respect shall be final and binding on all persons offering bids at the auction. The bids offered in any other manner except here to before mentioned shall not be considered.

- 9) The successful bidder shall have to pay 10 % of the bid amount at the close of bidding of the particulars lot and 25% of the bid amount within days from the date of confirmation of the offer. In case of default the E.M.D. along with 10% of bid amount and any other amount lying with the department shall forfeited & the offer made by the bidder shall be treated as cancelled automatically. No correspondence in this regards shall be entertained from the defaulter. In such cases the material shall be reauctioned at the risk and cost of the original bidder and in case there is any loss, accruing to the Govt., it shall be recovered from him. Vice-versa shall not, however, be applicable.
- 10). (A) The remaining 65% of the bid amount shall have to be paid by the bidder within 60 days from the date of confirmation of the offer or prior to lifting of material whichever is earlier. Failure to deposit the amount within stipulated time limit (period) shall result in automatic cancellation of the offer for which no notice shall be issued and the whatsoever amount deposited shall be forfeited. All such materials will be thereafter be reauctioned at the risk and cost of the original bidder and in case there is any loss on this account, the amount such loss together with interest and other expenses shall be recovered from the original bidder. Vice versa shall, however, not be applicable.
- (B) In case of unforeseen circumstances where the bidder is unable to credit the amount within the stipulated period, the D.C.F., Daman & Diu, Daman, at his discretion may grant extension of not more than 30days beyond the stipulated time limit. On the basis of formal written request in English showing reasons for default in payment. The written request should be received in the office of the D.C.F. before the expiry of the stipulated period. In case of permission granted

by the D.C.F., the bidder has to pay interest at the prevailing bank rate on the amount paid after expiry of the stipulated period. In case the bidder still fails to pay the full amount within extended time limit, action as per the condition/clause No.10 (a) shall be taken.

- 11) The sold materials shall not be allowed to be transferred in the name of any other person/persons/company/firm/institution except in exceptional cases. The D.C.F., However, may at his discretion permit such transfer on payment of 1 %(one percent) or big amount subject to minimum of Rs.100/.
- 12) The possession of the materials shall be given to the purchaser only after payment of full bid amount of all lots as specified in bid acceptance confirmation letter along with interest, ground rent, income tax, sales tax, and/or any other dues payable by the purchaser. In no case a purchaser shall be permitted to make payment in part either in respect of a lot or all the lots for which the offer of the purchaser has been accepted and intimated to the purchaser by the department.

- 13) The responsibility of safe custody of purchased materials shall be held by the department for a period of 120 days from the date of acceptance of the offer. The department shall not be responsible beyond this period for any damage/theft/loss due to any cause of factor whatsoever.
- 14) (A) The successful bidder whose offer has been accepted and who has been duly informed about the acceptance of offer through sale confirmation letter from the department shall have to lift the materials within 120 days from the date of confirmation of the sale from the concerned depot. In case when the auction is held between 1st June & 30th September, period for lifting the materials shall be 120 days from the date of confirmation of sale or 30th November whichever is later
- (B) In unforeseen unavoidable circumstances the D.C.F. at his discretion may grant extension for further 60days on payment of ground rent at the rate of Rs.25/- per Culm per calendar week or part thereof.
- (C) In every exceptional cases the Secretary(Forests) shall have the discretion to grant further extension beyond the limit prescribed in clause 14(b) subject to payment of 10% of the bid amount in addition to the ground rent. In no case, however, the total period of extension shall exceed 90 days.
- (D) On expiry of time limit mentioned in clause No.14(c), the bidder shall have no right on the materials for which the bid was accepted and in case of any loss arising out of failure of the bidder to lift the material within the stipulated period including extended time limit. The same shall be recovered from the bidder. Vice-versa shall not, however, be applicable.
- of money becomes recoverable from or payable by the purchaser Govt. shall without prejudice to any other remedy shall be entitled to deduct the amount from the proceeds of resale and or to appropriate the security deposit belong in whole or part and in the event of the security deposit being insufficient, the balance may be deducted from any sum due at that time or which any time thereafter may become due to the purchaser under this or any other contract or dealing with the Govt. and if the same is still not sufficient the purchaser shall pay the balance to the Govt. on demand. On failure to pay the same on demand as aforesaid the Govt. shall be entitled to recover the same as arrears of land revenue under section 82 of the Indian Forest Act 1927.
- 16) The purchaser shall make good the damages which may be caused to any Govt. property or of any person by any act or default of the purchaser or his agents and servants, in connection removal of any of the goods, provided that the Govt. may at its own discretion may do such damage % charge the purchaser with the expenses thereof, which the purchaser shall be bound to pay on demand.

The liabilities of the purchaser shall accrue to the successor, legal heir and persons holding power of attorney of the purchaser at any particular time of reference.

- 17) The goods in the Govt. Depot shall be and remain in every respect at the risk of the purchaser from the date of confirmation of sale and the Govt. shall not be under any liability for the said custody or preservation or production of the goods from such date. On and from the date of sale confirmation any loss or damage to the goods howsoever caused shall be borne by the purchaser who shall make his own arrangements for the protection of the goods. The Govt. shall however, have lien on such goods until full payment as per the terms and conditions mentioned here before has been realized from the purchaser.
- 18) Should any sales tax, octroi duty, terminal tax, or any other tax duty shall become payable on the purchase of goods. The same should be the liability of the purchaser & in the event such claim being made by the Govt. The purchaser could not be entitled to remove the goods unless he has paid such duty or tax.
- 19) All payment towards purchase can be made through chalan in the subtreasury. Payment by cheque shall not be deemed as payment until the cheque is honored by the bank and its contents credited in favor of the Dy. Conservator of Daman & Diu, Daman.
- 20) All disputes and differences arising out of or in any manner touching or concerning this condition of sale (except those the decision where of is otherwise hereinbefore expressly provided for) shall be referred to the sole Arbitration of the Administrator, Daman & Diu or in case his designation is changed or is of abolished. The sole arbitration of the office though for the time being is entrusted whether or not in addition to other functions of the function of the Administrator, Daman & Diu by whatever designation such officer may be called (hereinafter) referred to as "the said officer"), and if the Administrator, Daman & Diu, or the said officer is unable or unwilling to act to the sold arbitration of some other person appointed by the Administration, Daman & Diu. There will be no objection to any such appointment that the arbitrator so appointed is a Govt. duties the Govt. servant has expressed views in all or any of the matter in disputes or difference the decision of the arbitrator shall be final and binding on the purchaser.

Deputy Conservator of Forests / H.O (Forests),
Daman