

TERMS AND CONDITIONS OF THE TENDER FOR SALE F LOGS 2017 – LEESH RIVER TEA GARDEN.

1. The Garden Manager reserves the right of withdrawal of the proposal for sale of logs from tender before execution of the Contract. He is not bound to assign any reason for acceptance or rejection of any offer.
2. The intending purchasers must provide copy of valid PAN Card, duly self attested along with the tender for identification.
3. Tender must be submitted after prior visit to the Garden site to verify and satisfy the species and volume. No claim for variation of measurement/species will be entertained after the start of the process.
4. Sealed Tender papers to be accompanied by Earnest Money Deposit (EMD) by Bank Draft/Pay Order only, drawn on any schedule Bank payable at Kolkata in favour of "Goodricke Group Ltd." at the time of depositing the tender. in following manner:
 - a. Total volume of logs offered < 10000 cft = Rs. 1,00,000/-
 - b. Total volume of logs from 10000 cft and above = Rs.1,50,000/-
 - c. Any person who had participated in past tender process of sale of logs and have not honoured a contract(s) in any manner or is a defaulter in respect of payment of any dues will have to deposit double the amount of the specified earnest money.
 - d. The Earnest Money deposited is refundable deposit without interest and will be released to the unsuccessful tenderers on receipt of application from them within a period of 10 weeks.
 - e. EMD of successful tenderers will be adjusted towards the interest free security deposit payable at the time of execution of Contract.
5. Security Deposit & Advance: The successful bidder(s) should must deposit 25% of sale value of logs at the time of execution of the Agreement along with an advance of 25% of the total value of logs will have to be deposited as interest free security deposit with the Company. Such deposit shall remain with the Company till the entire sale is completed and final clearances are given by all concerned Govt. Departments.

6. Failure to deposit the Security deposit along with advance of 25% of value of the logs at the time of execution of the Agreement may render the offer liable to be cancelled and the EMD shall be liable to be forfeited.
7. The purchasers shall quote purchase value on LUMP SUM basis gardenwise for the specified area on AS IS WHERE IS BASIS, based on his inspection.
8. Balance 75% value of the logs has to be paid prior to undertaking any lifting of logs from the concerned Tea Garden. All payments should be paid by Bank Draft drawn on any schedule Bank payable at Kolkata in favour of "Goodricke Group Ltd.". All payments should be forwarded to HO through the Garden Manager. All Taxes as applicable and payable must be sent to HO for deposit at Kolkata only.
9. The Purchaser shall be entirely responsible for obtaining all kinds of requisite Govt Clearances and for payment of all statutory liabilities e.g., duties, taxes, levi, transit pass etc.
10. The Purchaser shall submit a weekly report to the respective Garden Manager on the number of logs cut, lifted etc and any other relevant particulars that may be deemed necessary.
11. The Purchaser shall be duty bound to abide by any other conditions that may become applicable due to changes in the Govt. Rules/Notifications.
12. The shade trees marked for the process shall have to be felled(without damaging other property), lifted and carried outside the Garden premises by the purchaser within 15th February of 2017 . Failure in doing so will result in forfeiture of the entire amount received without any recourse. Such timber will be liable to be retained by Goodricke Group Limited, and may be sold/disposed of in the manner as deemed fit by the Company without any limitations.
13. The purchaser shall have to abide by the provisions of the Indian Forest Act, 1927 with all amendments & West Bengal Forest Produce Transit Rules, 1959 and other applicable statutes while carrying the timber.
14. The purchaser may engage his agent to lift and carry the logs purchased by him. In such case the purchaser should issue a formal letter of authority to be approved by the concerned Garden Manager & such letter of authority must declare that the purchaser shall be held responsible for any irregularities committed by his agent. The Company however reserves the right to accept or reject such authorization.
15. If the purchaser fails to observe any condition contained in the agreement, it will be lawful for the undersigned to give a notice in writing to the purchaser to terminate the agreement unless the same is

terminated due to expiry of time and to forfeit the security deposit of the logs in whole or in part and to recover from the purchaser such loss as may accrue to the Company for such termination of the agreement. In addition to forfeiture of the security money, the purchaser shall be liable to be declared as defaulter and liable to be debarred from participating in future auction/tender.

16. For lifting of timber, vehicles will be permitted to enter into the concerned Gardens of this Company from 10.00 am to 1.00 pm on working days only. Lifting must be completed before 4.30 pm. of the same day. Under no circumstances lifting will be allowed on Holidays.
17. Timber Merchants being an individual or any other entity, who have entered into disputes/litigation with the Company in the past are barred from the tender process.
18. Timber Merchants entering into contract for sale of logs shall be solely responsible for execution thereof in its entirety all through till its completion. No other party shall be recognised in respect of the contract.
19. The terms & conditions of the sale notice mentioned herein above shall be deemed to be a part of the agreement which shall have to be executed by the purchaser after confirmation of the sale of logs.
20. All deadlines stated are to be strictly met; time is the essence of the Contract.

Goodricke Group Limited