

**TENDER FOR SALE OF LOGS / TREES – 2023**  
**IN AIBHEEL T.G. & GANDRAPARA T.G.**

**TERMS & CONDITIONS :-**

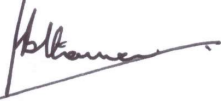
1. The Garden Manager reserves the right to withdraw the proposal for sale of logs / trees of his garden through the tender process. He is not bound to give any reason for the same.
2. Participants in the tender process must provide copies of their valid PAN Cards, self-attested, with the tender, for identification.
3. The tender is to be submitted only after a visit to the Garden site to inspect, assess and verify the species and volume of timber. No claim for variation of measurement / species will be entertained after the start of the process.
4. At the time of submitting the tender, the party would require to furnish an Earnest Money Deposit (EMD) in a Bank Draft / Pay Order only, drawn on any Schedule Bank, payable at Kolkata in favour of "Goodricke Group Limited". Details pertaining to EMD are stated below :
  - a. Total volume of timber offered 10000 cft. – Rs. 100000/-
  - b. Total volume of timber 10000 cft. And above – Rs. 150000/-
  - c. Any person(s) who had not honoured the Contract for Sale of Logs in any manner in the past or were defaulters in respect of payment of any dues would require to deposit double the amount of the earnest money specified.
  - d. The Earnest Money deposited is refundable in full. It will be returned to the unsuccessful bidders within a period of 10 weeks after receipt of an application from them.
  - e. The EMD of the successful bidders will be adjusted with the interest-free security deposit payable by them at the time of execution of the Contract.
5. Security Deposit & Advance : The successful bidder(s) must deposit 25% of the total sale value of logs as an interest-free Security Deposit, and also an advance, amounting to another 25% of the value of logs, with the Company at the time of execution of the Agreement. These deposits shall remain with the Company till the sale is completed and the final clearances given by the Government Departments concerned.

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6. Failure to furnish the above at the time of execution of the Agreement may render the offer liable for cancellation and the EMD liable to be forfeited.
7. The Purchaser shall quote the Sale Value of logs on Lumpsum basis, based on their inspection, and the list of measurement of trees. The minimum lumpsum value for Aibheel = Rs. 1,11,25,000/- for 89 Trees (As per list received from Aibheel) and for Gandrapara = Rs. 4,51,25,000/- for 361 Trees (As per list received from Gandrapara).
8. The balance value of the logs has to be paid before undertaking any lifting from the garden. All payments should be made by Demand Drafts, 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. The amount of Sales Tax / VAT payable should be sent to HO for deposit at Kolkata only.
9. The Purchaser shall be solely responsible for obtaining the requisite Government Clearances and payment of all statutory liabilities e.g. duties, taxes, levies, transit pass charges and so on.
10. The Purchaser shall submit a weekly report to the Garden Manager stating the number of logs made and lifted and other relevant details.
11. The Purchaser shall be duty-bound to comply with any other terms and conditions applicable because of changes in the Government Rules / Notifications.
12. All the shade trees marked for the process shall have to be felled without damaging any other properties, and the timber obtained there from lifted and carried outside the Garden premises by the purchaser latest by the 31<sup>st</sup> of October, 2023. Failure in doing so will result in forfeiture of the entire amount received by the garden without any recourse. Such timber will be liable to be retained by Goodricke Group Limited, and may be sold / disposed of in a manner 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 its amendments, the West Bengal Forest Produce Transit Rules, 1959, and the other statutes applicable to transportation of timber.
14. The Purchaser may engage his agent to lift and carry the logs for which he will have to issue a formal letter of authority. The same is to be approved of by the Garden Manager concerned and must also state that the Purchase shall be held solely 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 Terms and Conditions contained in the Agreement, it shall be lawful for the undersigned to give a notice in writing to the Purchaser to terminate the Agreement, forfeit the security deposit of the logs in whole or in part and recover from the purchaser losses accruing to the Company by termination of the agreement. The Purchaser shall also be liable to be declared as a defaulter and debarred from participating in future auction / tender of timber.
16. For lifting of timber, the vehicles will be permitted to enter the tea gardens from 10.00 am to 1.00 pm on working days only. Lifting must be completed by 4.30 pm on the same day. Under no circumstances will lifting be allowed on holidays.
17. Timber Merchants, whether individuals or any other entities, who have entered into disputes / litigation with the Company in the past, still unresolved, are barred from the tender process.
18. Timber Merchants entering into the Contract for Sale of Logs shall be solely responsible for execution thereof in its entirety. No other party shall be recognized in respect of the contract.
19. The Terms and Conditions of the Tender Notice as published in the newspapers are to be complied with by the Purchaser to be eligible to bid for the Tender.
20. All deadlines stated are to be strictly met as time is the essence of the Contract.

**GOODRICKE GROUP LIMITED**



**MANAGING DIRECTOR**

17/7/23