

**THE TERMS & CONDITIONS INCLUDING THE E-AUCTION SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E- AUCTION. INCASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.**

**CLICK FOR GTC CLICK FOR BSTC**

With the implementation of Goods & Services Tax (GST) w.e.f 01<sup>st</sup> July 2017 in India, VAT / Sales Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order/ invoice etc wherever GST Registration Number is not submitted.

**PREBID EMD AS MENTIONED BELOW HAVE TO BE DEPOSITED TO PARTICIPATE AGAINST THE LOTS: PREBID EMD Rs. 25,000/- .The prebid EMD amount needs to be paid by the participating buyers to KFDC by means of NEFT/RTGS/Online Payment.** The Bank details are as follows; Bank Name : State Bank of India Branch : Kottayam Town (70102) A/c No : 67391586884 IFS Code : SBIN0070102. The BUYER REGISTRATION NO. AND THE LOT NO./NOS. have to be mentioned while paying the pre-bid EMD. Only the registered customers who will submit the pre bid EMD within the aforesaid period will be able to participate against the above mentioned lot/s in this e-auction. If the sale value of bid material is not paid within the specified time period against any of the bid lot by the H1 bidder, the EMD will be forfeited. However, pre bid EMD of the unsuccessful bidders would be generally refunded / returned by KFDC after closure of the e-Auction with same instrument. No interest is payable on the pre bid EMD and SD. The volume of the timber/ lops & tops indicated is approximate only. All the applicable taxes/duties/levies as notified by Government of India or any of the State Governments of India prevailing on the date of delivery shall be payable by the successful bidder.

1. KERALA FOREST DEVELOPMENT CORPORATION LIMITED having its Head Office at Karappuzha, Kottayam, the owner / seller, will be hereinafter referred to as PRINCIPAL and MSTC Ltd., the Selling Agent of the PRINCIPAL will be hereinafter referred to as MSTC. Wherever the words Buyer, Purchaser, Successful Bidder are indicated, it will be referred to as Successful Bidder.
2. VALIDITY OF BIDS : All bids will be valid for acceptance by MSTC for a period of 30 (Thirty) days from the date of closing of e-Auction (excluding the date of closing of e-Auction). In case the 30<sup>th</sup> day falls on a holiday or remains closed for MSTC/PRINCIPAL, such bids will be deemed to be

automatically extended to be valid upto the next working day of MSTC/PRINCIPAL.

3. INSPECTION: The intending bidder or his authorized representative may inspect the plantation as per the schedule mentioned above, between 10.00 am to 5:00 pm on any working day at the location specified against the lots/plantations with the prior permission from the respective contact person.(Name, Designation, Contact Number)
4. CONDITIONS OF GOODS: Intending bidders shall quote rate for one stacked tonne of Eucalyptus wood for a minimum of 1 plantation/plantation bit. The rates shall be quoted for the following categories
  - a. Eucalyptus wood of and above 30cm girth over bark at thicker or thinner end in stacked tonne of 2M<sup>3</sup>.
  - b. Eucalyptus lops and tops of below 30 cm girth over bark at thicker end and 18 cm girth over bark at thinner end in stacked tonne of 2 M<sup>3</sup> . *The rate of lops & tops be automatically taken as the 10% of bid amount quoted for wood category.*

In case, if the Purchaser wishes to transport the Eucalyptus wood and /or the Eucalyptus lops and tops without bark then a measurement of 3 cm each will be reduced from the above mentioned over bark girths to arrive at the corresponding under bark girth viz 30 cm girth over bark corresponds to 27 cm girth under bark and 18 cm girth over bark corresponds to 15 cm girth under bark. The quoted rates for stacked tonne of Eucalyptus wood and lops & tops with bark will be multiplied by 1.22 to arrive at the corresponding rates for stacked tonne without bark.

“ Unit “ of plantation means a plantation/plantation bit of Eucalyptus planted in a particular year and having definite area and boundaries separated from other plantations/plantation bits.

The Bidder shall quote the price for one stacked tonne with bark. One “stacked tonne” means a stack with volume of 2 M<sup>3</sup> and stack size of 1m billet length x 1M height x 2M stack length. One stacked tonne without bark shall be considered as 1.22 stacked tonne with bark, and the price for stacked tonne without bark shall be calculated accordingly.

Bidders are advised to quote their rates only after inspection of items at site. But neither the sale could be invalidated nor the bidder can make any

claim/compensation whatsoever on account of any defect in description, deficiency in the quantity and quality. Notwithstanding anything contained in the e-Auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on as is where basis is only. PRINCIPAL/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of caveat emptor (let the buyer be aware) will apply. No complaint will be entertained after sale.

5. Conditional offers will not be accepted/ entertained.
6. Plantations will be sold in as is where condition is and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description, if any.
7. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer PRINCIPAL/MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lot as put up for sale, subject to change by nature's wear and tear, will be affected by the company. No complaint regarding quality/quantity or mis description for the materials sold will be entertained once the bid has been accepted.
8. GST: GST as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this e-Auction shall be payable by the successful bidders directly to Principal at the time of taking delivery of materials. The present rate of GST applicable is indicated in this e-Auction list. All revision of taxes or conditions stipulated by the Government from time to time will be applicable to this auction also. The successful bidder will be solely responsible for the discharge of all such taxes / levies chargeable from time to time by the Government as applicable.
9. TAX COLLECTED AT SOURCE: Income tax as applicable.
10. The H1 bid value will be the rate quoted for wood. 10% of H1 bid value will be automatically taken as the value quoted for lops & tops. In addition to this the Purchaser has to pay all applicable taxes imposed time to time by competent authority .

11. **ISSUANCE OF SALE INTIMATION LETTER:** Wherever the Highest Bid (H-1 Bid) is acceptable on confirmed basis or 'Subject to Approval' (STA) basis, depending upon the Reserve Price fixed by the PRINCIPAL immediately on closing of the e- auction, Sale Intimation Letter will be issued automatically by e-mail to the respective Highest Bidder informing him whether his bid has been accepted on confirmed basis or STA basis. Bidders must, therefore, keep a watch on their incoming e-mail in this regard. PRINCIPAL has the power to accept or reject any highest bid, accepted on STA basis, without citing any reason. The decisions towards acceptance or rejection will be intimated by e-mail to the respective bidder.
12. **ISSUANCE OF SALE ORDER & PAYMENT SCHEDULE:** The acceptance of bid is subject to confirmation by the Managing Director, Kerala Forest Development Corporation Ltd., who may confirm or reject any bid, including the highest tender, without assigning any reasons thereof. His/her decision in this respect shall be final. Sale Confirmation Order will be issued for the accepted lots/units within a reasonable time from the closure of e-auction and the same will be communicated by e-mail.
13. **EXECUTION OF AGREEMENT.** The successful bidder shall execute an agreement incorporating the conditions given in the terms and conditions, within 14 (Fourteen) days from the date of issue of Sale Order. The terms and conditions of agreement with the purchaser shall be as specified in the Terms and Conditions of Agreement attached herewith. The Managing Director or any other officer authorized by him shall be the authority competent to enter into agreement with the purchaser on behalf of the Kerala Forest Development Corporation Ltd. The agreement shall be executed on a non-judicial stamp paper of value Rs 200/- or at the value of the higher rate stipulated under the Kerala Stamp Act. All the costs of stamp, etc., necessary for execution of agreement shall be borne by the Purchaser. Deficit payment of stamp value if any, found at a later date is liable for recovery from the Purchaser. The Kerala Forest Development Corporation Ltd. shall not be the party in whatsoever manner with regard to the deficit payment of stamp duty if any, occasioned and the Purchaser is solely liable for payment of differential amount/value thereof. Failure to remit the amount and execute the agreement in time will result in the forfeiture of the EMD and cancellation of orders accepting the offer.

14. SECURITY DEPOSIT. At the time of entering in to agreement the successful bidder shall deposit an amount equal to 3% of the sale value (Amount quoted x estimated quantity as in the schedule annexed) by NEFT/RTGS. Failure to pay the Security Deposit and execution of Agreement will entail cancellation of the Confirmation Orders and forfeiture of amounts already paid. Re-auction will be called for at the discretion of the Managing Director, at the risk and loss of the Purchaser The sale value including GST and other taxes, Govt. levies as applicable and regeneration charges, at the time of sale must be paid by the successful buyer directly to KFDC through NEFT/RTGS/online payment only. The Bank details are as follows; Bank Name : State Bank of India Branch : Kottayam Town (70102) A/c No : 67391586884 IFS Code : SBIN0070102. If the successful bidder fails to enter in to agreement or to remit the amount within the stipulated time, the item will be sold at his risk and loss and the difference in amount between the highest bid amount and the sale value realized on resale will be recovered from the highest bidder as per government rules for such recovery.
15. Bidders are not allowed to refrain from their offer by raising any claims, after commencement of the work/execution of agreement.
16. PURCHASER RESPONSIBLE FOR RECEIVING NOTICES FOR PAYMENT:  
The buyer shall make his own arrangements to receive the notice/Invoices for payments and other communications in person or through his authorized agent and shall furnish the correct postal address and email address at which notices and other communications can be sent. If the same are received back un-served or undelivered, it will be construed that such notices or communications are deemed to have been served on the purchaser.
17. The loss suffered by the company on account of resale at the risk and loss of the successful bidder unless made good within fifteen (15) days from the date of dispatch of notice of demand by registered post, may be recovered from him as arrears of Land Revenue under Revenue Recovery Act (RR Act) or provision of any law for the time being in force. The bidder however shall not be entitled to any profit that may accrue to the Corporation on such subsequent disposal. The loss shall be calculated as per the following formula:  $L = OBV - BVR$  Where L is loss, OBV is Original Bid Value and BVR is Bid Value in Re-auction. The amount of loss will carry interest @ 24 percent also.
18. No delivery of materials will be given on Sundays and closed holidays observed by PRINCIPAL. The material will be delivered only to the

successful bidder or their authorized representatives against presentation of e-Auction Identity Card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall produce suitable Power of Attorney or authorization letter duly attested by a Notary Public authorizing his representative or agent to lift the materials from PRINCIPAL.

19. PRINCIPAL/MSTC reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this e-Auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material if paid for, shall be refundable. PRINCIPAL/MSTC shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the e-Auction sale.
20. FORCE MAJEURE : PRINCIPAL/MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of God, natural calamity, theft, untoward fire incidents or other causes of other contingencies whatsoever happened to the trees after e-auction. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.
21. CONDUCT DURING DELIVERY: Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within PRINCIPAL'S premises. If any damage is caused to the KFDC's property, the buyer is responsible to make good such damage to the satisfaction of PRINCIPAL and the decision of PRINCIPAL in this regard shall be final and binding.
22. ACCIDENTS ETC. TO BUYER / BUYER'S LABOURER: PRINCIPAL/MSTC will not at any point of time be responsible for any injuries caused due to accident within the plantation/ premises or at the place of work and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for the extraction and removal of the trees.

23. BLACKLISTING: If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the e-Auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder are liable to be blacklisted and appropriate action will be taken as deemed fit by PRINCIPAL/MSTC.
24. In the event of any dispute in connection with this sale, the decision of PRINCIPAL/MSTC shall be final and binding on the parties to the e-Auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment of delivery, bidders shall agree and abide by the decision of PRINCIPAL/MSTC.
25. The loading of material at the time of delivery is the sole responsibility of the purchaser using his own labourer. The purchaser shall bring their own vehicles, bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, loading and unloading workers, under supervision of authorized official of PRINCIPAL. Any issues related to the purchaser's labourers/loading and unloading workers have to be taken care of by the purchaser.
26. No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.
27. In the event of any disputes or differences arising in connection with the contract, the decision of Managing Director, KERALA FOREST DEVELOPMENT CORPORATION LTD, Kottayam shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of Kottayam only.
28. If any foreign materials are found to be mixed in the lot, other than the items included in the e-Auction catalogue, Sale Order (sale order), the company reserves the right to remove the same at the time of delivery.
29. The terms and conditions are supplementary to the remedy available under the law.
30. Any auctioned materials shall not be sold or parted with to any of the employees of PRINCIPAL/MSTC.
31. The purchaser should ensure that Sales/Customs/Road Transport office/Forest/Revenue and all other statutory formalities as required are

complied with wherever necessary and expenses including tax/insurance charges etc. should be borne by the purchaser.

**Terms and Conditions of Agreement**

1. PURCHASER shall extract all Eucalyptus trees from plantations allotted and retain all other trees. The cost of extraction is to be borne by the Purchaser.
2. a. This contract shall be in force till 31.03.2023 or six months from the date of the agreement whichever is earlier or such other extended period as per terms of this Agreement.
- b. The price of Eucalyptus wood and lops & tops payable by PURCHASER shall be as follows.

Price of Eucalyptus Wood and Lops & Tops per stacked tonne	
With Bark	Without Bark
Bid amount + Additional Price Rs 38.52 + 5% Regeneration Charges + 18% GST + 2.5% TCS (If applicable)	Bid amount for stacked tonne with bark x 1.22+ Additional Price Rs 47 +5% Regeneration Charges + 18% GST +2.5% TCS (If applicable)

KFDC reserves the right to refrain from permitting harvesting and removal of pulpwood from any particular plantation or unit, fully or partly thereof, depending upon the Administrative and Operational exigencies and in the interest of the Corporation notwithstanding such unit is allotted and agreed to be supplied to the Purchaser

3. **Security Deposit:**  
The Security Deposit 3% of the estimated sale value (Amount quoted x estimated quantity is to be retained as Security Deposit for fulfillment of the contract entered.

4. **Validity of Contract Period**



This contract shall be in force till **31.03.2023** or any other extended period as per terms of this Agreement. In case transportation extends beyond the above period, the Agreement shall be extended till such time as decided by the Managing Director, for valid reasons and after imposition of penalty as per Agreement conditions and the sale value of such material collected and transported during the extended period will be invoiced at the revised rate whichever is higher as notified by the Government of Kerala Forest Produce(Fixation of Selling Price) Act 1978 (29 of 1978) for that financial year.

**5. Payment of Advance Sale Amount.**

a) The EMD deposited at the time of the e-auction is treated as Advance Sale Amount and the same will be adjusted against the final invoice.

b) **All payments above Rs 10,000/- in respect of this contract shall be made by Demand Draft** favoring the Managing Director, KFDC, payable at any Nationalized Bank in Kottayam or through RTGS / NEFT to KFDC Head Office Account or the Managing Director's Accounts in the respective Division Offices. **Payments up to Rs 10,000/- can be remitted in cash.**

KFDC Bank Account No. SBI SB Account No. 67391586884, IFS Code: SBIN0070102, Kottayam Town Branch (70102).

b) No interest is payable on these amounts by KFDC.

**6. Recovery of Dues from Security Deposit and Advance Sale Amount.**

All amounts due, if not paid on the due date shall be adjusted from the Security Deposit and the Advance Sale Amount paid by the Purchaser. The Security Deposit and such other amounts remaining with KFDC is liable to be forfeited if the Purchaser fails to abide by the terms of the Agreement.

**7. Refund of Security Deposit and the balance of Advance Sale Amount.**

The Security Deposit and the balance of the Advance Sale Amount, as the case may be, will be refunded to the PURCHASER at the end of the

transaction only after the Corporation is satisfied that all the obligations and formalities under the Agreement have been duly complied with by the Purchaser, and that no amount is due from the Purchaser.

**8. Intimation of Final Destination - Intermediate Depots:**

The Purchaser shall declare the Final destination of the Produce extracted under this Agreement. In case of any deviation or if the Purchaser wants to stock the same at intermediate depot/s he shall furnish the details of the same to the KFDC.

**9. Transfer of Agreement:**

The Purchaser will not assign and / or transfer the allotted plantations to any other person or party.

**10. Minimum girth of the produce to be extracted: -**

The Purchaser shall extract the lops & tops down to 15 cms. girth under bark (18 cm girth over bark) at thinner end.

**11. General Rules to be observed during extraction**

- a) Purchaser shall not enter or send their men into the area assigned for extraction of Produce without obtaining a license from the Divisional Manager of KFDC having jurisdiction over the area (hereinafter referred to as Divisional Manager) and without duly taking over the area from the Manager of KFDC having jurisdiction over the area (hereinafter referred to as the Manager) with a surveyed sketch, showing blocks & sub blocks therein.
- b) Purchaser shall be fully responsible for all the acts or commissions & omissions of themselves, their agents and of all the persons authorized or employed by them to cut, collect, store & transport the Produce under this contract.
- c) The Purchaser shall keep the boundaries of the contract area well cleared of undergrowth and shrub to a width of 2 meters and keep the cairns and boundary stones intact. If the Purchaser fails to do so, the work of clearing the boundaries will be done by KFDC and the cost thereof recovered from Purchaser in addition to any loss or damages as assessed by the Manager, KFDC and approved by the Divisional Manager after giving notice to the Purchaser.
- d) A duly authorized agent of the Purchaser shall be present at all times in the contract area. Purchaser may employ an agent or agents to

assist them in the work but no such agent shall be considered as duly authorized agent unless his name, residence and a specimen of his signature have been submitted to Divisional Manager and approved by him. Divisional Manager Reserves to himself the power to object to any of those men appointed as such, by the Purchaser on sufficient grounds. Purchaser shall not engage as their agent or workmen any person blacklisted by KFDC or by Kerala Forest Department or Government.

- e) Purchaser shall provide each of their agents and workmen with a written authorization which should show his name, age, present residential address and period for which it is valid. This authorization must always be produced in the contract area, when demanded by any officer of KFDC, or forest officer or police officer.
- f) Purchaser, their agent and workmen shall comply with the orders and instructions issued by the authorized officers including Field Officer, Manager, Divisional Manager, Asst. General Manager or Managing Director of KFDC, from time to time in the matter of collection and removal of the produce under this contract.
- g) Purchaser, their agents and workmen employed by them in the contract area are bound to fire protect the entire contract area specified in the schedule and to ensure that no fire escapes from the contract area to the adjoining areas.
- h) Should any fire occur in the adjacent forest area, Purchaser, their agents and workmen shall render every assistance and use their best efforts to extinguish the fire and they shall in all cases give immediate notice of the occurrence of the fire to the nearest Forest, Police or Revenue Officer and to the nearest officer of Kerala Forest Development Corporation.
- i) Purchaser shall be liable for any loss caused to the produce collected by them by way of fire, theft or any other means, caused due to any action or omission by Purchaser's officials or their agents. Purchaser may insure the produce collected by them from the allotted area against fire, theft or any other loss as per the rules governing the insurance of goods, and shall pay to KFDC value of any produce lost due to fire, theft or any other means.
- j) Purchaser, their agent & workmen shall abide by the provisions of Kerala Forest Act, Wildlife Protection Act and other enactments

relating to Protection & Conservation of Forests and Wild life therein as well as rules made there under and shall assist officers of KFDC, Forest Officers and Police Officers in preventing commission of any offence, or in detecting such offences within or in the vicinity of the contract area. Purchaser or their authorized agents or their workmen shall not indulge in felling or causing damage to any other trees other than Eucalyptus species from the working area allotted to them. If any such actions are committed, the contract shall be liable to be cancelled and suitable compensation, as assessed by the competent authority, shall be recovered from them. Further they shall be dealt with as per the provisions under Kerala Forest Act and Rules. They shall not knowingly give any shelter within the contract area to any person who has committed any criminal offence.

- k) Purchaser shall within the contract period collect all the produce available in the contract area allotted to them for working unless otherwise specified by the Divisional Manager concerned in writing. If Purchaser fails to do so, the value of the produce felled but left uncollected will be recovered from Purchaser at the rate as per this Agreement.

**12. Felling rules:**

- i. The felling shall be done in such a manner that no damage is caused to other forest growth standing in the contract area. When felling trees standing near public roads or thoroughfares, red flags with warning notice shall be put up at places on either side of such roads at least one hectometre away from the felling point. Trees falling across the roads must be removed and obstruction cleared immediately.
- ii. Purchaser shall cut, collect, and remove the Produce from the contract area in accordance with the following felling rules.
  - a) Felling shall be commenced from the top of the slope or areas farthest from the extraction path and shall proceed in a systematic fashion.
  - b) Felling shall be done with a sharp instrument and trees shall be cut as near to the ground as possible, stumps being not more than 15 cm in height on uphill side. The cut shall be slanting to prevent water getting collected on the surface of the stumps.
  - c) Billeting should be done by saws.

- d) Material down to a girth of 15 cm under bark (18 cm over bark) at thinner end shall be collected.
- e) Materials collected should be stacked in such a manner in consultation with the Divisional Manager concerned for ensuring the accuracy of the measurement.
- f) Stumps shall not be dressed or trimmed after felling.
- g) The debris and bark shall be removed to and dumped in sites as directed by the Manager or Divisional Manager. No debris shall be heaped on stumps.
- h) While felling the Eucalyptus trees all precautions and arrangements shall be taken to prevent possible damages to other species of trees.

**13. Method of measurement of the Produce: -**

- (a) The Eucalyptus wood shall be converted into billets of 1M length and stacked at convenient places within the contract area or places outside the contract area allotted by the Divisional Manager concerned in stacks of 1 meter height. In case the Purchaser wants to convert the Eucalyptus wood to any other length, permission shall be obtained from the concerned Divisional Manager of KFDC to ensure uniformity of size in the entire contract area. The lops & tops can be converted in to appropriate length as mutually agreed by the Purchaser and the Divisional Manager concerned, and also in such a manner to ensure accuracy of the measurement. One stacked tonne referred in this agreement means a stack with volume of 2M<sup>3</sup> and stack size of 1M (billet length) x 1M (height) x 2M (stack length) and this will be used as the unit of measurement, for assessment of value to be paid by the Purchaser. Conversion of one stacked tonne with bark to that of without bark, the conversion factor 'One stacked tonne without bark shall be considered as 2.44 m<sup>3</sup> with bark' will be applied.

Purchaser shall serially number the stacks in paint and prepare a list of such stacks which shall be given to the Field Officer. After recording the measurements of the stacks by the Field Officer of KFDC, in the Stock Register issued for the purpose, he will submit the same to the Manager who in turn will inform the Supervisor of Purchaser for a convenient time for joint inspection and the Manager, KFDC and the Supervisor of Purchaser or any other officer deputed by him shall conduct a joint check measurement of all the stacks.

Upon receipt of the list of stacks check-measured jointly by concerned Manager, KFDC and Purchaser/Authorized Agent, the Divisional Manager will check-measure at least 25% of such stacks, before raising the bills and issue of transit permit.

- (b). Within 5 days of cutting, more than 25% of the total length (2.65 m) of split timber should be stacked separately and measured. The rate for such split timber shall be fixed after proper assessment by the officials of KFDC and the rate shall be one fourth of the scheduled rate (Class II) to a maximum of 10% of the total check measured quantity. After measuring and taking stock (within 5 days), the split in the wood will not be considered for any reason.

**14. Procedure for payment of Sale Value**

Based on the list of stacks prepared after check-measurement the Divisional Manager, will raise invoice for the quantity thus stacked and checked and the same will be delivered to the Purchaser by Registered Post or Special Messenger. The Purchaser on receipt of the invoice will arrange to remit the payment as per the invoice within 18 days. The demand for payment can also be delivered to the local agent of the Purchaser.

- a) The amount so arrived as per the invoice shall be remitted by the Purchaser within eighteen (18) days from the date of receipt of Invoice. In case of non receipt of sale amount as demanded by the Divisional Manager, within eighteen (18) days of delivery of Invoice, penal interest @ 15% per annum on the due amount outstanding shall be levied. While calculating such interest, any overdue period of fifteen (15) days and below will be treated as half-month and any period above
- b) Fifteen days but less than one month will be treated as one month and so on. Under no circumstances the delay for payment beyond Thirty (30) days will be permitted and the Managing Director shall suspend the Agreement and encash the Security Deposit to the extent of sale amount, taxes and the penal interest due from the Purchaser.
- c) The action so taken will be informed to the Purchaser through Registered Post with Acknowledgement/Special Messenger under proper acknowledgement.

In such an event, the Purchaser shall replenish within (18) eighteen days of dispatch of intimation by registered post or in person under

acknowledgement, all such amounts, failing which the Agreement will be terminated at the risk and loss of the Purchaser and the Security Deposit and balance advance available will be forfeited without giving any further notice.

**15. Transportation of the Produce**

The Purchaser would transport the Produce to the destination of the Purchaser at his own cost and arrangements. The lops & tops shall be transported in separate lorries. Transportation of lops & tops along with Eucalyptus wood category will not be permitted under any circumstances. Similarly, transportation of any category of the Produce with bark will not be permitted in the same lorry along with the without bark wood or lops & tops. The produce shall be transported by Purchaser or their duly approved agent only under the cover of passes issued by KFDC as stipulated in Kerala Forest Produce Transit Rules. Passes will be issued by KFDC. Purchaser shall transport the produce only along the routes approved by the Divisional Manager in accordance with KFPT Rules as well as provisions of Motor Vehicles Act and Rules made there under.

**16. Issue of transit permit.**

After delivery of Invoice to the Purchaser/Agent, transit passes will be issued for removal of the material provided that the entire sale value and all taxes have been already deposited by the Purchaser. However, transportation of the produce for which invoice has been issued shall be allowed in part, provided the sale value and taxes of the part material to be transported is remitted in full.

- a) After invoice is raised the concerned Divisional Manager in whose jurisdiction the produce is delivered shall arrange for the issue of transit permit for transport of the produce to the Purchaser's specified final destination in Form – III white / III Red as the case may be on payment of the cost of passes as per Rules.
- b) Where the Produce is to be transported to intermediate dumping sites within the plantation area itself the concerned Manager/Divisional Manager will issue the required Form – V permits to the Purchaser for transportation of the produce from collection site to dumping site on payment of cost of passes.

- c) If the quantity of Produce coming under the Eucalyptus Wood category released after check measurement could not be transported by the Purchaser to final destination within the state in a single consignment, then necessary Form VI (Yellow) Subsidiary Passes will be issued on demand by the Purchaser after realizing the cost of passes thereof. No subsidiary passes will be issued for the transport of produce coming under the Eucalyptus Lops & Tops category.
- d) The account for use of such permits shall be maintained by the purchasers and shall be produced to the concerned Divisional Manager on monthly basis.
- e) In case if the produce transported are weighed in Way Bridges, the purchasers shall produce copy of the weighing slips (weight recordings) directly by postage or other means to the Office of the Managing Director, Kottayam on monthly basis.
- f) The stocks of Produce under the custody of the Purchaser in transit is liable to be checked at any time by any officer, not below the rank of a Divisional Manager of the Corporation or any officer authorized by the Kerala Forest Department.
- g) The transportation shall be done on the route or routes prescribed by the Divisional Manager concerned, or the Divisional Forest Officer concerned the up to the intermediate depot or final destination as the case may be.
- h) No transportation will be allowed from the contract area during night time between 6 P.M & 6 A.M.

**17. Delay in Transportation - Extension of transit passes - Fine: -**

Purchaser shall transport the produce within 30 days from the date of issue of transit passes or within the expiry of contract period whichever is earlier. Divisional Manager may grant extension of currency of transit passes at his discretion till the expiry of the contract period subject to realization of penalty at the rate of Rs.10/Stacked Tonne per month or part thereof. Extension of currency of passes for one month beyond the contract period may be granted by Assistant General Manager at his discretion, on realization of penalty at the rate of Rs.20/ Stacked Tonne per month. Further extension may be granted by the Managing Director of KFDC at his discretion on realization of penalty @ Rs.30/ Stacked Tonne per month.

**18. Counterfoils of Used Passes and Unused Passes: -**



The counterfoils of the used up passes together with all unused passes shall be returned by Purchaser to the Divisional Manager within 15 days from the date of expiry of the contract period or extension period, if any granted. In the event of termination of contract also Purchaser shall return all the unused pass forms and counterfoils of used passes to the Divisional Manager. If Purchaser fails to return the unused pass forms within the stipulated time, penalty shall be levied to the Purchaser at a rate of Rs.1000/- per unused pass forms.

**19. Keeping of Records: -**

Purchaser shall maintain a correct and detailed record of the felling, collection and transport of the produce and shall submit monthly progress report to the Divisional Manager and Managing Director or as laid down by the latter from time to time. The accounts so maintained by Purchaser shall be open for inspection to the Officers of KFDC not below the rank of Manager.

**20. Delay in Extraction / Transportation:**

Purchaser shall complete felling and transportation on or before **31.03.2023** or **six months** from the date of the agreement whichever is earlier or any other extended period as per the terms and conditions of this Agreement. No felling shall be allowed after 30.04.2022 at any cost. **However the works after the original contract period will be permitted by the Divisional Manager for two months without any ground rent or penalty.** Further extension if any can be granted by the Assistant General Manager for two months on realization of ground rent @ Rs.50/- per Stacked Tonne per month and penalty @ 20% of the ground rent. Further extension if any can be granted by Managing Director at his discretion on realization of ground rent @ Rs.75/- Stacked Tonne per month and penalty @ 20% of the ground rent. Transport of stacked material shall be allowed during the above period only subject to the conditions that such activities will in no way affect the regeneration works and at the discretion of the Managing Director.

**21. Handing Over of Contract area back.**

On expiry of the contract period or on completion of work whichever is earlier, Purchaser shall hand over the contract area back to KFDC after drawing up a joint mahazar by the Manager and the authorized agent of Purchaser. In case agent of the Purchaser is not available on the day of expiry of the contract period, ex-party mahazar will be prepared by the

Manager and the contract area will be retrieved. The loss if any assessed by the Manager and approved by the Divisional Manager shall be binding on Purchaser.

**22. Other penalties for violation of Agreement conditions**

If Purchaser violates all or any of the conditions laid down in this Agreement, they shall pay penalty as assessed by the Divisional Manager, Assistant General Manager or the Managing Director as the case may be at the following rates:

a	For leaving produce of and above 18 cm. in girth (over bark) uncollected in the contract area.	Value of the produce as assessed by the Manager and approved by the Divisional Manager.
b	For leaving the produce un felled in the contract area at the end of the contract period.	Rs.15000/- per ha.
c.	For damaging trees which may impair its future growth	Rs 300/- for each tree

**23. Of GST and Payment there of: -**

The Purchaser shall pay the GST and or other taxes as applicable or modified from time to time, on the Sales amount, as per the Invoice. The sales amount or part thereof as the case may be shall not be deemed to have been paid unless the taxes payable along with it has also been fully paid. The Purchaser shall be responsible for subsequent liabilities if any, including payment of additional sums by way of penalties imposed by the Goods & Services Tax Department or any other Competent Authority at a later date in respect of the produce sold to him under this agreement.

**24. Income Tax and Payment thereon: -**

- i. In order to claim exemption from paying Income Tax under the provisions of Income Tax Act, 1961 and the rules made there under and amendments made from time to time, the purchaser shall furnish a self declaration in 'Form – 27 C' to the concerned Divisional Manager, before raising the Invoice for allotted Produce quantities.

- ii. If the Purchaser does not furnish the above declaration, he shall pay income tax as provided in section 206 - C of the Income Tax Act along with the sale price.

**25. PURCHASER responsible for receiving notices for payment:**

The Purchaser shall make his own arrangements to receive the notice/Invoices for payments and other communications in person or through his authorized agent and shall furnish the correct postal address at which notices and other communications can be sent. If the same are received back un-served or undelivered, it will be construed that such notices or communications are deemed to have been served on the purchaser.

**26. Events leading to cancellation of Agreement:**

- a) In the event of failure on the part of the Purchaser to fulfill the conditions in the Agreement within the time limit prescribed, the Managing Director may cancel the allotment and forfeit all the amounts paid by the Purchaser including the Security Deposit, duly reverting/confiscating the material released from the Plantations/Units at site. This will be informed to the Purchaser through Registered letter under Acknowledgment.
- b) Purchaser shall be responsible for any illicit felling or removal of trees or other produce or hunting of any wild animal within 200 meter of the contract area. Unless otherwise proved, to the satisfaction of the Divisional Manager, such illicit felling or hunting may render this contract liable to be cancelled in addition to forfeiture of all amounts paid by the Purchaser and all stock of produce collected under this contract but not removed from the area.
- c) On cancellation of Agreement the Unit will be re-allotted to the next highest tenderer/bidder or disposed otherwise at the risk and loss of the purchaser. When the Unit is so re-allotted or disposed whatever best amount is offered may be accepted irrespective of the original value of the unit allotted. The balance amount due to Kerala Forest Development Corporation Ltd., if any, will be recovered from the Purchaser but who will not be entitled to any excess amount if obtained by such disposal. In such a case, the decrease in the volume/weight ratio of the material already extracted, if any, will also be treated as a loss to KFDC and is recoverable from the Purchaser.

**27. Indemnity for any loss or damage:**

- a) The Purchaser shall not be entitled to claim any compensation whatsoever in case the Kerala Forest Development Corporation Ltd., is not able to allot the pulpwood from the said unit due to unforeseen circumstances like floods, cyclone, tempest, disease, pest, drought or any other natural calamities or by reason of any wrongful acts committed by any third party or any other reason whatsoever.
- b) The Kerala Forest Development Corporation Ltd., will not be responsible for any loss or damage that may be caused to the produce sold to the Purchaser as a result of fire, floods, theft or any other calamity from the date of delivery of the material till receipt at the purchaser's final destination.
- c) Where the material is stocked in the plantation site/temporary dumping yard, the Purchaser shall make his own arrangements to safeguard the produce in an appropriate manner besides insuring the same against any calamities. The Kerala Forest Development Corporation Ltd. will not be responsible for any loss or damage at such a temporary intermediate depot.

**28. Observance of Acts & Rules:**

- a) The Purchaser shall at all times abide by the provisions of Kerala Forest Act,1961 as amended from time to time and the Rules made there under.
- b) The provisions of the GST Rules as amended from time to time shall apply to this sale on confirmation and the Purchaser shall abide by the provisions of the said Act.
- c) The provisions of the Indian Income Tax and other Central/State Acts as applicable to the sale shall apply to the sale on confirmation and the Purchaser shall abide by the provisions of these Acts/Rules.
- d) Liabilities under the Workmen's Compensation Act and other Acts and Rules relating to the workers engaged by the Purchaser / his Contractors shall be borne by the Purchaser or his Contractors.
- e) Any infringement of agreement conditions and provisions of Relevant acts and rules made there under as amended from time to time will entail cancellation of allotment, termination of the Agreement - and forfeiture of the amounts already paid and confiscation of the produce in the Unit.

**29. Force – majeure:**

The Kerala Forest Development Corporation Ltd., may revoke the Agreement and withdraw from the compliance of the same in the event

of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, caused to the Purchaser.

**30. Jurisdiction of Courts**

All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen within the jurisdiction of the Division concerned and within the jurisdiction of the District Court comprising the Division.

**31. KFDC shall be** the authority to interpret all or any of the conditions laid down in this Agreement and their decision shall be final and binding on Purchaser.

**32. The terms of contract** cannot be added to, varied or rescinded by any verbal Agreement subsequent to its execution. Any such verbal agreement will be repudiated by either party unless such agreement has been mutually confirmed in writing and form part of this agreement for all purposes.

**33. The decision of Board of Directors** to alter any of the clauses of agreement is also binding.

**Managing Director**

<b>ANNEXURE - LIST OF EUCALYPTUS PLANTATIONS</b>				
<b>Sl No.</b>	<b>Lot No</b>	<b>Location &amp; Name of the plantation</b>	<b>Area (Ha.)</b>	<b>Total yield in ST</b>
<b>1</b>	<b>18/TV/AP/22</b>	<b>2012 Eucalyptus pellitta coppice, BlockV/3,4p in Arippa subunit of Thiruvananthapuram</b>	<b>13.440</b>	<b>463</b>
<b>2</b>	<b>4/PL/PU/22</b>	<b>2013 Eucalyptus pellitta coppice , Block III Karavoor in Punnala subunit of Punalur</b>	<b>5.200</b>	<b>359</b>
<b>3</b>	<b>7/MN/SV/22</b>	<b>Munnar, Silent valley -2000/2007 Eucalyptus grandis coppice</b>	<b>6.90</b>	<b>161</b>
<b>TOTAL</b>			<b>25.540</b>	

**Appendix of the Terms & Conditions of Tender cum Auction Sale of  
Eucalyptus wood and Lops & Tops and Agreement 2022-23 Season**

**Rule regarding the performance of Contract in to with Forest Officers.**

S.R .O. No 267/76- In exercise of the powers conferred by clause (8) of section 76 of the Kerala Forest Act, 1961 (4 of 1962), the Government of Kerala hereby make the following rule regarding the performance of contract entered in to with Forest Officers, namely: -

**RULE**

Persons entering into contract with Forest Officers shall execute written agreement for the due performance of the contract and to reimburse damages and loss in case of breach. Whoever enter into any such contract with any Forest Officer acting on behalf of the Governor of Kerala shall, if so required by such Forest Officer, binds himself by a written instrument to perform such contract and to pay to such Forest Officer on behalf of the Governor of Kerala the expenses necessary for or incurred in the execution of any work or thing to be done which he had bound himself but has failed to do.

Explanation: A person, who makes a written tender for a contract, or who signs the conditions of an auction sale at which he is a bidder such tender or conditions of sale being on or in a form furnished by a Forest Officer for that purpose, whereby he.

- a) binds himself to perform the contract for which he tenders or bids, in the event of his tender or bid being accepted, or
- b) binds himself not to withdraw his tender or bid during the time that may lapse before its acceptance or refusal is communicated to him, shall be deemed to have been required by such Forest Officer to bind himself as aforesaid, and in case-
- c) on the acceptance of his tender or.
- d) on the making of his tender or bid to have bound himself accordingly, within the meaning of this rule; and any such person need not enter in to a separate written instrument for the purpose, unless specially so required by the Forest Officer with whom he contracts.

**Explanatory Note.**

(This note does not form part of the notification, but is intended to indicate its general purport)

In the Forest Department there are instances wherein contraction is backing out from contracts before the conformation of the contract by the competent authority. It is considered essential that the contractors are prevented from such backing out.

This rule is intended to achieve the above object.

(Notification No. G.O.(P) 62/76/AD dated 23.02.1976, published in K.G.No.10 dated 09.03.1976).