



കേരള ഫോറസ്റ്റ് ഡെവലപ്മെന്റ് കോർപ്പറേഷൻ ലിമിറ്റഡ്
ഡിവിഷണൽ ഓഫീസ്, പോലീസ് ഹെഡ് ക്വാർട്ടേഴ്സിന് എതിർവശം,
വെള്ളയമ്പലം, ശാസ്താംഗലം, പി ഒ, തിരുവനന്തപുരം ഫോൺ- 8289821100

ഡി.എം/ റ്റി.വി.എം/777/2024

തീയതി: 04.04.2025

ഈട്ടി, തേക്ക് തടികളുടെ ലേലപരസ്യം

തിരുവനന്തപുരം ഡിവിഷനിലെ ആനക്കുളം സബ് യൂണിറ്റിൽ സൂക്ഷിച്ചിരിക്കുന്ന ഈട്ടി, തേക്ക് തടികൾ നീക്കം ചെയ്യുന്നതിനുള്ള അവകാശം കെ.എഫ്.ഡി.സി യുടേയും സർക്കാരിന്റെയും ലേല നിബന്ധനകൾക്ക് വിധേയമായി 15.04.2025 തീയതിയിൽ തിരുവനന്തപുരം ഡിവിഷൻ ഓഫീസിൽ വച്ച് പകൽ 2 മണിക്ക് ലേലം നടത്തുന്നതാണ്. മേൽ തീയതിയിൽ ലേലം നടക്കാതെ വരുകയോ ലോട്ടുകൾ ബാക്കി വരുകയോ ചെയ്താൽ 22.04.2025, 28.04.2025 തീയതിയിൽ വീണ്ടും ലേലം നടത്തുന്നതായിരിക്കും.

കൂടുതൽ വിവരങ്ങൾക്ക് www.kfdc.kerala.gov.in ഫോൺ 8289821100

ഒപ്പ്/-

ഡിവിഷണൽ മാനേജർ

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

[CLICK FOR GTC](#) [CLICK FOR BSTC](#)

With the implementation of Goods & Services Tax (GST) w.e.f 01st 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.

PREBID EMD AS MENTIONED BELOW HAVE TO BE DEPOSITED TO PARTICIPATE AUCTION: PREBID EMD Rs. 5,000/- .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 : 41889418205 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 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 auction with same instrument. No interest is payable on the pre bid EMD and SD. The volume of the timber 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 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 Managing Director for a period of 30 (Thirty) days from the date of auction.
3. INSPECTION: The intending bidder or his authorized representative may inspect the materials as per the schedule mentioned below, between 10.00 am to 5:00 pm on any working day at the location specified with the prior permission from the respective contact person. (Divisional Manager, Thiruvananthapuram – 8289821100)
4. CONDITIONS OF GOODS: the description / quality indicated are furnished to enable bidders to quote their rates. 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 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. 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. Lot formation : The logs will be sold in lots having the same kind and class of logs. Each such lots should not be more than as detailed below:
 - a) Export class teak and rose wood logs – Each lot will contain one log
 - b) All the classes of teak logs – Each lot should not be more than 4 CUM
 - c) All other classes of rose wood logs – Each lot should not be more than 4 CUM
 - d) All other logs – Each lot should not be more than 8 CUM
 - e) Poles, billets, firewood and other forest produce – As per convenience
The upper limit of lot size may vary depending on site condition in certain cases.
7. BID INCREMENT : The minimum bid increment for various materials are as given below
 - a) For Rose wood : Rs. 500/- per cum or multiple of 500
 - b) For teak : Rs. 100/- per cum or multiple of 100
 - c) For other kinds of timber : Rs.25/- per cum or multiple of 25
 - d) For Firewood : Rs. 10/- per cum or multiple of 10
8. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer KDFC 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.

9. GST: GST as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this auction shall be payable by the successful bidders directly to KFDC at the time of taking delivery of materials. The present rate of GST applicable is indicated in this 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(a) TAX COLLECTED AT SOURCE: Income tax as applicable.

10. The H1 bid value will be split on pro rata basis for the timber and firewood portions of the lot, with GST applicable only on the timber portion. In addition to this the Purchaser has to pay all applicable taxes imposed time to time by competent authority.

11. 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 bid, 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 auction and the same will be communicated by e-mail.

12. REMITTANCE OF SALE VALUE :

The successful bidder should remit the full sale value and taxes after adjusting EMD already remitted, shall be paid within 14 days from the date of receipt of sale confirmation order and agreement to be executed.

7 days additional period can be allowed for payment and execution of agreement at Rs.1000/- per day fine.

If any amount is charged by bank for clearing the DD, the same shall be borne by the bidder himself. If the DD is dishonored by the bank, the bidder who remitted the DD will be treated as defaulter and necessary actions will be initiated against him as per the law and as per sale condition.

If the successful bidder fails to remit the amount and sign agreement as prescribed in the sale order within the prescribed time period, the bid will be treated as cancelled and all remittance including EMD will be forfeited without giving any notice and the lots will be re-auctioned at the risk & loss of the defaulter and all the loss incurred because of re-auction will be the responsibility of the defaulter. Loss as mentioned above will be realized from the defaulter as per Revenue Recovery Act, 1968 or any other relevant rules in force.

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. One week including holidays can be given as an extension for the execution of the agreement by the Divisional Manager by paying a fee of Rs 1000/- per day of delay. If the last date is a holiday, the next working day will be the last date. 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 5% of the sale value 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 : 41889418205 IFS Code : SBIN0070102.

15. Bidders are not allowed to refrain from their offer by raising any claims, after commencement of the work/execution of agreement.
16. DELIVERY TERMS (LICENSE) : The license for removal of the timber will be issued after receiving the full sale value with taxes applicable and execution of agreement subject to the conditions specified in clause 13 above. Removal of timber should be completed within the mentioned date in the terms and conditions of the agreement. The delivery of the material will be given after realization of the full sale value and applicable taxes.
17. The period of contract is 1 months from the date of execution of agreement or 30.06.2025 whichever is earlier.
18. TRANSFER OF AGREEMENT :
 - a). The Purchaser will not assign and / or transfer the allotted lots to any other person or party without the specific orders of the Managing Director, who at his discretion may permit such assignment for transfer.
 - b). No transfer of the auctioned unit shall be permitted if the removal of said unit has already commenced.
 - c). In case of transfer of auctioned timber from one purchaser to another purchaser who is qualified in all respects to participate in the auction, the transferee purchaser shall have to enter into a fresh agreement with the Managing Director on the terms and conditions as mentioned above.
19. 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.

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.

20. 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. 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.
21. PRINCIPAL 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 shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the auction sale.
22. FORCE MAJURE: PRINCIPAL 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 timber after auction. The buyer shall not be entitled to cancel the contract and the period of delivery shall not automatically get extended proportionately.
23. 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.
24. ACCIDENTS ETC. TO BUYER / BUYER'S LABOURER: PRINCIPAL 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 removal of the timber.

25. BLACKLISTING: If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the 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.
26. In the event of any dispute in connection with this sale, the decision of PRINCIPAL shall be final and binding on the parties to the 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.
27. 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.
28. 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.
29. 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.

Terms & Conditions of Agreement

1. The auction documents and all communications to the successful bidder form part of this agreement.
2. The contractor or his men shall not enter the contract area or commence work without obtaining the license and sketch of the area issued by the Divisional Manager.
3. Timely completion shall be the essence of this contract.
4. The period of contract is 1 months or 30.06.2025 whichever is earlier from the date of execution of agreement.
5. Full sale value and applicable taxes after adjusting EMD already remitted, shall be paid within 14 days from the date of receipt of sale confirmation order and agreement to be executed.

7 days additional period can be allowed for payment and execution of agreement at Rs.1000/- per day fine.

6. Failure to remit the above and sign agreement during the extended period will entail cancellation of the contract and forfeiture of all money paid by the contractor to the corporation till then and all produce remaining in the contract area. The right thus cancelled will be resold at the risk and loss of the contractor.
7. The contractor or his authorized agent shall be present at the time of removal of timber. He shall employ an agent or agents to assist him in the work only with due approval by the Divisional Manager who may, at his discretion grant approval on submission of request of the contractor giving details such as name, residential address and a specimen of the signature of the person proposed to be appointed as agent. The Divisional Manager reserves to himself the power to reject any of those persons proposed to be appointed as agent by the contractor. The contractor shall not engage as his agent or workmen any person already engaged by the Corporation or other contractors for any other works in the area and also those who are involved in any forest or wildlife offences.
8. The contractor shall provide each of his agents and other workmen with a written authorization, which should show his name, parentage, residence and period for which it is valid. The authorization must always be produced when demanded by any Officer of the Corporation.
9. The contractor shall comply with the orders and instructions issued by the Field Officer, Manager or the Divisional Manager from time to time in the matter of collection and removal of produce under this contract and shall also abide by the provisions of the Kerala Forest Act, Wildlife (Protection) Act, other enactments relating to conservation of biodiversity and rules framed there under.
10.
 - i. The purchaser shall not assign and /or transfer auctioned units to any other person or party without the specific orders of the Managing Director, who at his discretion may permit such assignment for transfer.
 - ii. In case of transfer of auctioned lots from one purchaser to another purchaser who is qualified in all respects to participate in the auction, the transferee purchaser shall have to enter into fresh agreement with the Managing Director on the terms and conditions as mentioned above.
11. In the case of any question arising with regard to or objection being taken by any person, to the contractor's right to collect or store the produce collected in any part of the contract area or to remove the produce collected along any routes or through any part of the contract area, the Manager may whenever any such questions arise, serve the contractor with a written

notice prohibiting him from collecting or storing such produce or any of them from or in the whole or any part of such contract area or regulating the storing or removal of any produce. On the service of any such notice, the orders and directions therein contained shall until the same are varied by the Divisional Manager, be taken as part of the conditions of this contract, notwithstanding anything herein contained to the contrary and shall be observed and performed by the contractor as such. The contractor shall have no claim for any loss he may incur by carrying out the provisions of any such notice nor for any loss caused to him by his being prevented or obstructed by any land owner or other persons on plea of right of ownership or right of enjoyment or otherwise from collecting, storing or removing any of the stock.

12. All the timber, firewood, etc. collected by the contractor from the contract area shall be stored by him, for checking by the officers of the corporation before removal, along the sides of the roads within the contract area without causing any hindrance to the regeneration activities therein. All the produce collected should be got checked, released and transported under the cover of permits issued under the provisions of the Kerala Forest Produce Transit Rules (KFPT Rules) by the Officer authorized for the purpose. No transport will be allowed within the forest limits during night time i.e., between 6 p.m and 6 a.m. The contractor shall periodically submit to the Field Officer/Assistant Manager or the officer duly authorized a list of produce ready for removal and on receipt of the said list, arrangements will be made to check the stock and to issue transit permit as per KFPT Rules. The contractor shall not remove any produce not covered by valid and proper Transit Permits issued by the competent authority. All the produce removed in contravention of the provision of this condition will be liable to be confiscated to the corporation by the Divisional Manager and the contractor will also be liable to any other penalty as per law and as per conditions of this contract including forfeiture of his security for the violation of this condition as ordered by the Divisional Manager.

13. **Permit for transport of produce**

The produce shall be transported by PURCHASER or their duly approved agent only under the cover of appropriate passes issued by the officer of KFDC to the premises of PURCHASER as stipulated in Kerala Forest Produce Transit Rules. 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.

- (i) Where the timber and firewood 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.

(ii) If the collected timber and firewood after checking 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.

(iii) The account for use of such permits shall be maintained by the purchasers and shall be produced to the concerned Manager/Divisional Manager on fortnightly basis.

(iv) The stocks of timber, fire wood and other produce collected from the contract area 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 Manager/Divisional Manager of the Corporation or any officer authorized by the Kerala Forest Department.

(v) The transportation shall be done on the route or routes prescribed by the Manager/Divisional Manager concerned or the Manager/Divisional Forest Officer concerned as the case may be, up to the intermediate depot or final destination as the case may be.

14. No charcoal burning will be allowed within the area under any circumstances.
15. The contractor shall not stock timber or other produce within the road limits causing hindrance to road traffic or damage to the road surface.
16. The contractor shall be held responsible for any loss or damage arising out of the non-observance of the terms and conditions above mentioned.
17. If any amount becomes due to any agent or workmen, or any other person engaged by the contractor, as per Workmen's Compensation Act or as per provisions of any Labour Law, such amount shall be paid by the contractor. Any failure to do so will be considered as a breach of the terms of this contract.
18. The contractor, his agents and the workmen employed by him shall protect the entire contract area from fire. If any fire occurs in the Reserved Forests in the vicinity of the contract area the contractor, his best endeavors for extinguish the fire and everyone of such persons shall, in all cases, give immediate notice of the occurrence of fire within-the said limits, to the nearest forest, police or revenue officials and the officers of the corporation.
19. For the purpose of transport of produce from the contract area the contractor shall use only such roads as approved by the Field Officer/Assistant Manager or any other officer of the Corporation authorized by the Divisional Manager.
20. The contractor shall complete all the works as per the contract including removal of all the stock from the contract area on or before the expiry of contract period. Under very special circumstances for good and sufficient reasons, the Divisional Manager may grant extension for a period of one month. Under very special circumstances for sufficient reason further

extension can be granted by the Managing Director at his discretion on realization of penalty.

21. In the event of the contractor failing to remove the stock from the contract area by the expiry of contract period including the extended period, such stock shall be forfeited and shall revert to and become the absolute property of the Corporation and the contractor shall not by reason of such forfeiture, be entitled to any refund or abatement of the amount payable by or due from him under this contract.
22. If the contractor fails to complete the work before the expiry of the contract period/ extended contract period, the contract will be cancelled and the sale rearranged at the risk and loss of the contractor.
23. The contractor shall be fully responsible for the acts of himself, his agents, and workmen and of all persons engaged by him to remove timber or to perform any act under this contract. The contractor shall submit to the Field Officer/Assistant Manager /Manager in charge of the contract area a list of all agents, workmen and other persons engaged by him for the performance of this contract.
24. The contractor shall at all times comply with the provisions of the Kerala Forest Act, Wildlife Protection Act, Motor Vehicles Act and the rules framed there under.
25. If in the course of working it is found by the Divisional Manager that the progress of work in the contract area is not satisfactory, the Divisional Manager may cancel this agreement after giving one month's written notice to the contractor and make other arrangements for carrying out the works at the risk and loss of the contractor. But the contractor shall not be entitled to any profit the Corporation may derive from this arrangement.
26. In the event of any breach by the contractor or his agents or workmen of any of the conditions the Divisional Manager shall have the right, besides enforcing forfeiture of all or any part of the said deposit for imposing a fine or to cancel the contract by a written notice and in such case the right under this contract may either be resold or the works as per the contract be got done by any other means as deemed fit by the Divisional Manager and the contractor shall be responsible for and shall make good to the Corporation any loss which the Corporation may sustain on account of any such resale or working by the Corporation, as the case may be, but shall have no claim to any surplus gain which the Corporation may realize thereby.
27. The contractor or his duly authorized agent shall be present in the contract area on the last day of the contract and he shall witness the mahazar prepared by the officers of the Corporation on the last day of the contract.
28. The security deposit or balance thereof if any, after deducting all amounts and liabilities due from the contractor under any of the above conditions, shall be returnable to the contractor within 6 months after the expiry of this contract period on production of clearance certificate for Income Tax, Goods & Services Tax authorities.

29. If the entire dues from the contractor cannot be adjusted from the security deposit, or any other amount due to him from the Corporation such of the amounts as remaining un-recovered, under the terms of this contract shall be recoverable from him as arrears of land revenue under the Revenue Recovery Act for the time being in force, or in any other means as the corporation may deem fit.
30. In case any dispute arising between the Divisional Manager and the contractor as to any matter under this contract, such dispute shall be referred to the Managing Director of the Corporation whose decision thereon shall be final.
31. **Cancellation of the agreement**
- i. In the event of failure on the part of the purchaser to fulfill the provisions of auction Conditions and agreement conditions within the time limit prescribed, the Managing Director may cancel the sale and forfeit all the amounts paid by the purchaser including the Security Deposit duly reverting / confiscating the material released from the Plantations at site. This will be informed to the purchaser through Registered letter with Acknowledgment Due.
 - ii. On cancellation of Agreement the plantation will be re-auctioned / re-allotted to the next highest bidder at the risk and cost of the purchaser. When the Unit is so re-auctioned/re-allotted whatever best amount offered may be accepted irrespective of the original value of the unit put up for re-auction / re-allotment. The balance amount due to Kerala Forest Development Corporation Ltd., if any, will be recovered from the original Purchaser but he/she shall not be entitled to any excess amount if obtained in such a re-auction.
32. **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 within the unit or at such a temporary intermediate depot.
33. Seller is **indemnified for any loss or damage:**
- i. The purchaser shall not be entitled to claim any compensation whatsoever in case the Kerala Forest Development Corporation Ltd., is not able to make available the plantation for extraction by the purchaser 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
 - ii. 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 natural calamity from the date of handing over of the unit for removal till weighment at the purchaser's final destination.

34. Force **majeure**: 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.
35. **General:**
- (i) The purchaser shall at all times abide by the provisions of Kerala Forest Act 1961 as amended and the Rules made there under.
 - (ii) GST and other taxes as applicable or modified from time to time shall be paid by the purchaser. This amount shall be applied to the sale on confirmation and the purchaser shall abide by provision of the said act.
 - (iii) 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.
 - (iv) Any infringement of auction notice conditions and provisions of Kerala Forest Act , and other related Acts and the rules made there under as amended from time to time will entail cancellation of sale, termination of the Agreement and forfeiture of the amounts already paid and confiscation of the produce in the unit.
36. All disputes arising out of or in any way connected with this sale shall be deemed to have arisen in **Kottayam** and within the jurisdiction of the Court of District of **Kottayam**, which court shall determine such disputes.
37. 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.
38. 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.
39. The decision of Board of Directors to alter any of the clauses of agreement is also binding.

Divisional Manager

Auction sale of Rose Wood, Teak, Miscellaneous Timber dated 15.04.2025, 22.04.2025 & 28.04.2025				
Rose Wood				
SL.No.	LOT NO.	SPECIES & CLASS	No. of logs	VOLUME (M³)
1	TVM/RW/01/24	RW II B SL	1	0.1736
2	TVM/RW/02/24	RW II C SL	1	0.1994
3	TVM/RW/03/24	RW III A SL	3	0.3528
4	TVM/RW/04/24	RW III A SL	3	0.2336
5	TVM/RW/05/24	RW III A SL	2	0.1862
6	TVM/RW/06/24	RW III B SL	2	0.1446
7	TVM/RW/07/24	RW III C SL	1	0.0835
8	TVM/RW/08/24	RW III C SL	1	0.0508
9	TVM/RW/09/24	RW III C SL	2	0.0877
10	TVM/RW/10/24	RW IV A SL	3	0.0933
11	TVM/RW/11/24	RW IV A SL	1	0.0294
12	TVM/RW/12/24	RW IV C SL	4	0.1361
13	TVM/RW/13/24	RW IV C SL	4	0.1572
14	TVM/RW/14/24	RW B/60 SL	2	0.0414
Teak				
SL.No.	LOT NO.	SPECIES & CLASS	No. of logs	VOLUME (M³)
1	TVM/T/01/24	Teak IV A SL	3	0.1444
2	TVM/T/02/24	Teak IV A SL	2	0.0856
3	TVM/T/03/24	Teak IV A SL	1	0.0269
4	TVM/T/04/24	Teak IV B SL	1	0.0372
5	TVM/T/05/24	Teak wood below 60	3	0.1167
6	TVM/T/06/24	Teak wood below 60	2	0.0681
7	TVM/T/07/24	Teak wood below 60	6	0.2095
8	TVM/T/08/24	Teak wood below 60	8	0.1959
9	TVM/T/09/24	Teak wood below 60	12	0.1864
10	TVM/T/10/24	Teak FIREWOOD FW volume in m3 is converted in to MT by diving 2	10	0.2423
11	TVM/T/11/24	SLAUGHTER WOOD	2	0.0541
Miscellaneous Wood				
SL.No.	LOT NO.	SPECIES & CLASS	No. of logs	VOLUME (M³)
M1	TVM/M/01/24	MISCELLANEOUS SLAUGHTER WOOD	1	0.032384