



## **KERALA FOREST DEVELOPMENT CORPORATION LTD.**

(A Govt. of Kerala Undertaking)

REGISTERED OFFICE: 'AARANYAKOM', KARAPUZHA, KOTTAYAM- 686 003.

CIN : Uo2001KL1975SGC002660

**DIVISIONAL OFFICE: THOLICODE P.O., PUNALUR - 691 333.**

Phone : 0475 – 2222316

Website: www.keralafdc.org

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### **Form of Tender-cum-Auction**

For the sale 19 Bits of Acacia and miscellaneous trees in Block V,  
Karavoor (2002 Year Acacia plantation – (Part of 45.02 Ha) in Karavoor Sub Unit of

Punalur Division

No. DM/PNR/1929/2017 Date: 14.12.2017

Date and Time of Tender submission: 28.12.2017 Up to 1pm

Auction & Opening of Tender documents : From 2pm on 28.12.2017

Place of tender -cum- Auction : KFDC Division Office, Tholicode  
P.O., Punalur.

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Date: 14.12.2017

## NOTICE INVITING TENDER CUM AUCTION

### Sale of 19 Bits of Acacia and miscellaneous trees in Block V, Karavoor (2002 Year Acacia plantation – (Part of 45.02 Ha) in Karavoor Sub Unit of Punalur Division

Sealed tenders are invited from Industries/Firms/Individuals desirous of purchasing Acacia and miscellaneous trees to be harvested from the 2002 Acacia plantation part of 45.02 Ha (19 Bits-shown in table), Block V, in Karavoor Sub Unit of Punalur Division . There will be an open auction, after receipt of tender.

**Table : Details of Bit Number, Area, Cost of tender form and EMD**

Bit No	Area (Ha)	Cost of Tender Form including tax	EMD
1	1	2625/-	16500/-
2	1.3	3465/-	21700/-
3	1.1	4200/-	26400/-
4	1.1	2415/-	15200/-
5	1.1	2520/-	15800/-
6	1.3	3360/-	20700/-
7	1.3	2730/-	17200/-
8	1.2	3675/-	22900/-
9	1.3	4095/-	26000/-
10	1.3	4620/-	28750/-
11	1.6	4410/-	27900/-

12	1.2	3045/-	19100/-
13	1.4	3780/-	24000/-
14	1	3570/-	22400/-
15	1.4	2730/-	17000/-
16	1.5	3570/-	22300/-
17	1.2	3570/-	22200/-
18	1.3	2415/-	15000/-
19	0.7	1680/-	10500/-

1. The plantation is predominantly of **Acacia trees** (extent Shown in table).
2. Cost of tender form is (**Shown in the table**)
3. EMD to be remitted is( **Shown in the table**)
4. Tender documents can be collected from KFDC Division office at Punalur or from the head office of the Company at kottayam on payment of cost of tender documents during office hours **from 14.12.2017. up to 12 Noon on 28.12.2017.**
5. Tender documents can also be downloaded from the website of KFDC, [www.keralafdc.org](http://www.keralafdc.org). In this case, the cost of tender form need to be remitted in KFDC Division Office, Tholicode P.O., Punalur in cash or as DD in favour of the Managing Director, KFDC prior to the submission of the tender documents.
6. Completed and sealed Tender documents together with the EMD amount in the form of DD drawn in favour of the Managing Director, Kerala Forest Development Corporation Ltd., Karapuzha, Kottayam from any nationalized bank payable at Kottayam, can be submitted in KFDC Division Office at Tholicode, Punalur on any of the days during the office hours and up to **2 P.M. on 28.12.2017.**
7. The tender documents completed in all respects should be put in A4-size envelope sealed and super scribed as follows showing the name of plantation and the name of the tenderer.

TENDER FOR PURCHASE OF ACACIA AND MISCELLANEOUS TREES IN BLOCK  
VKARAVOOR(2002 YEAR ACACIA PLANTATION -(19 BITS - PART OF 45.02 HA)  
KARAVOOR SUB UNIT OF PUNALUR DIVISION,

From

.....  
.....  
.....  
.....

Name of Plantation: **ACACIA AND MISCELLANEOUS TREES IN BLOCK**  
**VKARAVOOR(2002 YEAR ACACIA -(19 BITS PART OF 45.02**  
**Ha) KARAVOOR SUB UNIT OF PUNALUR DIVISION.**

To

The Divisional Manager,  
Kerala Forest Development Corporation Ltd.  
Tholicode P.O., Punalur.

## TENDER-CUM-AUCTION CONDITIONS

1. The intending tenderers are advised to inspect personally, the locations of the plantations, from which the timber and firewood are proposed to be harvested, to know the quality of material, location and terrain, for which they intend to submit tenders and satisfy themselves.
2. The act of submitting a tender is deemed to be completed with the unreserved acceptance of the terms and conditions of tender and the conditions of agreement in the format attached to the tender document.

### **3. Tenderers are responsible to receive all communications:**

All Tenderers shall, at the time of submitting tenders, furnish their specific and full postal address to which all communications should be sent. The Corporation will not be responsible for the consequences, if any, if communication sent to the address given in the tender, does not reach the tenderer or is returned undelivered. The responsibility to receive promptly, all communications intended to the tenderer rests fully on the tenderer himself.

### **4. Tender form, its cost and availability: -**

- (i). Tender documents can be collected from the head office of KFDC or KFDC Division Office at Punalur on payment of cost of tender documents during office hours from **14.12.2017 up to 12 Noon on 28.12.2017**. The payment may be made in cash or through bank draft drawn in favour of the Managing Director, Kerala Forest Development Corporation Ltd, payable at Kottayam Divisional Manager, Division Office at Punalur.
- (ii) Tender documents can also be downloaded from the website of KFDC, [www.keralafdc.org](http://www.keralafdc.org) In this case, the cost of tender form need to be remitted in KFDC Division Office, Tholicode, Punalur in cash or as DD in favour of the Managing Director, KFDC payable at Kottayam Divisional Manager, Division Office at Punalur prior to the submission of the tender documents.
- (iii) Completed and sealed Tender documents together with the EMD amount in cash in the form of DD drawn in favour of the Managing Director, Kerala Forest Development Corporation Ltd., Karapuzha, Kottayam from any nationalized bank payable at Kottayam, can be submitted in Divisional Manager, Division Office at Tholicode, Punalur on any of the days during the office hours and up to **1 P.M. on the last date of 28.12.2017**.
- (iv) The cost of tender form plus tax is **not refundable** under any circumstances.

### **5. Earnest Money Deposit**

- i) EMD to be remitted is **(Shown in table)**

ii) EMD can be remitted in the form of Demand Draft drawn in favour of “Managing Director, Kerala Forest Development Corporation Ltd, Kottayam.” payable at Kottayam or Divisional Manager, Division Office at Punalur..

iii) Tenders not accompanied by EMD will be summarily rejected.

iv) The EMD will be returned to all the unsuccessful tenderers as soon as the tender-cum-auction is over. The EMD of the highest tenderer will be retained and adjusted towards the part value.

v) No interest shall be payable on the EMD or the security amount.

#### **6. Tender by defaulter or minor or insolvent or black listed person.**

Tenders submitted by an Industry /Firms/ Individual, who owes dues to the Kerala Forest Development Corporation Ltd., or who is a minor or who is declared as an insolvent by any Government agency or who has been convicted by a court of law for offences involving moral turpitude or who has been black listed, shall be treated as invalid and earnest money deposit submitted along with such tender shall be forfeited to the corporation.

#### **7. Sale Value of Acacia plantations to be tendered.**

The tenderers shall quote/offer the purchase price in rupees by filling the price bid format for the plantation, for standing trees at the plantation site. The lump sum amount offered shall be written both in figures and words.

#### **8. Difference between the amount given in figures and amount given in words.**

In case of difference between the amounts given in figures and that given in words in any tender, the amount given in words will be taken as final.

#### **9. Sales Tax / GST : -**

**GST and other taxes** as applicable or modified from time to time shall be paid by the purchaser as per the provisions of the GST Act and the Rules and any other such rules made there under by the Government in addition to the rate quoted.

#### **10. Income Tax: -**

i) If the purchaser is a manufacturer, he can 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, by furnishing a self declaration in “Form-27 C “ to the concerned Divisional Manager, before lifting the allotted produce.

ii) If the purchaser is other than a manufacturer, he shall pay Income Tax as provided in section 206 –C of the Income Tax Act along with the sales price.

#### **11. Regeneration Charges:-**

The successful bidder has to pay regeneration charges @ **5 percent** of the sale value.

#### **12. Signing of Tender: -**

(i) The tender form shall be signed by the tenderer on each page.

(ii) Person or persons signing the tender shall state in what capacity he/she or theyis/are signing the tender, eg., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. In such a case, a registered copy of the “Partnership Deed” should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfil the conditions of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender. In the case of Hindu Undivided Family, the name of all the family members should be recorded in the tender form and “Karta” who can bind the family should sign the form and indicate his status below his signature.

(iii) The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company. In the case of Hindu Undivided Family, the Power of Attorney should be signed by the “Karta” who by his signature can bind the family.

**13. Submission of the tenders:**

Tenders completed in all respects in respect of the plantation shall be put in a closed and sealed envelope as prescribed in the notice inviting tender and may be presented or sent by registered post to the Divisional Manager, Kerala Forest Development Corporation Ltd Tholicode P.O., Punalur so as to reach the office on or before 1.00 pm on **28.12.2017**.

**14. Invalid Tenders:**

Conditional tender or tenders sent by Telegram or tenders sent otherwise that as laid down herein shall be treated as invalid and will not be considered. Tender not properly filled in or not signed will be treated as invalid. The decision of Divisional Manager, KFDC Ltd. or any officer authorized by him in this regard will be final.

**15. Auction of the Produce.**

Auction of the plantation will be conducted on 28.12.2017 at 2 P.M. at the Divisional Office of Punalur of the Corporation before opening of Tenders, in the presence of such bidders who remitted EMD as per conditions laid down herein.

**16. Acceptance of Conditions of Tender-cum- Auction.**

Those who have not submitted the Tender form as sealed tender should sign the consent statement in the tender form and submit it to the officer who conducts the auction as a token of acceptance of the auction conditions

**17. EMD for participating in Auction:**

Those who have not submitted the tender form can also take part in the auction after remitting an EMD prior to 1pmon 28.12.2017.

**18. Photo identity proof of the person taking part in the auction is compulsory.**

Certificate from the concerned Village Officer who certifies the address and photo & signature or attested copy of photo identity card or Passport will be accepted.

19. Tenderers who have remitted EMD as above for participating in the tender need not remit further EMD to participate in the auction.

20. The minimum amount of increase in bidding in the auction will be **Rs.1000/-**

21. At the end of the auction of the plantation, bidder in whose name the auction would be knocked down has to sign in the Auction Register in token of acceptance of the bid.

22. The Officer conducting the auction has got the right of

(i) accepting/rejecting the EMD of any bidders without assigning any reason.

(ii) barring any prospective bidder who if seems have acted/acting against the interest of the corporation from taking part in the auction.

**23. Opening of Tenders.**

On completion of Auction, Tenders will be opened on the same day by the Divisional Manager or his Authorized Officer in the presence of those tenderers who choose to be present at the time of opening of the tenders. After opening the tender, if the highest rate in the tender is found to be more than the highest auction price then the tender rate will be considered and if tender rate is less than the auction price, auction price will be considered for acceptance of the offer.

**24. Auctioning Officer's decision to be final:**

In case of any dispute that may arise in the context of Auction or opening of tenders, the decision of the Divisional Manager, Kerala Forest Development Corporation Ltd., Punalur or his Authorized Officer who is conducting the auction shall be final.

**25. Equal amounts:** If equal acceptable amounts are offered by more than one tenderer for the plantation, the matter will be decided by drawing the lots, in the presence of such tenderers as decided by the Divisional Manager or his Authorized Officer.

**26. Negotiation**

Negotiation, if found necessary, may be conducted with the successful Tenderer/Bidder by the Managing Director, K F D C.

**27. Post offer**

Post offer received within seven days of the conduct of the tender-cum-auction will be considered under following terms.

- a. Offer should be more than 10% of the original offer.
- b. Post offerer should remit double the part-value to be remitted by the successful Tenderers/bidders as per tender conditions as security deposit.
- c. The remittance should be made by bank deposit and the receipt should be produced before the Managing Director/Divisional Manager.

Post offerer after satisfying the conditions specified above should execute an agreement before the Managing Director/Divisional Manager, pledging the security deposit for the fulfillment of the above terms. If the post offerer satisfies the conditions, a re-tender-cum-auction of the right will be conducted after giving the usual publicity as per rules. In re-tender-cum-auction the price fetched, if does not comes up to what has been offered by the Post offerer, it will be awarded to the post offerer at the amount offered by him. If he backs out, the security amount remitted by him will be forfeited to Government and the plantation resold at his risk and loss. If however, the bid amount is above what has been offered by the post offerer, the right will be awarded to the highest bidder/tenderer in the re-tender-cum-auction and the amount remitted by the post offerer will be released to him only after the highest bidder executing the agreement.

**28. Acceptance of Tender Notice/Agreement Conditions:**

All the prospective bidders /Tenderers at the time of Auction/submission of tenders shall sign an undertaking in token of having read and, accepted the conditions of the tender notice/agreement conditions before the auction/tenders. However the act of signing on the "Form of tender" entails that the tenderers have read and accepted the conditions of the tender notice/agreement conditions at the time of submitting of the tenders.

**29. Remittance of part value on the date of Tender-cum-Auction:**

- (i). The successful tenderers/bidders who have quoted the highest amount for the plantation will remit full sale value if the highest bid amount is less than Rs 50,000/- or 1/3<sup>rd</sup> of the sale value if the total sale value is more than Rs 50,000/- subject to a minimum of Rs 50,000 and maximum amount of Rs 5 lakhs by Cash/DD drawn in favour of the Managing Director,

KFDC payable at Kottayam immediately on the date of sale. **Balance amount to make up for 1/3<sup>rd</sup> of the sale value as per the highest bid amount is to be remitted within 7 days of the date of tender-cum-auction.** If the 7<sup>th</sup> day happens to be a holiday, the amount can be remitted on the next working day.

(ii). The EMD already deposited can be adjusted towards this and only the balance amount need be paid.

(iii). If the successful tenderer fails to remit the part value as above, the tender will be cancelled, amount remitted forfeited to the corporation and the plantation resold at the risk and loss of the defaulted tenderer by tender cum auction or any other method.

### **30. Acceptance or otherwise of Tenders:**

The acceptance of tender/auction is subject to confirmation by the Managing Director, Kerala Forest Development Corporation Ltd., who may confirm or reject any auction/tender, including the highest auction bid/tender, without assigning any reasons thereof. His decision in this respect shall be final. Mere acceptance of bid/opening of tenders by the officer cannot be deemed as acceptance of the auction bid/tender, unless it is confirmed by the competent authority.

### **31. Tenderer bound by the Tender:**

(i) The tenderers who have submitted their tenders/bidders shall be bound by their offers and by the terms and conditions for a period of not less than 4 months from the date of opening of the tenders/date of auction or till the date of execution of agreement whichever is earlier.

(ii) However, any period of stay granted by any competent Court shall not be counted towards this period.

(iii) In the case of breach of this condition, the initial security amount remitted above shall be forfeited. In addition to this, the tenderer/bidder who has failed to honour his offer shall bear the loss, if any suffered by the Corporation in the subsequent disposal of the plantation at his risk.

### **32. Disqualification of Tenders.**

(i) Canvassing of any type by or for the tenderer/bidder will result in invalidation of the tender/auction and disqualification of the tenderer/auctioneer from participation in the sales of the Forest Development Corporation Ltd for a period of 1 year besides any other criminal liability.

(ii) Bidder/auctioneer is required to sign the Integrity Pact with Kerala Forest development Corporation Ltd. as per format & terms and conditions enclosed with tender notice. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

### **33. Communication of Acceptance of the Tender / Auction Bid.**

(i) The successful “Tenderer/Bidder, hereinafter referred to as “Purchaser” shall be given an order of confirmation within a reasonable time from the date of conducting auction and opening of tenders.

(ii) The order of confirmation will be dispatched by registered post with Acknowledgement due to the address furnished by the purchaser. If the confirmation Orders are received back un-served or undelivered it will be deemed that such orders have been served on the Purchaser. Hence, the Purchaser shall furnish his correct postal address for dispatch of communication at the time of Tender/Auction.

(iii) The Confirmation Orders will also be sent by email to the email address if furnished by the Purchaser.

### **34. Cancellation of Order of Confirmation.**

The Managing Director shall cancel the Order of Confirmation, if the Purchaser fails to complete the formalities prescribed and execute the agreement within the time allowed, after forfeiting all the money paid by the purchaser.

### **35. Consequences on cancellation of Order of Confirmation of the Purchaser.**

The cancellation shall be effective from the date of the order. The Order would be communicated either by Registered Post or Personal delivery. Upon the Cancellation of the confirmation, the EMD and part value will be forfeited and the unit shall be put to re-sale or allotted to the next highest tenderer/bidder at the discretion of the Managing Director, at the risk and loss of the Purchaser

### **36. Revocation of the Cancellation of Order of Confirmation.**

(i) The Managing Director shall be competent to revoke, at his discretion, the Order of cancellation of Confirmation, in case the Purchaser completes all the formalities and is prepared to execute the agreement after paying all dues at any time before the date of re-sale of the plantation or allotment to the next highest Tenderer, as the case may be, for just and valid reasons.

**(ii) The Managing Director, on revocation of cancelled Order of Confirmation, may impose a penalty @ 12 percent per annum for the defaulted amount or Rs 25,000/- whichever is higher in addition to notification charges if any.**

(iii) Wherever the cancellation of the Order of Confirmation is revoked, the Security Deposit forfeited due to the cancellation shall stand revoked automatically.

### **37. Execution of Agreement:**

(i) The Purchaser shall execute an agreement incorporating the conditions given in the tender notice, within 30(Thirty)days from the date of order of confirmation of tender/auction, sent by registered post.

(ii) The terms and conditions of agreement with the purchaser shall be as specified in the “Terms and Conditions of Agreement” attached herewith. The Divisional Manager 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.

(iii) The agreement shall be executed on a non-judicial stamp paper of a value of 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.

### **38. Security Deposit..**

(i) At the time of entering in to agreement the successful Purchaser shall deposit an amount equal to 5% of the sale value in the form of Fixed Deposit drawn in favor of the Divisional Manager, KFDC Ltd., Punalur. In addition, the purchaser should remit sale tax and income tax for the whole bid amount and regeneration charges @5 percent of sale value before executing the agreement.

(ii) Failure to pay the Security Deposit and execution of Agreement. Agreement will be liable to pay Rs. 500/- or 0.1% of the Bid amount whichever is higher per day as penalty and permitted by the Divisional Manager for a maximum period of 15 days. or re-tender-cum-auction will be called for or the plantation will be allotted to the next highest tenderer/bidders at the discretion of the Managing Director/Divisional Manager, at the risk and loss of the Purchaser.

### **39. Payment of Balance Sale Amount.**

(i). The contractor having paid 1/3 sale value shall pay the balance value in **two equal installments, the first within 30 days from the date of execution of the agreement and the second within 60 days from the date of execution of the agreement.** Extension of time for the remittance of the balance 2/3 value may be granted by the Divisional Manager subject to recovery of interest at a rate of 24 % per annum, if he is convinced that the failure to remit the sale value within the stipulated time was due to reasons beyond the control of the contractor, provided the extended period falls within the contract period.

(ii) Failure to remit any of the above instalments even 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.

### **40. In calculating interest even period below one month will be treated as one month**

**41. Transfer of Tendered Unit:**

(i) The purchaser shall not assign and /or transfer tendered 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 on payment of Rs 5 Lakhs..

ii) No transfer of the tendered unit shall be permitted if the harvesting in the said unit has already commenced.

iii) In case of transfer of tendered area from one purchaser to another purchaser who is qualified in all respects to participate in the tender-cum-auction, the transferee purchaser shall have to enter into fresh agreement with the Divisional manager on the terms and conditions as mentioned above.

**42. 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.

**43.** 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 tenderer/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:

$$L = \text{OTA} - \text{TAR}$$

Where 'L' is loss, OTA is Original Tendered Amount and TAR is Tendered Amount in Re-sale or Re- allotment to next highest tenderer. The amount of loss will carry interest @ 24 percent also.

**44.** The officer auctioning/opening the tenders may also announce any new conditions of auction/tender, before commencement of auction/opening of the tenders, which will be binding on the Tenderers/Auctioneers.

**45.** All disputes arising out of or in any way connected with this sale shall be deemed to have arisen in Punalur and within the jurisdiction of the Court of District of Kollam, which court shall determine such disputes.

**DIVISIONAL MANAGER,**

**PUNALUR.**

**Form of Agreement for the collection and removal of  
Acacia and miscellaneous trees.**

AGREEMENT made this .....day of .....between.....  
Sri ..... aged... ..  
son of ..... residing at .....  
(herein after referred to as 'the contractor' which term shall unless the context indicates otherwise, includes, besides the said Sri..... his heirs, executors, administrators, legal representative and assigns) on the one part and Kerala Forest Development Corporation Ltd., Kottayam (herein after referred to as 'the Corporation') on the other part.

WHEREAS the contractor has bid in tender-cum-auction held at on ..... the right to collect and remove only the Acacia & Miscellaneous trees in the area specified in the schedule attached hereto for an amount of Rs..... (Rupees.....) excluding taxes and other dues thereon,

AND WHEREAS such bid has been accepted by the Managing Director of the Corporation in his order No.....dated on the terms and conditions hereinafter appearing.

AND WHEREAS the contractor has paid Rs .....(Rupees ..... ) being 1/3 of the sale value and Rs .....(Rupees ..... ) being Regeneration charges and Rs ..... (Rupees ..... ) being Sales Tax (ST) and Rs.....(Rupees ..... ) being Income Tax (IT) and Surcharge on IT on the full sale value .

AND WHEREAS the contractor has on-----deposited Rs ..... (Rupees.....) as Fixed Deposit in .....Bank as per Fixed Deposit Receipt (FDR) No .....and pledged the same to the Divisional Manager, Division as security for the due performance by him each and every condition of this contract.

AND WHEREAS the contractor has agreed to collect and remove the Acacia and miscellaneous trees before the time specified in the schedule attached hereto, on the terms, covenants, conditions and provisions hereinafter mentioned.

Now these presents witness that for carrying out the terms and conditions of this agreement into execution the contractor for himself, his heirs, executors, administrators, legal representatives and assigns on the one part and the Divisional Manager .....Division, acting for and on behalf of the Corporation on the other part do hereby mutually agree as follows:-

### **Conditions**

1. The tender documents and all communications to the successful tenderer 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 till four months from the date of confirmation of intimation.**
5. The contractor having paid 1/3 sale value shall pay the balance value in **two equal installments, the first within 30 days from the date of execution of the agreement and the second within 60 days from the date of execution of the agreement.** Extension of time for the remittance of the balance 2/3 value may be granted by the Divisional Manager subject to recovery of interest at a rate of 24 per cent per annum, if he is convinced that the failure to remit the sale value within the stipulated time was due to reasons beyond the control of the contractor, provided the extended period falls within the contract period.
6. Failure to remit any of the above installments even 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. In calculating interest even period below one month will be treated as one month.
8. The contractor shall keep the boundaries of the contract area well cleared of undergrowth and shrub to a width of 3 meters and shall also keep the cairns intact. If the contractor fails to do so, the work will be got done by the corporation and the cost thereof recovered from the contractor, in addition to any penalty which the Divisional Manager may impose.
9. The contractor shall fell & collect only Acacia & miscellaneous trees in the plantation out

rightly sold.

**10.** Removal of produce from the contract area will be permitted only / after payment of full sale value and all taxes. DM may, on **specific request permit the contractor to remove maximum of 1/3<sup>rd</sup> of the produce after remittance of 2/3<sup>rd</sup> sale value plus taxes.**

**11.** The contractor or his authorized agent shall be present at all times in the contract area. 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.

**12.** 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.

**13.** 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 bio-diversity and rules framed thereunder.

**14. (i)** The purchaser shall not assign and /or transfer tendered 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 on payment of Rs 5 Lakhs..

**ii)** No transfer of the tendered unit shall be permitted if the harvesting in the said unit has already commenced.

**iii)** In case of transfer of tendered area from one purchaser to another purchaser who is qualified in all respects to participate in the tender-cum-auction, the transferee purchaser shall have to enter into fresh agreement with the Divisional Manager on the terms and conditions as mentioned above.

**15.** 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.

**16.** The contractor shall commence work in the area from one end and shall proceed to the other end in an orderly and systematic manner.

**17.** All the timber, firewood, etc. cut and 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.

**18.(a) 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.

**19.**No charcoal burning will be allowed within the area under any circumstances.

**20 .**When felling trees standing near the public .road or thoroughfares, red flags with warning notice must be put up at places on either side of such roads at least 100 meters away from the felling point. Trees falling across the roads must be removed and obstruction cleared immediately.

**21.**The contractor shall not stock timber or other produce within the road limits causing hindrance to road traffic or damage to the road surface.

**22.** The contractor shall be held responsible for any loss or damage arising out of the non-observance of the terms and conditions above mentioned.

**23.** 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.

**24.** The contractor and his agent shall be responsible for any illicit felling or removal of trees or other produce within 400 meter of the contract area. Unless proved otherwise to the satisfaction of the Divisional Manager, such illicit felling may render this contract liable to be cancelled in addition to the forfeiture of all money paid by him and of all stock collected under this contract, but not removed from the contract area. The contractor will also be liable for prosecution and for payment of value of timber etc., illicitly felled or removed as assessed by the Manager/Divisional Manager. The contractor or his agent or workman shall report any

such illicit felling or removal to the Manager or any other officer of the Corporation or any Forest officer as soon as the same comes to their notice.

**25.** 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.

**26.** 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.

**27.** 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 on realization of penalty as noted below. Under very special circumstances for sufficient reason further extension can be granted by the Managing Director at his discretion on realization of penalty.

1.Rs.10,000/- per ha. per month for unfelled area. Part of 1 Ha will be treated as 1Ha.

2.Rs 2000/- per ha. per month for the uncleared area excluding the unfelled area above. Part of 1 Ha will be treated as 1ha.

3.Rs.20 per cubic meter of timber and Rs 60/- per stacked ton of firewood and Rs.50/- per 100 bamboos remaining un removed at the close of the original contract period.

4.Rs.10/- per cubic meter of timber, Rs.10/- per stacked ton of firewood and Rs.40/- per 100 bamboos per month for the produce collected during the extended period.

**28.** 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. However transportation of collected and value paid produce which are stacked outside the extraction area will be permitted by the Divisional Manager for one month on realization of -

(i). Ground rent @ Rs 20/- per cubic meter of timber and Rs 10/- per Stacked Tonne of firewood and penalty @ Rs.20/- per cubic meter of timber and Rs. 10/- Stacked Tonne /of firewood..

(ii). Further extension if any can be granted by the Assistant General Manager for 30 days on realization of ground rent @ Rs 30 per cubic meter of timber and Rs.20/- Stacked Tonne / per

month and penalty @ Rs. 30/- per cubic meter of timber and Rs.20/- per Stacked Tonne/ of fire wood per month.

(iii). Further extension if any can be granted by Managing Director at his discretion on realization of ground rent @ Rs 40 per cubic meter of timber and Rs.30/- Stacked Tonne/ per month for firewood & penalty at the rate of Rs.40/- per cubic meter of timber and Rs 30 per Stacked Tonne of firewood / per month.

**29.** Transport of stacked material shall be allowed during the closure period only subject to the conditions that such activities will in no way affect the regeneration works.

**30.** 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.

**31.** If the contractor fails to complete the work before the expiry of the contract period/ extended contract period and the area could not be replanted, the expenditure incurred for raising nursery seedlings will be recovered from the contractor invariably.

**32.** The contractor shall be fully responsible for the acts of himself, his agents, and workmen and of all persons engaged by him to cut, collect, store and remove casuarinas trees 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.

**33.** The contractor shall keep correct accounts in the form prescribed from time to time by the Manager/Divisional Manager, of all timber and firewood collected and removed under this contract and shall submit such accounts to the Field Officer/Assistant Manager before the 5th of the succeeding month failing which, the contractor shall be liable to pay a fine or Rs.100/- per month or fraction thereof for each and every default.

**34.** 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.

**35.** 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.

**36.** 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.

**37.** 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 mahazer prepared by the officers of the Corporation on the last day of the contract.

**38.** 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, Sales Tax authorities.

**39.** 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.

**40.** 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.

**41. Cancellation of the agreement**

(i). In the event of failure on the part of the purchaser to fulfill the provisions of tender 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-tendered / re-allotted to the next highest tenderer/s at the risk and cost of the purchaser. When the Unit is so re-tendered/re-allotted whatever best amount offered may be accepted irrespective of the original value of the unit put up for re-tender / re-allotment. The balance amount due to Kerala Forest Development Corporation Ltd., if any, will be recovered from the original Tenderer/ Purchaser but he/she shall not be entitled to any excess amount if obtained in such a re-tender

#### **42. Revocation of cancelled Agreement:**

(i). The Managing Director reserves the right to revoke the cancellation orders passed by him if the Purchaser fulfils the formalities of payment of amounts due to the Corporation including the due tender amounts, Sales Tax, Income Tax, penalties levied, penal interest, amount falling short in the Security Deposit etc., subsequent to termination or cancellation but before the resale/re-allotment or before confirmation of any bid in such resale and on payment of revocation fee of Rs. 25,000/- (Rupees Twenty Five Thousand Only.)

(ii). Whenever the cancellation of the agreement is revoked, the order of forfeiture of Security Deposit due to the cancellation shall stand revoked automatically.

**43.** 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.

#### **44. 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 felling and extraction till weighing at the purchaser's final destination.

#### **45. 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.

#### **46. 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) The provisions of the Kerala VAT Act/Sale Tax 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.

(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 tender 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.

47. All disputes arising out of or in any way connected with this sale shall be deemed to have arisen in Punalur and within the jurisdiction of the Court of District of Kollam, which court shall determine such disputes.

IN WITNESS WHEREOF the contractor.....and the Divisional Manager , Punalur on behalf of the Corporation, have hereunto set their respective hands and seals on the day and the year above written.

CONTRACTOR

DIVISIONAL MANAGER,  
PUNALUR DIVISION.

Signed, sealed and delivered by the above named ..... in  
the presence of

.....

Witness 1:           Signature           Name &Address

Witness 2:           Signature           Name &Address

**UNDERTAKING.**

I. . . . . have read the tender-cum-auction conditions and attached agreement conditions and understood them. I have visited the plantations detailed in the schedule and satisfied myself of the quality of material and understood the locality and terrain for which I intend to participate in this tender-cum-auction and I hereby agree to abide by all the terms and conditions and in case any loss occurred to the Corporation due to any failure in observing the conditions in the Tender / Agreement by us /me, such loss can be recovered from me.

Place:

Signature:

Date:

Name & Address:

**CERTIFICATE**

I hereby certify that I have read the tender notice and agreement conditions in the tender notice issued vide Kerala Forest Development Corporation Ltd. Ref: ..... and understood the contents of the same. I agree to abide by these tender notice and agreement conditions and the offer as made above is subject to the said conditions, for which I bind myself.

Date :

SIGNATURE

Name and address

:

## **INTEGRITY PACT**

(To be executed on plain paper)

Between Kerala Forest Development Corporation Limited, a Government of Kerala Public Sector, (here-in-after referred to as “Principal”).

AND..... (here-in-after referred to as “The Bidder/ Contractor”).(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

### **PREAMBLE**

The Principal intends to award under laid down organizational procedures, contract for the sale of **Acacia&miscellaneous trees in (2002Acacia plantation) Block V,KaravoorinKaravoorSub Unit of Punalur Division**. Total area extent to (19 Bits Shown in table)

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

**1.** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-

i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.

ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

iii) The Principal will exclude from the process all known prejudiced persons.

**2.** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office i.e, the office of the Addl. Principal Chief Conservator of Forests (Vigilance) and in addition can initiate disciplinary actions.

## **Section 2 – Commitments and Undertakings by the Bidder/Contractor**

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition for personal gain and will not pass the information so acquired on to others.

iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any future contract tender processes of Kerala Forest development Corporation

Ltd. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Section 4 – Forfeiture of EMD / Security Deposits**

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous transgression**

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

#### **Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors**

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.

3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

#### **Section 7 – Criminal charges against violating Bidders /Contractors / Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

#### **Section 8 –Monitoring for this Pact**

1. The Addl. Principal Chief Conservator of Forests who is in charge of the Vigilance function of Kerala Forest Development Corporation Ltd will have authority to carry out monitoring for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. His decision will be communicated to the Managing Director of Kerala Forest development Corporation Ltd.

3. The Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors.

4. The Principal will provide to the Monitor sufficient information about the tender-cum-auction proceedings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit binding recommendations.

6. The Principal will immediately act on the recommendations of the Monitor.

**Section 9 – Pact Duration**

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

**Section 10 – Miscellaneous provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Pricipali.eKottayam. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

Signature

Signature

-----

(Name & Designation)

(Name & Designation)

For the Principal

For the Bidder/Contractor

Place -----

Date -----

Witness 1: -----

Witness 2: -----

## Appendix

### **Rule regarding the performance of Contract entered into 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 into with Forest Officer, 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 into 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 are 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 dt. 23/02/1976, published in K.G.No.10dt.09/13/1976.)*

# KERALA FOREST DEVELOPMENT CORPORATION LTD.

(A Govt. of Kerala Undertaking)

REGISTERED OFFICE: 'AARANYAKOM', KARAPUZHA, KOTTAYAM- 686 003.

**DIVISIONAL OFFICE: THOLICODE P.O., PUNALUR - 691 333.**

Phone : 0475 – 2222316

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## FORM OF TENDER FOR THE SALE OF ACACIA & MISCELLANEOUS TREES IN (2002 ACACIA PLANTATION- 19 BITS – PART OF 45.02 HA) BLOCK V IN KARAVOOR SUBUNIT OF PUNALUR DIVISION

Ref: No. DM/PNR/1929/2017

Date: 14.12.2017

### FINANCIAL BID

1. Name of the tenderer :

2. Full Postal Address:

3. Details of EMD paid Rs.....

(a) D.D. No. & Date:

(b) Name of the Bank:

Sl. No	Name of plantation	Bit Number and extent in Ha	Amount offered (Rs) ( in figures)	Amount offered (in words)
1	Acacia & miscellaneous trees in (2002 Acacia plantation) Karavoor Block Vin Karavoor Sub Unit of Punalur Division.	Bit No. .... Extent. ....	Rs..... ..... ..... .....	Rupees ..... ..... ..... .....

Signature of the Bidder :

Name and address :