



KERALA FOREST DEVELOPMENT CORPORATION LTD.

(A Govt. of Kerala Undertaking)

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

CIN : Uo2001KL 1975SGC002660

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

Phone : 0475 – 2222316

Website: www.keralafdc.org

Form of Tender-cum-Auction

For the sale of Bamboo in Block III Padam Punnala (2000 plantation -34.70 Ha) in Punnala Sub Unit of Punalur Division during 2018-19.

No. DM/PNR/1075/2016

Date: 17.11.2018

Date and Time of Tender submission : 06.12.2018 Upto 1pm

Auction & Opening of Tender documents : From 2pm on 06.12.2018.

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

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NOTICE INVITING TENDER CUM AUCTION

Sale of of Bamboo in Block III Padam Punnala (2000 plantation -34.70 Ha) in Punnala Sub Unit of Punalur Division during 2018-19.

1. Sealed tenders are invited from Industries/Firms/Individuals desirous of purchasing enumerated bamboo to be harvested from the **2000 bamboo plantation (34.70 ha), Block III Padam Punnala area of which has been surveyed and demarcated on the ground.** There will be an open auction, after receipt of tender.
2. The plantation is predominantly of **Bamboo** (Approximate extent is **34.70** hectares).
3. Cost of tender form is Rs **1500/- + 12% GST**
4. EMD to be remitted is Rs **25000/- (Rupees Twenty five Thousand only)**
5. Tender documents can be collected from the head office of the Company or from KFDC Division office at Punalur on payment of cost of tender documents during office hours from 17.11.18 up to 12 Noon on 06.12.18.
6. Tender documents can also be downloaded from the website of KFDC, 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.
7. Completed and sealed Tender documents together with the EMD amount in the form of Cash/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 1 P.M. on 06.12.2018.
8. 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 Block III Padam Punnala (2000 plantation -34.70 Ha) in Punnala Sub Unit of Punalur Division during 2018-19.

From

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

Name of Plantation: Block III Padam Punnala (2000 plantation -34.70 Ha) in Punnala Sub Unit of Punalur Division during 2018-19.

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

DEFINITIONS

The Purchasers shall quote the price for one Metric Tonne. One “MT” means as follows:

16 full bamboos (48 pieces) = 1MT

36 bottom bamboo pieces = 1 MT

45 middle bamboo pieces = 1 MT

125 top bamboo pieces = 1 MT

1. TERMS AND CONDITIONS OF TENDER CUM AUCTION :-

1.1 The intending tenderers are advised to inspect personally, the locations of Bamboo plantations to be harvested, to know the quality of material, location and terrain, for which they intend to submit tenders and satisfy themselves.

1.2 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 appended to the tender document.

1.3 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 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.

1.4. Tender for the produce.

The plantation appended to the tender document, Division, Sub Unit, Location, Year of plantation and Area are mentioned. The tenderer shall accept the actual quantity harvested from the plantations at the same tender rate, irrespective of the actual yield. Rate should be quoted for plantation in the tender form.

1.5. Tender Form, its cost and availability: -

(i) Tender documents can be collected from the Division Office of KFDC on payment of cost of tender documents during office hours on any day up to 12 Noon on 06.12.2018 or up to the same time of the alternate dates, as the case may be. The payment may be made in cash, or through bank draft drawn in favour of the Managing Director, Kerala Forest Development Corporation Ltd. Kottayam payable at Kottayam or by NEFT/RTGS to KFDC Bank A/c No. SBI SB A/c No. 67391586884, IFS code: SBIN0070102, Branch: Kottayam Town (70102).

(ii) Tender documents can also be downloaded from the website of KFDC, www.keralafdc.org and completed documents together with cost of tender form and EMD can be forwarded in time so that the same is received in KFDC Division Office at Punalur prior to 1 P.M. on the tender date/s.

(iii). Cost of tender form plus Tax is not refundable under any circumstances.

1.6. Tender by defaulter or minor or insolvent or black listed person.

Tenders submitted by an Industry / Firm/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.

1.7. (a) Presentation of only one tender

Only one tender shall be submitted by a tenderer the Bamboo plantation in the tender document.

1.7. (b) 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.

1.8. Sale Value of Bamboo to be tendered.

The tenderer shall quote/offer the purchase rates in rupees per one metric tonne for standing bamboo at the plantation site. The rate per metric tonne offered shall be both in figures and words.

1.9. (a). Goods and Service Tax (GST) :-

GST and other taxes as applicable or modified from time to time shall be paid by the purchaser. This amount shall be remitted by the purchaser along with the sale value for the quantities measured out by the Corporation as per the payment conditions.

1.9. (b). Income tax: (TCS) -

i) If the Purchaser is manufacturer, he can claim the 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.

1.10. Earnest Money Deposit

a) Earnest Money Deposit (EMD) is to be furnished as shown in the Tender Form.

b) The payment may be made in cash, or through bank draft drawn in favour of the Managing Director, Kerala Forest Development Corporation Ltd.

Kottayam payable at Kottayam or by NEFT/RTGS to KFDC Bank A/c No. SBI SB A/c No. 67391586884, IFS code: SBIN0070102, Branch: Kottayam Town (70102).

- c) Tenders not accompanied by EMD will be summarily rejected
- d) The EMD of the highest successful tenderer and the second highest tenderer for each unit will be retained. The EMD of the other tenderers will be returned as soon as the sale is finalized.
- e) No interest shall be payable, on the EMD amount.

1.11. Signing of tender: -

- (a) The tender form shall be signed by the tenderer.
- (b) Person or persons signing the tender shall state in what capacity he/she or they 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 fulfill 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.

(c) 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 Powers of Attorney should be signed by the “Karta” who by his signature can bind the family.

1.12.Tender should be sealed:

The Tender complete in all respects, shall be put in an envelope of A4 size bearing the name/s and extent/s of the plantation/s and the address of the tenderer.

1.13 Submission of the Tenders:

Tenders completed in all respects in respect of all sale units 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 06.12.2018 or up to the same time of the alternate dates, as the case may be. When submitted in person, an acknowledgement for the same shall be obtained from the office of the Divisional Manager.

1.14 Invalid Tenders:

Conditional tender or tenders sent by Telegram or tenders sent otherwise than as laid down herein shall be treated as invalid and will not be considered

1.15 Tender form improperly filled in :

Tender not properly filled in or not signed will be treated as invalid. The decision of Divisional Manager, KFDC Ltd; in this regard will be final.

1.16 Tender cum Auction.

Prior to opening of the tenders, auction will be done at 2.00 PM on 06.12.2018 or at the same time of the alternate days, as the case may be, for each plantation /unit among all the intending buyers present who have submitted the tender for that plantation. Only those who have submitted tenders are eligible to participate in the auction for the respective **plantation**.

1.17. Opening of Tenders.

On completion of the Auctions, tenders will be opened by Divisional Manager or his Authorized Representative in the presence of those tenderers who choose to be present at the time of opening of the tenders.

1.18 Presiding Officer's decision to be final:

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

1.19 Jurisdiction of the Courts:

Only the competent Court at Kollam will have the jurisdiction over all matters of dispute that may arise out of the aforesaid sale and no such matter shall be initiated in the Courts at any other place.

1.20 Arriving at the highest bid and procedure for Equal amounts:

If equal acceptable rates per metric tonne are offered by more than one tenderer for one and the same unit, the matter will be decided by negotiations in the presence of such tenderers as decided by the Divisional Manager or his Authorised Representative.

1.21 Acceptance of Tender Notice/Agreement Conditions:

All the prospective and present Tenderers at the time of opening of tenders shall sign the undertaking in token of having read and accepted the conditions of the tender notice/agreement conditions before opening of the tenders. However the act of

signing on the “Form of tender for sale of bamboo for 2018-19” (i.e., on the tender form) entails that the tenderers have read and accepted the conditions of the tender notice/agreement conditions at the time of submitting of the tenders.

1.22 Negotiation with the highest tenderer/bidder:

The Divisional Manager, if found necessary , may carry out a negotiation with the highest tenderer/bidder. If higher rate is arrived at during the negotiation, such higher rate will be considered for further actions.

1.23 Acceptance or otherwise of tenders /auctions:

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

1.24 Tenderer/Bidder bound by the tender:

(a) The tenderers/bidders who have submitted their tenders shall be bound by their offers and by these terms and conditions for a period of not less than 90 days from the date of opening of the tenders or till the date of execution of Agreement for that particular Unit, whichever is earlier.

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

(c) In the case of breach of this condition, the Earnest Money Deposit (EMD) remitted as per Condition **1.10** 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 that sale unit at his risk. The loss unless made good within thirty (30) days from the date of dispatch of notice of demand by registered post, may be recovered from him as arrears of Land Revenue under 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:

(a)

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

Where 'L' is loss, OTA is Original Tendered /Bid Amount and TAR is Tendered/Bid Amount in Re-sale or Re- allotment to next highest tenderer.

1.25. Disqualification of Tenderers/Bidders.

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

1.26. Acceptance of the Tender/Bid.

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

(b) 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 unserved 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 communications at the time of tender.

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

1.27. Automatic Cancellation of Sale .

If the Purchaser fails to complete the formalities prescribed and execute the Agreement within 15 days of receipt of the Order of Confirmation, the Sale shall stand cancelled automatically.

1.28. Consequences on automatic cancellation of Sale to the Purchaser.

Upon the automatic Cancellation of the sale, the EMD will be forfeited and the concerned plantation 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. The loss shall be recovered from the Purchaser as arrears of Land Revenue under RR Act or provision of any law for the time being in force. On such re-sale if there is surplus, KFDC shall be entitled to retain the full amount and the Purchaser shall have no right or claim thereto.

1.29. Tender cum Auction on the alternate dates.

In case if any of the plantations are not successfully sold on the original date of 06.12.2018, such plantations will be tried for tender cum auctions on the alternate dates of 12.12.2018 and 19.10.2018, as the case may be.

Form of Agreement for the collection and removal of Bamboo.

AGREEMENT made thisday ofbetween.....

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(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 bamboo 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 Purchaser has paid through
Rs/- (Rupees) as advance for the anticipated quantity of 10 MT/Ha. Bamboo equal to 20 % of Sale value amounting to Rs./- (Rupees). The advance amount will be adjusted towards the sale value during the end of the collection period.

Now these presents witness and it is mutually agreed as follows:

1. PURCHASER shall extract all matured bamboo from the plantation specified in the Schedule attached to this agreement and retain all other immature culms and other miscellaneous tree growth.

2.

a. This contract shall be in force till 31.03.2019 or such other extended period as per terms of this Agreement.

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b. Minimum price of bamboo payable by PURCHASER shall be as follows.

| Species | Price of bamboo per M T | |
|---------|--|--|
| | Till 31-03-2019 | From 01-04-2019 |
| Bamboo | Rs 2600/- + Additional Price Rs.25/- + 5% GST +5% Regeneration Charges | Price as per selling price fixed by Govt. for the year 2019-20+ Additional Price Rs.25/- + 5% GST +5% Regeneration Charges |

3. The KFDC reserves the right to refrain from permitting harvesting and removal of Bamboo from any particular plantation depending upon the Administrative and Operational exigencies and in the interest of the Corporation.

4. Payment of Advance Sale Amount.

a) At the time of executing Agreement, the PURCHASER has paid an amount of Rs. (Rupees) as Advance Sale Amount. Passes for check measured quantity of materials the value of which does not exceed the Advance Sale Amount remaining with KFDC only will be issued for the transport of the material. Purchaser shall remit the sale value as per the invoice within 18 days of despatch of the same and always keep the Advance Sale Amount full and complete. No interest is payable on this amount by KFDC.

b) Failure to keep the Advance Sale Amount remitted at the time of Agreement in full within the above mentioned 18 days will entail cancellation of the Agreement.

5. Recovery of Dues from Advance Sale Amount

All amounts due, if not paid on the due date shall be adjusted from the Advance Sale Amount paid by the purchaser. The PURCHASER shall replenish within eighteen days of despatch of notice by Registered Post, all such amounts adjusted from the Advance Sale Amount and shall keep the Advance Sale Amount always full and complete so as to retain the same at the initial level failing which the Agreement will be terminated and the KFDC will be entitled to dispose of the balance materials under the contract at the risk and loss of the Purchaser. The Advance Amount and such other amounts remaining with KFDC is liable to be forfeited if the Purchaser fails to abide by the terms of the contract.

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6. Refund of the balance of Advance Sale Amount.

The balance of the Advance Sale Amount, as the case may be, will be refunded to the PURCHASER at the end of the transaction only after the Corporation is satisfied that all the obligations and formalities under the Agreement have been duly complied with by the Purchaser, and that no amount is due from the purchaser.

7. Intimation of Final Destination - Intermediate Depots:

The Purchaser declares that the Final destination of the bamboo extracted under this Agreement is In case of any deviation or if the Purchaser wants to stock the same at an intermediate depot/s he shall furnish the detail/s of the same to the KFDC.

8. Transfer of Agreement:

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

9. General Rules to be observed during extraction:

a) Purchaser shall not enter or send their men into the area assigned for extraction of bamboo without obtaining a license from the Divisional Manager of KFDC having jurisdiction over the area (hereinafter referred to as Divisional Manager) and without duly taking over the area from the Manager of KFDC having jurisdiction over the area (hereinafter referred to as the Manager)

b) Purchaser shall be fully responsible for all the acts or commissions & omissions of themselves, their agents and of all the persons authorized or employed by them to cut, collect, store & transport the bamboo under this contract.

c) The Purchaser shall keep the boundaries of the contract area well cleared of undergrowth and shrub to a width of 2 meters and keep the cairns and boundary stones intact. If the Purchaser fails to do so, the work will be done by KFDC and the cost thereof recovered from Purchaser in addition to any loss or damages as assessed by the Manager, KFDC and approved by the Divisional Manager after giving notice to the Purchaser.

d) A duly authorized agent of the Purchaser shall be present at all times in the contract area. Purchaser may employ an agent or agents to assist them in the work but no such agent shall be considered as duly authorized agent unless his name, residence and a specimen of his signature have been submitted to Divisional Manager and approved by

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him. Divisional Manager reserves to himself the power to object to any of those men appointed as such by the Purchaser on sufficient grounds. Purchaser shall not engage as their agent or workmen any person blacklisted by KFDC or by Kerala Forest Department or Government.

e) Purchaser shall provide each of their agents and workmen with a written authorization which should show his name, age, present residential address and period for which it is valid. This authorization must always be produced in the contract area, when demanded by any officer of KFDC, or forest officer or police officer.

f) Purchaser, their agent and workmen shall comply with the orders and instructions issued by the authorized officers including Field Officer, Manager, Divisional Manager, General Manager or Managing Director of KFDC, from time to time in the matter of collection and removal of the produce under this contract.

g) Purchaser, their agents and workmen employed by them in the contract area are bound to fire protect the entire contract area specified in the schedule and to ensure that no fire escapes from the contract area to the adjoining areas.

h) Should any fire occur in the adjacent forest area, Purchaser, their agents and workmen shall render every assistance and use their best efforts to extinguish the fire and they shall in all cases give immediate notice of the occurrence of the fire to the nearest Forest, Police or Revenue Officer and to the nearest officer of Kerala Forest Development Corporation.

i) Purchaser shall be liable for any loss caused to the produce collected by them by way of fire, theft or any other means, caused due to any action or omission by Purchaser's officials or their agents. Purchaser may insure the produce collected by them from the allotted area against fire, theft or any other loss as per the rules governing the insurance of goods, and shall pay to KFDC value of any produce lost due to fire, theft or any other means.

j) Purchaser, their agent & workmen shall abide by the provisions of Kerala Forest Act, Wildlife Protection Act and other enactments relating to Protection & Conservation of Forests and Wild life therein as well as rules made there under and shall assist officers of KFDC, Forest Officers and Police Officers in preventing commission of any offence, or in detecting such offences within or in the vicinity of the contract area. Purchaser or their authorized agents or their workmen shall not indulge in felling or causing damage to any other trees other than the allotted bamboo from the working area. If any such actions are committed, the contract shall be liable to be cancelled and suitable compensation, as

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assessed by the competent authority, shall be recovered from them. Further they shall be dealt with as per the provisions under Kerala Forest Act and Rules. They shall not knowingly give any shelter within the contract area to any person who has committed any criminal offence.

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

10. Felling rules:

- i.** All culms of less than one year old plus at least five older culms shall left unfelled in each clump. Older culms unfelled shall be evenly distributed over the clumps.
- ii.** All dead, top broken and badly malformed culms shall be removed.
- iii.** Culms shall be cut with in 15 cms. from the ground level or in any case not higher than the second inter node from the ground level. No culms shall be removed with rhizome.
- iv.** In horse shoe or 'V' shaped method, culms shall be worked out in a horse shoe pattern by making an opening from the dense side.
- v.** Flowered bamboos shall be cut only in the year following flowering after the seed fall, in such cases clumps shall be clear felled.
- vi.** Cutting shall be made as far as possible on the side of clump opposite to that where the largest number of new culms are found.
- vii.** In randomised harvesting method, matured culms alone shall be harvested randomly from the clump using sharp knife or hacksaw.
- viii.** Unless otherwise specified, green bamboos shall be worked under selection felling system. No chilies shall be collected from the standing bamboos left after felling in a clump.
- ix.** Remnants of felling or any other combustible materials should not be left on the worked clump or on any road, right of way or fire line.
- x.** Collection of bamboo shall be done in a systematic manner starting from the farthest end of the area allotted for work.
- xi.** All the silviculturally available bamboos will be extracted from the plantation.

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- xii.** No felling will be permitted during June, July and August when the new shoots emerge.

11. Method of measurement of Bamboo

16 full bamboos (48 pieces) = 1 MT

36 bottom bamboo pieces = 1 MT

45 middle bamboo pieces = 1 MT

125 top bamboo pieces = 1 MT

12. Procedure for payment of Sale Value

Based on the quantity of bamboo after check-measurement the Divisional Manager, will raise invoice for the quantity and the same will be delivered to the Purchaser by Registered Post or Special Messenger. The Purchaser on receipt of the invoice will arrange to remit the payment as per the invoice within 18 days. All payments in respect of this contract shall be made by Demand Draft/ NEFT/RTGS/Multicity Cheque favouring the Managing Director, Kerala Forest Development Corporation Ltd., payable at KFDC Bank Account No. SBI SB Account No .67391586884, IFS Code : SBIN0070102, Branch,Kottayam Town(70102).

- a)** The demand for payment will be delivered to the local agent of the Purchaser.
- b)** The amount so arrived as per the invoice shall be remitted by the Purchaser within eighteen (18) days from the date of receipt of Invoice. In case of non receipt of sale amount as demanded by the Divisional Manager, within eighteen (18) days of delivery of Invoice, penal interest @ 15% per annum on the due amount outstanding shall be levied. Under no circumstances the delay for payment beyond Thirty (30) days will be permitted and the Managing Director may suspend the Agreement and adjust the advance amount to the extent of sale amount, taxes and the penal interest due from the purchaser.
- c)** The action so taken will be informed to the Purchaser through Registered Post with Acknowledgement / Special Messenger under proper acknowledgement.

In such an event, the Purchaser shall replenish within (18) eighteen days of despatch of intimation by registered post or in person under acknowledgement, all such amounts adjusted from the Advance Sale Amount and shall thus keep the Advance Sale Amount always full and complete, failing which the Agreement will be terminated at the risk and loss of the Purchaser and the Advance Sale Amount available will be forfeited without giving any further notice.

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d) The Advance Sale Amount paid at time of entering into Agreement as per Condition **No. 4** shall not be adjusted from the demands for payment until after 80% of the agreed total quantity is lifted and willfully adjusted only at the end of the transaction i.e., from the last bills of supply.

13. Transportation of Bamboo.

The Purchaser would transport the bamboo to the destination of the Purchaser at his own cost and arrangements. The produce shall be transported by Purchaser or their duly approved agent only under the cover of passes issued by KFDC as stipulated in Kerala Forest Produce Transit Rules. Passes will be issued by KFDC. Purchaser shall transport the produce only along the routes approved by the Divisional Manager in accordance with KFPT Rules as well as provisions of Motor Vehicles Act and Rules made there under.

14. Issue of transit permit.

After delivery of Invoice to the Purchaser/Agent, transit passes will be issued for removal of the material provided the value of the material permitted to be removed from all the Divisions shall not exceed the Advance Sale Amount deposited by the Purchaser.

a) After invoice is raised the concerned Divisional Manager in whose jurisdiction the produce is delivered shall arrange for the issue of transit permit for transport of the produce to the Purchaser's specified final destination in Form - III white / III Red as the case may be on payment of the cost of passes as per Rules.

b) Where the bamboo is to be transported to intermediate dumping sites within the plantation area itself the concerned Manager/Divisional Manager will issue the required Form - V permits to the Purchaser for transportation of the produce from collection site to dumping site on payment of cost of passes.

c) If the quantity of bamboo released after check measurement could not be transported by the Purchaser to final destination within the state in a single consignment then necessary Form VI (Yellow) Subsidiary Passes will be issued on demand by the Purchaser after realizing the cost of passes thereof.

d) The account for use of such permits shall be maintained by the Purchaser and shall be produced to the concerned Divisional Manager on fortnightly basis.

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e) The stocks of bamboo under the custody of the Purchaser in transit is liable to be checked at any time by any officer, not below the rank of a Divisional Manager of the Corporation or any officer authorized by the Kerala Forest Department.

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

g) No transportation will be allowed from the contract area during night time between 6 P.M & 6 A.M.

15. Delay in Transportation - Extension of transit passes - Fine: -

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

16 .Counterfoils of Used Passes and Unused Passes: -

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

17. Keeping of Records: -

Purchaser shall maintain a correct and detailed record of the felling, collection and transport of the produce and shall submit monthly progress report to the Divisional Manager and Managing Director or as laid down by the latter from time to time. The accounts so maintained by Purchaser shall be open for inspection to the Officers of KFDC not below the rank of Manager. In case of non-submission of progress Reports, a fine @ Rs.500/month will be levied to Purchaser.

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18. Delay in Extraction / Transportation :

Imposing Ground Rent & Fine: Purchaser shall complete felling and transportation on or before 31.03.2019. However, the transportation after 31.03.2019 will be permitted by the Divisional Manager for one month on realization of ground rent @ Rs.25/-per M T per month. Further extension if any can be granted by the Assistant General Manager for 15 days on realization of penalty @ Rs.50/- per M T per month and ground rent @ Rs.50/-per M T per month. Further extension if any can be granted by Managing Director at his discretion on realization of ground rent @ Rs.75/- M T per month & penalty at the rate of Rs.75/-per M T per month.

19. Handing Over of Contract area back.

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

20. Other penalties for violation of Agreement conditions

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

| | | |
|---|---|---|
| a | For leaving produce uncollected in the contract area | Value of the produce as assessed by the Manager and approved by the Divisional Manager. |
| b | For damaging trees which may impair its future growth | Rs. 200/- for each tree. |

21. Of GOODS AND SERVICES TAX and and Payment there of: -

The Purchaser shall pay the GST and or other taxes as applicable or modified from time to time, as per the provisions of the Goods and Services Tax Act and the Rules made there

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under or by any other Act by the Government, on the Sales amount, as per the Invoice. The sales amount or part thereof as the case may be shall not be deemed to have been paid unless the taxes payable along with it has also been fully paid.

The Purchaser shall be responsible for subsequent liabilities if any, including payment of additional sums by way of penalties imposed by the Sales Tax Department or any other Competent Authority at a later date in respect of the produce sold to him under this Agreement.

22. Of Income Tax and Payment thereon: -

- i. In order to claim exemption from paying Income Tax under the provisions of Income Tax Act, 1961 and the rules made there under and amendments made from time to time, the purchaser shall furnish a self declaration in 'Form - 27 C' to the concerned Divisional Manager, before raising the Invoice for allotted bamboo quantities.
- ii. If the Purchaser does not furnish the above declaration, he shall pay income tax as provided in section 206 - C of the Income Tax Act along with the sale price.

23 . 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.

24. Events leading to cancellation of Agreement:

a) In the event of failure on the part of the Purchaser to fulfill the conditions in the Agreement within the time limit prescribed, the Managing Director may cancel the allotment and forfeit all the amounts paid by the Purchaser including the advance amount, duly reverting / confiscating the material released from the Plantations at site. This will be informed to the Purchaser through Registered letter under Acknowledgment.

b) Purchaser shall be responsible for any illicit felling or removal of trees or other produce or hunting of any wild animal within 200 meter of the contract area unless otherwise proved, to the satisfaction of the Divisional Manager, such illicit felling or

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hunting may render this contract liable to be cancelled in addition to forfeiture of all amounts paid by the Purchaser and all stock of produce collected under this contract but not removed from the area.

c). On cancellation of Agreement the Unit will be re-allotted or disposed otherwise at the risk and loss of the Purchaser. When the Unit is so re-allotted or disposed whatever best amount is offered may be accepted irrespective of the original value of the unit allotted. The balance amount due to Kerala Forest Development Corporation if any, will be recovered from the Purchaser but who will not be entitled to any excess amount if obtained by such disposal. In such a case, the decrease in the Volume/Weight ratio of the material already extracted, if any, will also be treated as a loss to KFDC and is recoverable from the Purchaser.

25. Revocation of cancelled Agreement:

The Managing Director reserves the right to revoke the cancellation orders passed by him under Agreement Condition **No. 20** provided that

- a) All the amounts due to the Kerala Forest Development Corporation Ltd., including the sale value of pulpwood, GST, Regeneration charges, Income Tax, penalties levied, penal interest, etc are paid by the Purchaser before the date of re-sale/re-allotment of the unit.
- b) If the Purchaser fulfils the formalities of payment of amounts due to the KFDC including the sale value, GST, Regeneration charges, Income Tax, penalties levied, penal interest, amount short in advance amount, etc., subsequent to termination or cancellation but before the resale/re-allotment or before confirmation of any bid in such resale the cancelled Agreement can be revoked on payment of revocation fee of Rs. 25,000/- (Rupees Twenty Five Thousand only).
- c) Whenever the cancellation of the Agreement is revoked, the order of forfeiture of Advance mount due to the cancellation shall stand revoked automatically.

26. Indemnity for any loss or damage:

- a) The Purchaser shall not be entitled to claim any compensation whatsoever in case the Kerala Forest Development Corporation is not able to allot the bamboo from the said plantations/units due to unforeseen circumstances like floods, cyclone, tempest,

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disease, pest, drought or any other natural calamities or by reason of any wrongful acts committed by any third party or any other reason whatsoever.

b) The Kerala Forest Development Corporation will not be responsible for any loss or damage that may be caused to the produce sold to the Purchaser as a result of fire, floods, theft or any other calamity from the date of delivery of the material till receipt at the purchaser's final destination.

c) Where the material is stocked in the plantation site / temporary dumping yard, the Purchaser shall make his own arrangements to safeguard the produce in an appropriate manner besides insuring the same against any calamities. The Kerala Forest Development Corporation will not be responsible for any loss or damage at such a temporary intermediate depot.

27. Observance of Acts & Rules:

a) The Purchaser shall at all times abide by the provisions of Kerala Forest Act, 1961 as amended from time to time and the Rules made there under.

b) The provisions of the Goods and Services Tax Rules as amended from time to time shall apply and the Purchaser shall abide by the provisions of the said Act.

c) The provisions of the Indian Income Tax and other Central/State Acts as applicable to the sale shall apply and the Purchaser shall abide by the provisions of these Acts/Rules.

d) Liabilities under the Workmen's Compensation Act and other Acts and Rules relating to the workers engaged by the Purchaser / his Contractors shall be borne by the Purchaser or his Contractors.

e) Any infringement of Agreement conditions and provisions of Relevant Acts and Rules made there under as amended from time to time will entail cancellation of allotment, termination of the Agreement and forfeiture of the amounts already paid and confiscation of the produce in the Plantations/Units.

28. Payment of Penalties

Penalties levied shall be paid by the Purchaser within 18 days of despatch by Registered Post of the notice of demand for payment. In case of failure, such amounts shall be recovered from the advance amount, with 15 % annual interest from the due date.

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29. Force - majeure:

The Kerala Forest Development Corporation may revoke the Agreement and withdraw from the compliance of the same in the event of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, caused to the Purchaser.

30. Jurisdiction of Courts

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

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

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

SCHEDULE

PLANTATION COVERED UNDER THIS AGREEMENT

| Sl.No. | Division | Sub unit | Location | Year of Plantation | Extent (Ha.) | Expected Yield in M T | Remarks |
|--------|----------|----------|----------------------------------|--------------------|--------------|-----------------------|---------|
| 1 | Punalur | Punnala | Block – III Padam- Punnala | 2000 | 34.70 | | |

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In witness thereof Shri., Divisional Manager on behalf of
KFDC, Punalur and Shri. -----hereunto set their hands
on the day, month and year first above written.

In the presence of witness

For **PURCHASER**

- 1.
- 2.

Signature

Name and Designation

In the presence of witness For **Kerala Forest Development Corporation Ltd.**

- 1.
- 2.

Signature

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.10 dt.09/13/1976.)

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.

Place:

Date:

Signature:

Name & Address:

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

Form of Tender for the sale of bamboo in (2000 year plantation – 34.70Ha) of Block III Padam Punnala in Punnala Sub Unit of Punalur Division**during 2018-19**

Ref.No. DM/PNR/1075/2016

Date: 17.11.2018

FINANCIAL BID

I.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 | Approximate extent in Ha | Amount offered per MT (Rs) (in figures) | Amount offered (in words) |
|--------|---|--------------------------|---|---|
| 1 | Bamboo in (2000 year plantation) Block III Padam Punnala in Punnala Sub Unit of Punalur Division. | 34.70 Ha | Rs..... | Rupees |

Signature of the Bidder :

Name and address :

