

**Auction No: C1/1191/2018**

**KERALA LIVESTOCK DEVELOPMENT BOARD LIMITED**

(A Govt. of Kerala Undertaking)

(Office Seal)

**T E N D E R**

Containing General / Special Conditions of Contract

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Name of Tenderer:

Address:

Signature of the Tenderer:

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Last date and time for the receipt of Tender 17.05.2021 up to 12 Noon.  
(Date) (Time)

**KERALA LIVESTOCK DEVELOPMENT BOARD LIMITED**

**FORM OF TENDER**

**FOR THE SEALED OFFER / OPEN AUCTION FOR THE DISPOSAL  
OF 257 EUCALYPTUS STANDING TREES AND OTHER TREES  
(Including 29 Felled Trees 40 logs)**

To  
**The Manager (AH)**  
 KLD Board Ltd.,  
 Mattupatti - 685 616  
 Munnar, Kerala

Sir,

1. I / We do hereby tender for the 'Bulk sale of felled Eucalyptus grandis and other trees enumerated in the accompanying schedule in accordance with the terms and conditions, and specifications of the contract.
2. I / We hereby accept and agree to abide by the General and Special conditions in the auction document.
3. I / We further agree to complete the whole work of sizing and removal of trees in accordance with the general and special conditions of the sale.
4. An Earnest Money Deposit (EMD) of Rs1,00,000/-) has been paid as NEFT or DD, drawn on SBT Munnar, in favour of Manager (AH) is enclosed ( Bank details mentioned in page number 10 of this tender form) .
5. The D.D. No..... Dated..... is enclosed.

Tender schedule – 1

Earnest Money Deposit Rs : Rs. 1,00,000/- (Rupees One Lakh Only)

Full Signature of Bidder :

Full Name (Capitals) :

Nationality :

Place of Residence :

Address :

Mobile Phone No :

Date of submission. :

**Cost of Tender form : Rs. 3700/-**

**GST( 12% ) : Rs. 444/--**

**Total : Rs. 4144/-**

E.M.D : Rs. 1,00,000/-

Details of EMD submitted / : By DD No.....

Date .....

For Rs 1,00,000/-

(Rupees One lakh only)

Drawn on State Bank of Travancore in  
Favour of Manager (AH), KLD Board,  
Mattupatti

Details of trees	Condition of trees	Amount quoted in words	Amount quoted in figures
<b>Block 1</b> 145 Eucalyptus trees 43 other trees (Silver Oak) 49 other trees (E.Red gum) 10 other trees (Ulnas) 10 other trees (Swiss pine) <b>Total: 257 standing trees</b> <b>Total: 29 E. grandis Felled trees</b> <b>Grand Total-257+ 29 = 286 trees</b>	257 Standing trees 29 Felled trees lying at site In survey Nos. of Mattupatty unit (1241/1,4,5, 783/3, 783/5,6, 11/6,13,14, 472/3,474/3. 1261, 475/4,476/3,477/3, 785/1,4 996/2,4)		

Full Signature of the Contractor :  
with date

Permanent address of the Contractor :

Contact address of the Contractor with  
Mobile number :

Signature and designation of the  
Officer opening the quotation :

## TERMS AND CONDITIONS

### SEALED OFFERS –CUM-OPEN AUCTION OF STANDING & FELLED EUCALYPTUS AND OTHER TREES IDENTIFIED AND MARKED IN MATTUPATTI FARM

1. The Managing Director, KLD Board proposes to sell 257nos. Standing and other trees & 29 nos. felled Eucalyptus grandis trees ( 40 logs) identified, numbered and noted below in the Mattupatti Farm through sealed offer cum open auction.

The Manager (AH), Mattupatty farm will conduct the sealed offer cum open auction sale of the said trees on behalf of the Managing Director.

- a. Details of Standing & felled trees for sale: Block No. I (Both Standing & felled trees)

**Bulk sale of 257 nos. of identified Eucalyptus grandis and other standing trees and felled 29 nos Eucalyptus grandis trees ( 40 logs)**

Name of trees	No. of trees	Remarks
Block -1 145 Eucalyptus trees 43 other trees (Silver Oak) 49 other trees (E.Red gum) 10 other trees (Ulnas) 10 other trees (Swiss pine) <b>Total: 257 standing trees</b> <b>Total: 29 E. grandis Felled trees</b> <b>Grand Total-257+ 29 = 286 trees</b>	257 Standing trees 29 Felled trees lying at site of Mattupatty unit <b>TOTAL -286 Trees</b>	In survey Nos. of Mattupatty unit (1241/1,4,5, 783/3, 783/5,6, 11/6,13,14, 472/3,474/3. 1261, 475/4,476/3,477/3, 785/1,4 996/2,4)
<b>TOTAL -286 Trees</b>	<b>TOTAL -286 Trees</b>	

- b. EMD to be collected : Rs. 1,00,000/-
- c. Cost of tender documents : Rs. 3700/- + 12% GST

2. The tender documents will be issued from 22.04.2021 to **15.05.2021 up to 5 pm** on working days during office hours.

3. The tender document for the sale of Standing 257 Eucalyptus grandis and other trees together with 29 felled trees can be had from the Office of the Manager (AH), KLD Board, Mattupatti Farm, Munnar on payment as noted under Para No. 1 (c) above during office hours (10.00 am – 1.00 pm & 2.00 pm – 5 .00 pm) on working days in person or by sending the cost of tender document in the form of a demand draft drawn in favour of the Manager (AH), KLD Board, Mattupatti – 685 616 (Via) Munnar, Idukki Dist. Or by online transfer of amount. The Board will not be responsible for any postal delays.

Continued.....

Bidder / Contractor

Manager (AH)  
KLD Board, Mattupatti

**4. Tender documents should be purchased for the entire one Block of 286 Standing & felled trees put under auction, even if the tenderer is participating only in open auction. The signed tender document in acceptance of terms and conditions should reach the office before the prescribed time and date. Sealed tenders without EMD will not be considered.**

5. Duly filled up tender documents should be accompanied by EMD as specified under Para No.1 (b) above in the form of a crossed Demand Draft drawn in favour of Manager (AH)), KLD Board Ltd., Mattupatti. The EMD can also be remitted in the office Manager (AH) in cash at Mattupatti Office of the Board and the receipt should be attached with the offer. In case of remittance of EMD by DD the DD along with tender should be furnished to the Manager (AH). Two persons are allowed for each Bidder to participate in the auction.

6. A person may participate in both the auction as well as the tender. However, it is not obligatory on his part to participate in both. The same EMD can be used for sealed tender / auction.

7. Those who wish to participate in the auction / tender should furnish their permanent address Mobile Number, and signature duly certified by village officer while submitting the tender along with EMD.

8. The Bidder shall submit the tender for total number of Standing & felled trees in the prescribed form in sealed cover addressed to the Manager (AH), KLD Board, Mattupatti Farm, Munnar (Via), Idukki Dist – 685 616 and the cover should be super scribed “Tender for the sale of Standing & felled Eucalyptus grandis and other trees.”

**9. The sealed tender should reach the Manager (AH), KLD Board, Mattupatti on or before (date) 17.05.2021 by 12 Noon. The auction will start at 2.00 pm on the same day. If the date fixed for submitting the sealed tender & conduct of the auction happens to be a holiday, the same will be arranged on the next working day at the same hours.**

10. Tender received after the stipulated date and time will not be entertained.

11. Bidder shall quote the amount offered in the appropriate column of the prescribed form, ‘Bulk sale of 257 nos. of identified Eucalyptus grandis and other standing trees and felled 29 nos Eucalyptus grandis trees’(40logs)

(contd....)

Bidder / Contractor

Manager (AH)  
KLD Board, Mattupatti

12. Amount below the estimated price of total 257 No. of the Standing & 29 felled trees will be taken as the starting bid price for public auction. The sealed covers will be opened immediately after the public auction is over and the deal will normally be fixed in favour of the auctioneer or Bidder who quote highest amount, if found reasonable, and fulfilling all the tender conditions, and based on the recommendations of the committee constituted for the purpose subject to the approval of the Managing Director, KLD Board.

13. Managing Director, KLD Board reserves the right to accept / reject any tender / auction sale on any reason that need not be communicated to the participants.

14. The identified 257 nos. of Standing & 29 nos of felled trees put to sale by auction / tender can be inspected on working days during office hours with the permission of the Manager (AH), KLD Board, Mattupatti unit. The Bidder should inspect the Standing & felled trees before participating for making assessment of the value of trees and any dispute arising thereafter or during the finalization of tender or during the removal of trees by successful bidder will not be entertained and board is not responsible for any disputes in this regard.

15. Those who wish to participate in the sealed offer-cum-open auction should make themselves up to date with all the details about the trees, which are identified & standing in the fields / felled and marked for sale. Any complaint about the number/ quantity etc. of the trees will not be entertained once the auction / tender is over. Sanction for field visit will be granted on request during office hours on working days.

16. Tenders received after the date and time specified above or received without the required enclosures or tenders found defective in any respect will be rejected.

17. If any of the participants in the auction is found guilty of causing hindrance to the successful conduct of the auction, he would be excluded from participating in the auction and will be forced to leave the place and will not be permitted to participate in any future auction / quotation / tender conducted in the unit.

18. If it is found that the participants are directly or indirectly joining hands to defeat the auction, the authorized officer, the Unit Head, Manager (AH), KLD Board, Mattupatti unit is empowered to stop / cancel the auction / tender.

19. The highest rate offered if found reasonable, will ordinarily be accepted and recommended for the approval of the Managing Director, KLD Board by the committee. But the Managing Director, KLD Board reserves the right of accepting or rejecting any offers without assigning any reason whatsoever.

20. The first, second and third highest auctioneer / Bidder will not be permitted to withdraw their offer within a period of 2 months from the date of opening of the tender / auction. The EMD will be retained by the Board without interest and will be released after 2 months or finalization of the offer whichever is earlier.

(contd ....)

Bidder / Contractor

Manager (AH),  
KLD Board, Mattupatti

21. The bid value including taxes thereon and all other statutory levies as applicable from time to time shall be remitted by the successful bidder / Bidder in the form of a Demand Draft payable at Munnar in favour of Manager (AH), KLD Board, Mattupatti Unit.

22. (a) The successful Tenderer / Bidder shall within 10 days from the date of orders of KLD Board intimating the acceptance of the offer remit 100 % of the bid value to Manager (AH) KLD Board Ltd, Mattupatti and execute an agreement (contract) in the prescribed format in **Kerala stamp paper worth Rs. 500/-**. Failure to remit the amount and execute the agreement in time will result in the forfeiture of the EMD and cancellation of orders accepting the offer.

(b) In addition, the successful bidder / Bidder (hereinafter under called as contractor) shall remit 5% of the bid value as Security Deposit along with execution of agreement. The EMD remitted would be adjusted to the security deposit. No interest will be paid for the Security Deposit.

(c) When 100 % value of the cost of trees together with taxes as applicable including income tax, Flood cess, GST, and other taxes applicable ( Forest Development Tax) and security deposit are remitted to the Board the contractor should remove the felled trees completely within 3 months. Selective removal will not be permitted. Prevailing tax rates are as follows.

1. **Forest Development Tax: 5% of the bid value**
2. **GST 18 % of ( Bid Value Plus FDT)**
3. **Tax collected at Source (TCS) ( for those buyers with PAN): 2.5 % of ( Bid Value Plus FDT plus GST)**
4. **Tax collected at source (TCS) (for those buyers without PAN): 5% of ( Bid Value Plus FDT plus GST)**
5. **Kerala Flood Cess ( applicable to intra state supply to an unregistered person): 1% of ( Bid Value Plus FDT Plus GST)**
6. **Health & Education Cess ( If the purchaser is a Non Resident or a Foreign Company): 4% of Tax collected at Source plus surcharge**

#### **Surcharge and Health& Education Cess on TCS Rated**

Status	Amount	Surcharge Rates
<b>NonResident individuals/HUP</b>	<b>Payment more than Rs. 50lakh to Rs. 1 crore</b>	<b>10%</b>
	<b>Payment exceeding Rs. 1 crore</b>	<b>15%</b>
<b>Non Resident Co-operative society/firm</b>	<b>Payment more than Rs. 1crore</b>	<b>12%</b>
<b>Non domestic company</b>	<b>Payment more than Rs. 1 crore but not more than Rs. 10 crore</b>	<b>2%</b>
	<b>Payment more than Rs. 10 crore</b>	<b>5%</b>

(Contd...)

Bidder/ Contractor

Manager (AH)

23. All revision of taxes or conditions stipulated by the Government from time to time will be applicable to this tender / auction also. The successful contractor will be solely responsible for the discharge of all such taxes / levies chargeable from time to time as applicable.

24. The successful bidder/ tenderer shall be responsible for dismantling of electric lines causing hindrance to removal of trees in collaboration with the energy provider (KDHP). The expenses connected shall be borne by the successful bidder/ contractor.

25. The contractor will not be permitted to make damages or cut trees other than those identified, felled for auction. In case of any such incidence the contractor is liable to pay the cost of damages fixed by the Board.

**26. Felling and removal of trees should be completed within 3 months from the date of agreement.**

27. The Board will not be responsible for any damage caused by any natural calamities, theft, untoward fire incidence if that may happen to trees after the auction / tender.

28. Cutting permit and other papers if required for felling the trees and for transporting the timber must be obtained from the Forest authorities concerned by the contractor himself. This office will not bear any responsibility in this regard.

29. The Contractor should ensure that no damage is caused to the properties like buildings, electric lines, telephone lines, electric fencing, pipe lines, road, and culverts, pasture lands etc. owned and managed by the Board as well as by other public or private concerns or persons in the locality while trees are felled and transported. If any damages are caused, the contractor should arrange for the rectification of the same at his cost and pay compensation as decided by the Manager (AH) / competent authorities.

30. The successful Contractor is responsible for the safety of the labourers / employees employed by him, and he shall be liable to pay compensation as per rules in force. The Board will not have any Master-Servant or Employer – Employee relationship what-so-ever with the Contractor or his employees.

31. Extension of time for the completion of the work will not be granted. But the Managing Director, KLD Board reserves the right to accept or reject the request for extension of the time on the merit of the case. Applications received at least 30 days before the expiry of the contract period alone will be considered for extension of time. If extension of time is granted, beyond the expiry of contract period of three months, the contractor shall compensate the Board for the loss on account of such extension of time of one month by remitting an additional 5% of the cost of the already felled trees remaining at site as on date. The cost of the felled trees but unlifted and remaining at site shall be communicated by the Manager (AH). Under no circumstances the extension period would be granted beyond two months.

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Bidder / Contractor

Manager (AH)  
KLD Board, Mattupatti



32. The contractor should have no relationship with any employee of the Board.
33. The contractor is not permitted to make any new road / roads and erect any structures in the farm premises.
34. The felling / transporting and connected work of Eucalyptus grandis and other trees will be allowed only during the office time from 8.00 AM to 5 PM on working days.
35. If the Board is forced to conduct a re-auctioning of the trees due to any failure on the part of the contractor, the contractor will be bound to make good any loss that may be sustained by the Board due to re-auction. But he will not have any right to any profit, which the Board is able to make due to re-auction. In case the contractor fails to comply with the provisions of the agreement, the security deposit and or any amount due to him from the Board shall be forfeited and credited as revenue of the Board.
36. Those bidders who have not fulfilled their contractual obligations with the Board in any of the previous auctions of similar nature will not be permitted to participate in this auction / Tender
37. The Board reserves the right to take revenue recovery steps against the contractor who fails to fulfill his contractual obligations with the Board.
38. The contractor shall produce valid registration certificates of GST, and pan card copy. The Security Deposit will be released only after such certificates/ photo copy duly self-attested are produced.
39. Transfer / Subletting of the work by the successful contractor in whole or in part is not permissible under any circumstances.
40. No post offers will be considered for the sale
41. Branches of trees, leaves and portion of bark etc. of the felled trees should be removed from the pastures and staked in places as directed by the Manager (AH), Mattupatti Unit or officers of the unit authorized by him then and there.
42. In case of dispute, the decision of the Managing Director, KLD Board is final and binding..
43. Security Deposit will be released only after the smooth completion of the contract. If any amount is to be made good from the contractor on any account, the same shall be adjusted from the security deposit if such amounts are within the deposit. Excess amount if any are to be paid by the contractor over and above the security deposit such amounts would be paid by the contractor within the time allowed for such payment. If any balance amount is due to the contractor after adjusting the security deposit the same shall be released to the contractor.

(contd .....)

Bidder / Contractor

Manager (AH)  
KLD Board, Mattupatti

44. The contractor shall ensure that his activities and that of his laborers / employees do not cause any hindrance to the smooth functioning of the farm operations.
45. All rules and regulations applicable in Government tenders are applicable to this tender also.
46. The Bidder (contractor) who has valid registration from tax authorities are only allowed to enjoy the relaxation of tax allowed as per rules and the other Bidders are liable to remit the full taxes applicable.
47. In case any difference or dispute arises in this regard, all legal proceedings relating to the matter shall be instituted in the Court Court at Devikulam, Idukki District only.
48. On the day of auction itself as an advance payment, the highest bidder/ tenderer has to remit Rs. 2,00,000/- (Rupees two lakhs only) to this office as cash/ Demand draft payable at Munnar in favour of Manager (AH), KLD Board, Mattupatti payable at Munnar or online transfer of amount and produce the UTR number for confirmation.

Beneficiary Name: MANAGER AH, KLDB, Mattupatti.  
Beneficiary account Number: 57064109127  
Bank Name: STATE BANK OF INDIA , MUNNAR  
IFSC : SBIN0070135

Bidder / Contractor

Manager (AH)  
KLD Board, Mattupatti



