

Event Details					
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type
MSTC/TVC/KERALA LIVESTOCK DEVELOPMENT BOARD LTD/3/PATTOM, TRIVANDRUM/24-25/19353  Event Type : General e-Auction   RCM NO	2024-08-13::11:00:00	2024-08-13::16:30:00	2024-07-29	2024-08-12	Item Wise EMD

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
KERALA LIVESTOCK DEVELOPMENT BOARD LTD	PATTOM, TRIVANDRUM	GOKULAM, PATTOM	TRIVANDRUM	INDIA	0471-2440920/0471-2449138		kldboard8@gmail.com	Dr. V JYOTHISH KUMAR

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location
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EMD Amount	LOT No. 1 LOT Name.Eucalyptus and other trees	<p><b>Eucalyptus and other trees identified and serially numbered from 1 to 2000</b></p> <p><b>Total number of trees:2000 Nos.</b></p> <p>1. Eucalyptus grandis: 1981 Nos.(1712.18 Cubic volume stacked/Firewood in CUM(CVS/FW))</p> <p>2. Redgum:1 Nos.(1.616 Cubic volume stacked/Firewood in CUM(CVS/FW))</p> <p>3. Microcarpa: 3 Nos. (0.514 Sum of cubic volume in CUM(CV)),(0.152 Cubic volume stacked/Firewood in CUM(CVS/FW))</p> <p>4. Silver Oak: 8 nos.(9.119 Sum of cubic volume in CUM(CV)),(8.813 Cubic volume stacked/Firewood in CUM(CVS/FW))</p> <p>5. Ulnus: 2 Nos.(2.36 Sum of cubic volume in CUM(CV)),(1.973 Cubic volume stacked/Firewood in CUM(CVS/FW))</p> <p>6. Wild cheery: 5 Nos.(1.228 Sum of</p>	1.0 LOT	18.0
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		cubic volume in CUM(CV)),(0.329 Cubic volume stacked/Firewood in CUM(CVS/FW))  <b>Total :</b>  <b>13.221 Sum of  cubic volume in  CUM(CV) for item  3 to 6</b>  <b>1725.063 Cubic  volume  stacked/Firewood  in CUM(CVS/FW)  for item 1 to 6</b>  <b>FDT: 5%</b>  <b>HSN  Code:4403(wood  in the rough)</b>		
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ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, [www.mstcindia.co.in](http://www.mstcindia.co.in)

**BIDDERS WITH GENERAL TYPE REGISTRATION ONLY CAN PARTICIPATE IN THE AUCTION. BIDDERS REGISTERED FOR FOREST TYPE AUCTIONS MUST REGISTER THEMSELVES ONCE AGAIN IN GENERAL TYPE TO PARTICIPATE IN E\_AUCTION>**

THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION AND UNDER "VIEW LIVE AUCTION" IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS.

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

PRE BID: An interest free PRE BID EMD of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only ) as mentioned above has to be deposited by all bidders directly through RTGS to MSTC Ltd. The Prebid EMD of the successful bidder will be adjusted with post bid EMD.The pre-bid EMD

amount needs to be paid by the participating buyers through MSTC's e-commerce portal through below mentioned link provided in the buyer account, within Office hour, atleast one day before the date of e-auction:

Bidders after successful login will get three new links at their homepage as

Pay Pre Bid EMD 2. EMD Refund Request 3. EMD Ledger

Pre Bid EMD must be paid by the bidder (NEFT/RTGS) through this first link only (Pay Pre Bid EMD) otherwise the automation will not work. Refund to bidder as per their online request will also be processed from HO on the next working day. This pre-bid EMD cannot be used for any other purpose. The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link. The unsuccessful buyer, can raise their refund request in EMD Refund Request link.

i) In case of failure of H-1 bidder to remit the Post-Bid EMD amount, this pre-bid EMD will stand forfeited by KLDB/MSTC.

ii) In case of failure of H-1 bidder to remit balance payment due (along with applicable taxes) within the stipulated period to KLDB, then all payments made to KLDB/MSTC will stand forfeited by KLDB/MSTC.

Quantities indicated are approximate and quantity indicated may vary +/- 25 %.The tenderer should lift the available quantity only. The volume of the trees/ firewood indicated is approximate only. The successful bidder should lift the identified numbers of trees in the Block only.

All the applicable taxes/duties/levies as notified by Government of India or any of the State Governments of India prevailing on the date of delivery shall be payable by the successful bidder.

1. KERALA LIVESTOCK DEVELOPMENT BOARD LTD, Thiruvananthapuram having its Head Office at Gokulam, Pattom, Thiruvananthapuram, the owner / seller, will be hereinafter referred to as PRINCIPAL and MSTC Ltd., the Selling Agent of the PRINCIPAL will be hereinafter referred to as MSTC. Wherever the words Buyer, Purchaser, Successful Bidder are indicated, it will be referred to as Successful Bidder.

2. VALIDITY OF BIDS : All bids will be valid for acceptance by MSTC for a period of 60 (Sixty) days from the date of closing of e-Auction (excluding the date of closing of e-Auction). In case the 60th day falls on a holiday or remains closed for MSTC/PRINCIPAL, such bids will be deemed to be automatically extended to be valid upto the next working day of MSTC/PRINCIPAL.

3. INSPECTION: The intending bidder or his authorized representative may inspect the materials as per the schedule mentioned above, between 10.30 am to 12.30 pm and 02.30 pm to 4.00 pm on any working day at the location specified against the lot with the prior permission from the respective contact person

Location : In the Farm campus of Mattupatty Unit of KLDB at Munnar, Idukki District

KLDB : MANAGER(AH) KLD BOARD MATTUPATTI FARM, MUNNAR, Contact Number : 04865-242202 / Mob: 9446004281, Head Office eMail: kldboard8@gmail.com// Mattupatty email: indoswisskldb@gmail.com

MSTC: Shri Santhosh Kumar Rajendran, Manager 8884600700 / 0471-2326686/ email - skrajendran@mstcindia.co.in/tvcopn3@mstcindia.in

4. CONDITIONS OF GOODS: The description/quality indicated are approximate and furnished to enable bidders to quote their rates. Bidders are

advised to quote their rates only after inspection of items at site. But neither the sale could be invalidated nor the bidder can make any claim/compensation whatsoever on account of any defect in description, deficiency in the quantity and quality. Notwithstanding anything contained in the e-Auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on as is where is basis only. PRINCIPAL/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of caveat emptor (let the buyer be aware) will apply. No complaint will be entertained after sale.

5. Conditional offers will not be accepted/entertained.

6. Goods/Equipment/Materials will be sold in as is where is condition and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description, if any.

7. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer PRINCIPAL/MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lot as put up for sale, subject to change by nature's wear and tear, will be affected by the company. No complaint regarding quality or misdescription for the materials sold will be entertained once the bid has been accepted.

8. Bank details of KLDB :

Buyer / Bidder will have to deposit the material value in the Bank Account of Seller / Principal or through DD favoring Seller / Principal and not in MSTC's Bank Account. Only Service Charge favoring MSTC will be deposited in MSTC's Bank Account. If Buyer / Bidder deposits the payment favoring the Seller / Principal in MSTC's Bank Account, it will be refunded back to Buyer's / Bidder's Bank Account.

Bank Details

Bank Name :State Bank of India

Branch :PATTOM, TRIVANDRUM

A/c No : 00000057009288509

IFS Code :SBIN0070212

9. GST: GST as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this e-Auction shall be payable by the successful bidders directly to Principal at the time of taking delivery of materials. The present rate of GST applicable is indicated in this e-Auction list. All revision of taxes or conditions stipulated by the Government from time to time will be applicable to this auction also. The successful bidder will be solely responsible for the discharge of all such taxes / levies chargeable from time to time by the Government as applicable **[GST = (Material Value plus FDT) x18%]**

10. Forest Development Tax and TAX COLLECTED AT SOURCE: FDT @ 5% on Material Value is applicable.

11. TAX COLLECTED AT SOURCE: Income tax as applicable (2.5%) **[TDS = (Material value + FDT+GST ) x 2.5%**

12. POST-BID STATUS: The status of the highest bids having been accepted on Confirmed or STA basis must be personally seen by the Bidders online through the link Auction Lot Status immediately after closing of eAuction which will be displayed upto 7 (Seven) days from the date of Closing of eAuction (excluding the date of closing of eAuction) and payment of Post-Bid EMD/SD must be made accordingly. Also, immediately after closing of eAuction, a system generated Sale Intimation Letter will be issued automatically to the email of the Highest Bidder. Bidders must, therefore, keep a watch on their incoming e-mail in this regard.

13. EMD PAYMENT:

13 A. It is the responsibility of the Bidders to check the status of their bids after the closing of the E-auction. Post bid EMD of 50% of Material value after adjusting the pre-bid EMD amount is to be paid within 15(Fifteen) days from the date of acceptance of bid (excluding the date of e Auction) to the above mentioned bank account details . Non-payment will result in automatic deactivation of Bidders Login.

13 B. In case the successful Bidder pays the post bid EMD, but fails to pay the material value along with applicable Duties and Taxes within the due date, the entire payment will stand automatically forfeited. If the last date of payment happens to be Bank/MSTC Holiday, the payment will be accepted on the next working day.

14. ISSUANCE OF SALE ORDER: On receipt of EMD to the Seller and intimation to MSTC, Kerala branch office, sale Order will be issued by MSTC for sold lots.

15. BALANCE PAYMENT: In case of sold / confirmed lots and lots accepted on STA basis the balance payment has to be made within 30 (Thirty) calendar days from the date of issue of Sale Order (excluding the date of issue), as per the details given in the Acceptance Letter/Sale Order issued by the MSTC. Before issuing sale order by MSTC, the bidder has to execute an agreement (contract) in Kerala Stamp Paper worth Rs.500/-in the prescribed format.

**[CLICK HERE FOR AGREEMENT FORMAT](#)**

In case of delay, late payment charge @ 1% per week or part thereof on material value will be charged upto 2 (TWO) weeks only and thereafter the EMD will stand forfeited without any notice. In case, the last day of payment happens to be Closed Holiday for MSTC or Banking Institutions, the next working day will be taken as the day of payment without late payment charges.

16. DELIVERY TERMS: The Delivery Orders will be issued after receiving the balance payment.(full payment + all taxes applicable). Felling and removal of trees should be completed within 3 months from the date of delivery order. The delivery of material will be given after realization of the DD/PO/BCs if submitted as an Instrument. In case of delay, ground rent @ 1 percentage per week of the bid value or part thereof will be charged upto 2 (Two) weeks only and thereafter the Earnest Money Deposit, balance material value will stand forfeited without any notice. If the last date of delivery falls on a closed holiday for PRINCIPAL, the next date of delivery will be the immediate next working day of PRINCIPAL. Materials sold but not removed within the specified date, will become the property of PRINCIPAL, and it will have the right to dispose of such goods in any manner as they deem fit without any notice. The materials that are sold on lot basis on as is where is condition will

be issued without weightment.

NOTE:

- (a) The successful bidder should lift the materials within the validity period as stipulated in sale disposal order including penalty clauses as mentioned.
- (b) The successful bidder should send an advance intimation to PRINCIPAL regarding their date of arrival to PRINCIPAL for lifting the materials to enable PRINCIPAL to make necessary arrangements for delivery of materials.
- (c) Cutting permit had been already obtained by the PRINCIPAL and any other documents required for felling the trees and for transporting the timber must be obtained from the Forest / concerned authorities by the successful bidder himself. KLD Board / MSTC will not bear any responsibility in this regard.
- (d) The felling / transporting and connected work of Eucalyptus grandis trees and other trees will be allowed only during the office time from 8.00 AM to 5:00 PM on working days.
- (e) The successful bidder is not permitted to make any new road / roads and erect any structures in the farm premises. Any damages caused to the civil structure, existing roads, to any KLDB s property will be assessed to by KLD Board and the successful bidder is liable to make good the loss acquired their off before release of Security Deposit.
- (f) If re-auctioning of the trees is required due to any failure on the part of the successful bidder, the bidder will be bound to make good any loss that may be sustained by KLD Board due to re-auction. But he will not have any right to any profit, which KLD Board is able to make due to re-auction. In case the successful bidder 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 KLD Board.
- (g) Transfer / Subletting of the work by the successful bidder in whole or in part is not permissible under any circumstances.
- (h) 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.
- (i) Long stump of the trees above ground level 15 cms from the ground level - should be left for identifying the felled trees.
- (j) The successful bidder will be responsible for removal / refixing of electric lines which are passing in between the trees at times required by the successful bidder then and there. The expenses, if any, shall be borne by the successful bidder. Necessary sanction from the appropriate authority for the above purpose shall be obtained by the successful bidder. Any expenses related to the damages that may occur to the property of either KLD Board or the energy provider (KDHP) during felling and removing of trees shall be borne by the successful bidder.
- (k) Under any circumstances the successful bidder or his representatives/ deputies /agents/labourers will not be permitted to cut / make damage to the trees other than those identified and numbered for auction. In case of any such incidence happens knowingly or unknowingly, the successful bidder is liable to pay the cost of damages fixed by KLD Board.

17. TAXES AND DUTIES : GST/FDT/TCS as per the prevailing rate wherever applicable at the time of delivery on the sale of materials covered under this e-Auction shall be payable by the successful bidders. The rate of any other statutory Duty / Tax / Levy / Charge etc. if any will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The present rate of GST applicable is indicated in this E-Auction list. All taxes will be over and above the bid value/material cost and to be borne by the successful bidder.

18. No delivery of materials will be given on Sundays and closed holidays observed by PRINCIPAL. The material will be delivered only to the successful bidder or their authorized representatives against presentation of e-Auction Identity Card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall produce suitable Power of Attorney or authorization letter duly attested by a Notary Public authorizing his representative or agent to lift the materials from PRINCIPAL.

19. PERIOD OF CONTRACT: 3 (three) calendar months from the date of delivery order. 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 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, the successful bidder 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 trees remained at site unfelled / felled at the expiry of the contract period of 3 months. The cost of the unfelled trees shall be communicated by the Manager (AH), KLD Board, Mattupatti. Under no circumstances the extension period would be granted beyond two months.

20. PRINCIPAL/MSTC reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this e-Auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material if paid for, shall be refundable. PRINCIPAL/MSTC shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the e-Auction sale.

21. FORCE MAJEURE : PRINCIPAL/MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of God, natural calamity, theft, untoward fire incidents or other causes of other contingencies whatsoever happened to the trees after e-auction. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

22. CONDUCT DURING DELIVERY: Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within PRINCIPAL premises. If any damage is caused to the company's property, the buyer is responsible to make good such damage to the satisfaction of PRINCIPAL and the decision of PRINCIPAL in this regard shall be final and binding.

23. ACCIDENTS ETC. TO BUYER/BUYER'S LABOURER: PRINCIPAL/MSTC will not at any point of time be responsible for any injuries caused due to accident within the factory/ premises/farm or at the place of work salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to



labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for handling of the goods/trees.

24. BLACKLISTING: If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the e-Auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder are liable to be blacklisted and appropriate action will be taken as deemed fit by PRINCIPAL/MSTC.

25. In the event of any dispute in connection with this sale, the decision of PRINCIPAL/MSTC shall be final and binding on the parties to the e-Auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment of delivery, bidders shall agree and abide by the decision of PRINCIPAL/MSTC.

26. The loading of material at the time of delivery is the sole responsibility of the purchaser using his own labourer. The purchaser shall bring their own vehicles, bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, loading and unloading workers, under supervision of authorized official of PRINCIPAL. Any issues related to the purchaser's labourers/loading and unloading workers have to be taken care of by the purchaser.

27. No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.

28. In the event of any disputes or differences arising in connection with the contract, the decision of Managing Director, KERALA LIVESTOCK DEVELOPMENT BOARD LTD, Thiruvananthapuram shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of Trivandrum only.

29. If any foreign materials/other species of trees are found to be mixed in the lot, other than the items included in the e-Auction catalogue, acceptance letter (sale order), the company reserves the right to remove the same at the time of delivery.

30. The terms and conditions are supplementary to the remedy available under the law.

31. Any auctioned materials shall not be sold or parted with to any of the employees of PRINCIPAL/MSTC.

32. The purchaser should ensure that Sales/Customs/Road Transport Office/ Forest /Revenue and all other statutory formalities as required are complied with wherever necessary and expenses including tax/insurance charges etc. should be borne by the purchaser.the formalities