

THIRUVANANTHAPURAM FOREST DIVISION

Re -E-AUCTION NOTICE

No.G4-53630/2024

Date:11.05.2026

It is hereby notified for the general information of the public that the right of collection and removal of marked *Acacia auriculiformis* trees by way of clear felling the plantations, 2008 Medicinal Plantation (Bit 1,2,3,4,5,6,7 and8), Mullachal in Peringamala section of Palode range of Thiruvananthapuram Forest Division are sold through e-auction shown in schedule below through MSTC (www.mstcecommerce.com) subject to the terms and conditions notified in Government Gazette No.29/25.12.12 and as per Pro(5)26274/12 dtd11.12.2012 Additional Principal Chief Conservator of Forests (Protection) Thiruvananthapuram and G.O.(Rt)No.141/2021/F&WLD dated 6.05.2021 of Kerala Forest Department, Pro(4)29243/13 Dated 21.08.14 of Additional Principal Chief Conservator of Forests (Protection) Thiruvananthapuram published in Kerala gazette No.36 Vol.111 Dated 16.09.2014, Pro(4)29243/13 Dated 17.10.14 of Additional Principal Chief Conservator of Forests (Protection) Thiruvananthapuram published in Kerala gazette No.43 Vol.111 Dated 4.11.2014, Pro(4)29243/13 Dated 03.02.15 of Additional Principal Chief Conservator of Forests (Protection) Thiruvananthapuram published in Kerala gazette No.8 Vol.111 Dated 24.02.2015 And other conditions prevalent in Forest Department . Gazette No: 43 Vol. V dated 01.11.2016 vide Notification No. Pro (4) 26243/13 dated: 26.09.2016 of the Addl. Principal Chief Conservator of Forests (Protection) Thiruvananthapuram, as per general conditions of the sale of tree growth prevailing in the Department and also subject to the following conditions. e-auction documents and connected records are available in the website: www.mstcecommerce.com .The Earnest Money Deposit should be submitted on e-payment/e-treasury/DD/MSTC through online banking of SBI or through NEFT for other banks. For submission of e-auction visit the website www.mstcecommerce.com. The participants of auction should remit Earnest Money Deposit through e-payment /e treasury before the conduct of auction. The participants should also put their MSTC Buyer number Number while effecting EMD payment.The quantity of *Acacia auriculiformis* trees assessed as per the direction of Principal Chief Conservator of Forests (Forest Management) vide Lr.No. Pro (4)- 25087 /2018 dated 07.06.2021 Principal Chief Conservator of Forests (Forest Management) vide Lr.No. Pro (4)- 25087 /2018 dated 07.06.2021.

SCHEDULE

Lot no.	Location	No. of Trees	Species	Quantity(m ³)	EMD	Agreement period
01/2 4-25	2008 Medicinal Plantation Bit 1 Mullachal in Peringamala section of Palode range	75	Accacia Auriculiformis 1B,11B	Timber- 65.235 m ³ Firewood- 19.78 MT	25000.00	100 days from the date of intimation of confirmation order
02/2 4-25	2008 Medicinal Plantation Bit 2 Mullachal in Peringamala section of Palode range	163	Accacia Auriculiformis 1B,11B	Timber-125 m ³ Firewood- 36.357 MT	25000.00	100 days from the date of intimation of confirmation order
03/2 024- 25	2008 Medicinal Plantation Bit 3 Mullachal in Peringamala section of Palode range	87	Accacia Auriculiformis 1B,11B	Timber- 99.459 m ³ Firewood- 25.46 MT	25000.00	100 days from the date of intimation of confirmation order
04/2 024- 25	2008 Medicinal Plantation Bit 4 Mullachal in Peringamala section of Palode range	98	Accacia Auriculiformis 1B,11B	Timber- 122.32 m ³ Firewood- 30.45 MT	25000.00	100 days from the date of intimation of confirmation order
05/2 024- 25	2008 Medicinal Plantation Bit 5 Mullachal in Peringamala	52	Accacia Auriculiformis 1B,11B	Timber- 139.128 m ³ Firewood- 13.16 MT	25000.00	100 days from the date of intimation of confirmation order

	section of Palode range					
06/2 024- 25	2008 Medicinal Plantation Bit 6 Mullachal in Peringamala section of Palode range	84	Accacia Auriculiformis 1B,11B	Timber- 66.805 m ³ Firewood- 22.144MT	25000.00	100 days from the date of intimation of confirmatio n order
07/2 024- 25	2008 Medicinal Plantation Bit 7 Mullachal in Peringamala section of Palode range	110	Accacia Auriculiformis 1B,11B	Timber- 102.668m ³ Firewood- 29.656MT	25000.00	100 days from the date of intimation of confirmatio n order
08/2 024- 25	2008 Medicinal Plantation Bit 8 Mullachal in Peringamala section of Palode range	31	Accacia Auriculiformis 1B,11B	Timber- 56.688m ³ Firewood- 1.9293MT	25000.00	100 days from the date of intimation of confirmatio n order

e-auction date	10.06.2026, 11a.m
Alternate date	08.07.2026
EMD	25000/- for each lot

Auction Conditions

General Conditions

- a) The auction will be conducted on the basis of rate quoted as per the statement attached as Annexure. The bid shall be fixed for the bidder who quote highest rate . The cost of felling, conversion, transportation and stacking shall be borne by the bidder.
- b) The successful bidder/purchaser shall extract all marked Acacia Auriculiformis trees from plantations allotted (hereinafter referred to as Timber & Firewood) and shall retain all other trees.
- c) Intending bidders may inspect the plantations and satisfy themselves with the area of plantation, quantity and quality of the produce before participating in the auction. Complaints if any regarding quality and quantity etc. received after the auction will not be entertained.
- d) The Kerala Forest Department (Thiruvananthapuram Forest Division) reserves the right to refrain from permitting harvesting and the removal from any particular plantations or unit, fully or partly thereof, depending upon the Administrative and operational exigencies and in the interest of Kerala Forest Department (Kerala Government) notwithstanding such units is allotted and agreed to be supplied to the purchaser.
- e) Intending bidders should produce a certified copy of Aadhar or a certificate from the concerned Village officer showing their permanent address and duly attesting their signature for individual and a certified copy of registration or license for firms along with earnest money deposit through online.
- f)The participating bidders have the rights only for collection and removal of marked standing Acacia Auriculiformis trees with in the specified area handed over by the Forest Department officials, and will not have any right for removal of any other tree species standing in the plantation.
- g) The successful bidders should give an undertaking that he is not related to any officer having control of the work. If this is proved otherwise it shall result in cancellation of the contract and resale of the coupe at the risk and loss of bidder/ purchaser.
- h) No post offer is permitted in the auction.

2. Earnest Money Deposit

Intending Bidders should deposit an Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty five Thousand only) for each lot for participating in the auction. The participants of auction should remit Earnest Money Deposit through e-payment / e treasury before the conduct of auction. The participants should also put their MSTC Buyer Number while effecting EMD payment.

3. GST, Income Tax etc.

a) The successful bidders have to pay FDT (Forest Development Tax), GST, Income Tax, and all other relevant taxes and charges at the rate prevailing from time to time.

b) The Purchaser shall pay all the GST amounts due to the auction and the purchaser will be liable for the payment of GST in new tariff if any amendments occurred from time to time.

c) The purchaser should pay stamp duty as per Indian Stamp Act. The deficit/ insufficient payment of stamp value, if any found at a later date, will be recoverable from the purchaser by Kerala Forest Department for onward transmission to the concerned Authority.

4. Agreement

The successful bidder shall execute an agreement on a stamp paper worth 0.1% of the total value after remitting the Total Sale value and 5% of security deposit within 15 days from the date of intimation of confirmation. The security deposit shall be in the form of fixed deposit pledged in favour of the Divisional Forest Officer, Thiruvananthapuram from any District/Sub Treasury. The bidder will be permitted to commence the work and transport the yield collected from the plantations only after the above payment and execution of agreement.

5. Procedure for Payment of total sale value

1. If the auctioned amount is less than Rs.20,000/- (Twenty Thousand only) , the successful bidder should remit the entire amount on the auction day itself. If the auctioned amount is more than Rs.20,000/- (Rupees Twenty Thousand only) the successful bidder should remit 35% of the auctioned amount to a minimum of Rs.20,000/- and a maximum of 1,00,000/- through e-treasury or by drawing Demand Draft on the auction day itself. EMD can also be adjusted to the above amount.

2. The successful bidder has to pay the total sale value along with FDT and GST within 15 days from the date of intimation of confirmation of the auction. In the case of failure to remit the total sale value within 15 days, extension for 30 days shall be granted by the Divisional Forest Officer, Thiruvananthapuram subject to the realization of the 12% penal interest for total sale value. In the case of failure to remit the amount within the extended period, further extension of 30 days shall be granted by the Chief Conservator of Forests, Southern Circle, Kollam subject to the realization of 18% penal interest for total sale value. Failing this the bid shall be cancelled and all the money including the EMD remitted by the bidder will be forfeited to the Government. If the purchaser fails in getting extension as described above, the contract will be cancelled.

6. Contract Period

a) The period of contract will be 100 days from the date of intimation of confirmation order. No extension of period of contract shall be granted on ordinary ground. Under very special circumstances, for good and sufficient reasons, the Divisional Forest Officer may grant extension of time for 30 days on realization of penalty for completion of the work @ Rs. 5000/Ha. No more extension will be allowed.

i. If the bidder fails to remove the entire produce within the above extended period, the whole items collected by the bidder as per the agreement will be forfeited to government and the bidder shall not have any right on the produce confiscated to Government.

ii. In the above circumstances the balance work to be executed by the bidder shall be completed by other means and all the loss sustained to Government in this regard shall be realized from the bidder through legal means including Revenue Recovery Act in force.

b) The purchaser should declare the final destination of extracted items under the contract. In case of any deviation or if the purchaser wants to stock the same at an intermediate depot/s he shall furnish the details of the same to the Divisional Forest Officer, Thiruvananthapuram

7. Security Deposit

a) The successful bidder shall remit security deposit of 5%, of total sale value within 15 days from the date of intimation of confirmation. The security deposit will be refunded only after the successful completion of contract after producing the clearance certificates of GST, Income Tax,

etc. If there is any liabilities outstanding in this respect to the Government that will be adjusted from the security deposit of the contractor.

b) All the conditions in respect of Sale Coupes will also be applicable for this auction.

8. General conditions to be observed during extraction

a) The purchaser shall not assign or transfer the allotted plantations to any other person or party.

b) The Purchaser shall not enter or send their men into the area assigned for extraction without obtaining a license from the Divisional Forest Officer, Thiruvananthapuram and without written permission from Range Forest Officer, Palode

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 the boundary stones intact. If the Purchaser fails to do so the work, the same will be done by Kerala Forest Department and cost thereof will be recovered from the Purchaser in addition to any loss or damages as assessed by the Divisional Forest Officer, Thiruvananthapuram after giving notice to the Purchaser.

d) A duly authorized agent of the purchaser shall be present at all the 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 the Divisional Forest Officer and approved by him. Divisional Forest Officer reserves to himself the power to object to any of those men appointed as such, by the Purchaser on sufficient grounds. The Purchaser shall not engage as their agent or workmen or any person blacklisted by the Kerala Forest Department or Government.

e) The 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. The authorization must always be produced in the contract area when demanded by any Kerala Forest Department officials or Police officials.

f) The Purchaser, their agent and workmen shall comply with the orders and instructions issued by the authorized officers of Kerala Forest Department including Beat Forest Officers, Section Forest Officers, Deputy Range Forest Officers, Range Forest Officers and Divisional Forest Officer from time to time in the matter of collection and removal of produce under the contract.

g) The 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) If any fire occur in the adjacent forest area the Purchaser, their agents and workmen shall render necessary 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 nearest Forest, Police or Revenue Officer and to the nearest Officer of Kerala Forest Department.

i) The Purchaser shall be liable for any loss caused to the produce collected by them by the way of fire, theft or any other means caused due to any action or omission by purchasers 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 the Kerala Forest Department the value of any such produce lost due to fire, theft or any other means.

j) The Purchaser, their agent and workmen shall abide by the Kerala Forest Act, Wildlife Protection Act and other enactments relating to protection and conservation of forest and Bio-diversity therein as well as Rules made there under and shall assist officers of Kerala Forest Department 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 marked *Acacia Auriculiformis* as the case may be from the working area allotted to them. If any such actions are committed the contract shall be liable to be cancelled and suitable compensation as 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) The Purchaser will be liable for any damage or loss caused to other trees in the plantation or reserve. The Purchaser shall be fully responsible for all the acts or commissions and omissions of themselves, their agents and of all the persons authorized or employed by them to cut, collect, store and transport the Pulpwood under the contract

l) The Divisional Forest Officer will give permission to keep the billets outside the coupe if requested by the contractor at his risk.

m) The contractor will be liable for all the illegal activities occurred within 100 m perimeter of the coupe. Any such activities noticed will be reported to the forest officials by the contractor, otherwise the contract will be cancelled.

9, Felling Rules

a) The trees should be felled by following the below furnished Rules.

i. The contract area shall be divided into blocks of approximately 10.00 Ha extent to confine felling and transporting operations to one block at a time.

ii. The felling shall be done in such a manner that no damage is caused to other forest growth standing in the contract area. When felling trees standing near public roads or thorough fares, red flags with warning notice shall be put up at places on either side of such roads at least one hectometer away from the felling point. Trees falling across the roads must be removed and obstruction cleared immediately.

iii. Purchaser shall cut, collect, and remove the items from the contract area in accordance with the following felling rules.

(a) Felling shall be commenced from the top of the slope or areas farthest from the extraction path and shall proceed in a systematic fashion.

(b) Felling shall be done with a sharp instrument and tree shall be cut as near to the ground as possible, stumps being not more than 15 cm in height.

(c) Billeting should be done by saws.

(d) Any negligence on the part of the purchaser/his workmen will entail penalty and the loss sustained by the Kerala Forest Department will be made good from the Purchaser.

10. Transportation of Pulpwood

The Purchaser would transport the items 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 Kerala Forest Department as stipulated in Kerala Forest Produce Transit Rules. Passes will be issued by Kerala Forest Department. Purchaser shall transport the produce only along the routes approved by the Divisional Forest Officer in

accordance with KFPTRules as well as provisions of Motor Vehicles Act and Rules made thereunder.

11. Issue of transit permit

a) Divisional Forest Officer 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) If the quantity of items 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.

c) The account for use of such permits shall be maintained by the | purchasers and shall be produced to the concerned Divisional Forest Officer on fortnightly basis.

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

e) No transportation will be allowed from the contract area during night time between 6 pm and 6 am.

12. Delay in Transportation- Imposing fine for extension of transit passes

Purchaser shall transport the produce within 15 days from the date of issue of transit passes or within the expiry of contract period whichever is earlier. The Divisional Forest Officer may grant extension of currency of transit passes at his discretion till the expiry of contract period subject to realization of penalty at the rate of Rs. 100/ M3 or MT per month or part thereof. Extension of currency of passes of one month beyond the contract period may be granted by the Chief Conservator of Forests Southern Circle, Kollam at his discretion on realization of penalty at the rate of Rs. 200/ M3 or MT per month.

13. Counterfoils of used passes and unused passes

The counterfoils of the used up passes together with all unused passes shall be returned by the purchaser to the Divisional Forest Officer 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, the

purchaser shall return all the unused pass forms and counterfoils or used passes to the Divisional Forest Officer.

14. Keeping of Records

The 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 Forest Officer and Range Forest Officer or as laid down by the former from time to time. The accounts so maintained by the Purchaser shall be open for inspection to the officers of Kerala Forest Department not below the rank of Range Forest Officer. In case of non submission of progress reports, a fine at the rate of Rs. 500/month will be levied to the purchaser.

15. 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 Kerala Forest Department after drawing a joint Mahazar by the Range Forest Officer and 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 Range Forest Officer and the contract area will be retrieved. The loss if any assessed by the Range Forest Officer and approved by the Divisional Forest Officer shall be binding on the Purchaser. If the Purchaser fails to clear the area and return the contract area on expiry of the contract period for replanting operations the purchaser shall be liable to pay the cost of seedlings raised for replanting the contract area at the rate of Rs. 10/seedlings x 1600 Nos/Ha.

16. Other penalties for violation of contract conditions

If Purchaser violate all or any of the conditions laid down from the contract conditions, they shall pay penalty as assessed by the Divisional Forest Officer, Thiruvananthapuram and Chief Forest Conservator, Southern Circle, Kollam as the case may be at the following rates.

A	For leaving produce above 18 cm in girth uncollected in the contract area	Value of the produce as assessed by the Range Forest Officer and approved by Divisional Forest Officer
B	For leaving the produce unfelled in the contract area at the end of the contract period	Rs.5000/Ha

C	For damaging trees which may impair its future growth	Rs. 500/- for each tree
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17. Of Income Tax and Payment thereon

a) In order to claim exemption from paying Income Tax under the provisions of Income Tax Act, 1961 and the rules made there under the amendments made from time to time, the purchaser shall furnish a self declaration of 'Form -27C' to the concerned Divisional Forest Officer, before raising the invoice for allotted Pulpwood quantities.

b) If the Purchaser does not furnish the above declaration, he shall pay income tax as provided in section 06-C of the Income Tax Act along with the sale price.

18. 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 unserved or undelivered, it will be construed that such notices or communications are deemed to have been served on the purchaser. 20. Events leading to cancellation of contract

a) In the event of failure on the part of the Purchaser to fulfill the conditions in the contract within the time limit prescribed, The Divisional Forest Officer may cancel the allotment and forfeit all the amounts paid by 100Purchaser including the security deposit, duly reverting/confiscating the material released from the plantations at site. This will be informed to the Purchaser through registered letter under acknowledgement.

b) Purchaser shall be responsible for any illicit felling or removal or trees or other produce or hunting of any wild animal within 100 m of the contract area. Unless otherwise proved, to the satisfaction of the Divisional Forest Officer such illicit felling or hunting may render this contract liable to be cancelled in addition to forfeiture of all amounts paid by the purchaser and of all stock of produce collected under the contract but not removed from the area

c) On cancellation of the agreement the unit will be auctioned or disposed | otherwise at the risk and loss of the Purchaser. When the unit is so auctioned or disposed whatever best amount is offered may be accepted irrespective of the original value of the unit auctioned. The balance amount due to Kerala Forest Department if any will be recovered from thePurchaser but who will not be entitled to any excess amount if obtainedby 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 Kerala Forest Department and is recoverable from the Purchaser.

d) If the value fetched in the auction is less than that obtained in the original auction the difference between them together with all incidental expenditure for fixing up of the auction including notification charges as assessed by the Divisional Forest Officer concerned will be recovered from the defaulting bidder through legal means including Revenue Recovery Act in force. If the value fetched in the re auction is more than that obtained in the original auction, the first bidder will not be eligible for any claim due to this.

19. Indemnity for any loss or damage

(a) The purchaser shall not be entitled to claim any compensation whatsoever in case the Kerala Forest Department is not able to supply of extracted produce from the said unit due to unforeseen circumstances like floods, cyclone, tempest, disease, pest, drought or any other natural calamities.

(b) The Kerala Forest Department 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.

(c) Where the material is stocked in the plantation sites/temporary dumping yard, the Purchaser shall make his own arrangement to safeguard the produce in an appropriate manner besides insuring the same against any calamities. : 22, 22. Observance of Acts and Rules

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

(b) The provisions of GST as amended from time to time shall apply to this auction on confirmation and the Purchaser shall abide by the provisions of GST Rules.

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

(d) Liabilities under the workmen's compensation Act and other Acts and Rules relating to the workers engaged by the Purchaser/his agents shall be borne by the Purchaser.

(e) Any infringement of contract conditions and provisions of relevant acts (Kerala Forest Act & Other related Acts) and Rules made there under as amended from time to time will entail cancellation of auction, termination of agreement and forfeiture of the amounts already paid and confiscation of produce in the unit.

20. Breach of conditions of agreement

(a) If the Purchaser commits a breach of any of the terms and conditions of contract and if the Kerala Forest Department does not propose to terminate the contract on account thereof, the Divisional Forest Officer may impose a penalty of Rs. 1000/- for each such breach. For computation of the breach of the terms and conditions of the contract the auctioned unit will be taken as one unit. An appeal against such orders shall lie with the Chief Conservator of Forests, Southern Circle, Kollam whose decision shall be final and binding. However, such an appeal should be preferred within 15 days from the date of dispatch of the order imposing penalty, by registered post or in person. The Chief Conservator of Forests, Southern Circle, Kollam may condone the delay in preferring the appeals at his discretion for valid reasons.

(b) Penalties levied shall be paid by the Purchaser within 15 days of dispatch by Registered Post or the notice of demand for payment. In case of failure such amount shall be recovered from the security deposit with 15% interest from the due date.

21. Force-Majeure

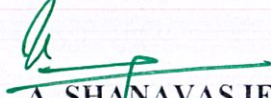
The Kerala Forest Department may revoke the contract and withdraw from the compliance of the sale in the event of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, caused to the Purchaser.

22. Jurisdiction of Court

a) All disputes arising out of or anyway connected with the contract shall be deemed to have arisen in Kulathupuzha Range area and within the jurisdiction of Munsiff Court, Thiruvananthapuram which court shall determine such disputes.

b) Kerala Forest Department shall be the authority to interpret all or any of the conditions laid down within the contract and their decision shall be final and binding on Purchaser.

Further details can be availed from the office of the Divisional Forest Officer, Thiruvananthapuram (0471-2320637) & Range Forest Officer, Palode (8547601000) during office hours and from the websites of www.forest.kerala.gov.in and www.mstcecommerce.com



A SHANAVAS IFS
Divisional Forest Officer,
Thiruvananthapuram
(On behalf of Kerala Governor)