

**UNIVERSITY OF KERALA**  
**OFFICE OF THE CAMPUS ADMINISTRATION**  
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**Form of Tender-cum-Auction**

**(For the sale of Acacia & Miscellaneous trees in South & north Blok of  
Kerala University Campus, Kariavattom)**

No. C A/Admn/03/59/2014

Date: 29 .08.2014

Date and Time of Tender submission	:	17.09.2014 Up to 5:00 pm
Auction & Opening of Tender documents	:	From 11am on 18.09.2014
Place of tender -cum- Auction	:	Kerala University Campus, Kariavattom

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No. C A/Admin/03 / /2014

Date: .08.2014

**NOTICE INVITING TENDER CUM AUCTION****(For the sale of Acacia & Miscellaneous trees in South & north Blok of Kerala University Campus, Kariavattom)**

1. Sealed tenders are invited from Industries/firms/Individuals desirous of purchasing Acacia and Miscellaneous trees in the construction site at north and south block of Kerala University Campus, Kariavattom. There will be an open auction of trees, after receipt of tender on the day of opening of tender. For the details of the plantation and location contact the office of the Joint Registrar, Campus Administration, Kariavattom, Phone – 0471 – 2308907, 2308614. The successful tender/Auction has to be clear the site within 3 weeks.
2. The trees are predominantly, **Acacia and Miscellaneous trees**
3. Cost of tender form is Rs 250 + VAT (14.5%)
4. Bid security (EMD) to be remitted is Rs 50,000/- (Rupees fifty thousand only)
6. Tender documents can be downloaded from the website of Kerala University, [www.keralauniversity.ac.in](http://www.keralauniversity.ac.in) and completed documents together with cost of tender form and EMD amount in the form of separate DD drawn in favour of the Finance Officer, University of Kerala from SBT / SBI payable at Thiruvananthapuram can be submitted or sent by Registered post /Speed post only to the Registrar, University of Kerala, Thiruvananthapuram – 695 001 so as to reach the office on or before 5:00 pm on 17.09.2014
7. The tender documents completed in all respects should be put in A4-size envelope sealed and super scribed with the following.

**TENDER FOR PURCHASE OF ACACIA AND MISCELLANEOUS TREES IN THE SOUTH AND NORTH BLOCK OF KERALA UNIVERSITY CAMPUS, KARIAVATTOM****REGISTRAR**

## **TENDER-CUM-AUCTION CONDITIONS**

1. The intending tenderers are advised to inspect personally, the area in the University Campus, from which the wood is proposed to be harvested, to know the quality of material, location and terrain, for which they intend to submit tenders and satisfy themselves.
2. The act of submitting a tender is deemed to be completed with the unreserved acceptance of the terms and conditions of tender and the conditions of agreement in the format attached to the tender document.
3. The successful bidder/auctioneer is required to cut down the trees and cleared the site within a period of 21 days from the date of execution of agreement at his own arrangements, failing which the amount remitted by the bidder/Auctioneer will stand forfeited and the University shall resort to re-tender
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 University will not be responsible for the consequences, if any, if communication sent to the address given in the tender, does not reach the tenderer or is returned undelivered. The responsibility to receive promptly, all communications intended to the tenderer rests fully on the tenderer himself.
4. **Tender form, its cost and availability: -**
  - (i). Tender documents can be downloaded from the website of University of Kerala [www.keralauniversity.ac.in](http://www.keralauniversity.ac.in) and completed documents together with cost of tender form and EMD in the form of separate DD drawn in favour of the Finance Officer, University Kerala from SBT / SBI payable at Thiruvananthapuram, can also be submitted up to the specified time.
  - (ii) The cost of tender form plus tax is not refundable under any circumstances.

**5. Earnest Money Deposit**

- i) Bid security (EMD) is to be remitted Rs 50,000/- (Rupees Fifty Thousand Only)
- ii) EMD can be remitted in the form of Demand Draft drawn in favour of “The Finance officer, University of Kerala, Thiruvananthapuram payable at Thiruvananthapuram”.
- iii) Tenders not accompanied by EMD will be summarily rejected
- iv) The EMD will be returned to all the unsuccessful tenderers except that of second highest, as soon as the tender cum- auction is over. The EMD of the highest tenderer will be retained as security deposit.
- v) No interest shall be payable on the EMD.

**6. Sale Value of Acacia & Miscellaneous Trees to be tendered.**

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

**7. 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.

**8. Sales Tax / Kerala VAT**

VAT and other taxes as applicable or modified from time to time shall be paid by the purchaser as per the provisions of the Kerala Value Added Tax Act and the Rules and any other such rules made there under by the Government in addition to the rate quoted. This amount shall be remitted by the purchaser at the time of execution of agreement.

**9. Signing of tender: -**

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

**10. Submission of the tenders:**

Tenders completed in all respects in respect of the plantation shall be put in a closed and sealed envelope as prescribed in the notice inviting tender and may be presented or sent by Registered post /Speed post only to the Registrar, University of Kerala, Thiruvananthapuram – 695 001 so as to reach the office on or before 5:00 pm on 17.09.2014

**11. Invalid Tenders:**

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

**12. Auction of the Produce.**

Auction of the trees will be conducted on 18.09.2014 at 11:00 A.M. at the Office of the Joint Registrar, Campus Administration, before opening of Tenders, in the presence of such bidders who remitted EMD as per conditions laid down herein.

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

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

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

Those who have not submitted the tender form and are taking part in the auction shall remit an EMD of Rs.50,000/- ( Rupees Fifty Thousand only)

**15.** Photo identity proof of the person taking part in the auction is compulsory. Certificate from the concerned Village Officer who certifies the address and photo & signature or attested copy of voters identity card / Passport / Adhar Card/Driving Licence will be accepted.

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

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

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

- 19.** The Officer conducting the auction has got the right of
- (i) accepting/rejecting the EMD of any bidders without assigning any reason.
  - (ii) barring any prospective bidder who if seems have acted/acting against the interest of the University from taking part in the auction.

**20. Opening of Tenders.**

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

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

In case of any dispute that may arise in the context of Auction or opening of tenders, the decision of the Registrar, University of Kerala or his Authorized Officer who is conducting the auction shall be final.

**22. Equal amounts:**

If equal acceptable amounts are offered by more than one tenderer for the trees, the matter will be decided by negotiations or by drawing the lots, in the presence of such tenderers as decided by the Registrar /Joint Registrar.

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

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

**24. Remittance of part value on the date of tender-cum-auction:**

- (i). The successful tenderers/bidders who have quoted the highest amount for cutting and removing the trees will remit 1/3rd of the sale value maximum amount of Rs 5 lakhs by Cash/DD drawn in favour of the Finance Officer, University of Kerala, Thiruvananthapuram, payable at Thiruvananthapuram, immediately on the date of sale. Balance amount of the sale value as per the highest bid amount is to be remitted

within 7 days of the date of tender- cum-auction. If the 7th day happens to be a holiday, the amount can be remitted on the next working day.

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

**25. Acceptance or otherwise of tenders:**

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

**26. Disqualification of Tenders.**

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

**27. Cancellation of Order of Confirmation**

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

**28. Consequences on cancellation of Order of Confirmation of the Purchaser.**

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

**29. Execution of Agreement:**

(i) The Purchaser shall execute an agreement incorporating the conditions given in the tender notice, within 7(Seven) days from the date of order of confirmation of tender/auction.

(ii) The terms and conditions of agreement with the purchaser shall be as specified in the "Terms and Conditions of Agreement". The Registrar or any other officer

authorized by him shall be the authority competent to enter into agreement with the purchaser on behalf of the University of Kerala.

(iii) The agreement shall be executed on a non-judicial stamp paper of a value of Rs.100/- or at the value of the higher rate stipulated under the Kerala Stamp Act. All the costs of stamp, etc., necessary for execution of agreement shall be borne by the Purchaser. Deficit payment of stamp value if any, found at a later date is liable for recovery from the Purchaser. The University of Kerala shall not be the party in whatsoever manner with regard to the deficit payment of stamp duty if any, occasioned and the Purchaser is solely liable for payment of differential amount/value thereof.

**30. Payment of Balance Sale Amount.**

(i). The contractor having paid 1/3 sale value shall pay the balance value within 7 days from the date of auction cum tender.

(ii) Failure to remit the above will entail cancellation of the contract and forfeiture of all money paid by the contractor to the corporation till then and all produce remaining in the contract area. The right thus cancelled will be re-sold at the risk and loss of the contractor.

**31. 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.

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

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



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

AGREEMENT made this .. ..... day of .....between  
 Sri ..... aged ..... son of  
 .....residing at  
 .....

(herein after referred to as 'the contractor' which term shall unless the context indicates otherwise, includes, besides the said Sri..... his heirs, executors, administrators, legal representative and assigns) on the one part

AND the University of Kerala, Thiruvananthapuram, represented by the Registrar. (here in after referred to as 'the University ') on the other part.

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

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

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

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

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

### **Conditions**

1. The tender documents and all communications to the successful tenderer form part of this agreement.
2. The contractor or his men shall not enter the contract area or commence work without obtaining the gate pass issued by the Security Officer.
3. Time shall be the essence of this contract.
4. The period of contract is 21 days from the date of executing the agreement.
5. The contractor having paid 1/3 sale value subject to a maximum of Rs. 5, 00, 000/- shall pay the balance value within 7 days from the date of auction or tender.
6. Failure to remit the above payment will entail cancellation of the contract and forfeiture of all money paid by the contractor to the University till then and all produce remaining in the contract area. The right thus cancelled will be resold at the risk and loss of the contractor.
7. The contractor shall keep the contract area and trees well cleared of undergrowth and shrubs and shall also keep the cairns in tact. If the contractor fails to do so, the work will be got done by the University and the cost there of recovered from the contractor in addition to any penalty which the University may impose.

8. The contractor shall fell & collect only Acacia and Miscellaneous trees from the stipulated location.
9. Removal of produce from the contract area will be permitted only / after payment of full sale value and all taxes.
10. The contractor or his authorized agent shall be present at all times in the contract area. He shall employ an agent or agents to assist him in the work only with due approval by the Joint Registrar who may, at his discretion grant approval on submission of request **of the contractor giving details such as name, residential address and a specimen of the signature** of the person proposed to be appointed as agent. The Joint Registrar reserves to himself the power to reject any of those persons proposed to be appointed as agent by the contractor. The contractor shall not engage as his agent or workmen any person already engaged by the University or other contractors for any other works in the area and also those who are involved in any forest or wildlife offences.
11. The contractor shall provide each of his agents and other workmen with a written authorization, which should show his name, parentage, residence and period for which it is valid. The authorization must always be produced when demanded by any Officer of the University.
12. The contractor shall comply with the orders and instructions issued by the University Officials from time to time in the matter of collection and removal of produce under this contract and shall also abide by the provisions of the Kerala Forest Act, Wildlife (Protection) Act, other enactments relating to conservation of bio-diversity and rules framed thereunder.
13. The contractor shall commence work in the area from one end and shall proceed to the other end in an orderly and systematic manner.
14. All the timber, firewood, etc. cut and collected by the contractor from the contract area shall be stored by him, for checking by the officers of the University before removal.
15. The contractor shall be held responsible for any loss or damage arising out of the non-observance of the terms and conditions above mentioned

16. If any amount becomes due to any agent or workmen, or any other person engaged by the contractor, as per Workmen's Compensation Act or as per provisions of any Labour Law, such amount shall be paid by the contractor. Any failure to do so will be considered as a breach of the terms of this contract.
17. The contractor and his agent shall be responsible for any illicit felling or removal of trees from the contract area. Unless proved otherwise to the satisfaction of the University Officer, such illicit felling may render this contract liable to be cancelled in addition to the forfeiture of all money paid by him and of all stock collected under this contract, but not removed from the contract area. The contractor will also be liable for prosecution and for payment of value of timber etc., illicitly felled or removed as assessed by the University. The contractor or his agent or workman shall report any such illicit felling or removal to the Joint Registrar or any other officer of the University as soon as the same comes to their notice.
18. The contractor shall complete all the works as per the contract including removal of all the stock from the contract area on or before the expiry of stipulated period.
19. In the event of the contractor failing to remove the stock from the contract area by the expiry of contract period, such stock shall be forfeited and shall revert to and become the absolute property of the University and the contractor shall not by reason of such forfeiture, be entitled to any refund or abatement of the amount payable by or due from him under this contract.
20. If the contractor fails to complete the work before the expiry of the contract period, the contract will be cancelled and the sale rearranged at the risk and loss of the contractor.
21. The contractor shall be fully responsible for the acts of himself, his agents, and workmen and of all persons engaged by him to cut, collect, store and remove Acacia & miscellaneous trees or to perform any act under this contract. The contractor shall submit to the University a list of all agents, workmen and other persons engaged by him for the performance of this contract.

22. If in the course of working it is found by the University that the progress of work in the contract area is not satisfactory, the University may cancel this agreement after giving one week written notice to the contractor and make other arrangements for carrying out the works at the risk and loss of the contractor. But the contractor shall not be entitled to any profit the University may derive from this arrangement.
23. In the event of any breach by the contractor or his agents or workmen of any of the conditions the University shall have the right, besides enforcing forfeiture of all or any part of the said deposit for imposing a fine or to cancel the contract by a written notice and in such case the right under this contract may either be resold or the works as per the contract be got done by any other means as deemed fit by the University and the contractor shall be responsible for and shall make good to the University any loss which the University may sustain on account of any such resale or working by the University, as the case may be, but shall have no claim to any surplus gain which the University may realize thereby.
24. The security deposit or balance thereof if any, after deducting all amounts and liabilities due from the contractor under any of the above conditions, shall be returnable to the contractor within 6 months after the expiry of this contract period on production of clearance certificate for Income Tax, Sales, Tax authorities.
25. **Cancellation of the agreement**
- (i) In the event of failure on the part of the purchaser to fulfill the provisions of tender Conditions and agreement conditions within the time limit prescribed, the Registrar may cancel the sale and forfeit all the amounts paid by the purchaser including the Security Deposit duly reverting / confiscating the material released from the Plantations at site. This will be informed to the purchaser through Registered letter with Acknowledgment Due.
- (ii) On cancellation of Agreement the plantation will be re-tendered / re-allotted to the next highest tenderers at the risk and cost of the purchaser. When the Unit is so re-tendered/re-allotted whatever best amount offered may be accepted irrespective of the original value of the unit put up for re-tender / re-allotment. The balance amount due to Kerala University, if any, will be recovered from the original Tenderer/ Purchaser but he/she shall not be entitled to any excess amount if obtained in such a re-tender.

26. 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 University of Kerala will not be responsible for any loss or damage within the unit.
27. **Seller is indemnified for any loss or damage:**
- (i) The purchaser shall not be entitled to claim any compensation whatsoever in case the University of Kerala, is not able to make available the plantation for extraction by the purchaser due to unforeseen circumstances like floods, cyclone, tempest, disease, pest, drought or any other natural calamities or by reason of any wrongful acts committed by any third party or any other reason whatsoever
- (ii) The University of Kerala will not be responsible for any loss or damage that may be caused to the produce sold to the Purchaser as a result of fire, floods, theft or any other natural calamity from the date of handing over of the unit for felling and extraction till weighment at the purchaser's final destination.
28. **Force majeure:**
- The University of Kerala 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.
29. **General:**
- (ii) The provisions of the Kerala VAT Act/Sale Tax Rules as amended from time to time shall apply to this sale on confirmation and the Purchaser shall abide by the provisions of the said Act.
- (iii) The provisions of the Indian Income Tax and other Central/State Acts as applicable to the sale shall apply to the sale on confirmation and the Purchaser shall abide by the provisions of these Acts/Rules.

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

IN WITNESS WHEREOF the contractor  
.....and the

Registrar, University of Kerala on behalf of the University, have hereunto set their respective hands and seals on the day and the year above written.

Contractor The Registrar, University of Kerala  
Signed, sealed and delivered by the above named ..... in  
the presence of .....

Witness 1:

Witness 1:

Signature:

Signature:

Name & Address:

Name & Address:

Witness 2:

Witness 2:

Signature:

Signature:

Name & Address:

Name & Address:

**UNDERTAKING.**

I . . . . . have read the tender-cum-auction conditions and attached agreement conditions and understood them. I have visited the plantations detailed in the schedule and satisfied myself of the quality of material and understood the locality and terrain for which I intend to participate in this tender-cum-auction and I hereby agree to abide by all the terms and conditions and in case any loss occurred to the University 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 University. 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:****SIGNATURE****Date:****Name in full.....****ADDRESS:**

**UNIVERSITY OF KERALA**  
**OFFICE OF THE CAMPUS ADMINISTRATION**  
**KARIAVATTOM, THIRUVANANTHAPURAM**  
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**Form of Tender-cum-Auction**

(For the sale of Acacia & Miscellaneous trees in South & north Blok of  
 Kerala University Campus, Kariavattom)

Ref. No.

Date:-

**FINANCIAL BID**

I. Name of the tenderer:

II. Full Postal Address:

III. Details of EMD paid Rs.....

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

(b) Name of the Bank:

Sl.No	Name of Plantation	Amount offered (Rs) (in figures)	Amount offered in words
1	Acacia & Miscellaneous trees south & North Block of Kariavattom Campus	Rs..... ..... .....	Rs..... ..... .....

**Signature of the bidder**

**Name and address.**