

SPECIAL TERMS & CONDITIONS

Global e-Tender cum e-Auction for Red sanders (*Pterocarpus Santalinus*) Wood 2016 -Phase-V

(1) Government of Andhra Pradesh, Andhra Pradesh Forest Department, India proposes to sell about 2868 Metric Tonnes of Confiscated, Dressed and Graded Red Sanders (*Pterocarpus santalinus*) wood, whether for consumption in the country or for export “as is where is basis, without any segregation of logs in the notified Lots”. The bids are invited on the basis of competitive bidding through e -tender cum e-auction to be conducted by MSTC Limited (A Govt. of India Enterprise) India, website (www.mstcecommerce.com).

Details of Red Sanders Wood lots for which bids are invited by the Andhra Pradesh Forest Department, India at various depots are detailed at Clause no. 19.

(2)The word SELLER/PRINCIPAL/APFD wherever appearing means the Andhra Pradesh Forest Department, Government of Andhra Pradesh in India or its authorized representative.

(3)The word MSTC wherever appearing means the MSTC LIMITED, Hyderabad, India hereinafter referred to as SELLING AGENT OF SELLER.

(4)The word APFDC Ltd, wherever appearing means Andhra Pradesh Forest Development Corporation Limited, Hyderabad, India hereinafter referred to as authorized entity of APFD for collection of balance sale value along with applicable taxes and duties and export/domestic consumption of Red Sanders Wood.

(5)The Word BIDDER wherever appearing means, firm or Company which is interested in participating and purchasing the materials put up for sale in this e-auction.

(6) The Word PURCHASER/BUYER/SUCCESSFUL BIDDER wherever appearing means firm or Company whose rate has been accepted by the SELLER and the sale order/acceptance letter has been issued in their favour.

(7) The Word E-Auction wherever appearing means e-Tender cum e-Auction.

(8) The Word LOT/LOTS/e-auction LOT wherever appearing means e -Auction LOT comprising of one lot or more than one lots grouped for the purpose of this sale.

(9) The Sale will be governed by the Material List, Special Terms & Conditions (STC) and Annexure displayed on the "Live" e-Auction Floor (and not under Forthcoming Auctions) as well as the [General Terms & Conditions \(GTC\)](#) and [Buyer Specific Terms & Conditions \(BSTC\)](#) already accepted by the Bidder at the time of e-Tender cum e-Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's/APFD sole discretion at least one day before the start of e-Auction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the material list, STC, BSTC and GTC. In case of any conflict between the STC, GTC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC or BSTC as the case may be.

(10) E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.

(11) The Bidders who are interested to purchase Red Sanders Wood through e -auction should get themselves registered with MSTC as bidder well in advance before commencement of e-auctions. The bidders who have valid registration with MSTC need not register again.

(A) [CLICK HERE FOR REGISTRATION PROCEDURE - INDIAN BUYERS/BIDDERS.](#)

(B) [CLICK HERE FOR REGISTRATION PROCEDURE - FOREIGN BUYERS/BIDDERS.](#)

Already covered in the registration procedure no need for KYC again

(12) CONTACT PERSONS:

(A) AP FOREST DEPARTMENT:

1. Name of Contact Person: Sri. S.B.L. Misra, IFS.,
Contact No: +91 040 23231500,
e-mail ID: prlccf_hf_apfd@ap.gov.in
Address: Prl. Chief Conservator of Forests & HoFF, Govt. of AP.,
Aranya Bhavan, Saifabad, Hyderabad-500 004. India.
2. Name of Contact Person: S.K.Chhotray, IFS.,
Contact No: +91 40 23231636
e-mail ID: apccfprodapfd@ap.gov.in
Address: Addl. Prl. Chief Conservator of Forests (Vig.),
O/o the Prl.CCF, Govt. of AP., Aranya Bhavan, Saifabad,
Hyderabad-500 004. India.

The contact person for Inspection of the LOTs notified for sale:

Lot No.	Name of Forest Circle / Forest division	Location of Depot	Name of Official	Contact No.
For all lots	Tirupathi / Chittoor (East)	Central Warehousing Corporation Godown, Near Air Port, Renigunta, Tirupathi, Chittoor District,	Sri K. Venkata Swamy, DFO, Chittoor (East)	+91 8572 232296 Mobile No. +91 9440810065 e-mail: dfochittooreast@gmail.com
			Sri M. Yogaiah, Asst. Conservator of Forests	+ 91 877 2275006 Mobile No. +91 9440810287 e-mail: cwcrng2015@gmail.com

(B) MSTC LIMITED, HYDERABAD:

- i) Shri. A. Rajamanickam, Branch Manager,
Mobile no. +91 9666040607
e-mail: arajamanickam@mstcindia.co.in
- ii) Shri. Jamil Akhtar, Dy. Manager,
Mobile: +91 9391057727.
e-mail: jakhtar@mstcindia.co.in

Office Contact address of M/s. MSTC Ltd., Aakash Ganga Complex,
Office No. 201, 2nd Floor, Door No. 6-3-635 & 637,
Khairatabad, Hyderabad - 500004.

Telephone: +91 40 23301039
Fax: +91 40 23301049
E-mail: hyd@mstcindia.co.in

(C) APFDC LTD:

Name of Contact Person: A.N. Gurumurthy
Contact No:+91 40 23319503, Mobile No. +91 8008554551
E-mail ID:gmhrd.apfdc@yahoo.com

Address:

O/o Vice Chairman & Managing Director, APFDC Ltd., 3rd floor, H.No.5-9-22/108, Adarsha nagar Colony, Opposite to MLA quarters, Hyderabad - 500 063, Telangana State, India.

(13) INSPECTION OF LOT/DATE OF E-AUCTION: For inspection of materials, the interested Bidders may contact the stock holder on any working day from 15.02.2016 to 08.03.2016 between 10:30 AM to 5:00 PM. The intending bidders or their representatives may take prior appointment with stock holder for inspection of lots notified for sale. The e-auction commencement date/ closing date are also mentioned above. The buyer has to satisfy himself about the quality, quantity, age, and conditions etc., of the materials. The principle of "CAVEAT EMPTOR" (LET THE BUYER BE AWARE) will apply. The registered Parties (or their Authorized Representative) should produce their MSTC e-auction Photo ID Card to the Seller or produce a copy of this e-auction catalogue downloaded from the Website for the purpose of inspection.

(14) Seller/MSTC reserves right to stop/postpone/cancel the e-auction at any stage without assigning any reason therefor.

(15) Seller/MSTC reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons therefor.

(16) Seller/MSTC reserves right to modify/alter/cancel/omit any of the Terms and Conditions pertaining to the e-auctions as and when required. The Seller reserves the right to add/delete/change/modify any or all the general conditions mentioned in the e-auction schedule and the said addition/deletion/changes/modifications shall be incorporated in the agreement to be entered into with the bidders / bidder irrespective of e-auction conditions mentioned in the notice inviting e-auction or in the e-auction schedule or the same shall be incorporated in a form of codicil as the case may be and the same will be binding on the Bidder/Buyer without any recourse.

(17)The e-auction accepting authority Spl. Chief Secretary, EFS&T Department, Government of Andhra Pradesh, Hyderabad or any Officer authorized by him reserves the right either to reject any or all e-auctions without assigning any reason. In this regard the decision of Spl. Chief Secretary, EFS&T Department shall be final and binding on the bidder without any recourse. Further, when the bidder files its bid, the acceptance or rejection of the bid by Seller, or methodology adopted by the Seller, in short listing the bid for the disposal of material / materials etc., on e-auction platform shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from any Court to stall the proceedings of Seller. In the event of any dispute arising out of the e-auctions such dispute would be subject to the jurisdiction of the Civil Courts of A.P.,

(18) E-auction by defaulter or minor or insolvent or black listed bidders: The Bid submitted by a bidder, who owes dues to the Forest Department or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences involving moral turpitude, or who has been black listed, shall be treated as invalid, and pre-bid EMD submitted shall be forfeited to the Government of Andhra Pradesh.

(19) QUANTITY: The tentative stock of various grades (Grade-A, Grade-B, and Grade-C) of Red Sander Wood for which bids are invited, the e-lots are located in Central Warehousing Corporation Godown, Renigunta as detailed in Annexure A.

(20) Withdrawal of lots: -The Seller may withdraw any e-auction Lot or Lots or part of the lots from the Sale without assigning any reasons.

(21)(A) PRE-BID DEPOSIT: The Bidders who wish to bid in this e-auction should submit Pre-Bid Deposit (@ 10% of starting price as fixed by Government grade wise)for each e-auction LOT in US Dollars equivalent or in Indian Rupees two working days before the date of e-auction accepted till 17.00 hrs (IST) at any of the offices of MSTC under intimation to MSTC Ltd., Hyderabad within office working hours. The Pre-Bid Deposit must be submitted through RTGS/NEFT/SWIFT or DD/PO in f/o MSTC LIMITED payable at Hyderabad from any scheduled Bank.

For INR payments for Indian Bidders: The bank details are as under:

Name of the Beneficiary: MSTC LIMITED

Account No: 3632002100053805

Name of the Bank: Punjab National Bank

Name of The branch: SOMAJIGUDA, HYDERABAD.

IFSC Code: PUNB0363200

For USD Dollar payments for Foreign bidders:-The bank detail are as under:

Bank of India, New York Branch (SWIFT BKID US33) for credit to RFC account at Mumbai Overseas Branch with Cayman Island for ultimate credit to account No.4048 2021 0000002 of MSTC Ltd. with Bank of India, Kolkata Overseas Branch (SWIFT BKID IN BBCOS).

The details of remittance may be sent by email/fax to MSTC limited.

Clause no. (19) (Annexure A) above shall be followed for e-auction LOT wise Pre-bid Deposit.

The intending bidders may participate in one or more LOTS subject to submission of Pre-bid Deposit as above.

BANK TRANSFER CHARGES EITHER WAY WOULD BE ON BIDDER'S A/C ONLY.

The Pre-Bid Deposit/amount of H1 bidders will be converted into performance deposit and shall be returned only after the allotted quantity is fully lifted within the contract period. The Pre-Bid Deposit of unsuccessful bidders will be refunded as it is. In case refund of Pre - bid EMD by RTGS/SWIFT the commission, bank transfer charges etc. shall be borne by unsuccessful bidders only.

It is to be noted that "No payment by any third party on behalf of the successful bidder/bidders shall be accepted".

The Pre-bid Deposit of the bidders other than the Highest Bidder may be carried forward for the subsequent e-auction of the Red Sanders wood e-auction LOTS on the same day or the subsequent dates on request from the bidder before commencement of the e- auction.

No interest shall be payable on the Pre-bid Deposit.

Request for adjustment of the pre-bid EMD paid by the successful bidder after confirmation from the Government towards sale value shall not be accepted /entertained.

(22) VALIDITY OF OFFERS:

(a) The bidders who have participated in the e-auction shall be bound by their offers and by these terms and conditions for a period of 60 (sixty) days from the date of closing of e-auction for confirmation.

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

(c) In case of breach of this condition, the Pre-bid Deposit amount shall be forfeited. In addition to this, the bidders who had failed to honour his offer shall bear the loss, if any suffered by the Department in the subsequent disposal of that lot at his risk. The loss unless made good within fifteen (15) days from the date of dispatch of notice of demand by registered post may be recovered from him as arrears of Land Revenue under any law for the time being in force. The bidders however shall not be entitled to any profit that may accrue to the Seller on such subsequent disposal. The loss shall be calculated as per the following formula:

L=OTA-TAR

Where 'L' is loss. OTA is Original Bid Amount and TAR is Bid Amount in Re-sale.

(23) RATE: (i) The bidders shall quote/offer online on MSTC site per Metric Ton of Red Sanders Wood (RSW) at which he desires to purchase the entire e-auction lot on exclusive of applicable taxes & levies. On line bidding shall be done in USD for foreign bidders and in Indian Rupee (INR) for Indian bidders. Applicable levies and duties during the pendency of the contract will be charged extra as ruling on the date of dispatch. Any increase/decrease in levies etc., or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful bidders and payable by the successful bidders.

(ii) The e-auction lot detail like grade & weight of red sanders wood are indicated in the clause no. (19) (Annexure A). Dryage in weight of each lot up to 5% of the notified weight under Clause No.(19) resulting in shortage in weight shall be ignored and no representation in this regard shall be entertained. If shortage in weight of the lot is found to be more than 5% of the notified weight under Clause No. (19) the same shall be brought to the notice of the concerned Conservator of Forests, who shall check the weight and submit the detailed report to Government of A.P. for further order.

(iii) In case the weight of Red Sanders wood delivered is more than the quantity sold, pertaining to the e-auction LOT/LOTS, the buyer has to pay the additional amount at the rate at which e-auction lot has been sold to the successful bidder for the additional quantity.

(24) TAXES & OTHER LEVIES:

- (i) VAT & Other taxes: Value Added Tax and other taxes if any, levied by the Government, shall be paid by the purchaser as per the provisions of the Andhra Pradesh VAT Act and the Rules made there under by the Commercial Tax Department or any other Act and Rules. This amount shall be paid by extra by the Purchaser under the appropriate head or as provided in the relevant Rules.

Note: Domestic purchasers have to pay the AP VAT/ CST for the sale within the state/ Outside the state respectively unless they have purchase orders for the same material from the Foreign buyers before participating in the auction sale and same has to be entered in the agreement with APFDC so as to get the tax benefit for the export sale (known as penultimate sale).

(ii) Income Tax:

(a) Income Tax shall be paid by the Purchaser as per the provisions of the Income Tax Act, 1961 and Rules made there under along with the sale amount.

(b) The bidders should mention the Permanent Account Number (PAN) issued by the Income Tax Department.

(iii) THE NATIONAL BIO-DIVERSITY AUTHORITY / STATE BIO-DIVERSITY AUTHORITY -ABS mechanism: The purchaser has to pay towards Access Benefit Sharing mechanism (ABS) to National Bio-diversity Authority/State Bio-diversity Authority 5 % of the sale value under provisions of the Biological Diversity Act, 2002 and the rules made there under in addition to sale amount and shall comply with the relevant provisions of the Biological Diversity Act, 2002.

(iv) Please note that applicable statutory payment like VAT, Income Tax, Education Cess, Custom Duty, other taxes and duties, Biodiversity ABS fees etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials and these amounts are over and above the bid amount. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction.

(25) BIDDING PROCESS:

(i) The bid value shall be the basic price of the material exclusive of all applicable levies, Duties etc., in per MT in INR or USD. The exchange rate will be displayed in the auction floor. The bidders shall quote for entire lot quantity in per MT basis only.

(ii) Each e-auction lot is a separate entity for bidding. Bidders have to bid separately for each e-auction lot.

(iii) E-Auction period will be of 10 (ten) hours duration (from 07.00 AM to 05.00 PM as per IST) subject to automatic extension. *If any valid bid is received in less than 15 minutes before closing time, closing time will automatically extend up to last bid time plus 15 minutes, thus giving enough opportunity to others to revise their bids on that e-auction LOT. The process will continue. The e-auction will close at a time when there will be no bid for consecutive 15 minutes.* While during normal and extended period of e-auction, bidders can increase bid amount by a minimum of Rs. 5000/- per MT or 100 USD on the date of bidding per MT for each e-auction lot subject to payment of corresponding Pre-bid EMD.

(iv) Bidder may participate in e-tendering or e-auction or both for each e-auction lot.

(v) **Procedure to participate in e-tender:** To participate in e-tender, click on the link 'View Live Auctions'. A list of e-tenders running at that time will appear. Click on the e-tender in which you wish to bid. The e-tender form for bidding will appear with all details. Now, you can type your bid against the e-auction lot of your choice and click on 'BID' button to submit your bid. Once a bid is registered against an e-auction lot, the 'BID' button against the e-auction lot will get disabled and you cannot bid against the same e-auction lot again. To view your bid, you may click on the link 'Your Bid' and see the bid and bid date and time. E-tender opening time & closing time, mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only. The e-tender will not be appearing during the extended e-auction time.

(vi) **Procedure to participate in e-auction:** To participate in e-Auction, choose-Auction as your mode of bidding. Again two links - 'View Live Auctions' (showing current events) and 'View Forthcoming Auctions' (showing events due to come in future) will appear. Click on 'View Live Auctions'. All the running e-Auctions will be listed. Click on the e-Auction where you wish to participate. The auction floor will open up with relevant details. Bidding is to be done e-auction lot wise per MT.

(vii) Seller/MSTC will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange themselves.

viii) For "Important Guidelines for Registration and Bidding for bidders, please refer Annexure D.

(26) E-AUCTION RESULT/STATUS : (i) It must be personally seen by the Bidders online through the link 'E-auction Lot Status' immediately after closing of e-auction which will be displayed up to 7 (Seven) days from the date of Closing of e-auction(excluding the date of closing of e-auction). After closing of e-tender cum e-Auction, the highest valid bid secured among the e-tender cum e-Auction for each LOT will be considered to determine the highest bidder for that LOT. Immediately after closing of e-auction, a system generated automatic "Intimation Letter" will be issued by e-mail to the Highest Bidder. The intimation letter issued by MSTC Ltd. for that particular lot is only mere intimation. The highest bidder will not accrue any right on that lot. **The Acceptance Letter or otherwise will be intimated after the approval of Government of Andhra Pradesh subject to the receipt of the prescribed Post-bid deposit from such H1 bidders within the due time.**

(ii) It must be noted by the Highest Bidders that Intimation Letter will be issued by MSTC only for the purpose of record and to the information of the bidder for to be in readiness for payment of Post-Bid Deposit within the stipulated time from the closing date of e-auction (excluding the date of e-auction). Bidders must, therefore keep a watch on their incoming e-mail for Intimation Letters. Normally no hard copy of the Intimation Letter will be issued by MSTC. The intimation letter issued by the MSTC Ltd., through mail that the rate offered by the bidder is highest and the tenderer is the H1 bidder is only intimation not the confirmation of the lot to the H1 bidder.

(i) After completion of e-tender cum e-auction on the final day, the MSTC Ltd shall furnish the highest bid quoted for each Lot which is highest without disclosing the name & identity of the highest bidder/purchaser. On receipt of the list of such highest bids without the names of the bidders. The list shall be furnished to Government by the Prl.CCF (HoFF) for confirmation. The Government shall confirm such bids (or) otherwise. After confirmation of highest bids by the Government, the MSTC Ltd would disclose the names of highest bidders to the Forest Department and they will be informed about the confirmation of the sale.

(27) ISSUANCE OF SALE ORDER/ACCEPTANCE LETTER/CONFIRMATION ORDER:

(a) The seller will issue the sale Confirmation order/Acceptance letter after obtaining approval from Spl. Chief Secretary, EFS&T Department, Government of Andhra Pradesh, Hyderabad or any Officer authorized.

(b) The successful bidders should not transfer the offer awarded to him / her to others and also no sub-contract is allowed. It is to be noted that “No payment by any third party on behalf of the successful bidder/bidders shall be accepted”.

(c) In case of deviation of any of the e-auction conditions, the offers shall be cancelled besides forfeiting the deposit amounts and imposing penalty as decided by the authorities of Seller.

(28) POST BID DEPOSIT: (i) The Highest Bidders of respective e-auction LOT shall have to deposit Post bid Deposit @ 25% of the Sale amount within 10 days from the date of issue of Confirmation order to the Government:

Name & Style of the Customer : Government of Andhra Pradesh
Name & Style of the Account : Red Sanders Sale
Account Number : 00000034487344682
IFSC CODE : SBIN0002724
BANK NAME : STATE BANK OF INDIA
BANK ADDRESS : GOWLIGUDA, HYDERABAD

In case any highest H1 bidders fails to fulfil this condition, the Pre-bid EMD amount paid by him shall be forfeited by Seller and he shall have no right what so ever on the e-auction Lot or Lots for which he was declared the highest bidder and the e-auction Lot or Lots will be resold at his risk and the loss, if any, will be recovered as arrears of land revenue. He will not be entitled to claim any excess amount that may be realized on such re-sales.

(ii) Further, password of highest Bidder will be deactivated and shall normally be DEBARRED for a minimum period of 6 (six) months from participating in all e-Auctions and disposal sales by MSTC and, his Registration Fee will also be forfeited. While considering his request for reactivation which will be at the sole discretion of MSTC/Seller, all facts including the number of PRINCIPALS / e- Auctions / Lots for which he had failed which are germane will be taken into account. The unsold e-auction Lot may be put up for re-e-Auction.

(iii) If any excess pre-bid amount paid by the successful bidder due to rejection of bid/bids by the Government is available, the same will be adjusted against 25% of sale value to be paid by the successful bidder.

(iii) Agreement with APFDC:-

The successful bidder after payment of 25% sale value within 10 days from the date of issue of confirmation order, shall enter into an agreement with APFDC Ltd for the purpose of payment of balance sale amount, levies, taxes etc. and for the purpose of export/domestic consumption of red sanders wood purchased.

(29) PAYMENT TOWARDS BALANCE MATERIAL VALUE:

(a) The balance Sale Value (75% sale value) along with statutory taxes, duties, etc. shall be paid within 30 days from the date of issue of confirmation order to the head of account by demand draft/PO/RTGS/NEFT/SWIFT.

Name & Style of the Customer : Government of Andhra Pradesh
Name & Style of the Account : Red Sanders Sale
Account Number : 00000034487344682
IFSC CODE : SBIN0002724
BANK NAME : STATE BANK OF INDIA
BANK ADDRESS : GOWLIGUDA, HYDERABAD

In case last date for payment of balance sale amount etc. falls on a public Holiday / Non - Banking day in India, due amounts shall be paid on the next working day.

(b) It is to be noted that “No payment by any third party on behalf of the successful bidder/bidders shall be accepted”.

(c) The successful bidder shall pay the sale value as stipulated in the STC and as per Confirmation order issued.

(d) The Buyers who wish to pay through RTGS/NEFT/SWIFT should communicate to Seller in writing through Mail/Fax in order to issue Delivery Order.

(30) The successful bidders shall follow all Government Rules to obtain all the relevant licenses and to pay all the statutory taxes like Income tax, sales tax, custom duty etc., and there shall not be any liability on the part of Seller in this regard.

(31) DEFAULT IN PAYMENT OF SALE VALUE: (i) The balance sale value shall be paid within (30) days from the date of issue of confirmation order. In case of delay, the successful bidder shall make representation in writing for extension of time and thereafter he may be allowed to make the payment within further 30 (Thirty) days with interest @1.5% per month on balance sale value remaining unpaid commencing from 31st day from the date of issue of confirmation letter subject to payment of interest amount in advance to Government/ Seller before 30th day from the date of issuance of Confirmation order. In case successful bidder failing to make the payment as above, their 25% of the sale value including Pre-bid EMD will automatically stand forfeited and no further correspondence will be made or entertained in this regard.

(ii) Under any circumstances, further extension of time will not be allowed. After payment of total bid amount including taxes and duties within the stipulated time, the e-auction LOT will be delivered to successful bidders.

(iii) The balance payments shall be made as per the demand notice/ instructions issued by the APFDC Ltd.,

(iv) However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and Seller reserves the right not to accept the payment of Sale Value with or without additional charges after expiry of due payment time as mentioned above. If the buyer fails to pay the sale value for any lot within above mentioned due date, then the Post Bid Deposit and Pre-bid Deposit of particular lot will stand forfeited automatically.

(v) Besides above, SELLER reserves the right to forfeit any amount/money lying with MSTC/SELLER/APFDC Ltd from the successful Bidder who defaults in making the due payments against the e-auction even though such amount/money may be lying with MSTC/SELLER/APFDC Ltd on account of the said Bidder against any other contract/transaction.

(32)ISSUANCE OF DELIVERY ORDER: On receipt of 100% Sale Value including taxes and duties, Seller will issue Delivery Order indicating the delivery period Ninety (90) calendar days counted from the date of issuance of confirmation order as per clause no. (28). If the last date of delivery happens to be Holiday or closed for any other reason for SELLER, the delivery will be allowed on the next day without any ground rent.

(33) DELIVERY OF MATERIAL:

(a) For the purpose of taking delivery from the Seller's Location/Depot, the authorized representative of the Buyer i.e. the authorized MSTC e-auction Photo ID Card Holder should report to the Seller along with his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative along with Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative along with a Self-Certified/Notarized Photocopy of his Photo ID Card. The successful Bidder/Buyer must take prior permission from the Seller before placement of vehicle for taking delivery of material.

(b) The bidders in whose name the Sale is accepted shall transport the material under the cover of a Transit permit in Form-II to be issued by the competent authority of Forest Department to the destination approved by the concerned Divisional Forest Officer in terms of A.P Red Sanders (Possession) Rules, 1989 within the jurisdiction of Andhra Pradesh. Upon reaching the destination the purchaser shall report about the arrival of the Red Sanders Wood to the concerned local Divisional Forest Officer.

(c) The material so purchased shall not be allowed to be exported outside India unless the successful bidders / Purchaser obtains a "Certificate of Origin" from seller and necessary clearance from the Government of India as per Rules in vogue. The seller may appoint M/s. APFDC Ltd., (or) any other entity / entities for export permission on their export license of Red Sander woods in Log form only as authorized under **Directorate General of Foreign**

Trade Notification No.47 (RE- 2013)/2009-2014, New Delhi Dated the 24 October, 2013. Subsequent Notifications issued No.96 (RE- 2013)/2009- 2014, New Delhi Dated the 05 November, 2014 and No.6/2015- 2020, New Delhi Dated the 06 May, 2015. The copies of Notification are attached in this e-auction catalogue for ready reference.

The successful bidders will make necessary arrangement to obtain necessary certificates from the appropriate authority as and when required for transportation for domestic or export of Red Sanders Woods.

The successful bidders will be allowed to lift the lot/lots only after payment and realization of sale amount in full and payment of all taxes, levies as applicable.

Seller is not responsible for any detention/holding up of the consignments by the custom department due to any omission/duties of the successful bidders or arising out of any custom procedure / legal proceedings.

(d) The material purchased by the successful bidders / Purchaser shall not be allowed to be kept in any Depot within the jurisdiction of Andhra Pradesh once it is removed from the Government Depot without prior permission of the concerned Divisional Forest Officer as per the A.P. Red Sanders Wood (Possession) Rules, 1989 and any other Act/Rule in force. Violation of this condition shall result in confiscation of the material besides imposing a penalty as decided by the Competent Authority, as per Rules in force.

(e) The bidders/purchasers shall at all times, be bound by the provisions of Andhra Pradesh Forest Act. Of 1967 and the Rules made there under

(f) The provisions of the Sale of Goods Act, 1930 as amended from time to time, shall apply to this e-auction on confirmation and the buyers shall abide by the provisions of the said Act.

(g) Any violation or infringement of e-auction terms & conditions and provisions of Andhra Pradesh Forest Act, 1967 and the Rules made there under as amended from time to time will entail cancellation of sale and forfeiture of amounts paid already and confiscation of the material.

(h) The successful bidders should engage their own men for weighing, loading and transport.

(i) The decision of the stock holder is final in the aspects of identification, mode of lifting the material, safety precautions to be observed while in transit, documentation, methods to be adopted while in transit of the material etc.

(j)The entry of vehicles in to premises and loading of materials will be permitted as per SELLER timings indicated from time to time.

(k)The materials sold shall be removed by the Buyers from the Lot as per the sole direction of the Seller and no segregation of items from the sold Lots will be permitted.

(l)For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the Principal fully indemnify against any claims whatsoever including claim for wage, injuries, compensation, death etc.

(m)While removing materials, if any accident or damage to the property/life etc. arises by reason of any act of negligence /omission /default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within Seller's premises, on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of Seller or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Seller for such injury / for damage to person's property of such persons. The Bidder/buyer shall in such event keep the Seller indemnified from any demand, claims or proceedings made.

(34)Any sale order against e-auction may be short closed as per the discretion of the SELLER at any time without assigning any reason at short notice. SELLER reserves the right to withdraw in part or full or to close the contract any time during the currency of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full quantity by way of extension of contract.

(35)All the statutory requirements as stipulated by the SELLER for the upkeep of safety, health etc. for the workers engaged should be strictly observed by the Buyer while on work.

(36)The Buyer shall ensure that his work men do not loiter around within the stores area of SELLER. They shall not touch any other material except those materials shown to them. If any of his workmen is even found violating these restrictions, the purchaser shall be responsible for making good the loss to the SELLER on which SELLER decision shall be final and binding.

(37)Notwithstanding anything contained in the e -auction sale notice or advertisement issued as to description and particulars of material put for sale, the sale is on as is where is and No Complaint Basis only. MSTC/SELLER does not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. The bidder shall have to satisfy himself on inspection of the lots as to what they contain and make their offer accordingly. No plea of misunderstanding or ignorance or conditions put forth subsequent to confirmation of sale shall be accepted.

(38)DEFAULT IN LIFTING: (i) If the bidder fails to lift the stocks within 90 days from the date of issuance of confirmation order, ground rent will be collected @ 1% on sale value up to a period of 2 weeks by the Seller in advance on e-auction LOT basis. The Ground Rent will be calculated on the value of entire Lot even if lifted in part. (ii) If Lifting is not completed within the stipulated time, buyer cannot have claim over the un-lifted material and entire money paid will stand automatically forfeited including post bid deposit and Pre-bid deposit.

(39)The goods after delivery period if left at SELLER site will remain at the sole risk and responsibility of the buyer. APFDC Ltd/SELLER will not undertake any liability whatsoever for the safe custody. Protection or preservation after the period of delivery of the lots as put up for sale subject to change by nature's wear and tear, exposure to atmospheric condition will be effected by SELLER. No complaints regarding quality or mis-description for the material sold will be entertained once the delivery period is expired.

(40)Conduct during delivery: Buyers shall solely be responsible for movement and proper behaviour of their deputies, agents, servants within SELLER premises. If any damage is caused to the Seller's property, the buyer is responsible to make good such loss and such damage to the satisfaction of the SELLER and the decision of SELLER in this regard shall be final and binding.

(41)The purchaser should intimate in writing two days in advance as to when the vehicle will come for taking out their materials. If the purchaser comes without prior written intimation, Concerned Divisional Forest Officer has got the right to return the vehicle without loading and purchaser cannot claim for any loss towards the same.

(42)No bidder or successful bidder or his authorized representatives are allowed to inspect the material, after concluding the e-auction.

(43)The terms and conditions herein contained are supplementary to the remedy available under the law.

(44)The contract shall be deemed to be completed as soon as the area is cleared of the entire material allotted or on completion of the period of contract as mentioned above whichever is earlier.

(45)All statutory requirements including trained manpower/vehicles used for lifting of the material shall be engaged by bidders/buyers.

(46)**Appeal:** On any dispute the Appeal shall lie with the Prl. Chief Conservator of Forest (HoFF), Andhra Pradesh Forest Department, Hyderabad, provided the successful Purchaser prefers an appeal within (15) days from the date of passing of any order by the Conservator of Forests concerned. Orders issued on such appeal by the Prl. Chief Conservator of Forest shall be final.

(47)Force Majeure:

SELLER/APFDC Ltd., will not be liable for any failure or delay in performance due to any cause beyond their control including but not limited to Fires, Floods, Strikes, Go-Slow, Lock-outs, closure, Pestilence, Industrial unrest, Epidemics, Political upheavals, Government action, Civil commotion, Breakdown of machinery, shortage of labour, Acts of God etc., It will be the sole discretion of SELLER to extend time of performance after cause of delay have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of contract whether printed or written.

(48) BLACK-LISTING:

The SELLER and/or MSTC/APFDC Ltd reserve the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the SELLER and/or MSTC shall be obliged to allow an opportunity of being heard to such bidder/buyer before any order of black-listing/debarment could be passed. Any such order of black listing/debarment that may be passed by the SELLER and/or MSTC/APFDC Ltd shall be without prejudice to other right of actions available to the SELLER and/or MSTC / APFDC Ltd against the bidder/buyer under the e-auction terms and conditions.

(49)**CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/SELLER in this regard. Hence Bidders must be careful to check (the Bid Amount/Number. Of '0's/ No. of Digits/Unit of Measurement etc.,) and rectify their bid (if required) before submitting their Bid into the live e- auction floor by clicking the 'Bid' Button. In case of any bid being equal to or more than 2 (two) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During Live e-auction, only brief Lot/Item details will be shown under 'Lot Name' on the e-auction Floor where Bidders are required to bid. The complete 'Item Details' can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the 'Item Details' before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.

(50)UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY: Each Lot/Unit will have to be bid, sold and delivered on the basis of Unit of Measurement (i.e. UOM) as Metric tonne (MT) stipulated in the Material List displayed on the e-auction Floor of 'View Live e-auctions'. Any representation/complaint from the Bidders for the Bid to be made/having been made on the basis of any other Unit of Measurement will not be entertained. Each e-auction LOT shall be treated as independent contract for the purpose of bid, sale, agreement, payments, delivery etc.

(51)PERIOD OF CONTRACT: Up to the validity period of the Delivery Order /Release Order/Contract issued by APFDC LTD/SELLER or up to the extended period of validity of the Delivery Order / Release Order in case the Delivery period is extended by the Seller at his sole discretion as the case may be.

(52)The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions or General Terms & Condition to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

(53)MSTC/SELLER reserves the right to forfeit any amount / money lying with MSTC / SELLER from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount / money may be lying with MSTC / SELLER on account of the said Bidder against any other contract / transaction.

(54)In case of any dispute regarding payment/delivery or any other matter relating to this e-auction, the decision of SELLER shall be final.

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