

ANDHRA PRADESH FOREST DEVELOPMENT CORPORATION
LIMITED, VIJAYAWADA

(A Government of Andhra Pradesh Undertaking)

Special Terms & Conditions for Global e-Tender cum e-Auction for sale of Red Sanders Wood 2017 (*Pterocarpus santalinus*) - Phase-VII

M/s Andhra Pradesh Forest Development Corporation Limited, the authorised agent of Government of Andhra Pradesh, India, herein after referred to as the SELLER, hereby notifies the sale of **1,957.906** Metric Tonnes (MTs) of dressed and graded Red Sanders (*Pterocarpus santalinus*) Wood (RSW) in any form (logs, round short/rough square logs, value added) for export on “As is where is basis without any segregation of logs in the notified Lots” and in terms of the DGFT notification no. 8/2015-2020 dated 23.5.2017. The sale of RSW will take place through International Competitive Bidding (ICB) process using the MSTC (A Government of India Enterprise) e-tender-cum-e-auction platform (www.mstcecommerce.com). The details of RSW lots for which bids are being invited by the APFDC Ltd., located at Central Warehousing Corporation (CWC) warehouse at Renigunta, are listed at Annexure-A.

1. (i) The word SELLER, wherever appearing, means the Andhra Pradesh Forest Development Corporation Limited (APFDC Ltd.).

(ii) The word Stock holder/ Department, wherever appearing, means the Forest Department, Government of Andhra Pradesh (India).
2. The word ***APFDC Ltd***, wherever appearing, means the Andhra Pradesh Forest Development Corporation Limited, Vijayawada, India, the authorized agent of Government of Andhra Pradesh (GOAP) for sale and realization of sale proceeds along with the statutory taxes and duties from the Buyers and export the RS Wood to foreign buyers on behalf of Government of AP and facilitate the export for Indian buyers.

3. The word ***MSTC***, wherever appearing, means the MSTC LIMITED,6th Floor, LIC building, Jeevitha Bima Road, Jeevan Prakash,Visakhapatnam-530 004,Andhra Pradesh, India, hereinafter referred to as the AGENT OF THE SELLER.
4. The Word ***e-Auction***, wherever appearing, means the e-Tender-cum-e-Auction.
5. The Word ***LOT/ LOTS/e-auction LOT***, wherever appearing, means e-Auction LOT comprising of one Lot or more than one Lot grouped together for the purpose of this sale.
6. The Word ***BIDDER***, wherever appearing, means the Firm or Company participating in the e-Auction / E-Bidding process to purchase the Red Sanders Wood ***LOT/LOTS*** put up for sale by the Seller.
7. The Word ***SUCCESSFUL BIDDER / BUYER***, wherever appearing, means the Firm or Company whose purchase offer has been accepted by the SELLER through a Sale Order/Acceptance Letter.
8. The Sale will be governed by the Material List, Special Terms & Conditions (STC) and Annexure displayed on the 'Live' e-Auction Floor as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) accepted by the Bidder at the time of e-Tender cum e-Auction Registration with MSTC. The Bidders should download the Material List and STC displayed under 'View Live Auctions' for their record purpose, if required. The BSTC and GTC can be seen and downloaded from the Home Page of the e-Auction Website and clicking on the NEW USER. Participation in the e-Auction will be deemed to imply that the Bidder has made himself / herself aware of and accepted the material list, STC, BSTC and GTC.

9. In case of any conflict between the STC, GTC and BSTC, the STC shall prevail. APFDC shall have the right to issue addendum to the STC and / 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. 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.
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 in purchasing the Red Sanders Wood(RSW) LOT/LOTS through e -auction should get themselves registered with MSTC as Bidder well in advance ahead of the commencement of e-auctions. The bidders who have valid registration with MSTC need not register again.

12. Contact Details

ANDHRA PRADESH FOREST DEPARTMENT:

Mr. P.K SARANGI, IFS

Principal Chief Conservator of Forest and Head of Forest Force

Aranya Bhavan, Sankurathri Residency, EVR Gardens, MG Inner Ring Road, Agathavarappadu, Pedakakani Mandal, Guntur-522509, Andhra Pradesh, India, Contact No: +91 9440810001

e-mail ID: apccfprodapfd@ap.gov.in

APFDC Ltd:

Mr. K.Gopinatha IFS

Chief General Manager, APFDC Ltd., 2nd Floor, CNR Complex, Sri

Ramachandra Nagar, opp to NTR Health University, Vijayawada, Andhra Pradesh State, India.

Phone: +91 0866 2975502, Mobile No. +91 8008554553

E-Mail: cgm.apfdc@gmail.com

MSTC LIMITED:

M/s. MSTC Ltd, 6thFloor, LIC Building, Jeevitha Bima Road, Jeevan

Prakash, Visakhapatnam– 530 004, Andhra Pradesh, India

Phone:+91 891 274 6983 / Mobile No.+91 9441487624

E-Mail: tsatyasai@mstcindia.co.in / rmahesh@mstcindia.co.in

13. **Inspection of Lots/Date of E-Auction:** The interested Bidders may inspect the Red Sander Wood Lots being sold under this notification on any working day between 19.6.2017 to 25.7.2017 between 10:30 AM and 5:00 PM. The intending bidders or their authorized representatives may make prior appointment for inspection of the Lots notified for sale by contacting the Vice-Chairman and Managing Director of APFDC by making a request in writing or through an e-mail.
14. The Buyer has to satisfy himself about the quality, quantity, grade and conditions etc., of the Red sanders wood. The principle of "CAVEAT EMPTOR" (LET THE BUYER BE AWARE) will apply for those participating in the bidding process.
15. **Location & Quantity:** The stock of Red Sander Wood for which bids are invited is located in the Central Warehousing Corporation Godown, Renigunta, as detailed in Annexure A.
16. **E-Auction Schedule:** The initial-auction of the RSW Lots would be held on 26th and 27th July 2017 (Wednesday and Thursday respectively). The Lots remaining unsold in the first sale will be again put up for sale on 2nd and 3rd August 2017.

The Lots remaining unsold, if any, in the second sale will be again put up for sale on 9th and 10th August 2017.

17. **Earnest Money Deposit (EMD):** The Buyer desirous of participating in the first auction cycle to be held on July 26th and 27th July 2017, shall remit Earnest Money Deposit (EMD) of USD 500,000 (Five hundred thousand United States Dollars) in the US Dollar account of the Seller, APFDC. A firm registered in India and has operations limited to the territories of Indian Union shall submit the EMD of INR 35,000,000 (Thirty five Million Indian Rupees) in the INR account of APFDC. The EMD must be paid through RTGS/ NEFT/ SWIFT and no other modality for payment will be accepted. The amount shall be credited in the account of the Seller, APFDC, not less than one working day before the commencement of e-auction. This EMD will enable the Bidder to participate in the auction on all two days of the first sale for all or any of the Lots put up for sale.

18. The EMD for the second and third auction to be held on 2nd and 3rd August 2017 and 9th and 10th August 2017, respectively would also be USD 500,000 (Five Hundred Thousand US Dollars) for foreign firms and INR 35,000,000 (Thirty Five Million Indian Rupees) for firms / companies registered in India and have operations limited to the territories of Indian Union, for each auction session. Those who have paid EMD in the first cycle need not pay EMD again for second and third cycle of sales. Those who have not paid EMD in the first cycle of sale, the EMD would have to be paid for the second or third auction sessions, as the case may be.

19. The EMD Payment procedure is as follows:

- i. The Foreign Buyer is required to remit the EMD only in United States Dollars (USD) in the Dollar Account of the Seller, APFDC, either through direct remittance or online transfer through SWIFT to the following account of APFDC:

Name of the Customer	AP Forest Development Corporation ltd
Name of the Account	Red Sanders Sale
Account Number	0798241000001
SWIFT CODE	CNRBINBBHFD
BANK NAME	CANARA BANK
BANK ADDRESS	MASAB TANK, HYDERABAD, INDIA

Note:-Remittance Request through SWIFT should be in the following format (Please Remit -USD to CANARA BANK INTERNATIONAL DIVISION, MUMBAI, ACCOUNT NO. 001-1395969 with JP MORGAN CHASE BANK, NEW YORK NY SWIFT CODE CHASUS33 ABA ROUTING NO 021 000 021 for further credit to AP FOREST DEVELOPMENT CORPORATION LIMITED Account no. **0798241000001** with CANARA BANK, MASAB TANK BRANCH, HYDERABAD, INDIA, SWIFT CODE CNRBINBBHFD (IFSC CNRB0000798)

- ii. The Firms / Companies registered in India and having operations limited to the territories of India are required to pay EMD in Indian Rupees (INR) either by direct remittance or online transfer through RTGS/NEFT to the following account held by APFDC:

Name of the Customer	AP Forest Development Corporation ltd
Name of the Account	Red Sanders Sale
Account Number	0798201000610
IFSC CODE	CNRB0000798
BANK NAME	CANARA BANK
BANK ADDRESS	MASAB TANK, HYDERABAD, INDIA

- iii. The Bidder shall inform the details of EMD payment to the Seller through e-mail from the registered e-mail ID to: tsatyasai@mstcindia.co.in immediately upon e-payment clearly mentioning: the Buyer's Firm Name, Registration

Number with MSTC, E-Auction number, E-Auction LOT number, Payment Type, UTR Number, Date of payment, Amount, etc. Information received from unregistered e-mail IDs shall not be considered.

- iv. The intending bidders may participate in one or more LOTs subject to submission of EMD Deposit as above.
- v. EMD Payments without e-mail intimation shall not be considered/ acted upon. APFDC will not be responsible for delayed credits of EMD amount in the Seller's Account or for non-receipt of information of deposit. It shall be the responsibility of the Bidder to confirm the receipt of EMD in APFDC account. The Bank transfer charges either way would be on Bidder's Account. Further, no interest shall be payable on the EMD Deposit.
- vi. The EMD of the (H1) bidder will be retained till confirmation of sale and adjusted towards 75% of the payment of sale value.
- vii. The EMD of unsuccessful bidders will be refunded as it is. In case of refund of EMD by RTGS/SWIFT, the commission and bank transfer charges etc., shall be borne by the unsuccessful bidder.
- viii. EMD Payment by third party shall not be accepted.

20. The Bidding Process

- i. The bid value shall be the basic price of the material (Red Sanders Wood) exclusive of all applicable levies, duties etc., in USD per Metric Tonne. The bidders shall quote in United States Dollars only on Metric Tonne basis for each Lot. Bidders can increase the bid amount by a minimum of 100 USD or its multiples per Metric Tonne.

- ii. Each Lot is a separate entity for bidding. Bidders have to bid separately for each Lot. Each LOT shall be treated as independent contract for the purpose of bid, sale, agreement, payments, delivery etc.
- iii. E-Auction period will be for 4 (Four) hours duration (from 10:00 AM to 02:00 PM of Indian Standard Time - IST) subject to automatic extension. If any valid bid is received within the last fifteen (15) minutes before the closing time, time will be automatically extended by an additional 15 minutes, thus giving enough opportunity for others to revise their bids on that Lot. The process will continue as long as the bidding continues and e-auction will close when no bid is received for 15 consecutive minutes. The bidders can increase the bid amount by a minimum of 100 USD or its multiples per Metric Tonne during both regular and extended periods of e-auction.
- iv. Bidder may participate in e-tendering or e-auction or both for each Lot by choosing appropriate option while offering bids. However, E-tender can be offered only once. The bidder can continue to participate in e-auction after submission of e-tender.
- v. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him / her and no complaint/representation will be entertained by the SELLER in this regard. Therefore, 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 on the live e- auction floor by clicking the 'Bid' Button. There is no provision for bidding in decimals. During Live e-auction, only brief Lot/Item details will be shown under the '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. It shall be the responsibility of the Bidders to see the 'Item Details' before

bidding and no representation / complaint from the Bidders in this regard will be entertained by MSTC / Seller.

- vi. Each Lot will be bid, sold and delivered on the basis of Unit of Measurement (UOM) as Metric Tonne (MT) stipulated in the Material List displayed on the e-auction Floor of 'View Live e-auctions'.
- vii. The Seller will not provide any computer terminal for bidders; it shall be the responsibility of the bidders to arrange for the hardware, software and the internet connectivity required for participation in the e-auction / e-tender process.
- viii. For detailed Procedure and Guidelines for Registration and Bidding for bidders, please refer Annexure B.

21. Bidding Rate

- i. The bidders shall quote/offer on MSTC website his / her offer rate per Metric Tonne of Red Sanders Wood (RSW) at which she / he desires to purchase the entire e-auction Lot exclusive of applicable taxes & levies. Online bidding shall be done only in the United States Dollars (USD).
- ii. Applicable levies and duties during the pendency of the contract will be charged extra as prevailing 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.
- iii. The e-auction Lot details like grade, numbers, weight, etc., of the red sanders wood are indicated in Annexure- A. The delivery of the material will be done in presence of the Buyer/his (her) Authorised representative. Dryage in weight of each lot up to 4% of the notified weight indicated in Annexure-A, 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 **4%** of the notified weight, the same shall be brought to the notice of the Seller, and the verdict of Seller shall be final.

- iv. In case the weight of Red Sanders wood delivered is found to be more than the quantity notified and sold, the Stock Holder will restrict the quantity to the notified weight.

22. Taxes and other levies

- i. **VAT & Other taxes:** Red Sanders Wood sold for export is exempted from payment of VAT. Indian Buyers 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 any tax benefit for the export sale (known as penultimate sale). Value Added Tax and other taxes, if any, levied by the Government, shall be paid by the Buyer as per the provisions of Andhra Pradesh VAT Act and the Rules made there under by the Commercial Tax Department or any other Act and Rules.
- ii. **Income Tax:** Income Tax shall be paid by the Buyer as per the provisions of the Income Tax Act, 1961 and Rules made there under along with the sale amount and the bidders should mention the Permanent Account Number (PAN) issued by the Income Tax Department of India. Foreign purchasers not having Indian Government PAN Numbers should apply for the PAN numbers and furnish the same to the seller before taking delivery of the Lots. The Buyers may furnish exemption certificate from payment of IT or at lower rate of IT from competent authority

iii. **The National Bio-Diversity Authority / State Bio-diversity Authority - ABS Mechanism**

- a) Access Benefit Sharing (ABS) fee of 5% of the full sale value has to be paid by the firms / companies not registered in India, to the National Biodiversity Authority (NBA), Chennai and an agreement has to be entered with NBA.
 - b) All firms / companies registered in India and whose operations are limited to the territories of Indian Union have to pay 5% of the full sale value to the Andhra Pradesh State Biodiversity Board (APSBB) and enter into agreement with APSBB. If such a firm exports the RS wood, it would have to pay 5% of the difference of the declared export value and the purchased auction value to NBA and enter into agreement with NBA.
- iv. All statutory payments like VAT, Income Tax, Customs 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. These amounts are over and above the bid amount. The rates of duties and taxes displayed on the e-Auction website are indicative and based on the rates prevailing before the commencement of the e-Auction and can vary from time to time.

23. E-Auction Result

- i. The Bidder can verify the “E-auction Lot Status” after closing of e-auction on the websites of [www. forests.ap.gov.in](http://www.forests.ap.gov.in) or www.apfdcl.com, 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 closure of e-tender cum e-Auction, the highest valid bid secured among the e-tender and e-auction for each lot will be considered to determine the highest bidder for that Lot. The Highest Bid (H1) for each Lot will be notified within (5) days of closure of the e-auction.

However, the highest bidder will not automatically accrue any right on that Lot.

- ii. After completion of e-tender cum e-auction on the day, the MSTC Ltd shall furnish the highest bids 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 seller 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 APFDC and the confirmation letter will be issued in the name of the highest bid approved by the Government.

24. Validity of Offers

- i. The bidders who participate in the e-auction shall be bound by their offer and by these terms and conditions for a period of 60 (sixty) days from the date of closure of e-auction.
- ii. In case of breach of the clause 24 (i) above, the EMD shall be forfeited by the Buyer. In addition, the Bidder who fails to honour its offer shall bear the loss, if any, suffered by the Seller in the subsequent disposal of that Lot. If the loss is not compensated by the Buyer within fifteen (15) days from the date of receipt of the notice of demand by registered post/ E-Mail, may be recovered by filing a civil suit in a Court of law having jurisdiction over Andhra Pradesh. The Bidder, 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: $L = OBA - BAR$, where 'L' is the loss, OBA is Original Bid Amount and BAR is Bid Amount in Re-sale.

25. Sale Order / Acceptance Order / Acceptance Letter / Confirmation Order

- i. The SELLER will issue the sale Confirmation order/Acceptance letter after obtaining approval from the Competent Authority.
- ii. The successful bidders should not transfer the offer awarded to him / her to others and no sub-contract is allowed.
- iii. 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 Seller.

26. Post Bid Payment:

- i. The Successful Bidder of the respective e-auction Lot shall pay Post bid Deposit equivalent to 25 per cent of the Sale amount within 10 days from the date of issue of Confirmation order, to the APFDC Ltd., as indicated below:
- ii. The Foreign Buyer shall make payment only in United States Dollars, whereas Indian Buyer shall remit the amount in Indian Rupees, which shall be deposited in the following Seller's Account through direct remittance or online transfer:

Name of the Customer	AP Forest Development Corporation ltd
Name of the Account	Red Sanders Sale
Account Number	0798201000610
IFSC CODE	CNRB0000798
BANK NAME	CANARA BANK
BANK ADDRESS	MASAB TANK, HYDERABAD, INDIA

Note:-Remittance Request through SWIFT should be in the following format (Please Remit -USD to CANARA BANK INTERNATIONAL DIVISION, MUMBAI, ACCOUNT NO. 001-1395969 with JP MORGAN CHASE BANK, NEW YORK NY SWIFT CODE CHASUS33 ABA ROUTING NO 021 000 021 for further credit to AP FOREST DEVELOPMENT CORPORATION LIMITED Account no. **0798201000610** with CANARA BANK, MASAB TANK BRANCH, HYDERABAD, INDIA, SWIFT CODE CNRBINBBHFD (IFSC CNRB0000798)

- iii. In case the successful bidder fails to fulfil the payment condition mentioned above, the EMD amount paid by him will be forfeited to the Seller and she / he shall have no right whatsoever on the e-auction Lot / Lots for which she / he was declared the successful bidder and the e-auction Lot or Lots will be resold at his / her risk and loss, if any, will be recovered under due process of law. The defaulting firm will not be entitled to claim any excess amount that may be realized on such re-sales.
- iv. If any bidder has offered the highest bid for more than one lot and if such a firm defaults on payment of part or full sale amount for all the lots, then entire EMD paid will be forfeited. If the firm defaults in payment of part or full sale amount in respect of certain lots, forfeiture of EMD will be USD 50,000 (Fifty Thousand USD) for each lot in respect of for Foreign Buyers and INR 3,500,000 (Three Million and Five hundred Thousand INR) for each Lot in respect of the firms that are registered in India and have business operations limited to the territories of India.
- v. In addition, the registration of the defaulting Bidder will be deactivated and will be debarred for a minimum period of 6 (six) months from participating in all MSTC e-Auctions, along with forfeiture of the Registration Fee.
- vi. If any excess EMD 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.

27. Security Deposit / Performance Guarantee:

- i. Firms, whose bids are accepted and confirmed, shall pay Security Deposit (SD) as Performance Guarantee (PFG) while entering into agreement and before paying balance sale amount.

- ii. Firms who intend to pay the balance 75% through online remittance have to pay a security deposit of 3% of the Full Sale Value (FSV) as Performance Guarantee. Firms who are going to export the material can pay the balance 75% in the form of Confirmed Irrevocable Letter of Credit (LC) payable at sight by paying a security deposit of 5% of the FSV as Performance Guarantee. The Performance Guarantee / Security Deposit has to be paid before signing agreement with APFDC.
- iii. The foreign buyers can remit the SD in the APFDC dollar account mentioned below:

Name of the Customer	AP Forest Development Corporation ltd
Name of the Account	Red Sanders Sale
Account Number	0798241000001
SWIFT CODE	CNRBINBBHFD
BANK NAME	CANARA BANK
BANK ADDRESS	MASAB TANK, HYDERABAD, INDIA

Note:-Remittance Request through SWIFT should be in the following format (Please Remit -USD to CANARA BANK INTERNATIONAL DIVISION, MUMBAI, ACCOUNT NO. 001-1395969 with JP MORGAN CHASE BANK, NEW YORK NY SWIFT CODE CHASUS33 ABA ROUTING NO 021 000 021 for further credit to AP FOREST DEVELOPMENT CORPORATION LIMITED Account no. **0798241000001** with CANARA BANK, MASAB TANK BRANCH, HYDERABAD, INDIA, SWIFT CODE CNRBINBBHFD (IFSC CNRB0000798)

- iv. The firms registered in India and whose operations are limited to the territories of India are required to remit the SD in the INR account of Canara Bank below:

Name of the Customer	AP Forest Development Corporation ltd
Name of the Account	Red Sanders Sale
Account Number	0798201000610
IFSC CODE	CNRB0000798
BANK NAME	CANARA BANK
BANK ADDRESS	MASAB TANK, HYDERABAD, INDIA

- v. The Security deposit can also be furnished in the form of Bank Guarantee with a validity period of one year from a Nationalised bank situated in INDIA.

28. Agreement with APFDC

- i. 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, in addition to levies, taxes etc. for the red sanders wood purchased. The agreement has to be done on or before the payment of the balance sale value (i.e. within 30 days from the date of issue of confirmation order).
 - ii. After remittance of 25% of full sale value of the Lot/Lots by the successful Buyer and after signing the agreement, APFDC will obtain the Certificate of Origin from the PCCF, Government of Andhra Pradesh, and Export Licence from the DGFT, Government of India. However, APFDC shall not be held responsible or liable in any way for any delay in obtaining the Certificate of Origin and / or the Export Licence.
- 29. Agreement with NBA:** The Foreign Buyer shall pay ABS fee and obtain clearance from the National Bio Diversity Authority (NBA), Chennai by way of entering into an Agreement with NBA well in advance and furnish a copy of the same to APFDC in order to complete the process for export of the red sanders wood. APFDC shall not be held responsible for any delay in export due to non-submission of the agreement copy.

30. Payment of the Balance Sale Value:

- i. 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 below mentioned account by RTGS/NEFT/SWIFT.

- ii. The payment in United States Dollars by the foreign Buyers and in Indian Rupees by the Domestic Buyers shall be remitted to the following Account:

Name of the Customer	AP Forest Development Corporation ltd
Name of the Account	Red Sanders Sale
Account Number	0798201000610
IFSC CODE	CNRB0000798
BANK NAME	CANARA BANK
BANK ADDRESS	MASAB TANK, HYDERABAD, INDIA

Note:-Remittance Request through SWIFT should be in the following format (Please Remit -USD to CANARA BANK INTERNATIONAL DIVISION, MUMBAI, ACCOUNT NO. 001-1395969 with JP MORGAN CHASE BANK, NEW YORK NY SWIFT CODE CHASUS33 ABA ROUTING NO 021 000 021 for further credit to AP FOREST DEVELOPMENT CORPORATION LIMITED Account no. **0798201000610** with CANARA BANK, MASAB TANK BRANCH, HYDERABAD, INDIA, SWIFT CODE CNRBINBBHFD (IFSC CNRB0000798)

- iii. Buyers importing the material have the option to make payment fully/partly through Confirmed & Irrevocable Letter of Credit (LC) payable at Sight to be established within 30 days of issue of confirmation order through any first class International bank in favour of “The Andhra Pradesh Forest Development Corporation Ltd., Vijayawada, India” negotiable at the counters of any of the scheduled commercial banks in India. However, LC negotiation charges, interest and any other charges claimed by the banks shall be paid by the foreign buyer and none of the charges shall be borne by APFDC. Further, all charges including CHA charges from CWC, Renigunta depot to Krishnapatnam or Visakhapatnam Port and shipment, insurance and other charges from Krishnapatnam or Visakhapatnam Port to any other foreign ports has to be borne by the foreign buyer.
- iv. Further, 12% interest per annum shall be charged from the completion of 30 days of issue of confirmation order to actual date of realization of LC that will be adjusted from the SD/PFG, if not paid. For the purpose of submission of

documents to the Bank for realization of LC, Invoice, Packing list, CITES export permit issued by CITES, the Certificate of Acknowledgement issued by the Buyer's authorized representative while receiving the lot at CWC godown, Bill of Lading issued by the shipping liner will be sufficient for realization of the LC.

- v. 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.
- vi. The Buyers who paid the sale amounts through RTGS/NEFT/SWIFT should communicate to Seller in writing through Mail/Fax in order to take further action.
- vii. The successful Buyer shall follow all Government Rules while obtaining the required 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. Issuance of Delivery Order

On receipt of 100% of Sale Value (also by LC) including ABS Fees, taxes, levies and duties etc., the Seller will issue Delivery Order indicating the delivery period. For the Buyers who have chosen their own Clearing House Agent (CHA)/ CHA empanelled by APFDC, the maximum time for delivery is 45 days from the date of issue of export license by the ADGFT or before the expiry of the export license whichever is earlier. For the Buyers who have chosen the Clearance House Agent (CHA) empanelled by APFDC by paying the prescribed amount through online transfer within 30 days of issue of confirmation order, then the APFDC will facilitate the delivery of the material. If the last date of delivery happens to be a public holiday or if the

offices are closed for any other reason, the delivery will be allowed on the next day without any penalty.

32. Delivery of the Material:

- i. For the purpose of taking delivery from the Stock holder's Location/Depot, the authorized representative of the Buyer should report to the Stock holder along with original Photo ID and Authority Letter on Buyer's Letter-Head after duly attesting the signature of the Representative along with a Self-Certified/Notarized Photocopy of his Photo ID Card. In case the buyer chooses his own Clearing House Agent (CHA), he must take prior permission from the Stock holder before placement of vehicle for taking delivery of material.
- ii. 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 (DFO) has got the right to return the vehicle without loading and purchaser cannot claim for any loss towards the same. The entry of vehicles into premises and loading of materials will be permitted as per stock holder timings indicated from time to time.
- iii. The Buyer or his authorized representatives will not be allowed to inspect the material after conclusion of the e-auction.
- iv. In case the Buyer opts for the APFDC services, the firm shall pay the expenses fixed by APFDC within 30 days from the issue of confirmation order. APFDC will get all clearances from the Government Agencies (APFD, DGFT, MoEF, Customs, CITES etc.) and make arrangements for transport and delivery of goods at loading Port by engaging registered Clearance House Agents. However, the Buyer or his authorized representative shall certify the genuineness, quantity and quality of the Lot at the time of delivery of the Lot from the depot and issue a "Certificate of Acknowledgement" to the stock

holder.

- v. The Buyer shall transport the material under the cover of a Transit Permit in Form-II to be issued by the competent authority of the Forest Department to the destination approved by the concerned Divisional Forest Officer (DFO) in terms of A.P Red Sanders (Possession) Rules, 1989. Upon reaching the destination, the buyer shall report the arrival of the Red Sanders Wood to the concerned local Divisional Forest Officer (DFO).
- vi. The material so purchased shall not be exported outside India unless the Purchaser is in possession of the "Certificate of Origin" from the PCCF, Government of Andhra Pradesh and necessary CITES clearance and Export License from the Government of India have been issued as per Rules in vogue.
- vii. The Seller is not responsible for any detention/holding up of the consignments by the Customs Department due to any omission/duties of the successful Buyers or arising out of any custom procedure / legal proceedings.
- viii. The material purchased by the successful Buyers 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.
- ix. The Buyer shall at all times, be bound by the provisions of Andhra Pradesh Forest Act. of 1967 and the Rules made there under.
- x. 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.
- xi. 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.
- xii. The successful Buyers should engage their own men for weighing, loading

and transport.

- xiii. The decision of the stock holder is final in the aspects of identification, mode of lifting of the material, safety precautions to be observed while in transit, documentation, methods to be adopted while in transit of the material etc.
- xiv. The materials sold shall be removed by the Buyers from the Lot as per the direction of the stock holder and no segregation of items from the sold Lots will be permitted.
- xv. For the purpose of removing the materials, the successful Buyer shall employ or engage its own personnel and shall keep the Seller / stock holder fully indemnified against any claims whatsoever, including the claim for wages, injuries, compensation, death etc. While removing the 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 stock holder's premises, on the part of the Buyer's / his representative or employees resulting in death or injury to any persons or damages to the property of stock holder or any third party then in such an event the Buyer will have to pay compensation to such person (s) including the employees of the stock holder for such injury / damage to person's property of such persons. The Buyer shall in such event keep the stock holder indemnified from any demand, claims or proceedings made.
- xvi. Notwithstanding anything contained in the e-auction sale notice or advertisement issued as to the description and particulars of material put for sale, the sale is on “as is where is and no complaint basis” only. The SELLER does not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. The Buyer 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.

33. Period of Contract

- i. The period of contract shall be (120) days from the date of agreement or upto the period of export relaxation issued by DGFT, whichever is earlier or period extended by the Government on the exigencies, valid as per the Delivery Order /Release Order/ Contract issued by the 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 discretion as the case may be based on the exigencies.
- ii. 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.

34. The contract shall be deemed to be completed as soon as export of the entire material allotted and further process of release of SD or on completion of the period of contract as mentioned above, whichever is earlier.

35. Default in Payment of Sale Value:

- i. Seventy five per cent (75%) of the sale value shall be paid within (30) days from the date of issue of confirmation order. In case of delay, the successful bidder shall be allowed to make payment within another thirty (30)days with an interest of 12% per annum on the balance sale value remaining unpaid commencing from the thirty first day of the date of issue of confirmation letter

subject to payment of interest amount. For the purpose of interest calculation, days one to fifteen shall be treated as half a month and sixteen to thirty days shall be treated as one month. In case the successful bidder fails to make the payment of 75%, the Buyer will forfeit the 25% of the sale value remitted along with the EMD and the Security Deposit automatically and no further correspondence will be made or entertained in this regard.

- ii. There shall be no extension for payment of total sale value for the material beyond a total of sixty days from the date of issue of confirmation letter.
- iii. This, however, shall not confer any right on the Bidder to make late payment of Balance Sale Value and the applicable Duties and Taxes. The Seller reserves the right not to accept the payment of Sale Value with interest 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 of the particular Lot and the EMD will stand forfeited automatically.
- iv. Besides above, 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.

35. Default in Lifting:

- i. The Buyer, who engages his own CHA, has to lift the Lots within 45 days from the date of issue of Export License or before the expiry of the Export License whichever is earlier, failing which the Buyer cannot have claim over the un-lifted material and the entire money paid, including the EMD and all Post bid deposits, will stand automatically forfeited.

- ii. In case of any delay, due to the existing circumstances, the buyer is allowed to lift the material on payment of ground rent @ US\$ 20 (or Equivalent amount of INR in case Indian buyers) per MT per month for a maximum period of 30 days. No further time will be allowed for lifting beyond the said 30 days extension period.
- iii. No ground rent will be collected in case of delay attributable to Government or Seller, provided the buyer pays all the sale amounts within the time as per Special Terms and Conditions of sale/tender.
- iv. The goods, if left at stock holder site after delivery period, will remain at the sole risk and responsibility of the buyer. Neither the Seller nor the stock holder will undertake any responsibility 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 etc. No complaints regarding quality or mis-description for the material sold will be entertained once the delivery period has expired.
- v. The terms and conditions herein contained are supplementary to the remedy available under the law.

36. Special Terms and Conditions:

- i. The Seller may withdraw any Lot or Lots or part of the Lots from the Sale without assigning any reasons. The Seller reserves the right to stop/ postpone/ cancel the e-auction at any stage without assigning any reason thereof. Such a right, however, would be used with circumspection and due care and caution.
- ii. The Seller reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons there for.

- iii. The Seller reserves the 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.
- iv. The Government of Andhra Pradesh or any Officer authorized by it, reserves the right either to reject any or all e-auctions without assigning any reason. In this regard the decision of the Government of Andhra Pradesh 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 in the territory of Andhra Pradesh.
- v. The Buyer shall maintain the highest ethical standards in the entire process and if any Buyer is found to be indulging in unethical or corrupt practices of any nature will be disqualified from the bidding process, and will be black listed from participating in future auctions for a period to be determined by the Seller that would not be less than six months.

- 37. Force Majeure:** The Seller will not be liable for any failure or delay in performance due to any cause beyond its control, including but not limited to accidental Fire, Floods, Strikes, Lock-outs, closure, Pestilence, Industrial unrest, Epidemics, Go- Slow, Political upheavals, Government action, Civil commotion, Breakdown of machinery, shortage of labour, Acts of God etc., It will be the sole discretion of the Seller to extend the 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.
- 38. Participation by a defaulter or minor or insolvent or black listed bidders:** Any firm / company / individual that has outstanding dues to the Forest Department/APFDC Ltd., on the day of Sale Notification 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 from participating in any assignment of any department of Government of Andhra Pradesh and or any other State Government in India/ or Government of India, shall not be eligible to participate in the e-auction process and any such participation by such firm / company / individual shall be invalid, and EMD submitted shall be forfeited to the Seller.
- 39. Black Listing:-**The Seller reserves 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 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 shall

be without prejudice to other right of actions available to the SELLER against the bidder/buyer under the e-auction terms and conditions.

- 40. Dispute Resolution:** In case of any dispute regarding payment/delivery or any other matter relating to this assignment, the same shall be resolved amicably through mutual discussions and negotiations, failing which the decision of the Seller shall prevail.
- 41. Appeal:** In rare circumstances, where the Buyer is aggrieved by the decision of the Seller, the Buyer may prefer an appeal before the Government of Andhra Pradesh, within (15) days from the date of passing of any order by the Seller. The orders passed by the Government of Andhra Pradesh shall be final.

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