

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

CLICK FOR GTC      CLICK FOR BSTC

DEALING OFFICER AT MSTC LTD., TRIVANDRUM OFFICE

NAME	MR. REMIL RASHID, DEPUTY MANAGER
OFFICE ADDRESS	1ST FLOOR, FOREST CENTRAL LIBRARY BUILDING, KERALA FOREST HEAD QUARTERS, VAZHUTHACAUD, TRIVANDRUM 695 014
PHONE NO.	0471-2529137
OFFICE HOURS	10 AM - 5 PM

THE TERMS & CONDITIONS INCLUDING THE LIST OF PLANTATIONS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS. THE SAME MAY PLEASE BE DOWNLOADED FOR ANY FURTHER REFERENCE.

With the implementation of Goods & Services Tax (GST) w.e.f 01st July 2017 in India, VAT / Sales Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order/ invoice etc wherever GST Registration Number is not submitted.

PREBID EMD AS MENTIONED BELOW HAVE TO BE DEPOSITED TO PARTICIPATE AGAINST THE LOTS:

PREBID EMD  
**Rs. 25,000/-**

The prebid EMD amount needs to be paid by the participating buyers to KFDC by means of DD/NEFT/RTGS/Online Payment. The BUYER REGISTRATION NO. AND THE LOT NO./NOS. have to be mentioned while paying the prebid EMD. Only the registered customers who will submit the pre bid EMD within the aforesaid period will be able to participate against the above mentioned lot/s in this e-auction. If the sale value of bid material is not paid within the specified time period against any of the bid lot by the H1 bidder, the EMD will be forfeited. However, pre bid EMD of the unsuccessful bidders would be generally refunded / returned by KFDC after closure of the e-Auction with same instrument. No interest is payable on the pre bid EMD and SD.

The volume of the timber/ firewood indicated is approximate only. The successful bidder should lift the identified numbers of trees in the Block/Plantation only.

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

**1.** KERALA FOREST DEVELOPMENT CORPORATION LIMITED, Thiruvananthapuram Division having its Head Office at Karapuzha, Kottayam, the owner / seller, will be hereinafter referred to as PRINCIPAL and MSTC Ltd., the Selling Agent of the PRINCIPAL will be hereinafter referred to as MSTC. Wherever the words Buyer, Purchaser, Successful Bidder are indicated, it will be referred to

as Successful Bidder.

**2. VALIDITY OF BIDS :** All bids will be valid for acceptance by MSTC for a period of 30 (Thirty) days from the date of closing of e-Auction (excluding the date of closing of e-Auction). In case the 30th day falls on a holiday or remains closed for MSTC/PRINCIPAL, such bids will be deemed to be automatically extended to be valid upto the next working day of MSTC/PRINCIPAL.

**3. INSPECTION:** The intending bidder or his authorized representative may inspect the plantation as per the schedule mentioned above, between 10.00 am to 5:00 pm on any working day at the location specified against the lots/plantations with the prior permission from the respective contact person.(Name, Designation, Contact Number)

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

**5. Conditional offers will not be accepted/entertained.**

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

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

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

**9. TAX COLLECTED AT SOURCE:** Income tax as applicable.

**10. The H1 bid value will be split on pro rata basis for the Timber and Firewood portions of the lot, with GST applicable only on the Timber portion.**

**11. ISSUANCE OF SALE INTIMATION LETTER:**

Wherever the Highest Bid (H-1 Bid) is acceptable on confirmed basis or 'Subject to Approval' (STA) basis, depending upon the Reserve Price fixed by the PRINCIPAL immediately on closing of the e-auction, Sale Intimation Letter will be issued automatically by e-mail to the respective Highest Bidder informing him whether his bid has been accepted on confirmed basis or STA basis. Bidders must, therefore, keep a watch on their incoming e-mail in this regard. Principal has the power to accept or reject any highest bid, accepted on STA basis, without citing any reason. The decisions towards acceptance or rejection will be intimated by e-mail to the respective bidder.

## **12. ISSUANCE OF SALE ORDER & PAYMENT SCHEDULE:**

Sale Order will be issued for the accepted lots, for making balance payments by the successful bidders and the same will be communicated by e-mail.

## **13. REMITTANCE OF PART VALUE:**

The successful bidder should remit the payments as per the following manner:

(i) 35% of the bid value, plus applicable GST after adjusting EMD already remitted, shall be paid within 7 working days of issuance of Sale Order.

(ii) Balance value along with applicable GST and other charges and taxes if any is to be paid within 40 days from the date of issuance of Sale Order.

(iii) If any amount is charged by bank for clearing the DD, the same shall be borne by the bidder himself. If the DD is dishonoured by the bank, the bidder who remitted the DD will be treated as defaulter and necessary actions will be initiated against him as per the law and as per sale conditions.

(iv) If the successful bidder fails to remit the amount as prescribed in the Sale Order within the prescribed time period, the bid will be treated as cancelled and all remittance including EMD will be forfeited without giving any notice and the lots will be re-auctioned at the risk and loss of the successful bidder and all the loss incurred because of re-auction will be the responsibility of the defaulter. Loss as mentioned above will be realized from the defaulter as per Revenue Recovery Act, 1968 or any other relevant Rules in force.

## **14. EXECUTION OF AGREEMENT.**

The successful bidder shall execute an agreement incorporating the conditions given in the terms and conditions, within 14 (Fourteen) days from the date of issue of Sale Order.

The terms and conditions of agreement with the purchaser shall be as specified in the "Terms and Conditions of Agreement" attached herewith. The Managing Director or any other officer authorized by him shall be the authority competent to enter into agreement with the purchaser on behalf of the Kerala Forest Development Corporation Ltd. The agreement shall be executed on a non-judicial stamp paper of value Rs 200/- 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 Kerala Forest Development Corporation Ltd. 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. Failure to remit the amount and execute the agreement in time will result in the forfeiture of the EMD and cancellation of orders accepting the offer.

## **15. SECURITY DEPOSIT.**

At the time of entering in to agreement the successful bidder shall deposit an amount equal to 5% of the sale value in the form of DD drawn in favor of the Managing Director, KFDC Ltd payable at Kottayam or by NEFT/RTGS.

Failure to pay the Security Deposit and execution of Agreement will entail cancellation of the Confirmation Orders and forfeiture of amounts already paid. Re-auction will be called for at the discretion of the Managing Director, at the risk and loss of the Purchaser.

The sale value including GST and other taxes, Govt. levies as applicable and regeneration charges, at the time of sale must be paid by the successful buyer directly to KFDC through DD/NEFT/RTGS/online payment only. The Bank details are as follows;

**Bank Name : State Bank of India**  
**Branch : Kottayam Town (70102)**  
**A/c No : 67391586884**  
**IFS Code : SBIN0070102**

If the successful bidder fails to enter in to agreement or to remit the amount within the stipulated time, the item will be sold at his risk and loss and the difference in amount between the highest bid amount and the sale value realized on resale will be recovered from the highest bidder as per government rules for such recovery.

**16. PAYMENT OF BALANCE SALE AMOUNT:** The successful bidder shall remit the entire balance bid amount with taxes as applicable including income tax within 40 days from the date of Sale Order. Failure to remit the balance amount in time will entitle the KFDC to cancel the contract.

Failure to remit the payment of balance sale amount will entail cancellation of the contract and forfeiture of all money paid by the bidder to the PRINCIPAL till then and all produce remaining in the contract area. The right thus cancelled will be resold at the risk and loss of the bidder.

$GST = (\text{Material Value} * \text{prevailing rate of GST}) / 100$

$FDT = ((\text{Material Value} + GST) * \text{prevailing rate of FDT}) / 100$

$IT = ((\text{Material Value} + GST + FDT) * \text{prevailing rate of TCS}) / 100$

In calculating interest even period below one month will be treated as one month.

**17. DELIVERY TERMS (LICENSE):** The license for felling & removal of the trees in the Block/Plantation will be issued after receiving the full payment with taxes applicable and execution of agreement subject to the conditions specified in Clause 13 above. Felling and removal of trees should be completed within the mentioned date in the terms & conditions and the agreement. The delivery of material will be given after realization of the DD/PO/BCs.

**18.** The period of contract is **Six Months** from the date of execution of Agreement.

**19. TRANSFER OF THE UNIT:**

(i) The buyer shall not assign and /or transfer units to any other person or party without the specific orders of the Managing Director, who at his discretion may permit such assignment for transfer on payment of Rs 5 Lakhs.

ii) No transfer of the unit shall be permitted if the harvesting in the said unit has already commenced.

iii) In case of transfer of the area from one purchaser to another purchaser who is qualified in all respects to participate in the e-auction, the transferee purchaser shall have to enter into fresh agreement with the Managing Director on the terms and conditions as mentioned above.

**20. PURCHASER RESPONSIBLE FOR RECEIVING NOTICES FOR PAYMENT:**

The buyer 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 and email 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.

The loss suffered by the company on account of resale at the risk and loss of the successful bidder 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 Revenue Recovery Act (RR Act) or provision of any law for the time being in force. The bidder however shall not be entitled to any profit that may accrue to the Corporation on such subsequent disposal. The loss

shall be calculated as per the following formula:

$$L = OBV - BVR$$

Where 'L' is loss, OBV is Original Bid Value and BVR is Bid Value in Re-auction. The amount of loss will carry interest @ 24 percent also.

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

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

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

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

**25.** ACCIDENTS ETC. TO BUYER / BUYER'S LABOURER: PRINCIPAL/MSTC will not at any point of time be responsible for any injuries caused due to accident within the plantation/ premises or at the place of work and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for the extraction and removal of the trees.

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

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

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

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

**30.** In the event of any disputes or differences arising in connection with the contract, the decision of Managing Director, KERALA FOREST DEVELOPMENT CORPORATION LTD, Kottayam shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of TRIVANDRUM only.

**31.** If any foreign materials are found to be mixed in the lot, other than the items included in the e-Auction catalogue, Sale Order (sale order), the company reserves the right to remove the same at the time of delivery.

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

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

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

\*\*\*\*\*