

THE TERMS & CONDITIONS INCLUDING 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. INCASE 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**

With the implementation of Goods & Services Tax (GST) w.e.f 01<sup>st</sup> 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.

**E AUCTION FOR THE SALE OF DRIED COFFEE BERRY (ROBUSTA)  
COLLECTED AT ESTATES OF PAKUTHIPALAM SUBUNIT OF THRISSUR  
DIVISION.**

**PREBID EMD AS MENTIONED BELOW HAVE TO BE DEPOSITED TO PARTICIPATE AGAINST EACH LOTS: PREBID EMD Rs. 35,000/- for Coffee and Rs. 5000/- for Pepper at Neliyampathy. The prebid EMD amount needs to be paid by the participating buyers to KFDC by means of NEFT/RTGS/Online Payment. The Bank details are as follows; (Bank Name : State Bank of India Branch : Kottayam Town (70102) A/c No : [41889427333](#) IFS Code : SBIN0070102) for **Nellyampathy** and (Bank Name : State Bank of India Branch : Kottayam Town (70102) A/c No: [67391586884](#) IFS Code : SBIN0070102) for **Mananthavady**. The BUYER REGISTRATION NO. AND THE LOT NO./NOS. have to be mentioned while paying the pre-bid 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. The Bid amount will be exclusive of Taxes. 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 quantity**

of the crop indicated is approximate 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 having its Head Office at Karappuzha, 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 30<sup>th</sup> day falls on a holiday or remains closed for MSTC/PRINCIPAL, such bids will be deemed to be automatically extended to be valid up to 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 below, 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. (Divisional Manager, Thrissur – 8289821500).
4. CONDITIONS OF GOODS: 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. Green coffee berry 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.
6. 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.

7. 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.

8. TAX COLLECTED AT SOURCE: Income tax as applicable.

In addition to this the Purchaser has to pay all applicable taxes imposed time to time by competent authority.

9. 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.

10. ISSUANCE OF SALE ORDER & PAYMENT SCHEDULE: The acceptance of bid is subject to confirmation by the Managing Director, Kerala Forest Development Corporation Ltd., who may confirm or reject any bid, including the highest tender, without assigning any reasons thereof. His/her decision in this respect shall be final. Sale Confirmation Order will be issued for the accepted lots/units within a reasonable time from the closure of e-auction and the same will be communicated by e-mail.

11. REMITTANCE OF SALE VALUE :

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

- i. The successful bidder shall remit the entire balance bid amount with taxes as applicable including Income Tax on execution of agreement after adjusting EMD already remitted, shall be paid within 14 days from the date of receipt of sale confirmation order and agreement to be executed.
- ii. If any amount is charged by bank for clearing the DD, the same shall be borne by the bidder himself. If the DD is dishonored 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 condition.
- iii. **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 & loss of the defaulter 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.

12. 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.

13. 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.

14. 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.
15. 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.
16. 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 not automatically get extended proportionately.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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 Thrissur only.
24. 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.
25. The terms and conditions are supplementary to the remedy available under the law.
26. Any auctioned materials shall not be sold or parted with to any of the employees of PRINCIPAL/MSTC.
27. 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.

## **TERMS AND CONDITIONS.**

1. This is the sale of dried Robusta Coffee Berry of the Corporation through E-auction. The terms and conditions embodied in this notice shall form part and parcel of the sale conditions for the purchase of dried Coffee Berry.
2. The EMD should be paid in the bank account specified in the schedule.
3. **The price per Kilogram should be quoted in Rupees. Increase of auction bid should be multiples of 1/-.**
4. The corporation shall have the right to accept or reject the auction or to accept only one lot or lots. The successful auctioneer will have to purchase the entire quantity of dried Robusta Coffee Berry for which his auction has been accepted by the Corporation.
5. The highest offer received by the Corporation through auction will ordinarily be accepted, but the corporation reserves the right of accepting or rejecting any offer without assigning any reason thereof. The Managing Director of the Corporation will finally accept the highest offers or bids only on confirmation of the same.
6. The E.M.D of the successful bidder shall be treated as part of the sale value.
7. Prior to removal of dried Robusta Coffee Berry from the store the bidder will have to obtain required transit passes from the Manager, Concerned after getting the produce verified.
8. The bidder shall be permitted removal of the produce only on remittance of full amount as per the auction bid in advance.
9. The bidder is liable to abide by all Forests laws and rules.
10. The buyer has to replace the gunny bags with good condition at the time of removal.
11. The successful bidder will have to remit the full value of the material within 15 days from the date of receipt of intimation of confirmation and will have to complete the removal of the entire quantity of the coffee within 30 days after the date of payment. No material will be released unless the full value of the quantity purchased is paid along with all taxes.
12. If the purchaser fails to remove the produce within 45 days after the date of receipt of confirmation order, demurrage @ Rs.2.00 (two rupees) per Kg, will be levied for the 1<sup>st</sup> month. After the 1<sup>st</sup> month the demurrage will be Rs.4.00 (Four rupees) per Kg. per month for the next two months. Days less than a month will be treated as one month. If the purchaser fails to lift the produce within the above said 4 ½ months, the claim of the

purchaser on the produce will cease to exist and the KFDC will have the full right to dispose the produce in such a way as it deems fit. In such case the purchaser will have no claim on the revenue thus obtained.

**13. Failure to remit the sale value as the case may be within the stipulated time will entail cancellation of the sale by the corporation and resale of the material in any other manner at the risk and loss of the defaulting bidder.** The loss if any to the Corporation consequent on the default shall be treated as arrears of land revenue and shall be recovered from the defaulter under the provisions of all the Revenue Recovery Act or by other legal means if not paid by the defaulter within a reasonable time as specified by the Corporation. The defaulter however will not be entitled for gain if any if the price obtained for the material in the subsequent disposal is more than that quoted by him in the original Tender. The actual proceeds on resale if a loss to the Corporation the short realization including all expenditure incidental to such resale including notification charges incurred by the Corporation will be recovered from the defaulter as aforesaid.

14.The bidder should inspect the dried Robusta Coffee Berry and collect all the information deemed necessary by him in this regard before participating the E-Auction. No complaints regarding quality or others will be entertained after the sale.

15.The E.M.D. of the unsuccessful tenders will be returned to them after the completion of the sale procedure.

16.The Corporation reserves the right to cancel the E-auction at any point of time without assigning any reasons whatsoever.

17. Disposal of purchased Coffee should be done by buyer itself.

DIVISIONAL MANAGER,  
THRISSUR DIVISION.