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.

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.

E-AUCTION FOR THE SALE OF RIGHT TO COLLECT AND REMOVAL OF GREEN COFFEE BERRY FROM BEATRICE AND ROSARY ESTATES OF PAKUTHIPALAM SUBUNIT, NELLIYAMPATHY OF THRISSUR DIVISION.

SPECIAL TERMS AND CONDITIONS OF E-AUCTIONOF GREEN COFFEE IN KERALA FOREST DEVELOPMENT CORPORATION LIMITED

1. **PREBID EMD AS MENTIONED BELOW HAVE TO BE DEPOSITED TO PARTICIPATE AGAINST EACH LOTS**

   PREBID EMD Rs. 20,000/- 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, A/c No: 41889427333 IFS Code: SBIN0070102.

   The buyer registration no. and the lot no./nos and the payment details has to be e-mailed to dm-tcr.kfdc@kerala.gov.in / kfdc.thrissur@yahoo.com before 3 PM one day before the auction day.

   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.

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 30th 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 KFDC, Divisional Manager, Thrissur – 8289821500).

4. CONDITIONS OF GOODS: Bidders are advised to quote their rates only after inspection of Plantation/items at the site. In case the bidders do not prefer to inspect, 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. 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 all taxes including Income Tax as applicable before the execution of agreement. After adjusting EMD remitted, balance payment shall be

paid within 14 days from the date of receipt of sale confirmation order and agreement to be executed.

ii. A further period up to 7 days shall be allowed by the Divisional Manager for payment and signing of agreement subject to realization of a fine of Rs.1000 per day.

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 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.

iv. If the successful bidder fails to remit the full amount including all taxes and execute the agreement during the extended period also, the bid will be treated as cancelled and all remittance including EMD shall stand forfeited to the KFDC. The work will be reauctioned at the risk and loss of the bidder or through any other method without giving any notice. The loss if any to KFDC consequent to the default, if not paid by the defaulter within a reasonable time specified by the Divisional Manager, shall be treated as arrears on public revenue to be recovered from the defaulter under the provisions of Revenue Recovery Act, 1968 and in such other manner as the Government may deem fit. Loss as mentioned above will be realized from the defaulter as per any other relevant rules in force.

12. 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 later 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**. Additional Seven days including holidays can be given as extension for the payment & execution of the agreement by the Divisional Manager by paying a fine of Rs 1000/- per day. If the last date is a holiday, the next working day will be the last date.** 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.

13. SECURITY DEPOSIT. At the time of entering into agreement the successful bidder shall deposit an amount equal **to 5% of the sale value** (Amount quoted) 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 NEFT/RTGS/online payment. The Bank details are as follows; **Bank Name: State Bank of India, Branch: Kottayam Main (70102), A/c No: 41889427333 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.
14. Bidders are not allowed to refrain from their offer by raising any claims, after commencement of the work/execution of agreement.
15. 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.
16. 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 percentage also.
17. No delivery of materials will be given on Sundays and public 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.

18. 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.
19. 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 laborers, 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.
20. CONDUCT DURING DELIVERY: Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers 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.
21. 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 labor representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to laborers 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 laborers who are engaged for the works/collection and removal of the product.
22. 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.
23. 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.
24. The loading of material at the time of delivery is the sole responsibility of the purchaser using his own laborer. 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, and unloading workers, under supervision of authorized official of PRINCIPAL. Any issues related to the purchaser's laborers, loading and unloading works have to be taken care of by the purchaser itself.

25. 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.
26. 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.
27. 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.
28. The terms and conditions are supplementary to the remedy available under the law.
29. Any auctioned materials shall not be sold or parted with to any of the employees of PRINCIPAL/MSTC. The safe keeping of material is the sole responsibility of contractor itself and KFDC is not responsible for any loss or damage of the materials stocked.
30. If the collection and removal is not completed within the stipulated time, extension may be given by the Managing Director/Divisional Manager for one Month.
31. The purchaser should ensure all the statutory formalities of Sales/Customs/Road Transport office/Forest/Revenue and any other competent authority as and when required, and should comply wherever necessary. All expenses including tax/insurance charges etc. should be borne by the purchaser.
32. Complaints /grievances from bidders regarding e-auction shall be addressed to the Grievance Redressal Committee is authorized to take decisions relating to the grievance or complaints which include cancellation /confirmation of the bid ,imposing of any penalty and forfeiture of EMD and matters related thereto.

Terms & Conditions of Agreement

1. The e-auction documents and all communications to the successful bidder form part of this agreement.
2. The contractor or his men shall not enter the contract area or commence work without executing the agreement with the Divisional Manager/ Managing Director.
3. Timely completion of work shall be the essence of this contract.
4. The period of contract is **6 months or till 31.03.2027** whichever is earlier from the date of execution of agreement.

5. The contractor shall pay full contract amount including tax and income tax 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. 7 days additional period can be allowed for payment and execution of agreement at Rs.1000/- per day fine.
6. Failure to remit the above and sign agreement during the extended period will entail cancellation of the contract and forfeiture of all money paid by the contractor. The right thus cancelled will be resold at the risk and loss of the contractor.
7. Prior to removal of Green Robusta Coffee Berry from the plantation the bidder will have to obtain required transit passes from the Manager/any authorized officer concerned after getting the produce verified
8. The bidder shall be permitted for removal of the produce only after remittance of full amount incl all taxes applicable as per the e-auction bid in advance.
9. The **Security Deposit 5%** of the Amount quoted is to be remitted for fulfillment of the contract as security.
10. If any fire or illicit activity occurs in the contract area, the contractor will be solely responsible. All persons employed by him shall use their best endeavor to extinguish the fire or prevent the illicit activity. They shall also inform the nearest Officer of the Corporation or Forest, Police or Revenue Officer about such occurrence of fire or illicit activity and render all possible help to such officers in putting out the fire or preventing the illicit activity.
11. The bidder is liable to abide by all Forests laws and rules.
12. The Contractor shall safeguard all the trees in the contract area from theft and fire.
13. He shall ensure that no injury/damage is caused to the trees/other forest produce & wildlife.
14. The buyer can use drying yards of respective estates, if needed. But the security of goods collected should be the sole responsibility of the buyer.
15. From the date of receipt of intimation of confirmation, contractor must complete the work within stipulated time and should remove the entire quantity of the robusta coffee within 6 months or before 31st of March 2027 whichever is earlier. No material will be released unless the full value of the quantity purchased is paid including all taxes.
16. If the purchaser fails to lift the produce within the agreement period, 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.

17. Failure to remit the sale value 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.
18. The bidder should inspect the plantation and collect all the information deemed necessary by him in this regard before participating the e-auction.
19. No complaints regarding quality or others will be entertained after the sale.
20. The Corporation reserves the right to cancel the e-auction at any point of time without assigning any reasons whatsoever.
21. Disposal of collected Coffee Berry should be done by buyer itself at his own cost.
22. If the collection & removal is not completed within the stipulated time, extension may be given by the Managing Director/Divisional Manager for additional one Month.
23. **General:**
    - **(i)** The purchaser shall at all times abide by the provisions of Kerala Forest Act 1961 as amended and the Rules made there under.
    - **(ii)** GST and other taxes as applicable or modified from time to time shall be paid by the purchaser. This amount shall be applied to the sale on confirmation and the purchaser shall abide by provision of the said act.
    - **(iii)** The provisions of the Indian Income Tax and other Central/State Acts as applicable to the sale shall apply to the sale on confirmation and the Purchaser shall abide by the provisions of these Acts/Rules.
    - **(iv)** Any infringement of auction notice conditions and provisions of Kerala Forest Act , and other related Acts and the rules made there under as amended from time to time will entail cancellation of sale, termination of the Agreement and forfeiture of the amounts already paid and confiscation of the produce in the unit.
24. All disputes arising out of or in any way connected with this sale shall be deemed to have arisen in Thrissur and within the jurisdiction of the Court of District of Thrissur, which court shall determine such disputes.
25. KFDC shall be the authority to interpret all or any of the conditions laid

down in this Agreement and their decision shall be final and binding on Purchaser.

26. The terms of contract cannot be added to, varied or rescinded by any verbal Agreement subsequent to its execution. Any such verbal agreement will be repudiated by either party unless such agreement has been mutually confirmed in writing and form part of this agreement for all purposes.
27. The decision of Board of Directors to alter any of the clauses of agreement is also binding.

DIVISIONAL MANAGER

Appendix of the Terms & Conditions of e-Auction Sale of right of collection of Green Coffee Berry Agreement 2025-26 Season

Rule regarding the performance of Contract in to with Forest Officers.

S.R .O. No 267/76- In exercise of the powers conferred by clause (8) of section 76 of the Kerala Forest Act, 1961 (4 of 1962), the Government of Kerala hereby make the following rule regarding the performance of contract entered in to with Forest Officers, namely: -

RULE

Persons entering into contract with Forest Officers shall execute written agreement for the due performance of the contract and to reimburse damages and loss in case of breach. Whoever enter into any such contract with any Forest Officer acting on behalf of the Governor of Kerala shall, if so required by such Forest Officer, binds himself by a written instrument to perform such contract and to pay to such Forest Officer on behalf of the Governor of Kerala the expenses necessary for or incurred in the execution of any work or thing to be done which he had bound himself but has failed to do.

Explanation: A person, who makes a written tender for a contract, or who signs the conditions of an auction sale at which he is a bidder such tender or conditions of sale being on or in a form furnished by a Forest Officer for that purpose, whereby he.

a) binds himself to perform the contract for which he tenders or bids, in the event of his tender or bid being accepted, or
b) binds himself not to withdraw his tender or bid during the time that may lapse before its acceptance or refusal is communicated to him, shall be deemed to have been required by such Forest Officer to bind himself as aforesaid, and in case-
c) on the acceptance of his tender or.
d) on the making of his tender or bid to have bound himself accordingly, within the meaning of this rule; and any such person need not enter in to a separate written instrument for the purpose, unless specially so required by the Forest Officer with whom he contracts.

Explanatory Note.

(This note does not form part of the notification, but is intended to indicate its general purport)

In the Forest Department there are instances wherein contraction is backing out from contracts before the conformation of the contract by the competent authority. It is considered essential that the contractors are prevented from such backing out. This rule is intended to achieve the above object.

(Notification No. G.O.(P) 62/76/AD dated 23.02.1976, published in K.G.No.10 dated 09.03.1976).