

FOREST DEPARTMENT GOVERNMENT OF MAHARASHTRA

SPECIAL TERMS & CONDITIONS (STC)

for

Global e-Tender-cum e-Auction of Red Sanders (*Pterocarpus santalinus*) Wood

(Participation by Foreign bidders only)

Chief Conservator of Forests (Territorial), Thane hereinafter referred to as the SELLER, hereby notifies the Export of about 83.40 Metric Tonnes (MTs) Red Sanders (*Pterocarpus santalinus*) Wood (RSW) through International Competitive Bidding (ICB) process using 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 Seller, located at Range Office Depot, Sajgaon, Near Khopoli-Pen Road, Range: Khalapur, Tehsil: Khopoli, Division: Alibaug, District: Raigad, are listed at Annexure-A.

- 1) (i) The word SELLER, wherever appearing, means the **Chief Conservator of Forests (Territorial), Thane**
(ii) The word Stock holder/ Department, wherever appearing, means the Chief Conservator of Forests (Territorial), Thane
- 2) The word **MSTC**, wherever appearing, means the MSTC LIMITED, 6th Floor, 607, Raheja Centre, Free Press Journal Marg, Nariman Point, Mumbai 400021, India, hereinafter referred to as the AGENT OF THE SELLER.
- 3) The Word **LOT/ LOTS**, wherever appearing, means e-Tender-cum-e-Auction LOT comprising of one Lot or group of lots grouped together for the purpose of this sale.
- 4) The Word **BIDDER**, wherever appearing, means the Firm or Company participating in the e-Tender-cum e-Auction process to purchase the Red Sanders Wood **LOT/LOTS** put up for sale by the Seller.
- 5) 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.

- 6) The Sale will be governed by the Material List, Terms & Conditions (STC) and Annexure displayed on the 'Live' e-Tender-cum-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-Tender-cum-e-Auction Website and clicking on the NEW USER. Participation in the e-Tender-cum-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.
- 7) In case of any conflict between the STC, GTC and BSTC, the STC shall prevail. Seller 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 during the tender process 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.
- 8) E-Tender-cum-e-Auction opening time, closing time, inspection schedule and other dates and times mentioned in the e-Tender-cum-e-Auction catalogue shall be treated as (IST) Indian Standard Time only Shown in MSTC server. (appearing on MSTC e-portal)
- 9) The Bidders who are interested in purchasing the Red Sanders Wood (RSW) LOT/ LOTS through e-Tender-cum-e-auction should get themselves registered and get registration activated, with MSTC as buyer 24 hours before the start of auction. However, failure of registration due to technical reasons shall be considered on request and intimation in this regard shall be sent by MSTC to the seller. The bidders who already have valid registration with MSTC need not register again.

10) Contact Details of Seller :-

**Chief Conservator of Forests (Territorial)
Govt. of Maharashtra, Microwave Towers, Bara**

Bungalow, Kopri Colony, Thane (East) – 400603

Tel: +91 22-25329642, 25329865, Fax: 00 91 22-25329912

E-mail: ccftthane@mahaforest.gov.in/ccftthane@gmail.com

Contact Persons: -

1. Shri Rajendra Kadam, Chief Conservator of Forests (Territorial), Thane
2. Shri S. D. Saste, Divisional Forest Officer (Vigilance), Thane
3. Shri Manish Kumar, D.C.F., Alibaug

Contact Details of MSTC LIMITED:-

MSTC LTD 6th Floor, 607, Raheja Centre, Free Press Journal Marg,
Nariman Point, Mumbai 400021

Tel : 0091 22 22886261 / 5924 Fax: 0091 2222845130 / 0091 2222874470

Contact Persons:

1. Shri Praveen Kumar, Regional Finance Manager, MSTC-Mumbai.
Cell No. 0091 9558812310 Email: pkumar@mstcindia.co.in
2. Shri Ganesh Yadav, Sr. Manager, MSTC-Mumbai.
Cell No. 0091 9869043055 Email: ganeshyadav@mstcindia.co.in
3. Shri Anand W. Angane, Manager, MSTC-Mumbai.
Cell No. 0091 9619713666 Email: anand@mstcindia.co.in

- 11) Inspection of Lots / Date of E-Tender-cum-e-Auction: Lots of Red Sanders Wood kept for auction shall remain open for inspection by the interested Bidders during working days between ___/___/2018 and ___/___/2018 within working hours (Working Hour: 10:30 AM and 5:00 PM.) The interested bidders or their authorized representatives are required to take prior appointment of Seller for inspection of the Lots by making a request in writing or through an e-mail.**
- 12) The Buyer has to satisfy himself about the quality, quantity, age, and conditions etc., of the materials. The principle of "CAVEAT EMPTOR" (LET THE BUYER BE AWARE) will apply for those participating in the bidding process.**
- 13) Quantity:-** The stock of Red Sander Wood for which bids are invited is located at Range Office Depot, Sajgaon, Near Khopoli-Penn Road, Range: Khalapur, Tehsil:Khopoli, Division: Alibaug, District:Raigad, as detailed in Annexure A.

14) **E-Tender-cum-e-Auction Schedule:-** E-Tender-cum-e-Auction of the RSW Lots would be held on _____.

15) **Earnest Money Deposit (EMD):-** Foreign buyer desirous of participating in the e-Tender-cum-e-Auction process to be held on _____, shall be required to remit Earnest Money Deposit (EMD) of USD 500,000 (Five hundred thousand United States Dollars) in the US Dollar account of MSTC. The EMD must be paid through RTGS/ NEFT/ SWIFT and no other modality for payment will be accepted. The amount shall be credited and reflected in the account of the MSTC, not less than one working day before the commencement of e-Tender-cum-e-Auction. This EMD will enable the Bidder to participate in the e-Tender-cum-e-Auction.

16) **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 MSTC, either through direct remittance or online transfer through SWIFT to the following account of MSTC:

BENEFICIARY ADDRESS:	MSTC LIMITED
	607-608, RAHEJA CENTRE, NARIMAN POINT, MUMBAI-400 021
ACCOUNT NAME:	MSTC LTD.
ACCOUNT NO.:	4048 2021 000 0002
BRANCH NAME & ADDRESS:	Bank of India Mid Corporate Br., Kolkata-01
IFSC :	BKID 000 4044
SWIFT:	BKID IN BBCOS
<u>INTERMEDIARY BANK & ADDRESS:</u>	Bank of India, New York Br.
<u>INTERMEDIARY BANK SWIFT:</u>	BKID US33

Note:-Remittance Request through SWIFT should be in the following format
(Please Remit -USD to _____ with
_____ for further credit to _____ Account
no. _____ with _____ SWIFT CODE
_____)

- ii. The Bidder shall inform the details of EMD payment to MSTC through e-mail from the registered e-mail ID to: ganeshyadav@mstcindia.co.in, anand@mstcindia.co.in, pkumar@mstcindia.co.in, upon e-payment clearly mentioning: the Buyer's Firm Name, Registration Number with MSTC, e-Tender-cum-e-Auction Number, Payment Type, UTR/SWIFT Number, Date of payment, Amount, etc. Information received from unregistered e-mail IDs shall not be considered.
- iii. EMD Payments without e-mail intimation shall not be considered/ acted upon. MSTC will not be responsible for delayed credits of EMD amount in the MSTC'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 MSTC account. The Bank transfer charges either way would be recovered from Bidder's Account. No interest shall be payable on the EMD. Necessary arrangement should be made by the Bidder so that EMD in full shall get credited in MSTC/Forest Account. Short EMD will not be considered.
- iv. EMD payment by third party shall not be accepted. EMD must be deposited by the bidder from bank account which is registered in the name of the bidder. Any request for adjustment of the EMD towards the sale value shall not be accepted.
- v. Upon issuance of Offer Acceptance Letter by Forest Dept, the EMD of the successful H-1 bidder(s) will be converted into Security Deposit and will not be adjusted with balance sale value. This Security Deposit will be refunded to the buyer(s) upon successful completion of the contract without any interest.
- vi. The EMD of unsuccessful bidders will be refunded as it is by MSTC within 7 working days from the last date of e-Tender cum e-Auction. In case of refund of EMD by RTGS/SWIFT, the commission and bank transfer charges etc., shall be borne by the unsuccessful bidder.

17) **The Bidding Process:-**

- i. All lots proposed for sale are meant exclusively for Export and therefore bidding has to be done in USD only. The buyer will be given transit pass of the purchased material from the Sajgaon Depot to the JNPT Nhava Sheva. Material cannot be diverted from this route.
- ii. 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 are required to quote the rate per Metric Ton in United States Dollars (USD) for each Lot in the column specified on the e-Portal. Bidders can increase the bid amount by a minimum of 100 USD or its multiples per Metric Tonne.
- iii. 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.
- iv. E-Tender-cum-e-Auction period will be of 24 Hours duration subject to automatic extension. For a lot, if any valid bid is received within the last Eight (8) minutes before the closing time, auction scheduled closing time will automatically be extended by an additional 8 minutes, thus giving enough opportunity for others to revise their bids for that Lot. For a lot, the auction process will continue as long as the bidding continues and e- auction will close only when there is no bid received within 8 minutes of last extension. 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. However auto extension is not applicable for e-Tender.
- v. Bidder may participate in e-Tender or e-Tender-cum e-Auction or both for each or any number of lot by choosing appropriate option while offering bids. However, only one bid will be accepted in e-Tender in each lot and once submitted e-Tender bid cannot be revised. e-Tender shall close at scheduled time (IST) sharp. However the bidder can continue bidding in e-Auction even after

submission of e-Tender

- vi. The Bidder(s) shall be solely responsible for all consequences arising out of the bid submitted by them and no complaint/representation will be entertained by the SELLER/MSTC 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-Tender-cum-e-Auction floor by clicking the 'Bid' Button. There is no provision for bidding in decimals. During Live e-Tender-cum-e-Auction, only brief Lot/Item details will be shown under the 'Lot Name' on the e-Tender-cum-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.
- vii. Bidding, Sale and delivery of each Lot will be done on the basis of **Unit of Measurement (UOM) as Metric tonne (MT)** as stipulated in the Material List displayed in the auction catalog and on the e-Tender-cum-e-Auction Floor.
- viii. The Seller/MSTC will not provide any computer terminal for bidders. It shall be the sole responsibility of the bidders to arrange for the hardware, software and the internet connectivity required for participation in the e-Tender-cum-e-Auction process.
- ix. For detailed Procedure and Guidelines for Registration and Bidding for bidders, please refer **Annexure B**.

18) Bidding Rate:-

- i. In portal, bidder has to quote rate per Metric Ton of the Red Sander for the given lot in United States Dollars (USD). Upon completion of the e-Tender-cum-e-Auction process, the System will calculate the total amount for each lot. The bidders shall quote/offer on MSTC website their rate per Metric Tonne of Red

Sanders Wood (RSW) at which they desire to purchase the desired Lot/Lots exclusive of applicable taxes & levies. Online bidding shall be done only in the United States Dollars (USD).

- ii. The Bid Amount does not include applicable levies, taxes, duties, CHA and other related charges (optional) etc. Applicable levies, taxes, duties, CHA charges (optional) etc. shall be charged extra as prevailing on the date of payment by the buyer. 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-Tender-cum-e-Auction Lot details like grade, numbers, weight, etc., of the red sanders wood are indicated in Annexure A. Dryage in weight of each lot up to 3% (For each Individual Lot) 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 3% (For each Individual Lot) of the notified weight, the same shall be brought to the notice of the Seller, who in turn will check the weight in the presence of the successful Bidder 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.

19) Taxes and other levies :-

- i. **GST/IGST & Other taxes:** Foreign buyers of Red Sanders Wood shall be exempted from payment of GST/IGST.
- ii. **Income Tax:** 1% (one percent) Income Tax shall be paid by the Buyer as per the provisions of the Income Tax Act, 1961 and Rules made thereunder in addition to Bid amount
- iii. **The National Bio-Diversity Authority / State Bio-diversity Authority - ABS Mechanism**
Access Benefit Sharing (ABS) fee of 5% of the full sale value has to be paid by the firms / companies, to the State Biodiversity Authority (SBA), Maharashtra.

- iv. All statutory payments like GST/IGST, 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 final payment by buyer. These amounts are over and above the bid amount. The rates of duties and taxes displayed on the e-Tender-cum-e-Auction website are indicative and based on the rates prevailing before the commencement of the e-Tender-cum-e-Auction and can vary from time to time.

20) E-Tender-cum-e-Auction Result:-

- i. The Bidder can see the “Lot Status” immediately after closing of e-Tender-cum-e-Auction, which will be displayed up to 7 (Seven) days from the date of Closing of e-Tender-cum-e-Auction (excluding the date of closing of e-Tender-cum-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 24 hours of closure of the e-Tender-cum-e-Auction. However, the highest bidder will not automatically accrue any right on that Lot. The Acceptance Letter will be sent to the successful bidder only after the approval by the Competent Authority.
- ii. Upon closure of e-Tender-cum-e-Auction, System will compare the highest bid received in e-Tender and e-Auction with both. This highest bid will be considered by the department for acceptance provided it is more than the Offset Price and also meets the other requirements.

21) Validity of Offers :-

- i. The bidders who participate in the e-Tender-cum-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-Tender-cum-e-Auction.
- ii. In case of breach of the clause 21(i) above, the EMD shall be forfeited by the Seller.

22) Offer Acceptance Letter :-

- i. The SELLER will issue the **Offer Acceptance Letter** to the successful bidders after obtaining approval from the Competent Authority.
- ii. The successful bidders should not transfer the offer awarded to them to others and no sub-contract is allowed.
- iii. In case of deviation of any of the e-Tender-cum-e-Auction conditions, the offers shall be cancelled besides forfeiting all the payments including EMD and imposing penalty as decided by the Seller.

23) Post Bid Payment:-

- i. The Successful Bidder of the respective e-Tender-cum-e-Auction Lot shall pay equivalent to 25 per cent of the Bid Value as Part Payment of Sale Price to **Forest Department** within 10 days from the date of issue of **Offer Acceptance Letter by Seller. (excluding date of issue of Offer Acceptance Letter)**
- ii. The Foreign Buyer shall make Part payment only in United States Dollars, which shall be deposited in the following **Forest Dept's USD Account** through direct remittance or online transfer through SWIFT to the following account:

BENEFICIARY ADDRESS:	Deputy Conservator of Forest Thane Forest Division
	Marathon Circle, L.B.S. Marg, Naupada, Thane (West)- 400 602.
ACCOUNT NAME:	Deputy Conservator of Forest Thane Forest Division
ACCOUNT NO.:	EEFC-37256992715
BRANCH NAME & ADDRESS:	State Bank of India Thane Main Br. Jambhali Naka, Thane -400601
IFSC :	SBIN0000489
SWIFT:	SBIN IN BB236
<u>INTERMEDIARY BANK & ADDRESS:</u>	
<u>INTERMEDIARY BANK SWIFT:</u>	

Note:-Remittance Request through SWIFT should be in the following format
(Please Remit -USD to _____ with
_____for further credit to _____
Account no. _____ with _____
SWIFT CODE _____

- iii. In case the successful bidder fails to submit the Part payment condition as mentioned above, the EMD paid by them will be forfeited and they shall have no right whatsoever on the e-Tender-cum-e-Auction Lot / Lots for which they were declared the successful bidder and the Lot or Lots will be re-auctioned.
- 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.
 - (a) For example Mr. A is highest for total 7 lots and he has not paid 25% bid value for all 7 lots then entire amount of EMD of USD 5.0 lacs will be forfeited.
Further, out of total 7 lots in case Mr. A is making payment for one lot then amount of USD 3.0 lacs (6 x 50,000) will be forfeited.
 - (b) In other case, if Mr. A is highest for single lot and he has not paid 25% bid value for the lot then EMD only of USD 50000 (Fifty Thousand Only) will be forfeited.
- 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-Tender-cum-e-Auctions, along with forfeiture of the Registration Fee.

- vi. Since the sale is on Ex-Godown basis and so the service of Customs Handling Agent (CHA) is necessary. The Seller is providing the CHA at the approved rate. However buyers are free to engage their own CHA. It is the responsibility of the buyer to let Seller know about their option regarding CHA. If the Buyer opts for the services of the CHA empanelled by Seller/MSTC, a request in this regard has to be submitted by the buyer and the charges **(as mentioned in Annexure 'C')** shall be deposited by the buyer to MSTC within 20 days from the date of issue of Offer Acceptance Letter.
- vii. Buyer can also opt for forwarding services through our nominated Clearing and forwarding agent (Balmer Lawrie & Co. Ltd.) for movement of cargo from Port of loading to door delivery at destination who has overseas counterpart in maximum countries. The necessary Ocean freight, Destination charges may be paid in local currency to overseas counterpart at buyer's country. **SELLER HAS NO LIABILITY IN THE SCOPE OF WORK.**
- viii. The balance Sale Value along with statutory taxes, duties, etc. shall be submitted by buyer to **Forest Department** within 30 days from the date of issue of Offer Acceptance Letter. **(excluding date of issue of Offer Acceptance Letter)**
- ix. The payment in United States Dollars by the foreign Buyers shall be remitted to the following Bank Account of Forest Dept.:

BENEFICIARY ADDRESS:	Deputy Conservator of Forest Thane Forest Division
	Marathon Circle, L.B.S. Marg,
	Naupada, Thane (West)- 400 602.
ACCOUNT NAME:	Deputy Conservator of Forest Thane Forest Division
ACCOUNT NO.:	EEFC-37256992715
BRANCH NAME & ADDRESS:	State Bank of India
	Thane Main Br. Jambhali Naka, Thane -400601
IFSC :	SBIN0000489
SWIFT:	SBIN IN BB236

<u>INTERMEDIARY BANK & ADDRESS:</u>	
<u>INTERMEDIARY BANK SWIFT:</u>	

Note:-Remittance Request through SWIFT should be in the following format
(Please Remit -USD to _____ with
_____ for further credit to _____
Account no. _____ with _____ SWIFT
CODE _____

- x. In case last date for any payment falls on a public Holiday / Non - Banking day in India, due amounts shall be submitted by the buyer on the next working day.
- xi. The successful Buyer shall follow all Government Rules while obtaining the required licenses and to pay all the statutory taxes like Income tax, GST, custom duty etc., and there shall not be any liability on the part of Seller in this regard.

24) Issuance of Delivery Order :-

- i. After submitting payment towards 100% Sale Value and applicable taxes, levies, duties and CHA Charges, successful buyer must request Seller in writing within 40 Days (In case of delayed payments, extension may be granted accordingly) from the date of issuance of Offer Acceptance Letter for issuance of Delivery Order. Upon receipt of request of delivery from the buyer after completion of all statutory requirements, documentation and intimation, the Seller will issue Delivery Order giving delivery period of 15 Days. **(excluding date of issue of Delivery Order)**

25) 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 Delivery Order issued by Seller, 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 lifting their materials. If the purchaser comes without prior written intimation, concerned Deputy Conservator of Forests (Dy.CF) 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 prior approval of the stock holder.
- iii. The Buyer or his authorized representatives will not be allowed to inspect the material after conclusion of the e-Tender-cum-e-Auction.
- iv. In case the Buyer opts the services of the CHA empanelled by Seller (Details of charges attached) CHA with the help of the Seller will complete the documentation required for export of material by liasoning with all concerned Government Agencies and make arrangements for transport and delivery of goods at loading Port. 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. In case the Buyer opts the services of the CHA and forwarding empanelled by Seller, CHA with the help of the Seller will complete the documentation required for export of material by liasoning with all concerned Government Agencies, booking of containers from shipping line, stuffing of cargo and make arrangements for transport and delivery of goods at loading Port. CHA's counterpart will clear the goods at the destination and arrange local transportation upto destination site. All the terms and conditions for the forwarding process shall be mutually discuss of between buyer and CHA/CHA's overseas counterpart. **SELLER HAS NO LIABILITY FOR THE SAME IN THE SCOPE OF WORK.**
- vi. In case the buyer engages his own CHA, the CHA will procure all documents required for transport of material and may seek help of the Seller, if required and the buyer shall make arrangements for transport and delivery of goods at loading Port. Once the

material is lifted from the depot, the responsibility of the Seller/Stockholder in respect of genuineness of the material, its quantity and quality, ceases thereafter.

- vii. The Buyer shall transport the material under the cover of a Transit Pass issued by the competent authority of the forest department in the prescribed form from Depot to the loading port i.e. JNPT Nhava Sheva. If the buyer has engaged his own CHA, the buyer shall report the arrival of the Red Sanders Wood upon reaching the destination to Seller/Stockholder.
- viii. The Seller/MSTC is not responsible for any detention/holding up of the consignments by the Customs Department due to any omission on the part of the successful Buyers or arising out of any custom procedure / legal proceedings.
- ix. The material purchased by the successful Buyers shall not be allowed to be kept in any Depot within the jurisdiction of Maharashtra once it is removed from the Government Depot without prior permission of the Seller.
- x. The Buyer shall be bound by the provisions of all the applicable statutory Acts/Rules.
- xi. The provisions of the Sale of Goods Act, 1930 as amended from time to time shall apply to this e-Tender-cum-e-Auction on confirmation and the buyers shall abide by the provisions of the said Act.
- xii. Any violation or infringement of e-Tender-cum-e-Auction terms & conditions and provisions of all applicable Acts and the Rules as amended from time to time will entail cancellation of sale and forfeiture of amounts paid already and confiscation of the material.
- 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 Depot 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-Tender-cum-e-Auction sale notice or advertisement issued as to the description and particulars of material put for sale, the sale is on **"as is and no complaint basis"** only. 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.

26) Period of Contract:-

- i. The period of contract shall be 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 their discretion as the case may be based on the exigencies. However, the entire process, including delivery and export shall be completed by **August 31st 2018**.
- ii. 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.

- iii. The contract shall be deemed to be completed after export of the material.

27) Default in Payment of Sale Value:-

- i. Upon submission of 25% of bid value by the buyer within 10 days from the date of issuance of Offer Acceptance Letter (excluding date of issue of Offer Acceptance Letter), successful buyer will be required to submit remaining Seventy five per cent (75%) of the sale value and taxes/duties within thirty (30) days from the date of issuance of Offer Acceptance Letter. In case of delay of submissions of balance sale value, the successful bidder shall be allowed to make payment within another thirty (30) days with an interest of 18% per annum on the balance sale value (excluding taxes) remaining unpaid commencing from the forty first day of the date of issue of offer acceptance letter subject to payment of interest amount, if any. 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 of delayed payment and upon submission of applicable late payment charges, Seller may grant extension in lifting period. In case the successful bidder fails to make the payment of balance 75% of Sale Value, the Seller will forfeit the 25% of the sale value remitted along with the Security Deposit 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 Offer Acceptance letter.

28) Default in Lifting:-

- i. If the buyer is unable to lift the material, due to his/her own reasons, within stipulated period even after submission of full payment, taxes, duties, CHA Charges etc; the buyer may make a request in writing, before the expiry of the stipulated lifting period, to the Seller for extension of the lifting period. Depending upon merits of the case, seller reserves the right to grant extension of appropriate period with penalty of 10% of the Sale Value. If extension is not granted or the buyer fails to submit the penalty, if extension is granted or material is not lifted within the extended period; entire money paid by the buyer, including the Security Deposit will stand automatically forfeited.

- ii. The terms and conditions herein contained are supplementary to the remedy available under the law.

29) Other 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-Tender-cum-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-Tender-cum-e-Auction without assigning any reasons thereafter.
- iii. The Seller reserves the right to modify/alter/cancel/omit any of the Terms and Conditions pertaining to the e-Tender-cum-e-Auctions as and when required **till the last date of e-Tender cum e-Auction.** The Seller reserves the right to add/delete/change/modify any or all the special terms and conditions mentioned in the e-Tender-cum-e-Auction schedule and the same will be binding on the Bidder/Buyer without any recourse.
- iv. Forest Department, Government of Maharashtra or any Officer authorized by it, reserves the right either to reject any or all e-Tender-cum-e-Auctions without assigning any reason. In this regard the decision of the Forest Department, Government of Maharashtra shall be final and binding on the bidder without any recourse. Further, when the bidder submits 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-Tender-cum-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-Tender-cum-e-Auctions such dispute would be subject to the jurisdiction of the Civil Courts in the territory of Maharashtra.

- v. The Buyer shall maintain the highest ethical standards in the entire process and if any Buyer is found to be indulged in unethical or corrupt practices of any nature, he 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 1 year.
- 30) 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.
- 31) Participation by a defaulter or minor or insolvent or black listed bidders:-** Any firm/company that has outstanding dues to the Forest Department/ SELLER, 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 Maharashtra and or any other State Government in India/ or Government of India, shall not be eligible to participate in the e-Tender-cum-e-Auction process and any such participation by such firm / company shall be invalid, and all payments submitted including EMD shall be forfeited by the Seller.
- 32) 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-Tender-cum-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-

Tender-cum-e-Auction terms and conditions.

- 33) 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.
- 34) 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 Maharashtra, within (15) days from the date of passing of any order by the Seller. The orders passed by the Government of Maharashtra shall be final.

ANNEXURE - A

Red Sanders LOTS for sale, stored _____ of District of ----- at

Maharashtra, India

Division Name	Name of Godown	Classification (Grade)	e-Tender cum-e-Auction Lot No.	Details of depot Lots grouped into e-auction Lots		
				Depot Lot No. (in M.T.)	No. of Pieces	No. of pieces Weight (in M.T.)
1	2	3	4	5	6	7

ANNEXURE – B

Guidelines for Registration and bidding for Bidders

Requirement:

1. One PC (Computer) with Internet connection
2. Email address
3. Registration with www.mstcecommerce.com as buyer

Operating System:

1. Windows7 and above.
2. IE-6 and above Internet browser.
3. To enable all active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level and protected mode to be turned off/disabled
4. In case PC or Internet Connection is not there the website can be accessed from any cybercafé.

How to register with www.mstcecommerce.com?

1. Log on to our website at www.mstcecommerce.com
2. Click on the link 'General auctions'.
3. Then click on the link 'Register', GENERAL TERMS & CONDITIONS OF e- AUCTION will appear on the screen. Scroll down to the bottom of the page where two options will be available:
(I) Register as Buyer and (II) Register as Seller.
4. Select and click on "Register as Buyer" option.
5. BUYER SPECIFIC TERMS & CONDITIONS will appear next on the screen.
Scroll down to the bottom of the page where again two options will be available:
'Agree 'and 'Disagree'.
6. Select and click on 'Agree' button.
7. Buyer's Registration Form will appear on the screen. Fill up the desired information.
8. All fields marked with * are mandatory and must be filled in.
9. Select your User ID and Password and keep a note of the same.
10. Please ensure that the email address given is a valid one and is presently active.
11. After filling up the form click on the 'Submit' button.
12. Please fill up only relevant fields and click on 'Preview' button. All the information typed in the form will be displayed to you for verification. If the information is correctly entered then click on 'Submit' button. The next page will ask for some information which you need to fill up. On successful registration the system will send you an email containing your unique buyer registration Number and also inform you instantly to submit 'Registration Fee' and the relevant documents.

The above documents and the registration fee can be submitted at any of our offices in India whose address is available on the website itself. Foreign buyer shall get the copies of the documents attested by the concerned Chamber of Commerce or the Embassy of the concerned Country or the Bank Manager from which account, the foreign buyer transact the business or the original documents should be produced for verification.

On submission of documents your account will be activated and you will be issued a 'Photo Identity Card', which has to be collected from MSTC offices. 'Photo Identity Card' will be issued by same MSTC office where you have submitted the documents.

Important rules for bidding in e-Tender-cum-e-Auction:-

- 1) Only those customers who are registered with www.mstcecommerce.com/auctionhome as a buyer shall be eligible to participate in e-Tender-cum-e-Auction.
- 2) The registered bidders can view the auction catalogue by login as buyer in view forth coming auction.
- 3) The e-Tender-cum- e-Auction shall be open for a pre-defined period in e-Tender-cum-e-Auction Catalogues.
- 4) e-Tender-cum-e-Auction will start at the scheduled date and time with only eligible bidders able to participate in that.
- 5) After the scheduled start time, a registered and activated bidder need to do the following. Log on to www.mstcecommerce.com and click on 'General Auctions'. A page will appear where you will have to give your username and password and log on as a Buyer. Click on View Details on the next page. Then click on View Live Auctions.
- 6) The next page will display the running e-Tender-cum-e-Auction. Click on the auction number to proceed. A dialog box asking the bidder to choose the mode of bidding e-Auction or e-Tender will appear.
- 7) If the bidder chooses e-Tender, the bidder will be directed to the e-Tender floor for bid submission.
- 8) To submit bid in e-Tender, type your bid against the lot of your choice and click on 'BID' button. Once a bid is registered against a lot, the 'BID' button against the lot will get disabled and you cannot bid against the same lot again. To view your bid, you may click on the link 'Your Bid' and see the bid and bid date and time. Only one bid can be submitted against a lot in e-Tender.
- 9) To participate in e-Tender-cum-e-Auction, choose e-Tender-cum-e-Auction as your mode of bidding from step sl. no. 6 above. The auction floor will open up with relevant details. Bidding is to be done lot wise. A bidder may submit bids against any lot more than once.
- 10) In e-Tender-cum-e-Auction, for any lot, a bidder can increase his bid any no. of times. No downward revision of bid will be allowed.
- 11) During auction at any time a bidder can see the last ten bids received for a lot through the link Bid History. However, name of bidder will not be available.
- 12) The H-1 bid for the lots put up for auction will be displayed on the auction floor.
13. Against every lot, the time of close of auction will be displayed separately.
- 13) An auction will close for bidding at the scheduled time or extended time depending upon the bidding.
- 14) If any bid is received during the last 8 minutes before scheduled close of auction for any lot, its close time will get automatically extended by 8 minutes from the time of last bid in order to give equal opportunity to all bidders. This auto extension of bid which is available for e-Tender-cum-e-Auction only and not for e-Tender.
- 15) Bidding will close for a particular lot either at the scheduled close time or till the particular period of 8 minutes during which no bid has been recorded, whichever happens later.
- 16) When bidding for all the lots in an e-Tender-cum-e-Auction close, e-Tender-cum-e-Auction will close.
- 17) Auto bid facility: In the auction, a bidder may give instruction to the computer to bid on his behalf every time his bid is exceeded by clicking on the Auto bid button. Once

the bidder clicks on the Auto bid button, the computer will ask for incremental value (USD 100) and upper limit of bid. The bidder has to fill up these values and submit. The auction floor will display the upper bid limit against each active auto bid for all the lots.

- 19) There will be no extension of time for bidding in e-Tender. This means that e-Tender will close at the scheduled close time even if the e-Tender cum e-Auction for the same lots may continue in the extended period.
- 18) Bidding will be in US Dollar (USD only).
- 19) The highest bid at any point of time in e-Tender-cum-e-Auction shall be displayed in USD to all the Bidders.
- 20) The bid increment for each lot will be USD100 or in multiples of USD100.
- 21) To bid in any lot, a bidder shall have to deposit Earnest Money Deposit (EMD) in advance.
- 22) A bidder shall be able to bid in all the lots against receipt of lump sum EMD as stipulated in STC.
- 23) If the highest rate obtained in the e-Tender is same as that in the e-Tender-cum-se-Auction, then the bid received earlier will be considered the Net Highest Price (H-1).
- 24) After close of auction, system will compare the higher of the H-1 prices (Net Price) received in e-Tender and e-Tender cum e-Auction and it will be taken on Subject to Approval (STA) basis.
- 25) The seller will decide the STA lot and results will be declared after receipt of communication from the seller.

N.B: The above guidelines are meant to assist the bidders in understanding the process and should not be taken as exhaustive. Modifications / amendments, if necessary, shall be made from time to time. Bidders are therefore advised to frequently check for any modification / amendments and take clarification well in advance.



ANNEXURE – C

Details of Customs House Agent & Customs Handling Charges:-

Name: M/s. Balmer Lawrie & Co. Ltd.

(A Govt. of India Enterprise)

Ascot Centre, Unit No.101-103

D.P. Road, Andheri (E)

Mumbai 400 099 (India)

Phone: 0091 2228266707 / 8249 / 9274 / 3568

Fax: 0091 2228364311

CIN: L15492wb1924goi1004835

Contact Persons:

1. Mr. P.P. Rathnakar, Cell No. 0091 9892560077, Email: rathnakar.pp@balmerlawrie.com
2. Mr. D.B. Sonawane, Cell No. 0091 9892560096, Email: sonawane.db@balmerlawrie.com
3. Mr. Nilesh Dhamankar, Cell 0091 9930151101, Email: dhamankar.n@balmerlawrie.com

Shipment Details :

Loading : Khalapur, Khopoli, Maharashtra

Delivery : Balmer Lawrie CFS, Dronagiri, Uran, Maharashtra

Cargo Weight : 83 MT

Work Scope :

Loading at godown, unloading at Loading port, arranging required certificates like “Certificate for Country of Origin” etc. handling, clearing, container stuffing, Stevedoring and loading of Red Sander Wood on vessel from JNPT port and arranging inspections and obtain pre-shipment clearance from Customs, Port and other Govt. Authorities (filing of shipping bill, obtaining “let Export order”, SDF/GR form), obtaining Certificates/Clearance.\

Commercials:

1. Transportation from Alibaug to Dronagiri, Uran : Rs.40,000/- per 19 Feet closed Body Vehicle (Weight Capacity 7-8 TN)
(Includes loading at Khalapur, Khopoli)
2. Customs clearance Agency Charges : 0.45% of invoice value.
3. CFS Charges : Rs.5000/- MT
(Subject to Min. Weight 10 MT per Per container shall be charge)
4. Fumigation : Rs.2000/- 20FT and Rs.4000/- 40FT
5. Documentation Charges : Rs.15000/- on first invoice per BL
And additional Rs.5000/- per invoice.
6. Service Tax : At Actuals (Presently 15%)
7. Insurance (optional) : 0.45% of 110% of invoice value
8. MSTC'S Service charges : 5% on the CHA Charges as stated above.