

ANDHRA PRADESH FOREST DEVELOPMENT CORPORATION LIMITED

SPECIAL TERMS & CONDITIONS (STC)

FOR

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

M/s Andhra Pradesh Forest Development Corporation Limited, the authorised agent of Government of Andhra Pradesh, India, hereby notifies the sale of about 2,800 Metric Tonnes of Dressed and Graded Red Sanders (*Pterocarpus santalinus*) Wood (RSW), for consumption within India as well as for export on 'as-is-where-is' basis. The sale of RSW will take place through International Competitive Bidding (ICB) process using the MSTC (A Government of India Enterprise) e-tender cum e-auction platform (www.mstcecommerce.com). The details of RSW lots for which bids are being invited by the APFDC Ltd, located at Central Warehousing Corporation (CWC) warehouse at Renigunta, are listed at Annexure-A.

1. (i) The word SELLER, wherever appearing, means the APFDC Ltd., Government of Andhra Pradesh in India.

(ii) The word Stock holder/ Department, wherever appearing, means the Andhra Pradesh Forest Department.
2. The word MSTC, wherever appearing, means the MSTC LIMITED, 6th Floor, LIC building, Jeevitha Bima Road, Jeevan Prakash, Visakhapatnam-530 004, Andhra Pradesh, India, hereinafter referred to as the AGENT OF THE SELLER.
3. The word APFDC Ltd, wherever appearing, means the Andhra Pradesh Forest Development Corporation Limited, Hyderabad, India, the authorized agent of Government of AP for sale and realization of sale proceeds along with the statutory taxes and duties from the foreign as well as domestic buyers; and the authorized entity for export of Red Sanders Wood to the Foreign Buyers and to act as facilitator to Indian buyers, who are declared as entities for export by Government of Andhra Pradesh on their Importer and Exporter code (IEC).
4. The Word BIDDER, wherever appearing, means the Firm or Company which is interested in participating and purchasing the red sanders wood put up for sale in this e-auction.
5. The Word PURCHASER/BUYER/SUCCESSFUL BIDDER, wherever

appearing, means Firm or Company whose purchase offer has been accepted by the SELLER through a sale order/acceptance letter

6. The Word e-Auction, wherever appearing, means the e-Tender cum e-Auction.
7. The Word LOT/LOTS/e-auction LOT, wherever appearing, means e-Auction LOT comprising of one lot or more than one lot grouped together for the purpose of this sale.
8. The Sale will be governed by the Material List, Special Terms & Conditions (STC) and Annexure displayed on the 'Live' e-Auction Floor as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions(BSTC) already accepted by the Bidder at the time of e-Tender cum e-Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's/APFDC's sole discretion, before the start of e-Auction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose, if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the material list, STC, BSTC and GTC. In case of any conflict between the STC, GTC and BSTC, the STC shall prevail. APFDC shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC or BSTC as the case may be. The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions or General Terms & Condition to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.
9. E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.
10. The Bidders who are interested to purchase Red Sanders Wood through e -auction should get themselves registered with MSTC as Bidder well in advance ahead of the commencement of e-auctions. The bidders who have valid registration with MSTC need not register again.

11. Contact Details:

ANDHRA PRADESH FOREST DEPARTMENT:

Mr Ramesh G Kalaghatgi IFS

Principal Chief Conservator of Forest and Head of Forest Force;

Government of Andhra Pradesh;

Aranya Bhavan, Sankurathri Residency, EVR Gardens, MG Inner Ring Road, Agathavarappadu, Pedakakani Mandal, Guntur-522509, Andhra Pradesh, India

Contact No: +91 9440810001

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

APFDC LTD:

Mr. P.K.SARANGIIFS

Vice Chairman & Managing Director, APFDC Ltd., 6th floor, Aranya Bhavan, Opposite:-Reserve Bank of India, PO:- Saifabad, Hyderabad – 500 004, Telangana State, India.

Phone: +91 040 23395750, Mobile No. +91 8008301601

E-Mail: apfdc.vcmd@gmail.com

MSTC LIMITED:

M/s. MSTC Ltd, 6th Floor, LIC Building, Jeevitha Bima Road, Jeevan Prakash, Visakhapatnam– 530 004, Andhra Pradesh, India

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

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

- 12. Inspection of Lots/Date of E-Auction:** The interested Bidders may inspect the RSW being sold under this notification on any working day between November 10 and December 13, 2016 between 10:30 AM to 5:00 PM. The intending bidders or their representatives may take prior appointment with stock holder for inspection of lots notified for sale by contacting the Vice-Chairman and Managing Director of APFDC and / Or the Principal Chief Conservator of Forests and Head of Forest Force. The initial e-auction dates are **14th, 15th and 16th December 2016**. The Lots remaining unsold in the first sale will be again put up for sale on **21-12-2016, 22-12-2016 and 23-12-2016**. Lots remaining further unsold in the 2nd sale will be again put up for sale on **19-01-2017, 20-01-2017 and 21-01-2017**. 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. The registered Parties (or their Authorized Representative) should produce their MSTC e-auction Photo ID Card to the Stock Holder or

produce a copy of this e-auction catalogue downloaded from the Website for the purpose of inspection.

13. The Seller reserves the right to stop/postpone/cancel the e-auction at any stage without assigning any reason therefor.
14. The Seller reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons therefor.
15. The Seller reserves the right to modify/alter/cancel/omit any of the Terms and Conditions pertaining to the e-auctions as and when required. The Seller reserves the right to add/delete/change/modify any or all the general conditions mentioned in the e-auction schedule and the said addition/deletion/changes/modifications shall be incorporated in the agreement to be entered into with the bidders / bidder irrespective of e-auction conditions mentioned in the notice inviting e-auction or in the e-auction schedule or the same shall be incorporated in a form of codicil as the case may be and the same will be binding on the Bidder/Buyer without any recourse.
16. The e-auction accepting authority, Government of Andhra Pradesh or any Officer authorized by it reserves the right either to reject any or all e-auctions without assigning any reason. In this regard the decision of the Government of Andhra Pradesh or the officer authorised by the Government shall be final and binding on the bidder without any recourse. Further, when the bidder files its bid, the acceptance or rejection of the bid by Seller, or methodology adopted by the Seller, in short listing the bid for the disposal of material / materials etc., on e-auction platform shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from any Court to stall the proceedings of Seller. In the event of any dispute arising out of the e-auctions such dispute would be subject to the jurisdiction of the Civil Courts in the territory of Andhra Pradesh.
17. **E-auction by defaulter or minor or insolvent or black listed bidders:** The Bid submitted by a bidder, who owes dues to the Forest Department/APFDC Ltd 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, shall be treated as invalid, and EMD submitted shall be forfeited to the Government of Andhra Pradesh/APFDC Ltd.

18. **Quantity:** The tentative stock of various grades of Red Sander Wood e-auction lots, for which bids are invited, are located in Central Warehousing Corporation Godown, Renigunta, as detailed in **Annexure A**.
19. **Withdrawal of lots:** -The Seller may withdraw any e-auction Lot or Lots or part of the lots from the Sale without assigning any reasons.
20. **Earnest Money Deposit (EMD):** The Foreign Bidders who wish to bid in this e-auction should submit EMD@ USD 3,500 per MT for “A” Grade, USD 2,500 per MT for “B” Grade and USD 2,000per MT for “C” Grade, for the intended quantity to be purchased, two working days before the date of e-auction. The Domestic Bidders who wish to bid in this e-auction should submit EMD@ INR 2,45,000per MT for “A” Grade, INR 1,75,000per MT for “B” Grade and INR 1,40,000per MT for “C” Grade for the intended quantity to be purchased, two working days before the date of e-auction. The EMD Deposit must be submitted through RTGS/NEFT/SWIFT.

“E-Payment guide” is available on buyer’s login page in the web sitewww.mstcecommerce.com.

For SWIFT payments by Foreign bidders in US Dollar:-

The bank details are as under:

- i Bank of India, New York Branch (SWIFT BKID US33) for credit to RFC account at Mumbai Overseas Branch with Cayman Island for ultimate credit to account No.4048 2021 0000002 of MSTC Ltd. with Bank of India, Kolkata Overseas Branch (SWIFT BKID IN BBCOS).

For RTGS/NEFT payments by Domestic bidders in INR:

Option I for domestic buyers:-

- ii Bidders can process RTGS/NEFT payments using “e-payment” option in buyers login on www.mstcecommerce.com. The bidder is required to fill in the details in the system and generate a form for off-line RTGS / NEFT payment through their banker. For each payment, the account number generated by the system is different and also has limited validity. Therefore, the bidder is required to deposit / submit payment by RTGS / NEFT as per details in the form only.
- iii RTGS / NEFT payment should be received from bidders account only. Payment received from any other account will not be considered.

- iv Date of credit of payment into a/c of MSTC shall be the basis for accepting the payments.
- v Net-banking payments through atom gateway of MSTC portal are credited into MSTC a/c on T+2 basis. Therefore, bidders opting for netbanking using atom gateway, should make payments well in advance accordingly.
- vi Bidder shall send payment intimation e-mail through their registered e-mail id to: (tsatyasai@mstcindia.co.in OR rmahesh@mstcindia.co.in) immediately upon e-payment mentioning Buyer No., E-Auction No., Payment Type, UTR No., Date of payment & Amount etc. E-mails received from unregistered e-mail ids, shall not be considered.
- vii Payments without e-mail intimation shall not be considered/ acted upon. MSTC shall not be responsible for delayed credits/non-receipt of e-mails. It shall be sole responsibility of the bidder to check with MSTC for receipt of e-mail & activation of login thereof.

Option II for domestic buyers:-

viii Bidders can make payment directly into the following bank account.

Name of the Beneficiary:	MSTC LIMITED, VISAKHAPATNAM
Account No:	200013950693
Name of the Bank:	INDUSIND BANK
IFSC Code:	INDB0000581
MICR CODE:	530234001
Branch Address:	Beside Care Hospital, AS Raja Complex, Waltair Main Road, Visakhapatnam – 530 002.

- ix The bidders are mandatorily required to send payment details by e-mail to (tsatyasai@mstcindia.co.in) OR to FAX number +91 891 2747053 mentioning Buyer Name, Buyer No., E-Auction No., Amount and UTR No. etc.
- x Clause no. (18) (**Annexure A**) above shall be followed for e-auction LOT wise for EMD Deposit.
- xi The intending bidders may participate in one or more LOTs subject to submission of EMD Deposit as above.
- xii Bank transfer charges either way would be on Bidder's A/C only.

- xiii The EMD Deposit/Amount of the (H1) bidders will be retained till confirmation. On confirmation the EMD will be converted into performance deposit and shall be returned only after the allotted quantity is fully lifted within the contract period. The EMD Deposit of unsuccessful bidders will be refunded as it is. In case of refund of EMD by RTGS/SWIFT, the commission and bank transfer charges etc. shall be borne by unsuccessful bidders only.
- xiv It is to be noted that “No payment by any third party on behalf of the successful bidder/bidders shall be accepted”.
- xv The EMD Deposit of the bidders other than the Highest Bidder may be carried forward for the subsequent e-auction of the Red Sanders wood e-auction LOTS, on the same day or subsequent dates on request from the bidder before commencement of the e-auction.
- xvi No interest shall be payable on the EMD Deposit.
- xvii Request for adjustment of the EMD paid by the successful bidder after confirmation from the Government towards sale value shall not be accepted/entertained.

21. Validity of Offers:

- i. The bidders who have participated in the e-auction shall be bound by their offers and by these terms and conditions for a period of 60 (sixty) days from the date of closing of e-auction for confirmation.
- ii. In case of breach of this condition, the EMD Deposit amount shall be forfeited. In addition to this, the bidders who had failed to honour his/her offer shall bear the loss, if any suffered by the APFDC Ltd/AP Forest Department in the subsequent disposal of that lot at his risk. The loss unless made good within fifteen (15) days from the date of dispatch of notice of demand by registered post/E-Mail, may be recovered by filing a civil suit in a Court of law having jurisdiction over Andhra Pradesh. The bidders however shall not be entitled to any profit that may accrue to the Seller on such subsequent disposal. The loss shall be calculated as per the following formula: $L = OBA - BAR$, Where ‘L’ is the loss, OBA is Original Bid Amount and BAR is Bid Amount in Re-sale.

22. Rate:(i) The bidders shall quote/offer online on MSTC website per Metric Tonne of Red Sanders Wood (RSW) at which she / he desires to purchase the entire e-

auction lot exclusive of applicable taxes & levies. Online bidding shall be done only in United States Dollars (USD). Applicable levies and duties during the pendency of the contract will be charged extra as prevailing on the date of dispatch. Any increase/decrease in levies etc., or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful bidders and payable by the successful bidders.

(ii) The e-auction lot details like grade, numbers & weight of red sanders wood are indicated in **Annexure A**. Dryage in weight of each lot up to 3% 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% of the notified weight, the same shall be brought to the notice of the Vice-Chairman and Managing Director of APFDC, who in turn will check the weight in the presence of the successful bidder and the verdict of VC and MD of APFDC shall be final.

(iii) In case the weight of Red Sanders wood delivered is found to be more than the quantity notified and sold, pertaining to the e-auction LOT/LOTS, the Stock Holder will restrict the quantity to the notified weight.

23. Taxes and other levies:

(i) **VAT & Other taxes:** Value Added Tax and other taxes, if any, levied by the Government, shall be paid by the purchaser as per the provisions of the Andhra Pradesh VAT Act and the Rules made there under by the Commercial Tax Department or any other Act and Rules. This amount shall be paid extra by the Purchaser under the appropriate head or as provided in the relevant Rules. Domestic purchasers have to pay the AP VAT/ CST for the sale within the state/ outside the state respectively unless they have purchase orders for the same material from the Foreign buyers before participating in the auction sale and same has to be entered in the agreement with APFDC so as to get any tax benefit for the export sale (known as penultimate sale).

(ii) **Income Tax:** Income Tax shall be paid by the Purchaser as per the provisions of the Income Tax Act, 1961 and Rules made there under along with the sale amount and the bidders should mention the Permanent Account Number (PAN) issued by the Income Tax Department of India. Foreign purchasers not having Indian Government PAN Numbers should immediately apply for the PAN numbers and furnish the same to the seller before taking delivery of the Lots.

(iii) **The National Bio-Diversity Authority / State Bio-diversity Authority–ABS**

mechanism: The Foreign purchaser has to pay towards Access Benefit Sharing mechanism(ABS) to the National Bio-diversity Authority and the Domestic purchaser has to pay to the AP State Bio-diversity Authority 5% of the sale value under provisions of the Biological Diversity Act, 2002 and the rules made there under in addition to sale amount and shall comply with the relevant provisions of the Biological Diversity Act, 2002. Domestic Purchasers have to pay additional 5% of the difference of the declared export value and the purchase value (auctioned price) to the National Biodiversity Authority, if they export the RS wood to foreign Country.

(iv) Please note that applicable statutory payment like VAT, Income Tax, Education Cess, Custom Duty, other taxes and duties, Biodiversity ABS fees etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials and these amounts are over and above the bid amount. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction.

24. Bidding Process:

(i) The bid value shall be the basic price of the material exclusive of all applicable levies, duties etc., in USD per Metric Tonne. The exchange rate will be displayed in the auction floor for information. The bidders shall quote for entire lot quantity in per MT basis only in USD. All payments including interest for delayed payment, if any, by domestic buyers in terms of INR will be on the basis of the conversion value of USD displayed by the MSTC on the day of auction.

(ii) Each e-auction lot is a separate entity for bidding. Bidders have to bid separately for each e-auction lot.

(iii) Each e-auction LOT shall be treated as independent contract for the purpose of bid, sale, agreement, payments, delivery etc.

(iv) E-Auction period will be of 6(six) hours duration (from 10.00 AM to 04.00 PM as per IST) subject to automatic extension. If any valid bid is received in less than 15 minutes before closing time, closing time will automatically extend up to last bid time plus 15 minutes, thus giving enough opportunity to others to revise their bids on that e-auction Lot. The process will continue and e-auction will close at a time when there will be no bid for consecutive 15 minutes. While during normal and extended period of e-auction, bidders can increase bid amount by a minimum of 100USD per MT (or its multiple) on the date of bidding for each e-auction lot subject to payment of corresponding EMD.

- (v) Bidder may participate in e-tendering or e-auction or both for each e-auction lot.
- (vi) The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/SELLER in this regard. Hence 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 into the live e- auction floor by clicking the 'Bid' Button. In case of any bid being equal to or more than 1.2 (20% higher) times the current Highest Bid for a particular Lot, this will be displayed by way of WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During Live e-auction, only brief Lot/Item details will be shown under 'Lot Name' on the e-auction Floor where Bidders are required to bid. The complete 'Item Details' can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the 'Item Details' before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.
- (vii) Each Lot/Unit will have to be bid, sold and delivered on the basis of Unit of Measurement (i.e. UOM) as Metric tonne (MT) stipulated in the Material List displayed on the e-auction Floor of 'View Live e-auctions'. Any representation/complaint from the Bidders for the Bid to be made/having been made on the basis of any other Unit of Measurement will not be entertained.
- (viii) Seller will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange themselves.
- (ix) For detailed Procedure and Guidelines for Registration and Bidding for bidders, please refer **Annexure B**.

25. E-Auction Result / Status:

- (i) It must be personally seen by the Bidders online through the link "E-auction Lot Status" immediately after closing of e-auction which will be displayed up to 7 (Seven) days from the date of Closing of e-auction(excluding the date of closing of e-auction). After closing of e-tender cum e-Auction, the highest valid bid secured among the e-tender cum e-Auction for each LOT will be considered to determine the highest bidder for that Lot. Immediately after closing of e-auction, a system generated automatic "Intimation Letter" will be issued by e-mail to the Highest Bidder. The intimation letter issued by MSTC Ltd. for that particular lot is only mere intimation. The highest bidder will not

accrue any right on that lot. The Acceptance Letter or otherwise will be intimated after the approval of Government of Andhra Pradesh or the Committee / Officer authorized by the Government.

(ii) It must be noted by the Highest Bidders that Intimation Letter will be issued by MSTC only for the purpose of record and to the information of the bidder to be in readiness for payment of Post-Bid Deposit within the stipulated time from the closing date of e-auction (excluding the date of e-auction). Bidders must, therefore keep a watch on their incoming e-mail for Intimation Letters. Normally no hard copy of the Intimation Letter will be issued by MSTC. The intimation letter issued by the MSTC Ltd., through e-mail that the rate offered by the bidder is highest and the tenderer is the H1 bidder is only intimation and not the confirmation of the lot to the H1 bidder.

(iii) After completion of e-tender cum e-auction on each date, the MSTC Ltd will furnish the highest bid quoted for each Lot, which is highest without disclosing the name & identity of the highest bidder/purchaser. On receipt of the list of such highest bids, without the names of the bidders, the list shall be furnished to Government by APFDC for confirmation. The Government shall confirm such bids (or) otherwise. After confirmation of highest bids by the Government, the MSTC Ltd would disclose the names of highest bidders to the APFDC and they will be informed about the confirmation of the sale.

26. Issuance of Sale Order / Acceptance Order / Acceptance Letter / Confirmation Order:

- i. The SELLER will issue the sale Confirmation order/Acceptance letter after obtaining approval from Government of Andhra Pradesh or any Officer / Committee authorized by the Government.
- ii. The successful bidders should not transfer the offer awarded to him / her to others and also no sub-contract is allowed. It is to be noted that “No payment by any third party on behalf of the successful bidder/bidders shall be accepted”.
- iii. In case of deviation of any of the e-auction conditions, the offers shall be cancelled besides forfeiting the deposit amounts and imposing penalty as decided by the authorities of Seller.

27. Post Bid Deposit:

- i. The Highest Bidders of respective e-auction Lot shall have to pay Post bid Deposit @ 25% of the Sale amount within 10 days from the date of issue of Confirmation order to the APFDC Ltd in the following Account.

Name & Style of the Customer	: AP Forest Development Corporation Ltd
Name & Style of the Account	: Red Sanders Sale
Account Number	: 0798201000610
IFSC CODE	: CNRB0000798
SWIFT Code	: CNRBINBBHFD
BANK NAME	: CANARA BANK
BANK ADDRESS	: MASAB TANK, HYDERABAD, INDIA

- ii. In case any highest H1 bidder fails to fulfil this condition, the EMD amount paid by him shall be forfeited by Seller and he shall have no right what so ever on the e-auction Lot or Lots for which he was declared the highest bidder and the e-auction Lot or Lots will be resold at his risk and the loss, if any, will be recovered under due process of law. He will not be entitled to claim any excess amount that may be realized on such re-sales.
- iii. Further, password of highest Bidder will be deactivated and shall normally be debarred for a minimum period of 6 (six) months from participating in all e-Auctions and disposal sales by MSTC and, his Registration Fee will also be forfeited. The seller shall inform MSTC for de-activation of login in case of default in payment by any bidder. While considering his request for reactivation which will be at the sole discretion of MSTC/Seller, all facts including the number of PRINCIPALS / e- Auctions / Lots for which he had failed which are germane will be taken into account. The unsold e-auction Lots may be put up for re-e-Auction.
- iv. If any excess EMD amount paid by the successful bidder due to rejection of bid/bids by the Government is available, the same will be adjusted against 25% of sale value to be paid by the successful bidder.
- v. Agreement with APFDC:-The successful bidder after payment of 25% sale value (within 10 days from the date of issue of confirmation order) shall enter into an agreement with APFDC Ltd for the purpose of payment of balance sale amount, levies, taxes etc. and for the purpose of export/domestic consumption of red sanders wood purchased. The agreement has to be done on or before the payment of the balance sale value (i.e. within 30 days from the date of issue of confirmation order). After payment of the 100% full sale value of lot/lots, APFDC shall request the PCCF, AP to issue the Certificate of Origin for the same lot/lots and thereafter request the concerned Addl./Jt. DGFT for issue of Export License.

- vi. Agreement with NBA:-The Foreign Buyer shall obtain clearance from the National Bio Diversity Authority (NBA) by way of entering into an Agreement with NBA and furnish a copy of the same to APFDC within 15 days from the date of issue of export license by the Addl./Jt.DGFT, so as to complete the process of export in time. APFDC shall not be held responsible for any delay in export due to non-submission of the agreement copy.

28. Payment towards balance material value:

- i. The balance Sale Value (75% sale value) along with statutory taxes, duties, etc. shall be paid within 30 days from the date of issue of confirmation order to the below mentioned account by RTGS/NEFT/SWIFT.

Name & Style of the Customer	: AP Forest Development Corporation Ltd
Name & Style of the Account	: Red Sanders Sale
Account Number	: 0798201000610
IFSC CODE	: CNRB0000798
SWIFT Code	: CNRBINBBHFD
BANK NAME	: CANARA BANK
BANK ADDRESS	: MASAB TANK, HYDERABAD, INDIA

- ii. In case last date for payment of balance sale amount etc. falls on a public Holiday / Non - Banking day in India, due amounts shall be paid on the next working day.
- iii. The successful bidder shall pay the sale value as stipulated in the STC and as per Confirmation order issued.
- iv. The Buyers who wish to pay through RTGS/NEFT/SWIFT should communicate to Seller in writing through Mail/Fax in order to issue Delivery Order.

29. The successful bidders shall follow all Government Rules to obtain all the relevant licenses and to pay all the statutory taxes like Income tax, sales tax, custom duty etc., and there shall not be any liability on the part of Seller in this regard.

30. Default in payment of sale value:

- i. The balance (75%) sale value shall be paid within (30) days from the date of issue of confirmation order. In case of delay, the successful bidder shall be allowed to make the payment within further 30 (Thirty) days with interest @12% per annum on balance sale value remaining unpaid commencing from 31st day from the date of issue of confirmation letter subject to payment of interest amount. For the purpose

of interest calculation 1 to 15 days will be treated as half month and from 16 to 30 days will be treated as one month. In case successful bidder failing to make the payment as above, their 25% of the sale value including EMD will be automatically stand forfeited and no further correspondence will be made or entertained in this regard.

- ii. The balance payments shall be made as per the demand notice/ instructions issued by the APFDC Ltd.
- iii. Under any circumstances, further extension of time will not be allowed. After payment of total bid amount including taxes and duties within the stipulated time, the e-auction Lot will be delivered to successful bidders.
- iv. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and Seller reserves the right not to accept the payment of Sale Value with interest after expiry of due payment time as mentioned above. If the buyer fails to pay the sale value for any lot within above mentioned due date, then the Post Bid Deposit and EMD of particular lot will stand forfeited automatically.
- v. Besides above, SELLER reserves the right to forfeit any amount/money lying with MSTC/SELLER from the successful Bidder who defaults in making the due payments against the e-auction even though such amount/money may be lying with MSTC/SELLER on account of the said Bidder against any other contract/transaction.

31. Issuance of delivery order:

On receipt of 100% Sale Value including ABS Fees, taxes, levies and duties etc., Seller will issue Delivery Order indicating the delivery period. For the Foreign Buyers the maximum time for delivery is 30 days from the date of issue of export license by the Addl./Joint DGFT or before the expiry of the export license whichever is earlier. For the Domestic Buyers the maximum time for delivery is 90 days from the date of issue of Confirmation order. If the last date of delivery happens to be Holiday or closed for any other reason for SELLER, the delivery will be allowed on the next day without any penalty.

32. Delivery of the material:

- i. For the purpose of taking delivery from the Stock holder's Location/Depot, the authorized representative of the Buyer i.e. the authorized MSTC e-auction Photo

ID Card Holder should report to the Stock holder along with his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative along with Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative along with a Self-Certified/Notarized Photocopy of his Photo ID Card. In case the buyer chooses his own Clearing House Agents (CHA), he must take prior permission from the Stock holder before placement of vehicle for taking delivery of material.

- ii. In case the buyer opts for the Clearing House Agents (CHA) empanelled for the purpose of clearing and forwarding the goods at the cost of APFDC, he shall pay the expenses fixed by APFDC within 30 days from the issue of confirmation order and CHA shall make all arrangements for transport and delivery of goods at loading Port. However, the Buyer or his authorized representative shall certify the genuineness (Red Sanders species), quantity (measurements, number and weight) and quality (Grade) of the lot at the time of delivery of the lot from the depot and issue an acknowledgement to the stock holder.
- iii. The CHA opted by the Buyer/Buyers in whose name the sale is accepted, as the case may be shall transport the material under the cover of a Transit permit in Form-II to be issued by the competent authority of Forest Department to the destination approved by the concerned Divisional Forest Officer in terms of A.P Red Sanders (Possession) Rules, 1989. Upon reaching the destination the purchaser shall report about the arrival of the Red Sanders Wood to the concerned local Divisional Forest Officer.
- iv. The material so purchased shall not be allowed to be exported outside India unless APFDC/ Indian Purchaser obtains a "Certificate of Origin" from the PCCF, Andhra Pradesh and necessary clearance from the Government of India as per Rules in vogue. The Govt. of AP may appoint APFDC Ltd., (or) any other entity / entities for export permission on their export license for export of Red Sander wood in Log form.
- v. The successful buyer or his authorized representative stationed in India in coordination with APFDC Ltd. will make necessary arrangement to obtain necessary certificates from the appropriate authority as and when required for transportation for domestic or export of Red Sanders Woods.
- vi. The successful buyers will be allowed to lift the lot/lots only after payment and realization of sale amount in full and payment of all taxes, levies as applicable.

- vii. Seller is not responsible for any detention/holding up of the consignments by the custom department due to any omission/duties of the successful Buyers or arising out of any custom procedure / legal proceedings.
- viii. The material purchased by the successful Buyers / Purchasers shall not be allowed to be kept in any Depot within the jurisdiction of Andhra Pradesh once it is removed from the Government Depot without prior permission of the concerned Divisional Forest Officer as per the A.P. Red Sanders Wood (Possession) Rules, 1989 and any other Act/Rule in force.
- ix. The buyers/purchasers shall at all times, be bound by the provisions of Andhra Pradesh Forest Act. of 1967 and the Rules made there under
- x. The provisions of the Sale of Goods Act, 1930 as amended from time to time, shall apply to this e-auction on confirmation and the buyers shall abide by the provisions of the said Act.
- xi. Any violation or infringement of e-auction terms & conditions and provisions of Andhra Pradesh Forest Act, 1967 and the Rules made there under as amended from time to time will entail cancellation of sale and forfeiture of amounts paid already and confiscation of the material.
- xii. The successful Buyers should engage their own men for weighment, loading and transport.
- xiii. The decision of the stock holder is final in the aspects of identification, mode of lifting of the material, safety precautions to be observed while in transit, documentation, methods to be adopted while in transit of the material etc.
- xiv. The materials sold shall be removed by the Buyers from the Lot as per the sole 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/Buyers shall employ or engage only his / their own personnel and shall keep the SELLER/ stock holder fully indemnify against any claims whatsoever including claim for wage, injuries, compensation, death etc. While removing 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 any such person including the employees of stock holder for such injury / for damage to person's property of such persons. The Bidder/buyer shall in such event keep the stock holder indemnified from any demand, claims or proceedings made.

33. Any sale order against e-auction may be short closed as per the discretion of the SELLER at any time without assigning any reason at short notice. SELLER reserves the right to withdraw in part or full or to close the contract any time during the currency of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full quantity by way of extension of contract.
34. Notwithstanding anything contained in the e -auction sale notice or advertisement issued as to description and particulars of material put for sale, the sale is on “as where is and no complaint basis” only. MSTC/SELLER does not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. The Buyer shall have to satisfy himself on inspection of the lots as to what they contain and make their offer accordingly. No plea of misunderstanding or ignorance or conditions put forth subsequent to confirmation of sale shall be accepted.
35. **Default in Lifting:-** The Foreign Buyer, who has engaged his own CHA, has to lift the lots within 30 days from the date of issue of Export License by the Addl./Joint DGFT or before the expiry of the export license whichever is earlier, else the buyer cannot have claim over the un-lifted material and the entire money paid will stand automatically forfeited including the EMD and all Post bid deposits. The domestic Buyer has to lift the lots within 90 days from the issue of confirmation order, failing which the lot stands automatically forfeited to Government.
36. The goods after delivery period if left at stock holder site will remain at the sole risk and responsibility of the buyer. APFDC Ltd/ stock holder will not undertake any liability whatsoever for the safe custody, protection or preservation after the period of delivery of the lots, as put up for sale, subject to change by nature's wear and tear, exposure to atmospheric condition etc. No complaints regarding quality or mis-description for the material sold will be entertained once the delivery period has expired.

37. The purchaser should intimate in writing two days in advance as to when the vehicle will come for taking out their materials. If the purchaser comes without prior written intimation, Concerned Divisional Forest Officer has got the right to return the vehicle without loading and purchaser cannot claim for any loss towards the same. The entry of vehicles into premises and loading of materials will be permitted as per stock holder timings indicated from time to time.
38. No bidder or successful bidder or his authorized representatives are allowed to inspect the material after conclusion of the e-auction.
39. The terms and conditions herein contained are supplementary to the remedy available under the law.
40. The contract shall be deemed to be completed as soon as the area is cleared of the entire material allotted or on completion of the period of contract as mentioned above whichever is earlier.
41. **Appeal:** On any dispute the Appeal shall lie with the Prl. Chief Conservator of Forests (HoFF), Andhra Pradesh Forest Department, Guntur, provided the successful Purchaser prefers an appeal within (15) days from the date of passing of any order by the Conservator of Forests concerned. Orders issued on such appeal by the Prl. Chief Conservator of Forests (HoFF) shall be final.
42. **Force Majeure:-**SELLER/APFDC Ltd., will not be liable for any failure or delay in performance due to any cause beyond their control including but not limited to Fires, 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 SELLER to extend 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.
43. **Black Listing:-**The SELLER reserves the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the SELLER shall be obliged to allow an opportunity of being heard to such

bidder/buyer before any order of black-listing/debarment could be passed. Any such order of black listing/debarment that may be passed by the SELLER shall be without prejudice to other right of actions available to the SELLER against the bidder/buyer under the e-auction terms and conditions.

44.Period of Contract: Up to the validity period of the Delivery Order /Release Order/Contract issued by SELLER or up to the extended period of validity of the Delivery Order / Release Order in case the Delivery period is extended by the Seller at his sole discretion as the case may be.

45.SELLER reserves the right to forfeit any amount / money lying with MSTC / SELLER from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount / money may be lying with MSTC / SELLER on account of the said Bidder against any other contract / transaction.

46.In case of any dispute regarding payment/delivery or any other matter relating to this e-auction, the decision of SELLER shall be final.

Red Sanders LOTS for the VI th Phase of sale, stored at Central Warehousing Corporation (CWC) Godown at Renigunta (near Tirupathi Airport) of Chittoor District of Andhra Pradesh, India

Sl. No.	Division Name	Godown No.	Classification (Grade)	e-Auction Lot No.	Details of depot Lots grouped into e-Auction Lots			EARNEST MONEY DEPOSIT (EMD)	
					Depot Lot No.	No. of pieces	Weight (in MTs)	US\$	INR
1	2	3	4	5	6	7	8	9	10
EA NO:-MSTC/VZG/AP FOREST DEVELOPMENT CORPORATION LIMITED/1/OPP RESERVE BANK/16-17/12940 TO BE HELD ON 14-12-2016 FROM 10.00 AM TO 4.00 PM									
1	Chittoor East	A1	A	CTR-e1	CTR-e1	951	28.581	100034	7002345
2	Chittoor East	A1	B	CTR-e2	CTR-e2	969	24.378	60945	4266150
3	Chittoor East	A1	B	CTR-e3	CTR-e3	1035	24.778	61945	4336150
4	Chittoor East	A1	C	CTR-e4	CTR-e4(i)	1085	22.311		
					CTR-e4(ii)	1041	20.978		
					CTR-e4(i)&(ii)	2126	43.289	86578	6060460
5	Chittoor East	A1	C	CTR-e5	CTR-e5	1107	22.702	45404	3178280
6	Chittoor East	B1	B	CTR-e15	CTR-e15	999	27.803	69508	4865525
7	Chittoor East	B1	B	CTR-e16	CTR-e16	948	26.529	66323	4642575
8	Chittoor East	B1	B	CTR-e17	CTR-e17	914	25.749	64373	4506075
9	Chittoor East	B1	B	CTR-e18	CTR-e18	813	24.021	60053	4203675
10	Chittoor East	B1	B	CTR-e19	CTR-e19	783	20.438	51095	3576650
11	Chittoor East	B1	B	CTR-e20	CTR-e20	882	22.145	55363	3875375
12	Chittoor East	B1	B	CTR-e21	CTR-e21	986	25.196	62990	4409300
13	Chittoor East	B1	C	CTR-e22	CTR-e22	975	19.783	39566	2769620
14	Chittoor East	B1	C	CTR-e23	CTR-e23(i)	744	19.788		
					CTR-e23(ii)	891	17.143		
					CTR-e23(i)&(ii)	1635	36.931	73862	5170340
15	Chittoor East	B1	C	CTR-e24	CTR-e24(i)	1138	20.925		
					CTR-e24(ii)	925	17.884		
					CTR-e24(i)&(ii)	2063	38.809	77618	5433260
16	Chittoor East	A1	A	CTR-e105	CTR-e105	76	2.712	9492	664440
17	Rajampet	B2	A	RJPT-e25	RJPT-e25	1023	23.250	81375	5696250
18	Rajampet	B2	B	RJPT-e26	RJPT-e26	1115	26.362	65905	4613350
19	Rajampet	B2	A	RJPT-e27	RJPT-e27	838	20.551	71929	5034995
20	Rajampet	B2	B	RJPT-e28	RJPT-e28	983	24.588	61470	4302900
21	Rajampet	B2	A	RJPT-e29	RJPT-e29	960	22.715	79503	5565175
22	Rajampet	B2	B	RJPT-e30	RJPT-e30	783	18.995	47488	3324125
23	Rajampet	B2	A	RJPT-e31	RJPT-e31	903	24.743	86601	6062035
24	Rajampet	B2	B	RJPT-e32	RJPT-e32	986	25.305	63263	4428375
25	Rajampet	B2	C	RJPT-e33	RJPT-e33(i)	754	19.925		
					RJPT-e33(ii)	815	20.254		
					RJPT-e33(i)&(ii)	1569	40.179	80358	5625060
26	Rajampet	B2	A	RJPT-e34	RJPT-e34	886	24.228	84798	5935860

27	Rajampet	B2	C	RJPT-e35	RJPT-e35(i)	817	19.130		
					RJPT-e35(ii)	722	19.466		
					RJPT-e35(i)&(ii)	1539	38.596	77192	5403440
28	Rajampet	B2	B	RJPT-e36	RJPT-e36	819	20.656	51640	3614800
29	Rajampet	B2	B	RJPT-e37	RJPT-e37	960	25.080	62700	4389000
30	Rajampet	B2	B	RJPT-e38	RJPT-e38	873	22.357	55893	3912475
31	Rajampet	B2	B	RJPT-e39	RJPT-e39	961	25.280	63200	4424000
32	Rajampet	B2	C	RJPT-e40	RJPT-e40(i)	768	19.958		
					RJPT-e40(ii)	880	21.172		
					RJPT-e40(i)&(ii)	1648	41.130	82260	5758200
33	Rajampet	B2	C	RJPT-e41	RJPT-e41(i)	861	19.949		
					RJPT-e41(ii)	782	19.891		
					RJPT-e41(i)&(ii)	1643	39.840	79680	5577600
34	Rajampet	B2	B	RJPT-e42	RJPT-e42	749	19.141	47853	3349675
35	Rajampet	B2	C	RJPT-e43	RJPT-e43(i)	836	20.920		
					RJPT-e43(ii)	839	20.244		
					RJPT-e43(i)&(ii)	1675	41.164	82328	5762960
	TOTAL OF dt.14-12-2016					38175	938.004	2310579	161740495
EA NO:-MSTC/VZG/AP FOREST DEVELOPMENT CORPORATION LIMITED/1/OPP RESERVE BANK/16-17/12941 TO BE HELD ON 15-12-2016 FROM 10.00 AM TO 4.00 PM									
36	Tirupati(WLM)	A2	C	TPT-e6	TPT-e6(i)	1065	20.554		
					TPT-e6(ii)	1026	24.710		
					TPT-e6(i)&(ii)	2091	45.264	90528	6336960
37	Tirupati(WLM)	A2	B	TPT-e7	TPT-e7	336	6.631	16578	1160425
38	Tirupati(WLM)	A2	C	TPT-e8	TPT-e8	1007	21.023	42046	2943220
39	Tirupati(WLM)	A2	A	TPT-e9	TPT-e9	701	17.545	61408	4298525
40	Tirupati(WLM)	A2	A	TPT-e10	TPT-e10	1052	27.541	96394	6747545
41	Tirupati(WLM)	A2	B	TPT-e11	TPT-e11	1081	23.610	59025	4131750
42	Tirupati(WLM)	A2	B	TPT-e12	TPT-e12	937	21.990	54975	3848250
43	Tirupati(WLM)	A2	B	TPT-e13	TPT-e13	953	23.388	58470	4092900
44	Tirupati(WLM)	A2	B	TPT-e14	TPT-e14	925	22.989	57473	4023075
45	Tirupati(WLM)	B2	A	TPT-e47	TPT-e47	1000	28.770	100695	7048650
46	Tirupati(WLM)	B2	A	TPT-e48	TPT-e48	970	26.935	94273	6599075
47	Tirupati(WLM)	B2	A	TPT-e49	TPT-e49	943	29.960	104860	7340200
48	Tirupati(WLM)	B2	B	TPT-e50	TPT-e50	978	26.295	65738	4601625
49	Tirupati(WLM)	B3	B	TPT-e51	TPT-e51	892	23.568	58920	4124400
50	Tirupati(WLM)	B3	B	TPT-e52	TPT-e52	972	25.099	62748	4392325
51	Tirupati(WLM)	B3	B	TPT-e53	TPT-e53	844	22.646	56615	3963050
52	Tirupati(WLM)	B3	B	TPT-e54	TPT-e54	875	22.735	56838	3978625
53	Tirupati(WLM)	B3	B	TPT-e55	TPT-e55	976	23.412	58530	4097100
54	Tirupati(WLM)	B3	B	TPT-e56	TPT-e56	876	22.400	56000	3920000
55	Tirupati(WLM)	B3	B	TPT-e57	TPT-e57	901	24.139	60348	4224325

56	Tirupati(WLM)	B3	B	TPT-e58	TPT-e58	941	23.511	58778	4114425
57	Tirupati(WLM)	B3	A	TPT-e59	TPT-e59	512	14.055	49193	3443475
58	Tirupati(WLM)	B3	A	TPT-e60	TPT-e60	977	27.960	97860	6850200
59	Kadapa	C1	B	KDP-e64	KDP-e64	1078	22.557	56393	3947475
60	Kadapa	C1	B	KDP-e65	KDP-e65	831	20.186	50465	3532550
61	Kadapa	C1	B	KDP-e66	KDP-e66	1071	25.213	63033	4412275
62	Kadapa	C1	C	KDP-e68	KDP-e68(i)	960	19.808		
					KDP-e68(ii)	1166	20.659		
					KDP-e68(i)&(ii)	2126	40.467	80934	5665380
63	Kadapa	C1	C	KDP-e69	KDP-69(i)	1044	21.067		
					KDP-69(ii)	1076	20.702		
					KDP-e69(i)&(ii)	2120	41.769	83538	5847660
64	Rajampet	B2	C	RJPT-e44	RJPT-e44(i)	773	20.656		
					RJPT-e44(ii)	871	20.759		
					RJPT-e44(i)&(ii)	1644	41.415	82830	5798100
65	Rajampet	B2	C	RJPT-e45	RJPT-e45(i)	582	14.463		
					RJPT-e45(ii)	767	18.560		
					RJPT-e45(i)&(ii)	1349	33.023	66046	4623220
66	Rajampet	B2	B	RJPT-e46	RJPT-e46	496	12.449	31123	2178575
67	Proddatur	C2	C	PDT-e74	PDT-e74(i)	1420	24.475		
					PDT-e74(ii)	1291	24.815		
					PDT-e74(i)&(ii)	2711	49.290	98580	6900600
68	Proddatur	C2	C	PDT-e75	PDT-e75(i)	1107	23.831		
					PDT-e75(ii)	1185	23.330		
					PDT-e75(i)&(ii)	2292	47.161	94322	6602540
69	Proddatur	C2	C	PDT-e77	PDT-e77(i)	806	18.036		
					PDT-e77(ii)	1266	21.868		
					PDT-e77(i)&(ii)	2072	39.904	79808	5586560
TOTAL OF dt.15-12-2016						39530	924.900	2305358	161375060
EA NO:-MSTC/VZG/AP FOREST DEVELOPMENT CORPORATION LIMITED/1/OPP RESERVE BANK/16-17/12942 TO BE HELD ON 16-12-2016 FROM 10.00 AM TO 4.00 PM									
70	Tirupati(WLM)	B3	A	TPT-e61	TPT-e61	924	25.330	88655	6205850
71	Tirupati(WLM)	B3	A	TPT-e62	TPT-e62	986	29.450	103075	7215250
72	Tirupati(WLM)	B3	A	TPT-e103	TPT-e103	317	1.736	6076	425320
73	Tirupati(WLM)	B3	A	TPT-e104	TPT-e104	254	7.785	27248	1907325
74	Tirupati(WLM)	A2	A	TPT-e106	TPT-e106	183	5.471	19149	1340395
75	Kadapa	C1	A	KDP-e63	KDP-e63	797	21.555	75443	5280975
76	Kadapa	C1	B	KDP-e67	KDP-e67	1032	24.867	62168	4351725
77	Kadapa	C1	B	KDP-e70	KDP-e70	720	18.345	45863	3210375
78	Kadapa	C1	B	KDP-e71	KDP-e71	933	23.052	57630	4034100
79	Kadapa	C1	B	KDP-e72	KDP-e72	849	18.676	46690	3268300
80	Kadapa	C1	A	KDP-e73	KDP-e73	737	19.851	69479	4863495

81	Proddatur	C2	B	PDT-e76	PDT-e76	986	23.989	59973	4198075
82	Proddatur	C2	B	PDT-e79	PDT-e79	977	23.573	58933	4125275
83	Proddatur	C2	B	PDT-e80	PDT-e80	922	18.989	47473	3323075
84	Proddatur	C2	C	PDT-e82	PDT-e82(i)	1044	19.171		
					PDT-e82(ii)	1022	21.790		
					PDT-e82(i)&(ii)	2066	40.961	81922	5734540
85	Proddatur	C2	C	PDT-e83	PDT-e83(i)	1036	19.610		
					PDT-e83(ii)	885	19.061		
					PDT-e83(i)&(ii)	1921	38.671	77342	5413940
86	Proddatur	C2	C	PDT-e84	PDT-e84(i)	1007	18.689		
					PDT-e84(ii)	832	20.808		
					PDT-e84(i)&(ii)	1839	39.497	78994	5529580
87	Proddatur	C2	B	PDT-e85	PDT-e85	830	21.362	53405	3738350
88	Proddatur	C2	A	PDT-e86	PDT-e86	999	24.902	87157	6100990
89	Proddatur	C2	B	PDT-e87	PDT-e87	1180	24.715	61788	4325125
90	Proddatur	C2	B	PDT-e88	PDT-e88	1190	24.778	61945	4336150
91	Proddatur	C2	B	PDT-e89	PDT-e89	1434	28.120	70300	4921000
92	Proddatur	C2	C	PDT-e90	PDT-e90	1388	25.738	51476	3603320
93	Nellore	C3	C	NLR-e91	NLR-e91(i)	866	18.034		
					NLR-e91(ii)	1008	20.777		
					NLR-e91(i)&(ii)	1874	38.811	77622	5433540
94	Nellore	C3	C	NLR-e92	NLR-e92(i)	944	18.555		
					NLR-e92(ii)	976	19.508		
					NLR-e92(i)&(ii)	1920	38.063	76126	5328820
95	Nellore	C3	B	NLR-e93	NLR-e93	853	20.168	50420	3529400
96	Nellore	C3	C	NLR-e94	NLR-e94(i)	1030	20.731		
					NLR-e94(ii)	976	21.158		
					NLR-e94(i)&(ii)	2006	41.889	83778	5864460
97	Nellore	C3	C	NLR-e95	NLR-e95	1034	19.757	39514	2765980
98	Nellore	C3	C	NLR-e96	NLR-e96(i)	1110	20.833		
					NLR-e96(ii)	964	20.147		
					NLR-e96(i)&(ii)	2074	40.980	81960	5737200
99	Nellore	C3	C	NLR-e97	NLR-e97(i)	977	20.239		
					NLR-e97(ii)	1111	21.596		
					NLR-e97(i)&(ii)	2088	41.835	83670	5856900
100	Nellore	C3	C	NLR-e98	NLR-e98(i)	984	21.688		
					NLR-e98(ii)	859	19.711		
					NLR-e98(i)&(ii)	1843	41.399	82798	5795860
101	Nellore	C3	C	NLR-e99	NLR-e99(i)	956	21.148		
					NLR-e99(ii)	921	19.270		
					NLR-e99(i)&(ii)	1877	40.418	80836	5658520
102	Nellore	C3	C	NLR-e100	NLR-e100(i)	923	20.460		
					NLR-e100(ii)	1048	19.735		

					NLR-e100(i)&(ii)	1971	40.195	80390	5627300
103	Nellore	C3	C	NLR-e101	NLR-e101(i)	1070	21.245		
					NLR-e101(ii)	898	19.120		
					NLR-e101(i)&(ii)	1968	40.365	80730	5651100
104	Nellore	C3	A	NLR-e102	NLR-e102	65	1.830	6405	448350
	TOTAL OF dt.16-12-2016					43037	937.123	2216428	155149960
	TOTAL OF 3 DAYS (dt.14-12-2016 to dt.16-12-2016)					120742	2800.027	6832365	478265515

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Vice Chairman and Managing Director
AP Forest Developmet Corporation limited

Annexure B

Users' Guide / Manual of e-tender-cum-e-auction –For Buyers (Important Guidelines for Registration and Bidding for bidders)

Requirement:

- I. One PC (Computer) with Internet connection.
- II. Email address.
- III. Registration with www.mstcecommerce.com as buyer.

Operating System:

- I. Windows 98/XP-SP3 & above/Windows 7.
- II. IE-6 and above Internet browser.
- III. 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

In case PC or Internet Connection is not there the website can be accessed from any cybercafé.

How to Register with www.mstcecommerce.com?

- I. Log on to our website at www.mstcecommerce.com
- II. Click on the link 'General auctions'.
- III. 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 there :
(a) Register as Buyer and (b) Register as Seller.
- IV. Select and click on "Register as Buyer" option.
- V. 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'.
- VI. Select and click on 'Agree' button.
- VII. Buyer's Registration Form will appear on the screen. Fill up the desired information.
- VIII. All fields marked with * are mandatory and must be filled in.
- IX. Select your User ID and Password and keep a note of the same.
- X. Please ensure that the email address given is a valid one and is presently active.
- XI. After filling up the form click on the 'Submit' button.
- XII. The next page may not be relevant to you. 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 or [Click Here](#) for MSTC offices. Copies of the documents for the domestic buyer to be submitted should be attested by a Gazetted Officer or Chartered Accountant or a Public Notary or the original documents should be produced for verification. 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 www.mstcecommerce.com -> view forthcoming auction.
3. The e-tender-cum-e-Auction shall be open for a pre defined period (10AM to 4 PM in IST) in 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 onto 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 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-Auction, choose e-Auction as your mode of bidding from step sl. no. 5 above. The auction floor will open up with relevant details. Bidding is to be done lotwise. A bidder may submit bids against any lot more than once.
10. In 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.
14. An auction will close for bidding at the scheduled time or extended time depending upon the bidding.
15. If any bid is received during the last 15 minutes before scheduled close of auction for any lot,

its close time will get automatically extended by 15 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-auction only and not for e-tender.**

16. Bidding will close for a particular lot either at the scheduled close time or till the particular period of 15 minutes during which no bid has been recorded, whichever happens later.
17. When bidding for all the lots in an e-Auction close, e-Auction will close.
18. **Autobid 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 Autobid button. Once the bidder clicks on the Autobid button, the computer will ask for incremental value (100 US\$ or its multiples) 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 autobid 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-Auction for the same lots may continue in the extended period.
20. Indian bidders as well Foreign bidders shall bid in US Dollar (USD only).
21. For the purpose of comparison between INR and USD, a conversion factor will be used and the same shall be displayed in the auction bid floor.
22. The highest bid at any point time in e-auction shall be displayed in both INR and USD.
23. The bid increment for each lot will be USD100/- or its multiples.
24. To bid in any lot, a bidder shall have to deposit Earnest Money Deposit (EMD) in advance.
25. A bidder shall be able to bid in as many lots as permitted by the amount deposited by him / her as EMD.
26. If a bidder is the highest bidder for any lot at any point in time either in e-tender or in e-auction, proportionate EMD will be deducted from the available EMD of the bidder till he is out-bid by another bidder for the same lot either in e-tender or in e-auction.
27. A bidder may submit EMD for as many lots as he / she wishes to bid for. EMD left unutilized after conclusion of an e-tender-cum-e-auction can be utilized for subsequent e-tender-cum-e-auctions.
28. If the highest rate obtained in the e-tender is same as that in the e-auction, then the bid received earlier will be considered the Net Highest Price and the same shall be compared with the Reserve Price.
29. After close of auction, system will compare the higher of the H-1 prices (Net Price) received in e-tender and e-Auction with the Reserve Price for that lot, it will be taken on Subject to Approval (STA) basis.
30. The seller will decide the STA lot and results will be declared after receipt of communications from the seller.

N.B :These 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.