

|  | Conoß | 2rmo |  |
| :---: | :---: | :---: | :---: |
|  |  |  | Shri. A. K. Saseendran <br>  |
| (๑)) |  <br>  | (๑)) |  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  |
| (ஹ1) |  <br>  <br>  <br>  <br>  வృவறலமகூேேァ; | (ஸி) | உอ. |
| (m) |  <br>  <br>  | (m) |  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  |
| (w) |  <br>  <br>  | (w) |  <br>  <br>  <br>  |





| 2oetso 3Vol．III | ตைைவைறை⿺𠃊冂， | 2014 ๑ญลักดณเชิ 16 <br> 16th September 2014 | ตญเฉิ <br> No． | 36 |
| :---: | :---: | :---: | :---: | :---: |
|  | ๑ェコญ1 | $\mathbf{1 1 9 0}$ ュी子乃ァ० 31 31st Chingam 1190 |  |  |
| ， | Tuesday | $1936 \operatorname{solso} 25$ 25th Bhadra 1936 |  |  |

## PART III

## Forest Department

## OFFICE OF THE ADDITIONAL PRINCIPAL CHIEF CONSERVATOR OF FOREST（PROTECTION）， THIRUVANANTHAPURAM

NOTIFICATION

No．Pro．（4）－29243／2013．
The Government of Kerala vide G．O．（R．）No．132／2014／F\＆WLD dated 18－3－2014 has decided to market timber and other produce online by utilizing the services of M／s Metal Scrap Trading Corporation（M／s MSTC Ltd．），which is a Public Sector Undertaking of Ministry of Steel，Government of India．The M／s MSTC Ltd．will undertake all the activities like Bidder registration and training，creation of online auction catalogue，collection of EMD，conducting the e－auction on the scheduled time，issuance of sales order ctc．

The new system，called e－auction of timber will be implemented from October 1st 2014.
Regarding this following matters are brought to the notice of the public．
（1）General Terms and Condition of e－auction is available at www．mstcecommerce．com．These conditions are generic and applicable to e－auction of any material including timber．
（2）Buyers Specific terms and conditions are appended as Appendix（1）and Special Terms and Conditions of e－auction in Kerala Forest Department are appended as Appendix（2）．These conditions has approval of Government of Kerala．
Above conditions will govern the e－auction of timber and other produce in Kerala Forest Department． All concerned and interested individuals and firms are requested to acquaint themselves with these conditions．

Surendra Kumar，IFS，<br>Additional Principal Chief Conservator of<br>Forests（Protection）．

## Appendix-1

## Buyer Specific Terms \& Conditions (BSTC)

### 1.0 Interpretation

1.1 MSTC Ltd. shall be hereinafter referred to as "MSTC" or Administrator and the participating parties or individuals shall be hereinafter referred to as "Bidders". the successful bidder shall hereinafter be referred to as the 'buyer or purchaser". The organisation on whose behalf MSTC will conduct auction as their Selling Agent shall be referred to as the principal who is otherwise the owner and stock holder of materials to be sold.
1.2 The general terms \& conditions (hereinafter referred to as the 'GTC') are common for all auctions and are in addition to Special Terms \& Conditions (hereinafter referred to as the STC), if any, for any particular auction and shall form an integral part of the auction and so far as it has not been altered or modified by the STC. In case of any conflict or difference between any provision of the GTC and STC, the provision of STC will prevail for that particular auction.
1.3 If any account is deactivated for non-compliance of any terms \& conditions of e-auction, then the registration fees for that account will stand forfeited. In case the same party wants to re-register itself, it shall be required to pay a penalty to be decided by MSTC Management. However, the acceptance of such re-registration fees shall be at the sole and absolute discretion of MSTC.

## 2. Trademarks and Copyrights

The bidder acknowledges and agrees that wherever applicable, the content, including but not limited to text, software, music, sound, photographs, graphics, video, or other material contained in Website, including advertisements or information is protected by domestic and international copyrights, trademarks, service marks, patents or other proprietary rights and laws. The bidder is permitted to utilize this material and information only for personal use, and shall not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express authorization. MSTC shall not be held liable for any misuse or infringement of any trademark or copyright by the bidder, and the bidder shall be solely liable for any damages, claim, actions, etc. for infringement or violation of the same. MSTC reserves the right at its sole discretion to terminate the access of the bidder to the Website, if the bidder violates the provisions of this clause.

## 3. Arbitration

Any dispute arising in connection with the interpretation or implementation of these terms and conditions shall be resolved by arbitration under the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The place of arbitration shall be Thiruvananthapuram, India.

## 4. Jurisdiction

Only the Courts at Thiruvananthapuram shall have the exclusive jurisdiction to entertain any dispute connected with the arbitration proceedings or any other matter or claim arising out of or in connection with the e-auction.

## 5. Bidding and Buying

All bids on the Site are a firm commitment to purchase. If you are the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and your bid is accepted by the seller, you are obligated to complete the transaction with the seller. Bids may be increased in price or volume later but may not be withdrawn. Bids cannot be cancelled. All bids must be in Indian Rupees only.

By bidding on an item you agree to be bound by the conditions of sale included in the item's description (or linked to form the description) so long as those conditions of sale are not in violation of this Agreement or unlawful. In case of consumer good, sellers on the Site may or may not specify the retail prices of the items being sold. You are advised to independently verify the retail prices of such items if you so desire. MSTC strongly advises you not to test the auction process with false bids, as it will put you at substantial personal legal risk. It is a crime to use a false name, other false personal information or known invalid credit card to bid. Willfully entering erroneous or fictitious bids may result in prosecution by MSTC. In the event of Dual Winners displayed online for a Single Auction, the bidder who has received by Winning e-mail will be rightful Winner, and beyond that there is not liability.

## 6. Priority in Bidding

In order to qualify and be identified as a successful bid, the following priority parameters will be follows:
(a) Price : The higher price bids always supersedes the lower price bids.
(b) Time : Between bids of the same price, the bid, which was placed prior in point of time, shall supersede.
MSTC's decision on the success or otherwise of a bid shall be final and binding. It reserves the right to reject or void bids, whether winning or not, that it deems not to have been made in good faith, or that are restricted or prohibited.

## 7. Force Majeure

MSTC/Owner shall not be liable for any failure or delay in performance due to any reason/cause beyond their control including fires, floods, go-slow, lock-out, closure, pestilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, government action, civil commotion, breakdown of machinery including technical failures, shortage of labour, acts demands or otherwise or any other cause or conditions beyond the control of aforesaid cause or not and the existence of such cause or consequence may operate at the sole discretion of MSTC/Owner to extend the time of performance on the part of MSTC/Owner by such period as may be necessary to be necessary to enable. MSTC/Owner to effect performance after the cause of delay will have cause exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

## 8. Mode/Procedure of Payment in e-Auction

8.1 All intending bidders and buyers for participating in e-Auction will have to register on line. All intending bidders and buyers should fill in the relevant details all on line and pay non-refundable registration fee of Rs. 10,000 off line
8.2 On completion of details as per registration format and payment of registration fee, all such bidders will be able to access the auction floor with the user id and password they have chosen at the time of registration. Such bidders will henceforth be called as "registered bidders".
8.3 None other than the registered bidders will have any access to the details of the auction
8.4 The auction notification mentioning the starting date, list of materials, location of materials, name of principal or owner will however, be available on our web-site for all Internet users.
8.5 The details of the auction will be hyper-linked to the unique auction number for each individual auction. The registered bidder can enter into the details which will be as follows:-
(a) Opening and closing date and time.
(b) Name and location [address] of the principal of the owner of the material.
(c) Brief description of the materials with its location and approximate quantity put up for sale.
(d) Period of inspection.

## 9. Auction Floor

9.1 After selecting the desired auction, all user can finally arrive at the auction floor containing list of items, quantity, unit of measurement and column for bidding.
9.2 Each item name of the materials will be hyper-linked to details of the items.

The following information will be present in the auction floor :

- Opening date and time
- Closing date and time
- Item number
- Item name, hyper-linked to relevant details containing duties etc./special terms of lifting etc.
- Quantity and unit of measurement
- Location of material/item
- Last bid or basic price, if any.
- Your bid in Rs./UOM.
- Bid history.
9.3 The closing time of an auction shall automatically be extended by 5 minutes for all call auctions and by 8 minutes for all other auctions if bid continues (e.g. in case the closing time is $5.30 \mathrm{p} . \mathrm{m}$. of any particular date and if any bidder bids at $5.29 \mathrm{p} . \mathrm{m}$. then the closing time will be automatically extended to $5.37 \mathrm{p} . \mathrm{m}$. in case of auctions other than call. Similarly, if any bidder again bid at 5.36 p.m. then the closing time will automatically be extended to $5.44 \mathrm{p} . \mathrm{m}$. in case of auctions other than call and so on).
9.4 A bid once given cannot be retracted.


## 10. Automatic/Proxy Bidding

10.1 Each bidder will have the option to declare his maximum value of bid (which can not be viewed by any bidder) up to which his automatic bidding will continue. This maximum value of the bid/increment value may be enhanced by the bidder at any time before the closing of the auction. In case there is a tie in the highest bid offered by someone else with the maximum value opted by a automatic/proxy bidder then the bid of the automatic/proxy bidder will be acknowledged as HI bidder and a flash would appear to inform the bidder other than the automatic/proxy bidder that there is a tie and he may bid a higher amount.
10.2 The respective items will be marked "sold" after closing of the auction when the highest bid is greater than the 'reserve price and automatically intimation to the concerned buyer will be sent on line for making payment as detailed in the subsequent paras.
10.3 Only STA will appear against a lot after closing of the auction for which final approval will be intimated separately. STA marking will only appear when the price fetched as the highest bid in the auction is below the reserve price up to a certain percentage, as indicated by the principal before the starting of auction.
10.4 A lot or item can be withdrawn from the auction before starting of the auction as well as during the auction without assigning any reason.

## 11. Payment for Accepted Bids

11.1 All payments are to be made physically i.e. either by Demand Draft/Pay Order/Banker's Cheque etc. and will be accepted in any of the offices (Branch/Region/Hqs.) of MSTC.
11.2 The bid value together with all taxes as applicable shall have to be paid by the successful bidder by Demand Draft/Pay Order/Banker's Cheque drawn as stipulated in the relevant provision of special terms \& conditions. The payment can be staggered being opted by the buyer for which buyers are requested to see the payment schedule in 'STC'.
(a) Not withstanding anything continued in STC the buyer will have option to make full payments in all respect within the period of 1 st installment.
(b) The sale value including all taxes if not paid within the above time limits, it shall be paid within such time limit as may be extended by the principal or MSTC in consultation with principals, together with ground rent. Such ground rent shall be charged for a minimum period of one week or multiple thereof @ $1 \%$ of the value of materials for a week or part thereof.
(c) The sale value, as well taxes, Excise duty plus any other levies as applicable and payable by $\mathrm{DD} / \mathrm{PO}$ will have to be deposited with the authority as specifically mentioned in the relevant clauses of Special Terms \& Conditions.
11.3 In case of payment made by Bank Draft/Pay Order, the same will have to be deposited with the appropriate authority within the stipulated time/extended time. In the event of any default thereof, the successful bidder shall be liable to pay additional amount by way of ground rent as mentioned above. Should however the buyer fails to make the requisite payment within the time/extended time stipulated, the sale relating to such lot can be cancelled at the discretion of MSTC and the registration money given by the bidder shall be forfeited in full and MSTC shall, in addition, to registration money, be entitled to recover any incidental/consequential loss suffered by it as a result of such failure. The authority shall not be bound to give any notice to the buyer for the said forfeiture.
11.4 Delivery order or permission to remove the goods will be issued by MSTC or even by principal themselves or as has been indicated in relevant clauses of STC, after all payments of instalments value or sale value including duties, taxes and levies are made in full by the buyer.

## 12. Sale of Lots/Items on Subject to Approval Basis

12.1 In case of lots where bids have been kept open for the decision by the higher authority of the principal or owner of the material at a later date, the buyer will have to pay the earnest money@ $10 \%$ of the sale value plus applicable taxes and duties within 3 working days from the next date of the closure of auction. On final approval, the payment of balance sale value will have to be made in the same procedure as at clauses 11.2 (a) to (c). The date of acceptance of bid will be the date on which the principal/MSTC sends the acceptance message to the buyer. In the event of payment on accepted bids not being completed within the time specified, the earnest money in addition to the registration fee shall be forfeited without any further notice to the buyer. For delay in making payment, the ground rent as mentioned at para- 5.2 (e) will apply. In case the earnest money as mentioned above are not deposited within the time specified, the registration fee will be forfeited without any further notice, where the bids are not accepted finally, the earnest money deposit by the bidder shall be refunded to the buyer.

## 13. Condition of Goods

13.1 The goods are sold as and where they lie, on as is where is basis, the whole of the lot/lots shall be taken from the site of accumulation with all faults and errors in description. Otherwise the quantities, qualities, size or sizes, measurement, numbers and weights as stated in the auction floor and or in any delivery documents are only approximate and no guarantee or guarantees shall be implied. The goods are sold on the specific assumption that whether the bidders have inspected the lots or not the principle of Caveat-emptor will apply. No complaint will be entertained after sale.
13.2 Quantities made in the lot are approximate and MSTC holds out no warranty as regards the quantity and fitness of the goods for any particular purpose. The value paid in auction for the approximate quantity proportionate value for the quantity falling short in a lot at the time of delivery will be refunded to the buyer. Any quantity found excess in a lot over the approximate quantity mentioned in the auction floor will have to be taken by the buyer after depositing the proportionate amount along with the final instalment. In the event the materials are found in excess of the materials, specified in the sale order, the buyer will be allowed to deposit the balance amount within 10 days from the date of the incident of the removal as mentioned in the sale order, failing which, the buyer shall deposit such balance value with ground rent at the same rate mentioned in previous para per week or part thereof.

## 14. Risk

The goods shall be and remain in every respect at the risk of the buyer from the date of acceptance of his offer by the principal who shall have no liability whatsoever for the safe-custody or preservation thereof.

## 15. Delivery

15.1 Delivery Order or Sale Order or Delivery-cum-Sale Order will be issued automatically online at the instance of any competent officer of MSTC or Principal on confirmation of payment of full material value as per clause 5.0 and subsequent sub-clauses. The full sale value means payment of material value, duties \& local taxes and any other Ievies under the above mentioned clauses.
15.2 The goods are to be completely removed by the buyer from the site of accumulation within the time specified in the Delivery Order/Sale Order/Delivery-cum-Sale Order. However, the delivery will be made during working hours on all working days on presentation of the aforesaid order to the custodian of the materials of the Principal concerned.
15.3 The buyer will make his own arrangement for loading \& transport and will not be entitled to claim any facilities or assistance either for loading or for transport from the premises of the owner of the materials except where it has been specifically mentioned in the Special Terms \& Conditions. The specified delivery period will be counted from the next day of the date of issue of the order.
15.4 Should the original buyer wish to take delivery of the stores purchased by him, through a representative, he must authorise the lifter by a letter of authority, which the lifter should present to the appropriate officer concerned/ custodian of the stores of the principal. Delivery by proxy will be at the buyer's sole responsibility and risk and no claim shall lie against the principal or MSTC at any account whatsoever if delivery is affected on such proxy.
15.5 The buyers and his authorised representative/s or person/s or agent/s engaged by them would be responsible for processing, loading and transporting out only those materials, for which, delivery advice has been issued. If any other material is found being processed/loaded/transported it will be regarded as the mis-conduct/irregularities in executing the sale order.
15.6 The buyer will be held responsible for such acts of irregularities/mis-conduct of his own or committed by his authorised representative or persons engaged by them for executing the sale order. Any irregularities/mis-conduct may lead to forfeiture of earnest money/security deposit, portion or whole money of material value as the case may be in addition to cancellation of sale and or stoppage of further business, and/or appropriate legal action as may be deemed fit at the sole and absolute discretion of MSTC/Principal.

## 16. Non-delivery

16.1 (a) Where the goods are sold in lots and not in number or unit and in the event of the number or unit being found deficient in quantity, quality, size, measurement and weight as indicated in the catalogue/description of materials/details in the auction floor or any other documents, the buyer shall have no claim against the principal or against MSTC for refund of whole or any part of the purchasers money or for loss of profit, interest, damage or otherwise.
(b) Where the stores are sold by weight or number and not on the basis of lots and in the event of the buyer fails to obtain delivery of the whole or portion of the stores sold he shall not be entitled to claim any damage, loss of interest or compensation or any other account but shall be entitled to proportionate refund of sale value.
16.2 The buyer shall not be entitled to re-sale any item, lot or part of lot while the goods are still lying within the premises of the principal and any such sale or assignment of the buyer's right to the material sold in auction will not be recognised. All paper documents for releasing materials will be made out in the name of the buyer only.
16.3 No interest will be paid on the amount deposited by the buyer and subsequently found refundable under any of the condition mentioned herein before.

## 17. Failure to take Delivery after Payment

17.1 In the event of non-removal of sold material after expiry of time allowed in the relevant order and subsequent extension (s) thereof, if any, the principal/owner of the material shall have the right to order re-sale of the said material as also to forfeit relevant payments (as specified in General Terms and Conditions, Buyer Specific Terms and Conditions \& Special Terms and Conditions) paid by the defaulting buyer in respect thereof. The Principal/owner of the stores may, however, in its discretion give the buyer further extension beyond the time stipulated for taking delivery of the materials in exceptional circumstances and/or relief against payment of further ground rent in part or in whole.
17.2 The buyer shall be responsible for any damage that may be caused to the premises, equipments, machineries and/or any other installations of the plant/establishment of the principal/owner of the materials in taking away or removing the lot or lots purchased by him. The principal/owner of the materials may at their own option arrange themselves to make good such damages and the buyer shall have to bear the cost thereof on demand. The authority fully reserves the right to recover the cost of such damages from any sum due to the buyer.
17.3 The principal/owner of the materials reserves the right to withdraw at any stage the sale of any item or quantity of material either by number or by weight even after issue of sale order/delivery order when the material are required for their internal use. The principal/owner will not be bound to assign any other reason or details thereof excepting internal use. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded. The principal will however, not be responsible for any damage, loss direct or consequential compensation whatsoever to the buyer nor for payment of any interest.

## 18. General

18.1 The principal/MSTC reserves the right/option to produce any or all such documents off line i.e. by paper hard copy wherever such situation warrants, however, excepting the bidding process.
18.2 Neither the principal nor MSTC will be held responsible for authorising any on line payment by any buyer/ bidder and subsequent loss or damage caused to that buyer or bidder for such authority.
18.3 The safe-custody of gate pass, challans, authorising delivery or any such hard copy documents will be the sole responsibility of the buyer once the same are made over to them. The principal or MSTC will not be liable for any delay or damage for mis-placement of any such hard copy document by the buyer.
18.4 So long the workers, employees, agent or any representative of the buyer are required to work within the premises of the principal/owner of the material, the relevant Labour Laws \& Rules, Factory Acts and Rules and any other statutory provision will be equally applicable as in the case of workers and employees of the principal. It will be in their own interest to know this provision before starting the job. It shall be responsibility of the buyer to see that the statutory provisions are complied with and they will be only and solely responsible in any manner for their employees, workers, agents, representatives, employed for the job.
18.5 In respect to forthcoming auctions, MSTC reserves the right to alter, postpond, modify, cancel any or all of the contents of the notification without any prior intimation to the prospective buyers.

## 19. Auto Cancellation of Buyer Registration

In case any Buyer fails to make the payment towards Registration Fees to MSTC within 30 days from the date of his registration, then the registration is automatically cancelled. He can, however, re-register himself for the purpose of paying Registration Fees and activate his account for participation in the forthcoming auctions.

## 20. Auto Deactivation

If any buyer's account is de-activated for non-compliance of any of the terms and conditions of the e-auction, then the registration/re-registration fees of that buyer's account will stand forfeited without any further reference to the buyer and the buyer registration de-activated. In case the buyer desires to re-register, they shall request the regional/branch office of MSTC conducting the e-auction, under which the non-compliance had taken place. Requests for such re-registration will be examined by MSTC, keeping in view the lot value, the past record of the Buyer, recommendations from the principal, recommendations from the concerned regional/branch office of MSTC and other relevant factors. Based on such considerations, MSTC may either reject the request or levy a re-activation fee on the basis of the above parameters assessed by the MSTC. On receipt of the re-activation fee as may be levied along with service tax/education cess and any other charges for the time being in force as applicable, the Buyer's account shall be re-activated. On such terms and considerations as MSTC may deem fit. MSTC's decision in this regard shall be final and binding on the buyer.

## 21. Actual Contract

The actual contract between MSTC \& Buyer will be deemed to have been concluded only after the ink signed copy of Acceptance Letter/Sale Order has been issued.

## Appendix-2

## Special terms and conditions of e-auction of timber and other produce in KeraIa Forest Department

1. The e-auction sale is governed by the General Terms \& Conditions (GTC), Buyer Specific Terms \& Conditions (BSTC) and Special Terms \& Conditions (STC) of the e-auction. In case of any conflict or differences among any provisions of GTC, BSTC \& STC, the provisions of STC will supersede others in the particular e-auction. The terms \& conditions, including the list of materials appearing on the date of e-auction is final and binding on the participant bidders.
2. Kerala Forest Department, the owner/seller, will be hereinafter referred to as 'PRINCIPAL' and 'MSTC Ltd.', the Selling Agent of KERALA FOREST DEPARTMENT will be hereinafter referred to as 'MSTC'. Wherever the word Buyer, Purchaser, Successful Bidder is indicated, it will be referred to as 'Successful Bidder'.
3. Validity of Bids : All bids will be valid for acceptance by MSTC for a period of 7 (Seven) days frorn the date of closing of e-auction, excluding the date of closing. In case the 7th day falls on a holiday or remains closed, for Principal/MSTC, the validity of the bids will be deemed to be automatically extended up to the next working day of Principal/MSTC.
4. Inspection: The intending bidder or his authorized representative may inspect the materials as per the schedule mentioned above, between 10.00 hrs and 17.00 hrs on any working day at the location specified with the prior intimation to the concerned Depot Officer concerned. The interested bidders for inspection have to sign the register kept for the purpose. The detailed descriptions of all lots including annexure, if any, are available at the respective Divisional Forest Office also.
5. The description/quality indicated are furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of items at site. In case the bidders do not prefer to inspect, neither the sale could be invalidated nor the bidder can make any claim/compensation whatsoever on account of any defect in description, deficiency in the quantity. Notwithstanding anything contained in the e-auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on "As is Where is and No Complaint Basis" only. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The Principle of "CAI'EAT EMPTOR" (let the buyer be aware) will apply.
6. Conditional offers will not be accepted/entertained.
7. Lot Formation:

The logs will be sold in lots having the same kind and class of logs. Each such lots should not be more than as detailed below :
(a) Export class teak and rose wood logs - Each lot will contain one log.
(b) All other classes of teak logs - Each lot should not be more than 4 CUM.
(c) All other classes of rose wood logs Each lot should not be more than 4 CUM.
(d) All other logs Each lot should not be more than 8 CUM.
(e) Poles, billets, firewood and other forest produces-As per convenience

The upper limit of lot size may vary depending on site condition in certain cases.
8. Earnest Money Deposit prior to start of the e-auction
(a) EMD amounts as mentioned below have to be deposited to participate in bidding against the following materials :
A. For teak and rose wood- 50,000 .
B. For any other kind of timber- 25,000
C. Any other forest produce- 5,000

The EMD can be remitted either online payment system as mentioned in G.O. (Ms.) No. 11/2013/ITD Dated 10-4-2013 or by DD payable at specified branch of any Nationalized Bank drawn in favour of the concerned Divisional Forest Office by $2 \mathrm{p} . \mathrm{m}$. previous day of the e-auction. The Buyer Registration No. has to be mentioned while paying the EMD. Only the registered customers who will submit the pre bid amount will be able to participate against the respective lots in the e-auction.

If the sale value of bid material is not paid within the specified time period against any of the allotted lot by the H1 bidder, the EMD will be forfeited.
(b) The EMD of the unsuccessful bidder will be returned on the next working day of the completion of e-auction.
(c) The EMD of the successful bidders will be kept with the Principal for adjustment against the sale value of bid lots or for compensating for any loss incurred to the Government as per the conditions noted below in clause No. 14 \& 15.
9. Bid Increment: The minimum bid increment for various materials are as given below:
(a) For rosewood: 500 per cum or multiple of 500 .
(b) For teak: 100 per cum or multiple of 100 .
(c) For other kinds of timber : 25 per cum or multiple of 25.
(d) For first and second class poles of teak : 25 per pole or multiple of 25.
(e) For third and forth class pole of teak: 5 per pole or multiple of 5 .
(f) For fifth class teak poles and Kappukal : 2 per pole or multiple of 2.
(g) For teak and rose wood billets: 50 per MT or multiple of 50 .
(h) For firewood: 10 per MT or multiple of 10 .
(i) For all other forest produce: 10 or multiple of 10 . The materials can be bid only in these minimum increments or a multiple of it.
10. The safe keeping of the materials sold is the responsibility of the Department till the allowed time period as per the conditions of the e-auction. The Department is not responsible for any loss or damage of the materials kept at the depot after the allowed time period as per the conditions of the e-auction. Quality of delivered lots is subject to change due to vagaries of nature.
11. KVAT, FDT, TCS and Other Taxes: KVAT/FDT and other taxes as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this e-auction shall be payable by the successful bidders before taking delivery of materials.
12. Issue of Sale Intimation Letter: Wherever the Highest Bid (H-1 Bid) is acceptable on confirmed basis or 'Subject to Approval' (STA) basis, depending upon the Reserve Price fixed by the Principal immediately on closing of the e-auction, Sale Intimation Letter will be issued automatically by e-mail to the respective Highest Bidder informing him whether his bid has been accepted on confirmed basis or STA basis. Bidders must, therefore, keep a watch on their incoming e-mail in this regard. Principal has the power to accept or reject any highest bid, accepted on STA basis, without citing any reason. The decisions towards acceptance or rejection will be intimated by e-mail to the respective bidders by e-mail.
13. Issuance of Acceptance Letter: Acceptance Letter will be issued for the accepted lots, for making balance payments by the successful bidders and the same will be communicated by e-mail.
14. Remittance of Balance Amount And Removal of Logs:
(a) The successful bidder should remit the payments as per the following manner:
(i) Bid value is equal or less than 50,000 : Full payment after adjusting prebid EMD amount along with applicable KVAT, FDT \& other taxes if any, to be made within five (5) working days from the date of issuance of the Acceptance Letter.
(ii) Bid value more than ` $50,000: 25 \%$ of material value subject to minimum of ' 50,000 is to be made within five (5) working days from the date of issuance of the Acceptance Letter. The balance value after adjusting EMD amount along with applicable VAT, FDT \& Other Taxes if any is to be made within twenty (20) days in case of hardwoods \& within fifteen (15) days in case of softwoods from the date of issuance of the Acceptance Letter.
(iii) The mode of payment is same as that of remittance of EMD.
(iv) If any amount is charged by bank for clearing the DD , the same shall be borne by the bidder himself. If the DD is dishonoured by the bank, the bidder who remitted the DD will be treated as defaulter and necessary actions will be initiated against him as per the law.
(b) If the successful bidder fails to remit the amount as prescribed in the Acceptance Letter within the prescribed time period including penalty period, the bid will be treated as cancelled and all remittance including EMD will be forfeited without giving any notice and the lots will be re-auctioned at the risk and loss of the successful bidder and all the loss incurred because of re-auction will be the responsibility of the defaulter. Loss as mentioned above will be realized from defaulter as per Revenue Recovery Act 1968 or may other relevant Rules in force.
(c) If the last day prescribed for remittance happens to be a public holiday, the amount can be remitted without penalty on the next working day. On remittance of the balance sale value and the taxes applicable, the lots can be removed by the successful bidder as per the conditions of e-auction. The amount remitted within in five days from the date of Acceptance Letter will only be adjusted against the value of $\log$ which would be removed last. The successful bidder will be able to remove all the lots only after he had remitted all the required payments as per the conditions of e-auction.
(d) If anybody fails to remit the payments within 20 days from the issue of acceptance letter as per the conditions of e-auction, he will be, allowed by the Depot Officer/Range Officer to remit the balance amount with an interest of $18 \%$ upto first 10 days. After that he will be allowed to remit the balance amount with an interest $24 \%$ plus $2.5 \%$ surcharge on the interest for next 10 days. After that he will be allowed to remit the balance amount with an interest of $36 \%$ plus $5 \%$ surcharge on the interest for another 10 days. Likewise the depot office can give extension for a total period of 30 days.
(e) In the case of softwood, if anybody fails to remit payments within 15 days, the Depot Officer/Range Officer can extent for another 15 days with an interest of $24 \%$ plus $2.5 \%$ on the interest. After these further extension will not be allowed at any cost.

Above rates are summarized below for the sake of more clarity.
Period Interest rates

Part value of $25 \%$ in first five days from the date of issue of acceptance letter

| 0\% |  |
| :---: | :---: |
| 0\% |  |
| 18\% |  |
| $24 \%$ plus interest part. | $2.5 \%$ surcharge |
| $36 \%$ plus interest part. | $5 \%$ surcharge |
| $24 \%$ plus interest part. | $2.5 \%$ surcharge |

(f) While calculating interest as mentioned in clause (d) \& (e), even for delay for one day interest for 10 days will be levied.
(g) The material will be delivered only to the successful bidder or their authorized representatives against presentation of e-Auction Identity card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall produce suitable Power of Attorney or authorization letter duly attested by a Notary Public authorizing his representative or agent to lift the materials from Principal.
15. Penalty for the defaulters in remitting the balance amount and removing the bids in the specified time.
(a) If any successful bidder fails to remit all the dues within allowed extended time from the date of intimation of acceptance letter, all his bids will be cancelled. Such lots will be re-auctioned at his risk and loss.
(b) If the price fetched in the re-auction is less than the price fetched in the original auction, the difference of bid values in the two auctions, inclusive of all taxes and the expenses in conducting of re-auction will be realized from the defaulter as per Revenue Recovery Act 1968 or any other applicable Act/Rules.
(c) The defaulter will not be entitled for any profit due to the re-auction. Any dispute arising out of the calculation of loss due to the re-auction at the risk and loss of the original bidder will be adjudicated by the Authority appointed for the purpose by Government of Kerala.
(d) If the successful bidder clears all his dues he is allowed to remove logs without paying any ground rent within 60 days in case of hardwood and 40 days in case softwood from the date of Acceptance Letter: He is allowed to remove the materials for any other 40 days paying ground rents at the rates noted below.
(1) Round logs (including softwood) and Sawn timbers - 30 per $\mathrm{m}^{3}$ per 10days.
(2) First and second class teak poles- 3 per pole per 10 days.
(3) Third and forth class teak poles - 2 per pole per 10 days.
(4) Fifth class poles and Kappukal-1 per pole/Kappukal per 10 days.
(5) Teak and rosewood billets - 30 per tonne per 10 days.
(6) Firewood - 15 per tonne per 10 days.
(7) Bamboo- 1 per bamboo per 10 days.
(8) Other forest produces- $1 \%$ of the bid amount for that material per 10 days.

After the lapse of the above said time period the defaulter is not allowed to remove the bid at any cost.
(e) If somebody did not remove the lot even after the above specified period, all the lots will be re-auctioned. The amount of re-auction will be treated as forest deposit after deducting the expense of re-auction and any dues of round rent. Such amount will refunded as and when the defaulter requests. But the defaulter is not entitled for any profit from the re-auction.
16. Other conditions:
(a) If the successful bidder fails to pay his dues as per conditions of e-auction, the default amount will be treated as land tax dues and will be realized from the defaulter as per the existing laws. The Divisional Forest Officer can realize the amount in any other legal method he deems fit.
(b) If the successful bidder fails to pay any dues, all materials/money due to the bidder in any other depot will be withheld. Principal is not responsible for any loss incurred in this regard.
(c) Blacklisted bidders will not be allowed to participate in any e-auctions.
(d) The successful bidders are bound to abide by changes in terms \& conditions of e-auction consequent upon any amendments in the existing Kerala Forest Act, 1961 or extant Rules.
(e) All the litigations related to e-auction will be entertained only in the Courts within the jurisdiction of the Divisional Forest Officer concerned.
17. Principal/MSTC reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this e-auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material of paid for, shall be refundable. PRINCIPAL/MSTC shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the e-auction sale.
18. Principal/MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout cessation of work by labourers, shortened hours, act of god or other causes of other contigencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.
19. Conduct During Delivery : Buyers shall solely be responsible for movement and proper behaviour of their deputies, agents, and labourers within PRINCIPAL premises. If any damage nis caused to the Government property, the buyer is responsible to make good such damage to the satisfaction of PRINCIPAL, and the decision of PRINCIPAL in this regard shall be final and binding.
20. Accidents Etc. To Buyer's Labourer: Principal/MSTC will not any point of time be responsible for any injuries caused due to accident within the premises or at the place of work and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for handling of the goods.
21. Black Listing : If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the e-auction and also indulging in any malpractices either by himself or by his agents, deputies or observer, such bidder are liable to be blacklisted and appropriate action will be taken as deemed fit by PRINCIPAL.
22. In the event of any dispute in connection with this sale, the decision of PRINCIPAL/MSTC shall be final and binding on the parties to the e-auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment or Delivery, bidders shall agree and abode by the decision of PRINCIPAL.
23. No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.
24. The terms and conditions are supplementary to the remedy available under the law.
25. Any auctioned materials shall not be sold or parted with any of the employees of PRINCIPAL/MSTC.
（C）
 Government of Kerala 2014


Regn．No．KERBIL／2012／45073 dated 5－9－2012 with RNI

Reg．No．KL／TV（N）／634／2012－14
கேロช ヘヘロกั̆ KERALA GAZETTE
 PUBLISHED BY AUTHORITY


## PART III

## Forest Department

 விஜைைை

ตைைช์ ๑ఁูว（4）－29243／2013．
2014 अக゙ழSコエชิ 17.










| （C） 1 <br> м๓ฉช |  | றவைแฺ 2014 | พาก๐ฺชิ 2014 |
| :---: | :---: | :---: | :---: |
| （1） | （2） | （3） | （4） |
|  |  |  |  |
| 1 | कృరైmsㄱ్మ ${ }^{\varphi}$ | 19 | 1 |
| 2 |  | ．． | ．． |
| 3 | ๑ைைை | ． | 2 |

# OFFICE OF THE ADDITIONAL PRINCIPAL CHIEF CONSERVATOR OF FORESTS (PROTECTION), THIRUVANANTHAPURAM 

## NOTIFICATION

No. Pro(4)-29243/2013.
17th October 2014.
Following amendments in the buyer specific terms and conditions and special terms and conditions of e-auction of timber, as notified in the Kerala Gazette Vol. III, No. 36 dated 16th September, 2014 (Page 479 to 489), are published.

The paragraph 8.1 of buyer specific terms and conditions appearing on page No. 481 will be replaced by the following text:
"8.1. All intending bidders and buyers for participating in the e-auction will have to register online. They should fill in the relevant details online and pay one time non-refundable registration fee. In case of timber merchant, registration fee is 5,000 (Rupees five thousand only), whereas in case of one time individual buyers, the registration fee is 500 (Rupees five hundred only). However, individual buyers will be able to bid for a maximum of 05 cubic metre of timber."

The paragraph No. 4 of Special terms and conditions at page No. 485, will be replaced by
"4. Inspection: The intending bidder or his authorized representative may inspect the materials as per the schedule mentioned above, between 10.00 hrs and 17.00 hrs on any working day at the location specified with the prior intimation to the concerned Depot Officer concerned. The detailed descriptions of all lots including annexure, if any are available at the respective Divisional Forest Office also."

The paragraph No. 8 (a), 8 (b) \& 8(c) of Special terms and conditions at page No. 486 , will be replaced by
"(a) E.M.D. amounts as mentioned below have to be deposited to participate in bidding against the following materials:
A. For teak and rose wood- 50,000 .
B. For any other kind of timber- 25,000 .
C. Any other forest produce- 5,000 .
E. M. D. can be remitted through online payment system to MSTC by $6 \mathrm{p} . \mathrm{m}$. on the previous day of the auction. The buyer registration number has to be mentioned while paying the E. M. D. For the benefit of bidders not well versed with online transactions, for some initial period, Divisional Forest Officers will entertain receipt of E. M. D. in the form of Demand Draft payable at specified branch of any Nationalized Bank drawn in favour of Divisional Forest Officer concerned, as was done in the old system, by $2 \mathrm{p} . \mathrm{m}$. on the previous day of auction. Only the registered customers who will submit the E. M. D. will be able to participate against the eligible lots in the e-auction. If the sale value of bid material is not paid within the specified time period against any of the bid lot by the H1 bidder, the E. M. D. will be forfeited.
(b) In case of unsuccessful bidders, the E. M. D. will be returned to the bidders by MSTC, if bidder does not intend to participate in upcoming auctions further.
(c) In case of successful bidders, E. M. D. will be remitted to Government Treasury by MSTC on the next working day. This E. M. D. will be adjusted against the sale value and taxes of bid lots of for compensating any loss incurred to the Government as per conditions noted below in clause 14 \& 15."

The paragraphs No. $14 \& 15$ of Special terms and conditions at page No. 487-488, will be replaced by the following text:

## "14. REMITTANCE OF BALANCE AMOUNT AND REMOVAL OF LOGS:

(a) The successful bidder should remit the payments as per the following manner:
(i) $35 \%$ of the bid value, after adjusting E. M. D. already remitted, shall be paid within 7 working days of issuance of acceptance letter.
(ii) Balance value along with applicable VAT, FDT and other taxes if any is to be made within 40 days in case of hard woods and within 15 days in case of softwood from the date of issuance of acceptance letter.
(iii) The mode of payment is through e-treasury of Government of Kerala or DD drawn from a National Bank payable at respective station in favour of Divisional Forest Office or by cash in the respective treasury.
(iv) If any amount is charged by bank for clearing the DD , the same shall be borne by the bidder himself. If the DD is dishonoured by the bank. the bidder who remitted the DD will be treated as defaulter and necessary actions will be initiated against him as per the law and as per sale conditions.
(b) If the successful bidder fails to remit the amount as prescribed in the Acceptance Letter within the prescribed time period including penalty period, the bid will be treated as cancelled and all remittance including E. M. D. will be forfeited without giving any notice and the lots will be re-auctioned at the risk and loss of the successful bidder and all the loss incurred because of re-auction will be the responsibility of the defaulter. Loss as mentioned above will be realized from the defaulter as per Revenue Recovery Act, 1968 or any other relevant Rules in force.
(c) If the last day prescribed for remittance happens to be a public holiday, the amount can be remitted without penalty on the next working day. On remittance of the balance sale value and the taxes applicable, the lots can be removed by the successful bidder as per the conditions of e-auction. The amount remitted within seven days from the date of Acceptance Letter will be adjusted only against the value of log which would be removed last. The successful bidder will be able to remove all the lots only after he had remitted all the required payments as per the conditions of e-auction.
(d) If anybody fails to remit the payments within 40 days for hardwood and 15 days for softwood from the date of issue of acceptance letter as per the conditions of e-auction, he will be allowed by the Depot Officer/Range Officer to remit the balance amount with an interest rate of $18 \%$ up to first one month ( 30 days). After that he will be allowed to remit the balance amount with an interest rate of $24 \%$ plus $2.5 \%$ surcharge on the interest for next one month ( 30 days). After that he will be allowed to remit the balance amount with an interest rate of $36 \%$ plus $5 \%$ surcharge on the interest for another one month ( 30 days). To summarize, in case of hardwood, the Depot Officer will be able to give extension for a total period of three months ( 90 days) subject to realization of penal interest rates and surcharge as mentioned above.
(e) In the case of softwood, if anybody fails to remit payments within 15 days, the Depot Officer/Range Officer can extend for another 15 days with an interest of $24 \%$ plus $2.5 \%$ surcharge on the interest. After these, further extension will not be allowed at any cost.

Above rates are summarized below for the sake of more clarity.

## Period

Part value of $35 \%$ in first seven working days from the date of issue of acceptance letter -
Remaining part value within 40 days for hardwood and within 15 days for softwood, - $0 \%$ from the date of issue of acceptance letter

Delayed payment for remaining part value for first one month (30 days) for hardwood - $18 \%$
Delayed payment for remaining part value for second one month ( 30 days) for hardwood - $24 \%$ plus

Delayed payment for remaining part value for third one month (30 days) for hardwood - $36 \%$ plus

Delayed payment for remaining part value for first 15 days for softwood
$2.5 \%$ surcharge $2.5 \%$ surcharge
on interest part $5 \%$ surcharge on interest part

## Interest rates

$0 \%$$0 \%$$18 \%$- $\quad 24$ \% plus 2.5 \% surcharge on interest part
(f) While calculating interest as mentioned in clause (d) \& (e), even for delay for one day, interest for one month will be levied.
(g) The material will be delivered only to the successful bidder or their authorized representatives against presentation of e-Auction Identity Card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case, the bidder shall produce suitable Power of Attorney or authorization letter duly attested by a Notary Public authorizing his representative or agent to lift the materials from PRINCIPAL.

15. Penalty for the defaulters in remitting the balance amount and removing the bids in the specified time.
(a) If any successful bidder fails to remit all the dues within allowed/extended time from the date of intimation of acceptance letter, all his bids will be cancelled and all remittance made so far including part value paid will be forfeited without giving any notice. Such lots will be re-auctioned at his risk and loss.
(b) If the price fetched in the re-auction is less than the price fetched in the original auction, the difference of bid values in the two auctions, inclusive of all taxes and the expenses in conducting of re-auction and interest, surcharge and ground rent payable from earlier auction will be realized from the defaulter as per Revenue Recovery Act, 1968 or any other applicable Act/Rules.
(c) The defaulter will not be entitled for any profit due to the re-auction. Any dispute arising out of the calculation of loss due to re-auction at the risk and loss of the original bidder will be adjudicated by the Authority appointed for the purpose by Government of Kerala.
(d) If the successful bidder clears all his dues he is allowed to remove logs without paying any ground rent within 40 days in case of hardwood and 40 days in case of softwood from the date of Acceptance Letter. He is allowed to remove the materials for another four months by paying ground rents at the rates noted below.
16. Round logs (including softwood) and Sawn timbers - 100 per $\mathrm{m}^{3}$ for first month.
17. First and second class teak poles - 10 per pole for first month.
18. Third and forth class teak poles - 5 per pole for first month.
19. Fifth class poles and Kappukal - 3 per pole/Kappukal for first month.
20. Teak and rosewood billets - 100 per tonne for first month.
21. Firewood - 50 per tonne for first month.
22. Bamboo - 2 per bamboo for first month.
23. Other forest produces - $1 \%$ of the bid amount for that material for first month.

For the second month double the above rates, for the third month three times the above rate and for the fourth month four times the above rate, will be applicable. A period of less than a month will be treated as full month for the purpose of calculation of ground rent. After the lapse of the above said time period the defaulter is not allowed to remove the bid material at any cost.
(e) If somebody did not remove the lot even after the above specified period, all the lots will be re-auctioned. The amount of re-auction will be treated as forest deposit after deducting the expense of re-auction and any dues of ground rent. Such amount will be refunded as and when the defaulter requests. But the defaulter is not entitled for any profit from the re-auction."


விஜைைைறை

กญைชิ ๑ఁปว.(4)-29243/2013.
2014 ऽக゙๕Sวఎఠி 17.




































 నிยૅமிவைన్రதக.











|  | - | 50,000. |
| :---: | :---: | :---: |
|  | - | 25,000. |
|  | - | 5,000. |



 ఉృก
















 கேைด̆ கழローல்கด)























































































$0 \%$ $18 \%$










 (H2W) anons)ㅓㅓs











































 ஜัท











































 (2ilnัmif





(๘ั้)



 PUBLISHED BY AUTHORITY


## PART III

## Forest Department

## OFFICE OF THE ADDITIONAL PRINCIPAL CHIEF CONSERVATOR OF FORESTS (PROTECTION), THIRUVANANTHAPURAM

## NOTIFICATION

No. $\operatorname{Pro}(4)-26243 / 2013$.
1st August 2015.
The following amendments in Buyer Specific Terms and Conditions (BSTC) and Special Terms and Conditions (STC) of e-auction of timber, as notified in the Kerala Gazette No. 36 Vol. III, Part III 16th September, 2014; Kerala Gazette No. 43, Vol. III, Part IlI dated 4th November, 2014 and Kerala Gazette No. 8, Vol. IV, Part III dated 24th February 2015.

1. The last line in para 8.1 in Buyer Specific Terms and Conditions will be replaced by following text.
"However, individual buyer will be able to bid for maximum of 08 Cubic metre in case of timber or one lot in case of poles of any class."

Paragraph 8.2 is deleted.
2. The following clause will be added in the Special Terms and Conditions of e-auction of timber and other produce in Kerala Forest Department after the para (25) as new condition No. 26.
(26) "Complaints/grievances from bidders regarding c-auction shall be addressed to the Grievance Redressal Committee constituted for the purpose. The Grievance Redressal Committee is authorized to take decisions relating to the grievance or complaints which include cancellation/confirmation of the bid, imposing of any penalty and forfeiture of EMD and matters related thereto.

Complaints of bidders in case of mistakes committed due to erroneous entry during bidding by bidders will be disposed by confirming the lot in question to the complainant by levying the maximum price fetched for the same class of timber during the very same auction $+10 \%$ penalty on the maximum price fetched + taxes applicable in case of one time buyers. If the same class of timber is not available during that auction, maximum price fetched for that particular class in any of the depots of the same division, during last three months from the date of
auction，shall be taken as benchmark．If that is not available the maximum price fetched for that particular class in any of the depots of other timber sales division of the same circle，during the last three months from the date of auction，shall be taken as benchmark．

In case of timber merchants，the penalty to be levied shall be $20^{\circ}$ ．above the maximum price as calculated above．
（Sd．）
Additional Principal Chief
Conservator of
Forests（Protection）．

## 

## 

றறைชิ கృృ．سา．$-4918 / 2015$.
2015 ஜுคைை 28.






 NीШ० கัエMl

| （as） |  | mி®๙ைアコృ |
| :---: | :---: | :---: |
| мறฺช | டவைmley囚 |  |
|  |  |  |










 ఎாிவロ．


 4 จแา．






 msomymoumloleñ
 2． 2 णे कo































 क，م〇，












๔วคคใกั้，

anoplo．
（๙న్）


