



**GIRIJAN COOPERATIVE CORPORATION LIMITED,  
EAST POINT COLONY, VISAKHAPATNAM – 530 017, AP.**

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**OPEN / MANUAL AUCTION FOR SALE OF "GCC CLEAN COFFEE (Graded Coffee Beans) 2017-18"**

**Rc.No.296/2016.Coffee**

**Dt:19.06.2018**

The following quantities of "GIRIJAN" Clean Coffee (Graded Coffee Beans) 2017-18 stored at APFDC, CCW Narasipatnam (GODOWN) will be sold through Open Auctions on **25.06.2018** at Hotel Ilapuram, Gandhi Nagar, Vijayawada.

Date & Time for Open Auctions	On <b>25.06.2018</b> at <b>11.30 A.M.</b> at Hotel Ilapuram, GandhiNagar, Vijayawada.
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E-Lot No.	Mandal	TYPE & GRADE	BULK NO.	Qty. IN KGs	EMD to be paid
1	<b>CTP</b>	Ar.Cherry "PB"	9	1430	@ Rs.1000/- per lot
2	<b>CTP</b>	Ar.Cherry "C"	10	1058	@ Rs.1000/- per lot
3	<b>CTP</b>	Ar.Cherry "BBB"	11	165	@ Rs.1000/- per lot
4	<b>ARK</b>	Ar.Cherry "PB"	13	710	@ Rs.1000/- per lot
5	<b>ARK</b>	Ar.Cherry "C"	14	560	@ Rs.1000/- per lot
6	<b>ARK</b>	Ar.Cherry "BBB"	15	60	@ Rs.1000/- per lot
7	<b>PDR</b>	Ar.Parchment "AA"	16	1665	@ Rs.1000/- per lot
8	<b>PDR</b>	Ar.Parchment "AA"	16	1580	@ Rs.1000/- per lot
9	<b>PDR</b>	Ar.Parchment "AA"	16	1580	@ Rs.1000/- per lot
10	<b>PDR</b>	Ar.Parchment "A"	17	1900	@ Rs.1000/- per lot
11	<b>PDR</b>	Ar.Parchment "A"	17	1900	@ Rs.1000/- per lot
12	<b>PDR</b>	Ar.Parchment "A"	17	1900	@ Rs.1000/- per lot
13	<b>PDR</b>	Ar.Parchment "A"	17	1864	@ Rs.1000/- per lot
14	<b>PDR</b>	Ar.Parchment "A"	17	850	@ Rs.1000/- per lot
15	<b>PDR</b>	Ar.Parchment "PB"	18	1580	@ Rs.1000/- per lot
16	<b>PDR</b>	Ar.Parchment "PB"	18	1580	@ Rs.1000/- per lot
17	<b>PDR</b>	Ar.Parchment "PB"	18	1509	@ Rs.1000/- per lot
18	<b>PDR</b>	Ar.Parchment "B"	19	1900	@ Rs.1000/- per lot
19	<b>PDR</b>	Ar.Parchment "B"	19	1900	@ Rs.1000/- per lot
20	<b>PDR</b>	Ar.Parchment "B"	19	1900	@ Rs.1000/- per lot

21	<b>PDR</b>	Ar.Parchment "B"	19	1800	@ Rs.1000/- per lot
22	<b>PDR</b>	Ar.Parchment "B"	19	807	@ Rs.1000/- per lot
23	<b>PDR</b>	Ar.Parchment "Blacks"	21	525	@ Rs.1000/- per lot
24	<b>ARK</b>	Ar.Parchment "AA"	30	1885	@ Rs.1000/- per lot
25	<b>ARK</b>	Ar.Parchment "AA"	30	1885	@ Rs.1000/- per lot
26	<b>ARK</b>	Ar.Parchment "A"	31	1450	@ Rs.1000/- per lot
27	<b>ARK</b>	Ar.Parchment "A"	31	1450	@ Rs.1000/- per lot
28	<b>ARK</b>	Ar.Parchment "A"	31	1450	@ Rs.1000/- per lot
29	<b>ARK</b>	Ar.Parchment "A"	31	1449	@ Rs.1000/- per lot
30	<b>ARK</b>	Ar.Parchment "PB"	32	1783	@ Rs.1000/- per lot
31	<b>ARK</b>	Ar.Parchment "PB"	32	1600	@ Rs.1000/- per lot
32	<b>ARK</b>	Ar.Parchment "B"	33	1580	@ Rs.1000/- per lot
33	<b>ARK</b>	Ar.Parchment "B"	33	1580	@ Rs.1000/- per lot
34	<b>ARK</b>	Ar.Parchment "B"	33	1580	@ Rs.1000/- per lot
35	<b>ARK</b>	Ar.Parchment "B"	33	1580	@ Rs.1000/- per lot
36	<b>ARK</b>	Ar.Parchment "Blacks"	35	615	@ Rs.1000/- per lot
37	<b>ARK</b>	Ar.Parchment "Bits"	36	159	@ Rs.1000/- per lot
38	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
39	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
40	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
41	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
42	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
43	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
44	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
45	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
46	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
47	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
48	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
49	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
50	<b>CTP</b>	Ar.Cherry "AB"	37	1715	@ Rs.1000/- per lot
51	<b>CTP</b>	Ar.Cherry "PB"	38	1430	@ Rs.1000/- per lot
52	<b>CTP</b>	Ar.Cherry "PB"	38	1425	@ Rs.1000/- per lot
53	<b>CTP</b>	Ar.Cherry "PB"	38	1422	@ Rs.1000/- per lot
54	<b>CTP</b>	Ar.Cherry "C"	39	1462	@ Rs.1000/- per lot
55	<b>CTP</b>	Ar.Cherry "C"	39	1461	@ Rs.1000/- per lot
56	<b>CTP</b>	Ar.Cherry "BBB"	40	700	@ Rs.1000/- per lot
57	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot

58	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
59	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
60	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
61	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
62	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
63	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
64	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
65	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
66	<b>GMD</b>	Ar.Cherry "AB"	41	1982	@ Rs.1000/- per lot
67	<b>GMD</b>	Ar.Cherry "PB"	42	1880	@ Rs.1000/- per lot
68	<b>GMD</b>	Ar.Cherry "PB"	42	1880	@ Rs.1000/- per lot
69	<b>GMD</b>	Ar.Cherry "C"	43	2037	@ Rs.1000/- per lot
70	<b>GMD</b>	Ar.Cherry "BBB"	44	840	@ Rs.1000/- per lot
71	<b>PDR</b>	Ar.Cherry "AB"	45	1650	@ Rs.1000/- per lot
72	<b>PDR</b>	Ar.Cherry "AB"	45	1650	@ Rs.1000/- per lot
73	<b>PDR</b>	Ar.Cherry "AB"	45	1650	@ Rs.1000/- per lot
74	<b>PDR</b>	Ar.Cherry "AB"	45	1650	@ Rs.1000/- per lot
75	<b>PDR</b>	Ar.Cherry "AB"	45	1650	@ Rs.1000/- per lot
76	<b>PDR</b>	Ar.Cherry "PB"	46	1473	@ Rs.1000/- per lot
77	<b>PDR</b>	Ar.Cherry "C"	47	1080	@ Rs.1000/- per lot
78	<b>PDR</b>	Ar.Cherry "BBB"	48	423	@ Rs.1000/- per lot
		<b>Total</b>		<b>118647</b>	

RATE OFFER SHALL BE FOR LOOSE, EX- GODOWN DELIVERY, EXCLUDING ALL TAXES AND INCIDENTALS:

EMD shall be paid @ Rs. 1000/- per each lot through Demand Draft obtained in favour of Girijan Coop. Corporation Ltd., payable at Visakhapatnam. For the convenience of Bidders, GCC receive EMD value by Cash up to 10.50 AM on 25.06.2018 and provide Cash Receipt which shall be mentioned in the Bid Sheet. The sale and other transactions arising out of this Open / Manual auction proceedings shall be subject to the terms and conditions in Annexure- A and appended herewith and binding on the purchaser and shall continue to be in force till the transactions are completely concluded.

The Agencies /Traders participating in Open auction shall abide to Terms and Conditions stipulated. The Terms & Conditions are enclosed herewith.

Sd/-Dr.S.Ashok Kumar,  
GENERAL MANAGER (MKTG)

To

The buyers as per mailing list.

CC: The Divisional Managers of Paderu & Chinthapalli.

CC: The Divisional Manager, APFDC, CCW, Narsipatnam.

ANNEXURE – A



**GIRIJAN COOPERATIVE CORPORATION LIMITED,  
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**TERMS AND CONDITIONS**

**Special Terms and Conditions for Open / Manual auction for Sale of Green Coffee Beans**

**1. MEANINGS :**

- a. **Contract of Sale:** The sale & delivery of Coffee Stocks arising out of these tender proceedings shall be strictly confirmed to the availability of stocks quoted in the tender notice only.
- b. **Time & Date :** Time & Date and place mentioned in the Tender Notice.
- c. **Place of Tender :** Place of tender mentioned in the Tender Notice.
- d. **Usual Official Language :** The medium of language used in tender form.
- e. **Tenderor/ Auctioneer :** An individual/ Regd. Firm/ Regd. Company (or) an authorized Representative of individual/ Regd. Firm/ Regd. Company. However the authorized representative shall produce the relevant proof of disclosing his status.
- f. **Lot :** The entire quantity noted unit-wise Col. 1 in the statement given in the tender notice.
- g. **Corporation :** The Girijan Cooperative Corporation Ltd., Visakhapatnam – 530 017.
- h. **Authorised Representative of the Corporation :** The General Manager (RMD), Girijan Cooperative Corporation Ltd., Visakhapatnam – 530 017.
- i. **Dispute :** The breach of contractual obligation arising out of the tender conditions.
- j. **Sole Arbitrator :** The Vigilance Officer, GCC Ltd., Visakhapatnam or any other officer appointed by the V.C. & Managing Director, Girijan Coop. Corporation Ltd., Visakhapatnam – 530 017.

**2. INSPECTION OF LOT/DATE OF E-AUCTION:** For inspection of materials, the interested Bidders may contact the designated officers on any working day.

**3. SAMPLE OF THE COFFEE BEAN:** Interest buyer can contact the Liaison Officer (GCC) stationed in the Coffee Curing Works, APFDC, Narsipatnam for buying samples of the lots put for sale at the fixed price per sample by GCC, it should also be noted that GCC take guarantees for true representation of the bulk by the samples drawn and the e-auction will be on **“AS IS WHERE IS BASIS”**

4. Seller/GCC reserves right to stop/postpone/cancel the e-auction at any stage without assigning any reason there for.
5. Seller/GCC reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons there for.
6. Seller/GCC reserves 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 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.
7. The e-auction accepting authority of GCC reserves the right either to reject any or all H-1 bids (Highest bid for a particular lot) received in the open auctions without assigning any reason. In this regard the decision of the e-auction accepting authority of GCC 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 at Visakhapatnam only.
8. **Open auction by defaulter or minor or insolvent or blacklisted bidders:** The Bid submitted by a bidder, who owes dues to the Girijan Cooperative Corporation 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 blacklisted, shall be treated as invalid and EMD deposited shall be forfeited to the Girijan Cooperative Corporation.
9. **Coffee Lots Put up for Auction:** The type and grade of Coffee put up for open auction and the quantity or the number of lots to be sold shall be as directed by GCC.
10. **Withdrawal of Lots:** - GCC may at its discretion withdraw all or any lots from the e-auction at any time before the auction is concluded.

#### **11. MODE OF PAYMENT**

All payments shall be made by way of "ACCOUNT PAYEE DEMAND DRAFT" obtained in favour of "GIRIJAN CO-OPERATIVE CORPORATION LIMITED, VISAKHAPATNAM" drawn on any Nationalized Bank and payable at Visakhapatnam only.

GCC will facilitate cash counter at the venue for receipt of EMD by way of Cash up to 10.50 AM on the auction day.

Payment can also be made by NEFT transfer to GCC (A/c Name : "**GIRIJAN COOP CORPORATION LTD COFFEE PROJECT**", A/c No. **133210100035456, ANDHRA BANK, IFSC CODE: ANDB0001332, EAST POINT COLONY BRANCH, VISAKHAPATNAM.**)

NB: Under any circumstances, Cheque / Cash will not be accepted towards the payment of EMD.

## 12. VALIDITY OF OFFERS

- a) The bidders who have participated in the open auction shall be bound by their offers and by these terms and conditions for a period **30 working days** from the date of closing of open auction for confirmation.
- b) However, any period of stay granted by any competent Court shall not count towards this period.
- c) No request for cancellation of submitted bids will be entertained.
- d) In case of breach of this condition, **the EMD** shall be forfeited. In addition to this, the bidders who failed to honor their offer shall bear the loss, if any suffered by GCC. The loss unless made good within fifteen (15) days from the date of dispatch of notice of demand by registered post may be recovered from them as arrears of Land Revenue under any law for the time being in force. 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

$L = OBA - RBA$

Where 'L' is the loss, OBA is Original Bid Amount and RBA is Re-Sale Bid Amount.

**13. Inspection of Samples:** The Coffee put up for auction shall be open to view at CCW Narsipatnam / CHO, Visakhapatnam before the commencement of the auction and this shall alone be the basis of the contract and not the description of the Coffee given in the Sale notice. The sale of coffee beans will be on "**AS IS WHERE IS BASIS**".

The open auction will be conducted lot wise. The range of bidding shall be in multiples of Rupees **5** (Five) per **50** Kgs unit and bids which do not conform to this condition will be rejected

## 14. Rejection of Bids:

- a) The Seller does not bind himself to accept the highest bid or any bid. He is not bound to assign any reasons for his decision and his decision shall be final and conclusive.
- b) When a buyer has tendered his bid for more than one lot and such bids are accepted, then the tender of acceptance of bid in relation to each lot shall be an independent contract, the breach of fulfillment of which shall be dealt with accordingly.
- c) The date of sale for the purpose of these conditions shall be the date on which the acceptance /confirmation letter is issued by GCC.

## 15. PROCESS OF AUCTION:

- a) Auction will be held first at the place, date and time mentioned immediately after the auction proceedings are over, the tender will be opened at the time indicated in Annexure-B by the authorized representative or any other officers of the Corporation authorized specially or generally for the purpose when the authorized representative of Corporation is not available on the day of opening tender.
- b) All the parties or their authorized representatives shall be present 15 minutes before the time specified for conducting auction for opening of tenders.

NB: Only the parties who pay the Earnest Money Deposit will be allowed in the Auction Hall

#### **16. APPLICATION OF TAXES :**

- a) Income Tax is applicable under 206 C, Tax shall be collected at Source (TCS) at prevailing rate on the total stock value of stocks sold in tender/ auction
- b) Any other taxes/ statutory liability on sale shall be paid by the successful tenderor(s).
- c) The price quoted shall be per 50 kg basis for the entire quantity of the lot and which is exclusive of all applicable taxes GST if any, payable and the evaluation, finalization of bids received shall be made on the basis of the highest price quoted by the bidders for the lot.

#### **17. ISSUANCE OF SALE ORDER/ACCEPTANCE LETTER/CONFIRMATION ORDER:**

- a) The sale Confirmation order/Acceptance letter will be issued by the competent authority of GCC.
- b) It is to be noted that “No payment by any third party on behalf of the successful bidder / bidders shall be accepted”. Further, the successful bidder cannot transfer the offer awarded to him / her.
- c) In case of deviation open auction conditions, the offers shall be cancelled besides forfeiting the deposit amounts and imposing penalty.
- d) In case any successful fails to fulfill this condition, the EMD paid by him shall be forfeited by Seller and he shall have no right what so ever on the e-auction Lot of Coffee or Lots of Coffee for which he was declared as the successful bidder and the open auction Lot of Coffee or Lots of Coffee will be resold at his risk and the loss, if any, will be recovered as arrears of land revenue. He will not be entitled to claim any excess amount that may be realized on such re-sales.
- e) The date of sale shall be the date on which sale order/ acceptance letter/ confirmation order is given by the seller for the purpose of making payment, delivery and other charges.

#### **18. WITHDRAWAL OF OFFERS ETC**

The bidder quoted rates in open auction is final and shall be binding on him.

#### **19. Security Deposit:**

The buyer whose offer is accepted shall have to pay the Security Deposit for an amount equal to 25% of the sale amount within (10) days of the sale excluding the date of sale, in the form of Demand Draft drawn on any Nationalized Bank in favour of “Girijan Cooperative Corporation Limited” payable at Visakhapatnam or through RTGS/NEFT for as per condition No.17 (e) in the following account.

S No.	Bank Name	Account number	IFSC Code	Branch Name
1.	Andhra Bank	1332 101 000 35456	ANDB0001332	East Point Colony

The Security deposit will be adjusted in the final payment.

## **20. Balance Sale Amount**

Upon the acceptance of any bid, after payment of Security Deposit as per condition No.19, the successful bidder shall make the balance payment of 75% for the produce and take delivery within (21) days excluding the date of sale, paying the entire value of the Coffee beans along with applicable taxes in the form of Demand Draft drawn on any Nationalized Bank in favour of "Girijan Cooperative Corporation Limited" payable at Visakhapatnam or through RTGS/NEFT in the following account.

S No.	Bank Name	Account number	IFSC Code	Branch Name
1.	Andhra Bank	1332 101 000 35456	ANDB0001332	East Point Colony

The bidder shall also pay transaction of @0.25% plus service tax/GST on the traded value of coffee beans which is to be passed on to GCC after the conclusion of the sale / delivery.

## **21. Consequences of Non-Payment**

- a) In the event of the buyer, failing to the balance 75% payment within the time stipulated in condition No.39, an extension of further six (6) days may be allowed by the General Manager (RMD), GCC, Visakhapatnam at the request of the buyer in writing in which case the buyer shall pay interest @ 18% p.a. on the amount due from 22<sup>nd</sup> day up to and including the date of payment.
- b) In the event of the buyer failing to make the payment within (27) days excluding the date of sale, the VC&MD, GCC, Visakhapatnam on being satisfied that the default of the buyer is not willful and it is not due to speculative reasons, may extend time for payment of balance sale amount for another six (6) days, by levying a penal interest @ 18% p.a. on the balance sale amount. No further extension of time beyond this will be granted for what so ever may be the reason.
- c) In the event of the buyer failing to make the payment within (33) days of issue of sale acceptance / confirmation letter by GCC excluding the day of sale, including the consideration at the level of the Vice-Chairman & Managing Director, GCC, Visakhapatnam, the Security Deposit paid by the bidder shall be forfeited to GCC. Further GCC shall be entitled to sell the produce on or after the 33<sup>rd</sup> day of issue of sale acceptance / confirmation letter by GCC, excluding the date of sale notifying the buyer by pasting of a notice of re-sale on the Notice Board of the office of the VC&MD, GCC, Visakhapatnam and in such case the buyer shall be liable for any loss occasioned by the re-sale but shall not be entitled to the profit if any. Such resale will be conducted as far as possible on the same terms and conditions as are applicable to the original sale.
- d) It shall not be incumbent upon the GCC to disclose at the time of re-sale that the produce in question is offered for sale under default.

## **22. Objection as to Quality**

- a) In the event of any dispute arising between the seller and the buyer in respect of the **quality of Coffee Beans** the same shall be settled by an Arbitrator appointed by both the parties whose decision shall be final and binding. There



shall be no arbitration whatsoever in respect of any other matter other than the one specified.

- b) No objection on the part of the buyer with regard to quality shall be entertained unless notice in writing shall have been given to GCC within (27) days of issue sale acceptance/confirmation letter by GCC excluding the date of sale.
- c) Before lodging any objection regarding quality, one third of the value of the coffee in question with reference to the accepted offer shall have to be paid by the buyer within the due date. No interest shall be paid on this amount. Delivery shall be taken within one week from the date on which the Arbitrators pass their award. The price or such part of it as may remain unpaid shall be paid by the buyer before he claims delivery of the coffee. If the case is decided against the buyer he shall pay (i) interest at 18% per annum from the due date till the date of payment and (ii) insurance and godown charges on coffee at the prescribed rates from the 28<sup>th</sup> day (excluding the date of sale) till the date of taking delivery. The prescribed rates of godown rent chargeable are :

- |   |                         |
|---|-------------------------|
| 1. Till the last date for taking delivery<br>i.e., 27 days from the date of sale. | No charges              |
| 2. From 28 <sup>th</sup> day (excluding the date Of sale)<br>for the next 60 days | Rs.6.00/Metric ton/Day  |
| 3. For the next 30 days   | Rs.7.50/Metric ton/Day  |
| 4. Thereafter   | Rs.10.00/Metric ton/Day |

If the case is decided in favour of the buyer, and he is given an allowance on the price, no interest and other charges will be levied provided he takes delivery of the coffee within one week of the award.

- d) The buyer may, if required, apply for samples of the coffee purchased by him to the VC&MD, GCC, Visakhapatnam and obtain orders thereon and take the samples from the curing unit at Narispatnam either personally or through an authorized agent after payment of the prescribed value. Samples will not be sent by post.

Samples of coffee will not be available for issue to the buyers as aforesaid after three days of the due date for making payment for the coffee declared to them.

- e) In no case shall objection regarding quality be entertained after removal of the coffee from the godowns of the Coffee Curing Works, Narsipatnam.

### **23. Delivery of Coffee**

- a) The buyer shall make final payment through DD in favour of "Girijan Cooperative Corporation Limited, Visakhapatnam" or through RTGS/NEFT for the quantity plus service tax/GST on the traded value of coffee beans. At the time of his taking delivery, the coffee will be weighed and his account will be adjusted on the basis of the weight so ascertained. If he fails to pay and apply for delivery before the

expiry of the 27<sup>th</sup> day (from issue of sale acceptance/confirmation letter by GCC excluding the day of sale) Clauses 42 (b) (c) and (e) herein shall apply. If the buyer within the time stipulated therein, apply in writing that the coffee sold to him be first weighed, the same shall be done and the coffee set apart ex-sale. The buyer shall pay immediately for weight, which have been established and take delivery. If he however fails to pay and take delivery, the coffee will be moved and stacked at his risk and expenses, separately at the Coffee Curing Works godown. It will be re-weighed at buyers' expenses at the time of clearance to establish any gain or loss in weight and the buyer shall be responsible for charges connected with any weighment. All expenses incurred viz., weighment, moving and stacking such pre-weighed coffee inside the godown, etc, should be paid by the buyer.

- b) The buyer shall on payment of full sale value, remove the coffee sold to him within twenty seven days of issue sale acceptance/confirmation letter by GCC excluding the date of sale
- c) In the event of the buyer failing to do so, GCC may continue to store the coffee till such time as they wish and arrange for its insurance after the twenty seventh day for the full period of storage and GCC will not be responsible for any shortage, deterioration in the quality of the coffee. Insurance shall only be for customary risks as per GCC policy and the GCC shall not be responsible for any loss beyond that covered under such policies of insurance.
- d) In the event of the buyer failing to remove the coffee before the expiry of the twenty seventh day as required by clauses 42 (a) above, and consequently GCC is obliged to retain the coffee, GCC shall weigh the coffee and set apart for the buyer either in the Coffee Curing Works godowns or elsewhere according to their conveniences, and the buyer be bound to pay while removing the coffee such insurance premium, if any, and godown rent and other charges as may be levied by the GCC for the period from 28<sup>th</sup> day of sale till date of removal of coffee. The godown rent charges as specified in clause 41 © and insurance charges will be as per the Insurance Policy under operation during the period of transaction for the Coffee sold.
- e) If upon payment of the price within the time stipulated above GCC for any reason, finds it impracticable to deliver the coffee to the buyer simultaneously, he may do so within the next three days at the maximum, in such an event, no godown rent and insurance premium shall be chargeable to the buyer for the said period of three days.
- f) Notwithstanding anything contained in these conditions, the property of the Coffee sold shall not pass to the buyer until after he has paid the full sale value along with taxes and the coffee sold to him is weighed and set apart for delivery to him.
- g) (i) Within the state:

The Purchaser shall pay GST on the sale amount as per the provisions of APVAT Act, 2017 and Rules made there under and as amended from time to time.

#### **24. Destruction or Damages of coffee seed**

Notwithstanding anything contained in :

(i)(a) Price

(b) Insurance /Godown Charges

(c) Delivery

(d) Other Conditions, and

(ii) The provisions of the sale of Goods Act in regard to passing of property, the GCC shall not, in the event of loss / damage caused to coffee godowns by fire, floods, strike, riot, civil commotion, terrorist / extremist activities or any other cause beyond the control of the GCC, whether such destruction / damage occurred before or after payment of the price / appropriation of goods be liable to delivery of coffee in species, and the buyer shall be bound to accept in full satisfaction of all his claims so much only of the amount realized by the GCC from the underwriters / Insurance / Company in respect of such coffee so destroyed / damaged amount being calculated proportionately to the total quantity of coffee insured / underwritten and the amount realized in that behalf by the GCC.

#### **25. Deterioration of Coffee between date of sale and date of delivery:**

GCC shall not be liable for the consequences of any deterioration in the quality of the coffee between the date of sale and the date of removal of the coffee due to climatic conditions.

#### **26. Penalties for Defaulters:**

If the buyer contravenes any of the foregoing conditions or if he fails to fulfill his obligations to GCC in the matter of sales effected by it, then it shall be competent for Vice-Chairman & Managing Director, GCC, Visakhapatnam to forfeit to GCC the security deposit lying to his credit whether in cash or otherwise and to withhold or adjust the same or any part of it towards satisfaction of the claims of the GCC against the buyer, in addition to taking further action of blacklisting the firm or enforcing other remedies such as enforcement of L.R.R. Act to which GCC is entitled.

#### **27. Jurisdiction for suits and Proceedings**

In respect of all matters arising out of pertaining to this auction whether by way of breach of contract or in any other matter the cause of action shall be deemed to have arisen only at Visakhapatnam wherein the principal office of GCC is situated, and in no other place. All suits and proceedings pertaining to the aforesaid shall be instituted only in courts having territorial jurisdiction over Visakhapatnam and no other.

**28. Payment of sale amount and delivery:**

When the last date of payment of sale amount through Bank falls on Holiday, the immediate next working day of the Bank will be permitted for making payment without any penalty. Similarly, if the last date for taking delivery of coffee beans falls on holiday, it will be permitted to take delivery on the immediate next working day without any penalty/ground rent.

**29. Working Hours for taking Delivery**

The delivery of coffee beans from Coffee Curing Works, Narsipatnam will be allowed from 08.00 AM to 05.00 PM only on all working days.

**30. Responsible for damage of the Property of GCC**

The purchaser should not cause any damage to the property of GCC Ltd. while transporting the coffee beans and for any damage/loss in any manner caused by the Purchaser or by their authorized representative or labourers, the Purchaser will be held responsible and necessary recovery will be made from the Purchaser