



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

Phones : 0891-2796461,2553163
Fax Nos. 0891-2822119/2796345

E.Mail : apgirijan1956@gmail.com
Website: www.apgirijan.com

**AUCTION CUM TENDER FOR DISPOSAL OF "GIRIJAN" MYROBALANS (EXPECTED STOCK)
2018-19 SEASON**

Rc.370/2018 M.1

Date:07.01.2019

The following quantities of "GIRIJAN" MYROBALANS (Expected Stock) 2018-19 season will be sold through auction – cum – tenders on **12.01.2019**. Traders/firms can submit sealed tenders to Corporate Head Office, GCC Ltd., Visakhapatnam or participate E-auctions of MSTC or in both. Sealed tenders will be opened after receipt of e-auction Bid Sheet from MSTC

Last Date and Time for receipt of Tenders	On 12.1.2019 up to 12.00 Noon. at Visakhapatnam
Date & Time of E-auction through MSTC	On 12.01.2019 from 1.00 PM to 5.00 PM

Sealed Tenders shall be sent by Registered Post / Speed Post / Courier or in person to reach Corporate Head Office, GCC Ltd., Visakhapatnam before 12.00 Noon on **12.01.2019**

Lot. No	Name of the Center	Qty. in Quintals	EMD to be paid along with Tender
(1)	(2)	(3)	(4)
02.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
03.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
04.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
05.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
06.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
07.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
08.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
09.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
Total:		4000.00	

RATE QUOTED SHALL BE EXCLUSIVE OF TAXES PAYABLE AS PER TAX LAWS IN FORCE:

The parties/Firms interested to purchase stocks shall file the tenders in annexure B appended herewith along with EMD in respect of delivery point as indicated above in column No.4 in sealed cover super scribed (Tender for purchase of "GIRIJAN" Myrobalans (Expected stock) 2018-19 season either in person or through speed post courier service.

The sale and other transactions arising out of this auction cum short tender proceedings shall be subject to the terms and conditions in Annexure – A appended herewith and binding on the purchaser and these terms and conditions shall continue to be in force till the transactions are completely concluded. The successful Tenderor shall have to execute **Sale Agreement.**

General Manager (Mktg.)

To

The buyers as per mailing list

CC : Divisional Manager, GCC, Seethampeta/ Paderu/ Chinthapalli/ Parvathipuram / Rampachodavaram/ Srisailam/ Tirupathi/ Chintoor

CC: The Manager /In-charge, Central Godowns, GCC Ltd., Vemulavalasa..

ANNEXURE - B

**THE GIRIJAN COOPERATIVE CORPORATION LIMITED:: VISAKHAPATNAM - 17
TENDER FOR PURCHASE OF "GIRIJAN" MYROBALANS (EXPECTED STOCKS) 2018-19 SEASON**

1. Place of Tender

Corporate Head Office, Girijan Coop.
Corp.Ltd., East Point Colony,,
VISAKHAPATNAM – 530017

2. Last date and time for receipt of tender

: **12.01.2019** Upto 12.00 Noon at GCC,Visakapatnam

3. Date & time for conduct of e- auction

: **12.01.2019** at 1.00 PM to 5.00 PM through MSTC

FROM :	TO :
	VC & MANAGING DIRECTOR,GIRIJAN COOP. CORPN. LTD., EAST POINT COLONY, VISAKHAPATNAM – 530 017.

Sir,

In pursuance of the auction cum short tender notice Rc.370/2018/M.1 dated .01.2019 I/We have gone through the terms and conditions given in Annexure - A appended to it and I/We abide by the same.

I/We offer the following rate for the purchase of the following quantities.

Lot No.	Pooling centre	Qty. put to sale in quintals	Rate offered per qtl., loose, ex. Godown delivery, GST as applicable and all other incidentals etc., TCS will be extra as specified in Annexure- A
02.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
03.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
04.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
05	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
06	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
07	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
08	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
09	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)

I, -----S/o -----residing at ----- (full postal address) offering the rate (s) on my own behalf / on behalf of M/s ----- (Name and full postal address) in the Capacity of the Proprietor / Partner / authorized agent. The letter of authority duly signed by the dealer on whose behalf of this tender is enclosed herewith.

The Demand Draft bearing No., ----- dated ----- for Rs. ----- (Rupees ----- only drawn in favour of the GIRIJAN COOPERATIVE CORPORATION LIMITED, ----- (Name of the Bank) payable at VISAKHAPATNAM towards Earnest Money Deposit (EMD) is also enclosed herewith.

ADDRESS OF THE PARTY / FIRM

Phone No. :

Fax No. :

Grams :

SIGNATURE OF THE TENDERER



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

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Website: www.apgirijan.com

**AUCTION CUM TENDER FOR DISPOSAL OF "GIRIJAN" MARKING NUTS (EXPECTED STOCK)
2018-19 SEASON**

Rc.369/2018 M.1

Date:07.01.2019

The following quantities of "GIRIJAN" MARKING NUTS (Expected Stock) 2018-19 season will be sold through auction – cum – tenders on **12.01.2019**. Traders/firms can submit sealed tenders tot Corporate Head Office, GCC Ltd., Visakhapatnam or participate E-auctions of MSTC or in both. Sealed tenders will be opened after receipt of e-auction Bid Sheet from MSTC

Last Date and Time for receipt of Tenders	On 12.1.2019 up to 12.00 Noon. at Visakhapatnam
Date & Time or E-auction through MSTC	On 12.01.2019 from 1.00 PM.to 5.00 PM

Sealed Tenders shall be sent by Registered Post / Speed Post / Courier or in person to reach Corporate Headl Office, GCC Ltd., Visakhapatnam before 12.00 Noon on **12.01.2019**

lotl. No	Name of the Center	Qty. in Quintals	EMD to be paid along with Tender
(1)	(2)	(3)	(4)
03.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
04.	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
05	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
06	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
07	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
08	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
09	Central Godowns, Vemulavalasa	500.00	Rs.100.00 per qtl
Total:		3500.00	

RATE QUOTED SHALL BE EXCLUSIVE OF TAXES PAYABLE AS PER TAX LAWS INFORCE:

The parties/Firms interested to purchase stocks shall file the tenders in annexure B appended herewith along with EMD in respect of delivery point as indicated above in column No.4 in sealed cover super scribed (Tender for purchase of "GIRIJAN" Marking Nuts (Expected stock) 2018-19 season either in person or through speed post courier service.

The sale and other transactions arising out of this auction cum short tender proceedings shall be subject to the terms and conditions in Annexure – A appended herewith and binding on the purchaser and these terms and conditions shall continue to be in force till the transactions are completely concluded. The successful Tenderor shall have to execute **Sale Agreement.**

General Manager (Mktg.)

To

The buyers as per mailing list

CC : Divisional Manager, GCC, Seethampeta/ Paderu/ Chinthapalli/ Parvathipuram / Rampachodavaram/ Srisailam/ Tirupathi/ Chintoor

CC: The Manager /In-charge, Central Godowns, GCC Ltd., Vemulavalasa..

ANNEXURE - B

**THE GIRIJAN COOPERATIVE CORPORATION LIMITED:: VISAKHAPATNAM - 17
TENDER FOR PURCHASE OF "GIRIJAN" MARKING NUTS (EXPECTED STOCKS) 2018-19 SEASON**

1. Place of Tender

Corporate Head Office, Girijan Coop.
Corpn.Ltd., East Point Colony,,
VISAKHAPATNAM – 530017

2. Last date and time for receipt of tender

: **12.01.2019** Upto 12.00 Noon at GCC,Visakapatnam

3. Date & time for conduct of e- auction

: **12.01.2019** at 1.00 PM to 5.00 PM through MSTC

FROM :	TO :
	VC & MANAGING DIRECTOR,GIRIJAN COOP. CORPN. LTD., EAST POINT COLONY, VISAKHAPATNAM – 530 017.

Sir,

In pursuance of the auction cum short tender notice Rc.369/2018/M.1 dated .01.2019 I/We have gone through the terms and conditions given in Annexure - A appended to it and I/We abide by the same.

I/We offer the following rate for the purchase of the following quantities.

Lot No.	Pooling centre	Qty. put to sale in quintals	Rate offered per qtl., loose, ex. Godown delivery, GST as applicable and all other incidentals etc., TCS will be extra as specified in Annexure- A
03.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
04.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
05.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
06.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
07.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
08.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
09.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)

I, -----S/o -----residing at ----- (full postal address) offering the rate (s) on my own behalf / on behalf of M/s ----- (Name and full postal address) in the Capacity of the Proprietor / Partner / authorized agent. The letter of authority duly signed by the dealer on whose behalf of this tender is enclosed herewith.

The Demand Draft bearing No., ----- dated ----- for Rs. ----- (Rupees ----- only drawn in favour of the GIRIJAN COOPERATIVE CORPORATION LIMITED, ----- (Name of the Bank) payable at VISAKHAPATNAM towards Earnest Money Deposit (EMD) is also enclosed herewith.

ADDRESS OF THE PARTY / FIRM

--

Phone No. :

Fax No. :

Grams :

SIGNATURE OF THE TENDERER



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

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Website: www.apgirijan.com

AUCTION CUM TENDER FOR DISPOSAL OF "GIRIJAN" NARAMAMIDI BARK (EXPECTED STOCK) 2018-19 SEASON

Rc.371/2018 M.1

Date:07.01.2019

The following quantities of "GIRIJAN" NARAMAMIDI BARK (Expected Stock) 2018-19 season will be sold through e auction – cum – tenders on **12.01.2019**. Traders/firms can submit sealed tenders tot Corporate Head Office, GCC Ltd., Visakhapatnam or participate E-auctions of MSTC or in both. Sealed tenders will be opened after receipt of e-auction Bid Sheet from MSTC.

Last Date and Time for receipt of Tenders	On 12.1.2019 up to 12.00 Noon . at Visakhapatnam
Date & Time or E-auction through MSTC	On 12.1.2019 from 1.00 PM.to 5.00 PM

Sealed Tenders shall be sent by Registered Post / Speed Post / Courier or in person to reach Corporate Headl Office, GCC Ltd., Visakhapatnam before 12.00 Noon on **12.01.2019**

Sl. No	Name of the Center	Qty. in Quintals	EMD to be paid along with Tender
(1)	(2)	(3)	(4)
01.	Central Godowns, Vemulavalasa	500.00	Rs.250.00 per qtl
02.	Central Godowns, Vemulavalasa	500.00	Rs.250.00 per qtl
03.	Central Godowns, Vemulavalasa	500.00	Rs.250.00 per qtl
04.	Central Godowns, Vemulavalasa	500.00	Rs.250.00 per qtl
05.	Central Godowns, Vemulavalasa	500.00	Rs.250.00 per qtl
06.	Central Godowns, Vemulavalasa	500.00	Rs.250.00 per qtl
Total:		3000.00	

RATE QUOTED SHALL BE EXCLUSIVE OF TAXES PAYABLE AS PER TAX LAWS INFORCE:

The parties/Firms interested to purchase stocks shall file the tenders in annexure B appended herewith along with EMD in respect of delivery point as indicated above in column No.4 in sealed cover super scribed (Tender for purchase of "GIRIJAN" Naramamidi Bark (Expected stock) 2018-19 season either in person or through speed post courier service.

The sale and other transactions arising out of this auction cum short tender proceedings shall be subject to the terms and conditions in Annexure – A appended herewith and binding on the purchaser and these terms and conditions shall continue to be in force till the transactions are completely concluded. The successful Tenderor shall have to execute **Sale Agreement**.

General Manager (Mktg.)

To

The buyers as per mailing list

CC : Divisional Manager, GCC, Seethampeta/ Paderu/ Chinthapalli/ Parvathipuram / Rampachodavaram/ Srisailam/ Tirupathi/ Chintoor

CC: The Manager /In-charge, Central Godowns, GCC Ltd., Vemulavalasa..

ANNEXURE - B

**THE GIRIJAN COOPERATIVE CORPORATION LIMITED:: VISAKHAPATNAM - 17
TENDER FOR PURCHASE OF "GIRIJAN" NARAMAMIDI BARK (EXPECTED STOCKS) 2018-19 SEASON**

1. Place of Tender

Corporate Head Office, Girijan Coop.
Corpn.Ltd., East Point Colony,,
VISAKHAPATNAM – 530017

2. Last date and time for receipt of tender : **12.01.2019** Upto 12.00 Noon at GCC,Visakapatnam

3. Date & time for conduct of e- auction : **12.01.2019** at 1.00 PM to 5.00 PM through MSTC

FROM :	TO :
	VC & MANAGING DIRECTOR,GIRIJAN COOP. CORPN. LTD., EAST POINT COLONY, VISAKHAPATNAM – 530 017.

Sir,

In pursuance of the e. auction cum short tender notice Rc.371/2018/M.1 dated .01.2019 I/We have gone through the terms and conditions given in Annexure - A appended to it and I/We abide by the same.

I/We offer the following rate for the purchase of the following quantities.

Sl. No.	Pooling centre	Qty. put to sale in quintals	Rate offered per qtl., loose, ex. Godown delivery, GST as applicable and all other incidentals etc., TCS will be extra as specified in Annexure- A
01	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
02.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
03.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
04.	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
05	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)
06	Central Godowns, Vemulavalasa	500.00	Rs. (Rupees only)

I, -----S/o -----residing at ----- (full postal address) offering the rate (s) on my own behalf / on behalf of M/s ----- (Name and full postal address) in the Capacity of the Proprietor / Partner / authorized agent. The letter of authority duly signed by the dealer on whose behalf of this tender is enclosed herewith.

The Demand Draft bearing No., ----- dated ----- for Rs. ----- (Rupees ----- only drawn in favour of the GIRIJAN COOPERATIVE CORPORATION LIMITED, ----- (Name of the Bank) payable at VISAKHAPATNAM towards Earnest Money Deposit (EMD) is also enclosed herewith.

ADDRESS OF THE PARTY / FIRM

--

Phone No. :

Fax No. :

Grams :

SIGNATURE OF THE TENDERER

ANNEXURE – A
THE GIRIJAN COOPERATIVE CORPORATION LTD; VISAKHAPATNAM – 530 017
TERMS AND CONDITIONS

**FOR DISPOSAL OF MINOR FOREST PRODUCE/AGRICULTURAL PRODUCE
TO BE PROCURED ON FORWARD SALE SUBJECT TO PROCUREMENT OF STOCKS**

1. Meanings:-

- (a) **Forward Contract Sale:-**The sale & delivery of MFP / AP stocks arising out of these tender proceedings shall be strictly subject to procurement and availability of stocks quoted in the particular unit / area in the season mentioned in the tender notice only.
- (b) **Time & Date:-** Time & Date and Place mentioned in the Tender Notice.
- (c) **Place of Auction-cum-Tender:-** Place mentioned in the Auction-cum-tender notice
- (d) **Annexure-B:-** The prescribed tender form which shall be filled in fully and by the tenderer or his authorised representative with written proof of authorization.
- (e) **Usual Official Language:-** The medium of language used in tender form.
- (f) **Tenderer / Auctioneer:-** An individual / Firm / Company / Organisation / Society (or) an authorised Representative of individual / Firm / Company / Organisation / Society.
- (g) **Lot:-** The entire quantity noted unit-wise/pooling centre-wise in the tender notice.
- (h) **Buyer:-** The successful tenderer includes principal buyer of stocks.
- (i) **Corporation:-** The Girijan Cooperative Corporation Ltd., Visakhapatnam - 530 017.
- (j) **Authorised Representative of the Corporation:-** The General Manager (Mktg.) of the Corporation or an Officer appointed for the time being for the purpose by the Vice Chairman & Managing Director of the Corporation.
- (k) **Dispute:-**The breach of contractual obligation arising out of the tender conditions.
- (l) **Sole Arbitrator:-** The V.C. & Managing Director of the Corporation or his nominee.

2. Submission of Tenders:-

- (a) Tender(s) will be received on all working days upto the last time & date at the place indicated in the Tender Notice.
- (b) The sealed covers containing the tender schedule given in Annexure-B shall be addressed to the authorised representative of the Corporation and shall be subscribed as "TENDER FOR PURCHASE OF..... (Name of the Commodity to be specified) ON FORWARD SALE BASIS"
- (c) Tender(s) shall be filled in Annexure-B only (enclosed). All columns shall be filled in full, with clear terms and in usual official language only.
- (d) The sealed tender(s) (in Annexure-B) shall be signed & presented either by the intending tenderer(s) or through his / her / their authorized representative(s), with written proof, in person or by Regd.Post / Speed Post / Courier so as to reach the authorised representative of the Corporation within the time & date.
- (e) The tender(s) received upto the last time & date and at the place indicated in the tender notice shall only be taken into consideration for opening in the presence of the tenderers / their authorized representative (s) present at the time prescribed for opening of the Tender in Annexure-B.
- (f) Tender(s) received after the last date & time noted in the tender notice due to post/telegraph lapses or for any other reason shall not be entertained under any circumstances and the Corporation is not responsible for such delayed receipt of tender(s) or lost in transit.
- (g) Tender(s) are valid for a period of 15 days or for such extended period from the date of its submission or till the orders canceling the tenders issued which ever is earlier.

3. Capacity of Parties:-

- (a) The tenderer shall be a competent person under law to execute / enforce an agreement.
- (b) The Firm/Company/Organisation/Society shall be registered under the appropriate law and the registration shall invariably be in force during the period of contract.
- (c) In case of tenderer represented by his agent / authorized representative / third party the person so represented on his behalf shall be authorized to submit the tender. The written authorization obtained on official letter head, with seal if any, from the tenderer himself or a responsible person of representing the tenderer who shall be competent to give such authorization under the deed/memorandum/bye-laws etc. shall be furnished along with the tender.
- (d) The tenderer/bidder shall disclose his permanent personal address of Residence and / or address of Regd. Office. with Phone / Fax numbers.
- (e) No tenderer found insolvent or convicted in any charge by the Court or involves in any dispute with the Corporation in past/present is entitled to participate in the tender(s).

4. Documents to be furnished

- (a) The tenderer shall furnish duly filled in original Annexure-B which accompanied with the prescribed payment of EMD.

- (b) In case of tenderer is a Firm/Company/organization/society the certified/attested copy of partnership deed / memorandum & articles of association / bye-laws etc. shall be furnished along with tender form.
- (c) A copy of proof of residence/existence ie., Panchayat / Municipal Tax Receipt, PAN, GST No. shall be furnished.
- (d) The tenderer shall furnish financial statements for past 3 years preceding to this year.

5. Quotation Rate:-

- (a) The rate offered shall be per quintal, loose, ex-godown delivery at the place indicated at Col.2 in the statement given in tender notice.
- (b) The rate offered in the tender must be written in words also and the corrections if any shall clearly be attested.
- (c) The rates quoted against the tender quantities shall be valid so long as the tender validity period is subsisting and the tenderer is prevented from reducing his offer for any reason, provided the Corporation shall be at liberty to negotiate for higher rate than what is quoted by him.

6. Payment of Earnest Money Deposit:-

- (a) The EMD shall be paid along with the tender form for the sum indicated in the tender notice for the quantity specified & noted against each unit.
- (b) In case of any tenderer wants to participate in tenders as well as in the auction, he may present the demand draft in the office when tenders are scheduled to be opened and well before the auction is held.
- (c) On production of EMD in full only, the tenderer is permitted to participate in auction-cum-tender.
- (d) The EMD paid by the successful tenderer will be returned if the tenderer furnishes Bank Guarantee for the full Security of 15% at the time of concluding agreement.
- (e) The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.
- (f) The EMD shall be forfeited if the tenderer either modifies or withdraws his tender within the tender validity period.

7. Mode of Payment:-

- (a) 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 Nationalised Bank and payable at Visakhapatnam or can be transferred through online in TO GIRIJAN COOPERATIVE CORPORATION ACCOUNT held with Andhra Bank, East Point Colony, Visakhapatnam;
Account Number: 133210011000005
IFSC Code: ANDB0001332.
- (b) Under no circumstances, Cheques / Cash shall be accepted towards the payment of EMD.

8. Rejection / Cancellation / Postponement of Tender/Auction:-

- (a) Tenders which are not accompanied by the prescribed EMD shall summarily be rejected.
- (b) A conditional tender or tenders filed other than in the form given in Annexure-B shall be liable for rejection outright by the authorised representative of the Corporation.
- (c) The authorised representative of the Corporation reserves right to reject the tender, if, the Annexure-B not fully filled in, requirement under Condition (3) & (6) are not fully complied with or found with concealment of facts & figures and does not disclose true and exact information.
- (d) All & any tender not complying with these tender conditions shall be rejected.
- (e) The authorized representative of the Corporation has also got the right to postpone / cancel the tenders or withdraw / reduce / enhance all or any of the quantities before commencement of the tender proceedings, to this effect, the tenderers will be put on notice at the start time of proceedings.
- (f) The Corporation reserves the right to accept or reject any tender without assigning any reason in the public interest.

9. Tender-cum-Auction process:-

- (a) Auction will be held first at the place, date and time mentioned in words Annexure-B. 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 officer(s) of the Corporation authorized specially or generally for the purpose when the authorized representative of the Corporation is not available on the day of opening tender.
- (b) All the tenderers or their authorized representatives shall be present 15 minutes before the time specified for conducting auction for opening of tenders item wise in Annexure-B on the day and at the place indicated in the tender notice so that they can witness the tender proceedings when the tenders are opened.
- (c) The tenderer who pays the EMD will only be allowed in the auction hall. The tenderer who is intended to participate in the auction shall present physically at the auction hall to submit his offer.
- (d) The Corporation reserves the right to negotiate the rate after the auction / tender process is over. The tenderer quoted highest rate shall be called first in the process of negotiation and the chance then goes to next tenderer.

10. Acceptance of Tender:-

- (a) The highest rate (s) offered in the tender / obtained in the auction / negotiation shall only be considered for acceptance. The Corporation shall be at liberty to accept such rate beneficial to it in the process in the public interest.
- (b) The Corporation shall also reserve the right to accept or reject any or all the tenders, any or all rates offered in the auction/tender/negotiation against any or all commodities, without assigning any reasons and to sell the stocks in any manner as it considered and deemed proper in the circumstances, on the same day or any other subsequent days, in the interest of Corporation.
- (c) The Tenderer(s) shall not have any claim/demand on this count.

11. Sale Confirmation:-

- (a) In case of acceptance, orders of confirmation of purchase will be issued to the concerned parties within 15 (fifteen) days or within such other extended period by the authorized representative of the Corporation from time to time from the date of conducting tender proceedings.
- (b) Since the sale shall be undertaken on forward contract basis as defined, the authorized representative shall be at liberty to issue sale confirmation orders subject to availability of stocks from time to time.
- (c) The successful tenderer cannot insist delivery of stocks notified / confirmed for sale against any or particular mobilization of stocks or against the stocks already lying in the godowns in the unit/other units of the Corporation.

12. Payment of Security Deposit:-

- (a) The tenderer whose offer(s) are accepted / confirmed, shall furnish Security Deposit by way of DD obtained on any nationalized bank or Irrevocable and unconditional Bank Guarantee in lieu of the same obtained from any nationalised bank to the extent of 15% of value of stocks confirmed for sale in the tender or as directed by the authorized representative for ensuring timely and complete lifting of stocks sold and for due performance of the terms and conditions of purchase.
- (b) In case of confirmation of sale of stocks worth Rs.5.00 lakhs and above, furnish Security Deposit by way of DD obtained on any nationalized bank or Irrevocable and unconditional Bank Guarantee in lieu of the same obtained from any nationalised bank to the extent of full value of stocks confirmed for sale in the tender or as directed by the authorized representative for ensuring timely and complete lifting of stocks sold and for due performance of the terms and conditions of purchase.
- (c) The Security deposit which is inclusive of the EMD paid by the tenderer shall be made within 10 days from the date of intimation by telegram / fax or dispatch of confirmation order sent by the post / courier.
- (d) The Security deposited in the form of Demand Draft or Bank Guarantee shall be valid till the stocks completely lifted and accounts are settled with GCC, and/or for the duration of contract period. In case of any valid extension of contract period, the validity of Demand Draft/Bank Guarantee shall also be extended for the corresponding period. The terms of Bank Guarantee shall be as approved by GCC.
- (e) The DD / Bank Guarantee shall be returned on complete receipt / lifting of stocks confirmed for sale and finalization of accounts at the end finally. The Corporation shall have absolute right and discretion to invoke the Bank Guarantee at any time in delay/default of the purchase & lifting of stocks or against any estimated damage/consequential losses that would arise out of the transaction. The decision of the Corporation in this regard is final and binding on the Supplier subject to final adjudication in arbitration.
- (f) No interest shall be paid on the amount deposited under this condition, on such amounts withheld / retained by the Corporation for any purpose or on any remittance made in favor of the Corporation at any time on any account.
- (g) No request for transfer of security deposited / Sale confirmation orders issued in his favour and delivery to third party shall be entertained.
- (h) Only upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of GCC the security deposited by the buyer shall be returned.

13. Delivery of stocks:-

- (a) The sale and delivery of stocks arising out of these tender proceedings shall be strictly confirmed to the procurement made in that particular unit / area of the unit in the season mentioned in the tender notice and subject to their availability. The buyer shall have no right to insist for recouping the stocks from any other unit or from the procurement made in the subsequent season.
- (b) The stocks shall be taken delivery on "AS IS WHERE IS" basis without any Pick and Choose on lot basis and the delivery shall be subject to availability in that particular unit.
- (c) Since the sale is on forward contract basis, as and when a minimum stock of **50 Qtls** is procured / pooled up at the place of delivery, Unit officer / In-charge of the pooling centre will sent intimation to the party advising the party to lift the stocks.
- (d) In case of stock availability and intimation upto **50 Qtls** it shall be lifted within 7 days.
- (e) In case of stock availability and intimation of stock availability of more than 50 Qtls the time limit shall be as follows:

51 to 100 Qtls	within	-	10 days from the date of intimation.
101 to 500 Qtls		-	20 days from the date of intimation.
501 to 1000 Qtls and above		-	30 days from the date of intimation.
- (f) The buyer shall lift the stocks within the time indicated above, from the date of dispatch of such intimation issued by the corporation duly paying full value of the said stock.
- (g) The lifting period indicated in above is for lifting the stocks completely and not for the remittance of stock value alone.

- (h) On written request by the buyer the authorised representative of the Corporation may consider extension of time beyond the time limits as indicated above on genuine grounds and other extraordinary circumstances. In all such cases, the party shall pay godown rent @ Rs.1.00 per quintal / per day for the unlifted stocks plus 18% per annum on the total value of stock payable towards loss of interest on the working capital. Granting extension of time is purely at discretion of the authorised representative of Corporation and the party shall have no right whatsoever to insist for such extension.
- (i) Granting extension of time is purely at discretion of the authorised representative of Corporation and the party shall have no right whatsoever to insist for such extension
- (j) The buyer shall have to lift the stocks sold to him on cash and carry basis within the time indicated above from the date of issue of sale intimation order.
- (k) Delay in delivery:- The buyer shall not have any right for claiming any interest on the amounts paid / damage for the delayed deliveries due to administrative reasons. The delay or part delivery of stocks cannot be a reason or alibi for the buyer to stop lifting the stocks further or to deviate from fulfilling the contractual obligation on his part.

14. Liability of the Corporation:-

In the event of any unforeseen circumstances, if the stocks referred in this forward sale could not be procured and made available for delivery to the buyer, the liability of the Corporation is limited to proportionate release of EMD/SD only after deducting any moneys left due to it by the buyer.

15. Forfeiture of EMD/SD & Buyer's Liability for consequential Losses:-

- (a) If the successful tenderer does not deposit the Security deposit as specified above within the time stipulated, the Earnest Money Deposit paid by him shall stand forfeited to the Corporation automatically.
- (b) Similarly, failure to lift the stocks completely within the time stipulated result in, without any further notice or intimation whatsoever, forfeiture of 25% of the amount deposited towards security held with Corporation towards liquidated damages for the administrative and other expenses incurred by Corporation in connection with the contract which is the pre estimated amount by both parties. The balance 75% SD amount shall be retained with Corporation till the resale of stock is finalized. In such an event, the Corporation shall have right to resale the stocks in any manner as deemed fit and proper by the authorised representative of the Corporation, at the risk of the parties who shall be liable to pay to the Corporation all consequential losses, if any, incurred on account of such repurchase of stocks from others subsequently, in addition to forfeiture of EMD & SD paid by him. In case the stocks are sold at lesser rate than the rate confirmed in sale to the buyer in default, the 75% SD amount shall be adjusted in part or in whole towards the consequential losses that may arise in the subsequent sale.
- (c) The consequential losses shall include the loss sustained by the Corporation for want of buyers / bidders at the time resale and also change / variation in the rate, besides godown rents for the period from the confirmation of sale against the buyer in default and confirmation of resale against party succeeded in the subsequent auction-cum-tender, plus interest @ 18% per annum on the total value of stock payable by the buyer in default along with penalty @ 2% on the worth of stocks unlifted towards the maintenance of stocks. The consequential losses shall be borne by the buyer in-default and the Corporation shall be entitled to adjust the same from out of the balance amount of security deposit held by it or any other amount of the buyer in default held by it on any account without prejudice to its other rights.
- (d) Deductions:- The Corporation reserves the right to deduct the estimated godown rents / penalty and or any other dues from the payments made by buyer / amounts retained by the Corporation.

16. Indemnity:-

- (a) The Buyer shall solely responsible for any unlawful activities, if any, noticed during the contract period and also liable for civil/criminal action that would be initiated by the Corporation.
- (b) The Buyer shall undertake to indemnify the Corporation against all losses, damages, costs etc., and shall always keep it fully indemnified during the period of contract for any deficiency of material and its consequential bad affects.

17. Application of laws/Taxes:-

- (a) GST as applicable from time to time.
- (b) Income Tax, Surcharge and Education Cess shall be collected at the rates applicable at source from the amounts payable to the supplier.
- (c) The buyer shall abide, at all times, by all existing enactments, rules made there under, any other regulations, notifications and bye laws of the Central & State Governments or local authority in respect of his trade.
- (d) The buyer shall comply with all legal requirements for obtaining license if any, under any act required to its trade on its own cost. All other necessary clearances like IT, Registration of Firm/Company/Society etc. shall be in force and obtained invariably.
- (e) Any statutory deductions for which there is no obligation on the part of the Corporation for deduction shall be made by himself from his own funds.
- (f) All statutory payments, charges, fees, taxes, levies, penalties etc. that may be his responsibility in respect of his men, material and other services shall be borne by him alone from his own funds, the Corporation bears no responsibility for the same.

18. Termination of Contract:-

- (a) It shall be lawful for the Corporation to terminate the contract that if there be any breach or non-observance of the any of the above terms and conditions, if the Buyer commits any breach of trust, default or found ineffective and irregular in fulfilling obligations and other functions whatsoever and howsoever arise out of this agreement and for all such acts/subsequent conduct found contrary to the agreement entered with GCC, and if there exists any circumstances which in the opinion of the GCC prejudicially affects or may affect its interest at large.
- (b) Notwithstanding the above the Corporation may also terminate the contract for convenience without prejudice to his other rights.
- (c) The Buyer shall have no claim for compensation for any loss that it may incur on this account.
- (d) The Corporation shall be entitled to demand immediate repayment of any dues / default / loss caused to the Corporation along with interest, fee, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Supplier to the Corporation if the contract is terminated for the above reasons.
- (e) All liabilities of the Supplier shall be discharged without delay and demur. If the Supplier fails to discharge his liability during his tenure such liability shall also extend to his heirs, successors, assigns and administrators.

19. Removal of Doubts:-

The authorised representative of the Corporation shall be final authority at the time of auction / tender on the doubts, if any raised during the course of auction / opening tenders and also on the interpretation of the terms and conditions of the tender notice.

20. Waiver & severability options:-

Failure of GCC to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions shall remain in full force and effect.

21. Settlement of Disputes:-

- (a) Any dispute / difference arising out or relating to this agreement including the interpretation of its terms and conditions or breach thereof shall be resolved first through joint discussion between the Supplier and the Authorised Representative of Corporation. However, if the disputes are not resolved by joint discussions then the matter shall be referred to and settled by way of arbitration by the Vice-Chairman & Managing Director of the Corporation or his nominee.
- (b) The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

22. Jurisdiction of local courts:-

All legal disputes howsoever arising out of or in relation to this agreement howsoever arising shall be subject to the jurisdiction of the courts at Visakhapatnam only.

ANNEXURE – A
THE GIRIJAN COOPERATIVE CORPORATION LTD; VISAKHAPATNAM – 530 017

TERMS AND CONDITIONS

**FOR DISPOSAL OF MINOR FOREST PRODUCE/AGRICULTURAL PRODUCE
TO BE PROCURED ON FORWARD SALE SUBJECT TO PROCUREMENT OF STOCKS**

1. Meanings:-

- (m) **Forward Contract Sale:-**The sale & delivery of MFP / AP stocks arising out of these tender proceedings shall be strictly subject to procurement and availability of stocks quoted in the particular unit / area in the season mentioned in the tender notice only.
- (n) **Time & Date:-** Time & Date and Place mentioned in the Tender Notice.
- (o) **Place of Auction-cum-Tender:-** Place mentioned in the Auction-cum-tender notice
- (p) **Annexure-B:-** The prescribed tender form which shall be filled in fully and by the tenderer or his authorised representative with written proof of authorization.
- (q) **Usual Official Language:-** The medium of language used in tender form.
- (r) **Tenderer / Auctioneer:-** An individual / Firm / Company / Organisation / Society (or) an authorised Representative of individual / Firm / Company / Organisation / Society.
- (s) **Lot:-** The entire quantity noted unit-wise/pooling centre-wise in the tender notice.
- (t) **Buyer:-** The successful tenderer includes principal buyer of stocks.
- (u) **Corporation:-** The Girijan Cooperative Corporation Ltd., Visakhapatnam - 530 017.
- (v) **Authorised Representative of the Corporation:-** The General Manager (Mktg.) of the Corporation or an Officer appointed for the time being for the purpose by the Vice Chairman & Managing Director of the Corporation.
- (w) **Dispute:-**The breach of contractual obligation arising out of the tender conditions.
- (x) **Sole Arbitrator:-** The V.C. & Managing Director of the Corporation or his nominee.

2. Submission of Tenders:-

- (h) Tender(s) will be received on all working days upto the last time & date at the place indicated in the Tender Notice.
- (i) The sealed covers containing the tender schedule given in Annexure-B shall be addressed to the authorised representative of the Corporation and shall be subscribed as "TENDER FOR PURCHASE OF..... (Name of the Commodity to be specified) ON FORWARD SALE BASIS"
- (j) Tender(s) shall be filled in Annexure-B only (enclosed). All columns shall be filled in full, with clear terms and in usual official language only.
- (k) The sealed tender(s) (in Annexure-B) shall be signed & presented either by the intending tenderer(s) or through his / her / their authorized representative(s), with written proof, in person or by Regd.Post / Speed Post / Courier so as to reach the authorised representative of the Corporation within the time & date.
- (l) The tender(s) received upto the last time & date and at the place indicated in the tender notice shall only be taken into consideration for opening in the presence of the tenderers / their authorized representative (s) present at the time prescribed for opening of the Tender in Annexure-B.
- (m) Tender(s) received after the last date & time noted in the tender notice due to post/telegraph lapses or for any other reason shall not be entertained under any circumstances and the Corporation is not responsible for such delayed receipt of tender(s) or lost in transit.
- (n) Tender(s) are valid for a period of 15 days or for such extended period from the date of its submission or till the orders canceling the tenders issued which ever is earlier.

3. Capacity of Parties:-

- (f) The tenderer shall be a competent person under law to execute / enforce an agreement.
- (g) The Firm/Company/Organisation/Society shall be registered under the appropriate law and the registration shall invariably be in force during the period of contract.
- (h) In case of tenderer represented by his agent / authorized representative / third party the person so represented on his behalf shall be authorized to submit the tender. The written authorization obtained on official letter head, with seal if any, from the tenderer himself or a responsible person of representing the tenderer who shall be competent to give such authorization under the deed/memorandum/bye-laws etc. shall be furnished along with the tender.
- (i) The tenderer/bidder shall disclose his permanent personal address of Residence and / or address of Regd. Office. with Phone / Fax numbers.
- (j) No tenderer found insolvent or convicted in any charge by the Court or involves in any dispute with the Corporation in past/present is entitled to participate in the tender(s).

4. Documents to be furnished

- (e) The tenderer shall furnish duly filled in original Annexure-B which accompanied with the prescribed payment of EMD.
- (f) In case of tenderer is a Firm/Company/organization/society the certified/attested copy of partnership deed / memorandum & articles of association / bye-laws etc. shall be furnished along with tender form.
- (g) A copy of proof of residence/existence ie., Panchayat / Municipal Tax Receipt, PAN, CST/APGST No. shall be furnished.

(h) The tenderer shall furnish financial statements for past 3 years preceding to this year.

5. Quotation Rate:-

- (d) The rate offered shall be per quintal, loose, ex-godown delivery at the place indicated at Col.2 in the statement given in tender notice.
- (e) The rate offered in the tender must be written in words also and the corrections if any shall clearly be attested.
- (f) The rates quoted against the tender quantities shall be valid so long as the tender validity period is subsisting and the tenderer is prevented from reducing his offer for any reason, provided the Corporation shall be at liberty to negotiate for higher rate than what is quoted by him.

6. Payment of Earnest Money Deposit:-

- (g) The EMD shall be paid along with the tender form for the sum indicated in the tender notice for the quantity specified & noted against each unit.
- (h) In case of any tenderer wants to participate in tenders as well as in the auction, he may present the demand draft in the office when tenders are scheduled to be opened and well before the auction is held.
- (i) On production of EMD in full only, the tenderer is permitted to participate in auction-cum-tender.
- (j) The EMD paid by the successful tenderer will be returned if the tenderer furnishes Bank Guarantee for the full Security of 15% at the time of concluding agreement.
- (k) The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.
- (l) The EMD shall be forfeited if the tenderer either modifies or withdraws his tender within the tender validity period.

7. Mode of Payment:-

- (c) 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 Nationalised Bank and payable at Visakhapatnam only.
- (d) Under no circumstances, Cheques / Cash shall be accepted towards the payment of EMD.

8. Rejection / Cancellation / Postponement of Tender/Auction:-

- (g) Tenders which are not accompanied by the prescribed EMD shall summarily be rejected.
- (h) A conditional tender or tenders filed other than in the form given in Annexure-B shall be liable for rejection outright by the authorised representative of the Corporation.
- (i) The authorised representative of the Corporation reserves right to reject the tender, if, the Annexure-B not fully filled in, requirement under Condition (3) & (6) are not fully complied with or found with concealment of facts & figures and does not disclose true and exact information.
- (j) All & any tender not complying with these tender conditions shall be rejected.
- (k) The authorized representative of the Corporation has also got the right to postpone / cancel the tenders or withdraw / reduce / enhance all or any of the quantities before commencement of the tender proceedings, to this effect, the tenderers will be put on notice at the start time of proceedings.
- (l) The Corporation reserves the right to accept or reject any tender without assigning any reason in the public interest.

9. Tender-cum-Auction process:-

- (e) Auction will be held first at the place, date and time mentioned in words Annexure-B. 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 officer(s) of the Corporation authorized specially or generally for the purpose when the authorized representative of the Corporation is not available on the day of opening tender.
- (f) All the tenderers or their authorized representatives shall be present 15 minutes before the time specified for conducting auction for opening of tenders item wise in Annexure-B on the day and at the place indicated in the tender notice so that they can witness the tender proceedings when the tenders are opened.
- (g) The tenderer who pays the EMD will only be allowed in the auction hall. The tenderer who is intended to participate in the auction shall present physically at the auction hall to submit his offer.
- (h) The Corporation reserves the right to negotiate the rate after the auction / tender process is over. The tenderer quoted highest rate shall be called first in the process of negotiation and the chance then goes to next tenderer.

10. Acceptance of Tender:-

- (d) The highest rate (s) offered in the tender / obtained in the auction / negotiation shall only be considered for acceptance. The Corporation shall be at liberty to accept such rate beneficial to it in the process in the public interest.
- (e) The Corporation shall also reserve the right to accept or reject any or all the tenders, any or all rates offered in the auction/tender/negotiation against any or all commodities, without assigning any reasons and to sell the stocks in any manner as it considered and deemed proper in the circumstances, on the same day or any other subsequent days, in the interest of Corporation.
- (f) The Tenderer(s) shall not have any claim/demand on this count.

11. Sale Confirmation:-

- (d) In case of acceptance, orders of confirmation of purchase will be issued to the concerned parties within 15 (fifteen) days or within such other extended period by the authorised representative of the Corporation from time to time from the date of conducting tender proceedings.
- (e) Since the sale shall be undertaken on forward contract basis as defined, the authorized representative shall be at liberty to issue sale confirmation orders subject to availability of stocks from time to time.
- (f) The successful tenderer cannot insist delivery of stocks notified / confirmed for sale against any or particular mobilization of stocks or against the stocks already lying in the godowns in the unit/other units of the Corporation.

12. Payment of Security Deposit:-

- (i) The tenderer whose offer(s) are accepted / confirmed, shall furnish Security Deposit by way of DD obtained on any nationalized bank or Irrevocable and unconditional Bank Guarantee in lieu of the same obtained from any nationalised bank to the extent of 15% of value of stocks confirmed for sale in the tender or as directed by the authorized representative for ensuring timely and complete lifting of stocks sold and for due performance of the terms and conditions of purchase.
- (j) In case of confirmation of sale of stocks worth Rs.5.00 lakhs and above, furnish Security Deposit by way of DD obtained on any nationalized bank or Irrevocable and unconditional Bank Guarantee in lieu of the same obtained from any nationalised bank to the extent of full value of stocks confirmed for sale in the tender or as directed by the authorized representative for ensuring timely and complete lifting of stocks sold and for due performance of the terms and conditions of purchase.
- (k) The Security deposit which is inclusive of the EMD paid by the tenderer shall be made within 10 days from the date of intimation by telegram / fax or dispatch of confirmation order sent by the post / courier.
- (l) The Security deposited in the form of Demand Draft or Bank Guarantee shall be valid till the stocks completely lifted and accounts are settled with GCC, and/or for the duration of contract period. In case of any valid extension of contract period, the validity of Demand Draft/Bank Guarantee shall also be extended for the corresponding period. The terms of Bank Guarantee shall be as approved by GCC.
- (m) The DD / Bank Guarantee shall be returned on complete receipt / lifting of stocks confirmed for sale and finalization of accounts at the end finally. The Corporation shall have absolute right and discretion to invoke the Bank Guarantee at any time in delay/default of the purchase & lifting of stocks or against any estimated damage/consequential losses that would arise out of the transaction. The decision of the Corporation in this regard is final and binding on the Supplier subject to final adjudication in arbitration.
- (n) No interest shall be paid on the amount deposited under this condition, on such amounts withheld / retained by the Corporation for any purpose or on any remittance made in favor of the Corporation at any time on any account.
- (o) No request for transfer of security deposited / Sale confirmation orders issued in his favour and delivery to third party shall be entertained.
- (p) Only upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of GCC the security deposited by the buyer shall be returned.

13. Delivery of stocks:-

- (l) The sale and delivery of stocks arising out of these tender proceedings shall be strictly confirmed to the procurement made in that particular unit / area of the unit in the season mentioned in the tender notice and subject to their availability. The buyer shall have no right to insist for recouping the stocks from any other unit or from the procurement made in the subsequent season.
- (m) The stocks shall be taken delivery on "AS IS WHERE IS" basis without any Pick and Choose and the delivery shall be subject to availability in that particular unit.
- (n) Since the sale is on forward contract basis, as and when a minimum stock of **50 Qtls** is procured / pooled up at the place of delivery, Unit officer / In-charge of the pooling centre will send intimation to the party advising the party to lift the stocks.
- (o) In case of stock availability and intimation upto **50 Qtls** it shall be lifted within 7 days.
- (p) In case of stock availability and intimation of stock availability of more than 50 Qtls the time limit shall be as follows:

51 to 100 Qtls	within	-	10 days from the date of intimation.
101 to 500 Qtls		-	20 days from the date of intimation.
501 to 1000 Qtls and above		-	30 days from the date of intimation.
- (q) The buyer shall lift the stocks within the time indicated above, from the date of dispatch of such intimation issued by the corporation duly paying full value of the said stock.
- (r) The lifting period indicated in above is for lifting the stocks completely and not for the remittance of stock value alone.
- (s) On written request by the buyer the authorised representative of the Corporation may consider extension of time beyond the time limits as indicated above on genuine grounds and other extraordinary circumstances. In all such cases, the party shall pay godown rent @ Rs.1.00 per quintal / per day for the unlifted stocks plus 18% per annum on the total value of stock payable towards loss of interest on the working capital. Granting extension of time is purely at discretion of the authorised representative of Corporation and the party shall have no right whatsoever to insist for such extension.
- (t) Granting extension of time is purely at discretion of the authorised representative of Corporation and the party shall have no right whatsoever to insist for such extension

- (u) The buyer shall have to lift the stocks sold to him on cash and carry basis within the time indicated above from the date of issue of sale intimation order.
- (v) Delay in delivery:- The buyer shall not have any right for claiming any interest on the amounts paid / damage for the delayed deliveries due to administrative reasons. The delay or part delivery of stocks cannot be a reason or alibi for the buyer to stop lifting the stocks further or to deviate from fulfilling the contractual obligation on his part.

14. Liability of the Corporation:-

In the event of any unforeseen circumstances, if the stocks referred in this forward sale could not be procured and made available for delivery to the buyer, the liability of the Corporation is limited to proportionate release of EMD/SD only after deducting any moneys left due to it by the buyer.

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- (e) If the successful tenderer does not deposit the Security deposit as specified above within the time stipulated, the Earnest Money Deposit paid by him shall stand forfeited to the Corporation automatically.
- (f) Similarly, failure to lift the stocks completely within the time stipulated result in, without any further notice or intimation whatsoever, forfeiture of 25% of the amount deposited towards security held with Corporation towards liquidated damages for the administrative and other expenses incurred by Corporation in connection with the contract which is the pre estimated amount by both parties. The balance 75% SD amount shall be retained with Corporation till the resale of stock is finalized. In such an event, the Corporation shall have right to resale the stocks in any manner as deemed fit and proper by the authorised representative of the Corporation, at the risk of the parties who shall be liable to pay to the Corporation all consequential losses, if any, incurred on account of such repurchase of stocks from others subsequently, in addition to forfeiture of EMD & SD paid by him. In case the stocks are sold at lesser rate than the rate confirmed in sale to the buyer in default, the 75% SD amount shall be adjusted in part or in whole towards the consequential losses that may arise in the subsequent sale.
- (g) The consequential losses shall include the loss sustained by the Corporation for want of buyers / bidders at the time resale and also change / variation in the rate, besides godown rents for the period from the confirmation of sale against the buyer in default and confirmation of resale against party succeeded in the subsequent auction-cum-tender, plus interest @ 18% per annum on the total value of stock payable by the buyer in default along with penalty @ 2% on the worth of stocks unlifted towards the maintenance of stocks. The consequential losses shall be borne by the buyer in-default and the Corporation shall be entitled to adjust the same from out of the balance amount of security deposit held by it or any other amount of the buyer in default held by it on any account without prejudice to its other rights.
- (h) Deductions:- The Corporation reserves the right to deduct the estimated godown rents / penalty and or any other dues from the payments made by buyer / amounts retained by the Corporation.

16. Indemnity:-

- (c) The Buyer shall solely responsible for any unlawful activities, if any, noticed during the contract period and also liable for civil/criminal action that would be initiated by the Corporation.
- (d) The Buyer shall undertake to indemnify the Corporation against all losses, damages, costs etc., and shall always keep it fully indemnified during the period of contract for any deficiency of material and its consequential bad affects.

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- (i) The buyer shall abide, at all times, by all existing enactments, rules made there under, any other regulations, notifications and bye laws of the Central & State Governments or local authority in respect of his trade.
- (j) The buyer shall comply with all legal requirements for obtaining license if any, under any act required to its trade on its own cost. All other necessary clearances like IT, Registration of Firm/Company/Society etc. shall be in force and obtained invariably.
- (k) Any statutory deductions for which there is no obligation on the part of the Corporation for deduction shall be made by himself from his own funds.
- (l) All statutory payments, charges, fees, taxes, levies, penalties etc. that may be his responsibility in respect of his men, material and other services shall be borne by him alone from his own funds, the Corporation bears no responsibility for the same.

18. Termination of Contract:-

- (f) It shall be lawful for the Corporation to terminate the contract that if there be any breach or non-observance of the any of the above terms and conditions, if the Buyer commits any breach of trust, default or found ineffective and irregular in fulfilling obligations and other functions whatsoever and howsoever arise out of this agreement and for all such acts/subsequent conduct found contrary to the agreement entered with GCC, and if there exists any circumstances which in the opinion of the GCC prejudicially affects or may affect its interest at large.
- (g) Notwithstanding the above the Corporation may also terminate the contract for convenience without prejudice to his other rights.
- (h) The Buyer shall have no claim for compensation for any loss that it may incur on this account.

- (i) The Corporation shall be entitled to demand immediate repayment of any dues / default / loss caused to the Corporation along with interest, fee, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Supplier to the Corporation if the contract is terminated for the above reasons.
- (j) All liabilities of the Supplier shall be discharged without delay and demur. If the Supplier fails to discharge his liability during his tenure such liability shall also extend to his heirs, successors, assigns and administrators.

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The authorised representative of the Corporation shall be final authority at the time of auction / tender on the doubts, if any raised during the course of auction / opening tenders and also on the interpretation of the terms and conditions of the tender notice.

20. Waiver & severability options:-

Failure of GCC to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions shall remain in full force and effect.

21. Settlement of Disputes:-

- (c) Any dispute / difference arising out or relating to this agreement including the interpretation of its terms and conditions or breach thereof shall be resolved first through joint discussion between the Supplier and the Authorised Representative of Corporation. However, if the disputes are not resolved by joint discussions then the matter shall be referred to and settled by way of arbitration by the Vice-Chairman & Managing Director of the Corporation or his nominee.
- (d) The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

22. Jurisdiction of local courts:-

All legal disputes howsoever arising out of or in relation to this agreement howsoever arising shall be subject to the jurisdiction of the courts at Visakhapatnam only.