

## TERMS AND CONDITIONS

1. This is the sale of dried Robusta Coffee Berry & Dry pepper of the Corporation through E-auction. The terms and conditions embodied in this notice shall form part and parcel of the sale conditions for the purchase of dried Coffee Berry & Dry pepper.
2. The EMD should be paid in the bank account specified in the schedule before auction.
3. **The price per Kilogram should be quoted in Rupees. Increase of auction bid should be multiples of 1/-.**
4. The corporation shall have the right to accept or reject the auction or to accept only one lot or more lots. The successful auctioneer will have to purchase the entire quantity of dried Robusta Coffee Berry & Dry Pepper for which his auction has been accepted by the Corporation.
5. The highest offer received by the Corporation through auction will ordinarily be accepted, but the corporation reserves the right of accepting or rejecting any offer without assigning any reason thereof. The Managing Director of the Corporation will finally accept the highest offers or bids only on confirmation of the same.
6. The E.M.D of the successful bidder shall be treated as part of the sale value.
7. Prior to removal of dried Robusta Coffee Berry & Dry pepper from the store the bidder will have to obtain required transit passes from the Manager, Concerned after getting the produce verified.
8. The bidder shall be permitted removal of the produce only on remittance of full amount as per the auction bid in advance.
9. The bidder is liable to abide by all Forests laws and rules.
10. The buyer must replace the gunny bags with good condition at the time of removal.
11. The successful bidder will have to remit the full value of the material within 15 days from the date of receipt of intimation of confirmation and will have to complete the removal of the entire quantity of the coffee within 30 days thereafter. A total of 45 days will be count from date of receipt of intimation to disposal date. No material will be released unless the full value of the quantity purchased is paid along with all taxes.
12. If the purchaser fails to remove the produce within 45 days after the date of receipt of confirmation order, demurrage @ Rs.2.00 (two rupees) per Kg will be levied for the 1<sup>st</sup> month. After the 1<sup>st</sup> month the demurrage will be Rs.4.00 (Four rupees) per Kg. per month

for the next two months. Days less than a month will be treated as one month. If the purchaser fails to lift the produce within the above said 4 ½ months, the claim of the purchaser on the produce will cease to exist and the KFDC will have the full right to dispose the produce in such a way as it deems fit. In such case the purchaser will have no claim on the revenue thus obtained.

13. **Failure to remit the sale value within the stipulated time will entail cancellation of the sale by the corporation and resale of the material in any other manner at the risk and loss of the defaulting bidder.** The loss if any to the Corporation consequent on the default shall be treated as arrears of land revenue and shall be recovered from the defaulter under the provisions of all the Revenue Recovery Act or by other legal means if not paid by the defaulter within a reasonable time as specified by the Corporation. The defaulter however will not be entitled for gain if any if the price obtained for the material in the subsequent disposal is more than that quoted by him in the original Tender. The actual proceeds on resale if a loss to the Corporation the short realization including all expenditure incidental to such resale including notification charges incurred by the Corporation will be recovered from the defaulter as aforesaid.
14. The bidder should inspect the quantity/quality of dried Robusta Coffee Berry & dry pepper and collect all the information deemed necessary by him in this regard before participating the E-Auction. No complaints regarding quality or others will be entertained after the sale.
15. The E.M.D. of the unsuccessful tenders will be returned to them after the completion of the sale procedure.
16. The Corporation reserves the right to cancel the E-auction at any point of time without assigning any reasons whatsoever.
17. Disposal of purchased Dry Coffee & Dry pepper should be done by buyer itself at his own cost.

Sd/-

DIVISIONAL MANAGER,  
THRISSUR DIVISION.