

Odisha Forest Development Corporation Limited

(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC000446

Regd. Off: Plot No. A/84 Kharavel Nagar, Unit-III, Bhubaneswar, Odisha, PIN-751001

Telephone:-0674-2534086, 2534269 Fax: 0674-2535934

[website: www.odishafdc.com E-mail ID: general@odishafdc.com]



NOTICE INVITING NATIONAL COMPETATIVE BID FOR e-TENDER SALE OF KENDU LEAF

NOTIFICATION NO.- 22439 /9FC/KL/24/2013 dt. 22.12.14

1	Particulars of Sale	Sale of processed Kendu leaf (normal & Inferior) /Deptt. collected Phal and Advance sale Phal resale lots of 2014 & 2013 crop & Seized Kendu leaf for 2014 and arrear crop stored in various Central Godowns as per our Schedule Communicated vide memo No- 9280/ 9FC/KL/17 dt 29.05.14.
2	Date & time of availability of bid document in the portal.	From 10.00 AM of dt 01.01.2015 to 5 PM of dt 09.01.2015.
3	Name of the Portal of e-tendering	https://tendersodisha.gov.in .
4	Last date and time for receipt of bids in the portal	Up to 5.00 PM of dt. 09.01.2015.
5	Name & address of the Officer Inviting Bid	MANAGING DIRECTOR O.F.D.C.Ltd., BHUBANESWAR

Further details will be available in website www.odishafdc.com .

Sd/-

MANAGING DIRECTOR

Memo No - 22440 / 9FC/KL/24 dt .22/12/14

Copy forwarded to the Principal Secretary to Govt. Forest & Environment Deptt., Odisha, Bhubaneswar/ EIC-cum-Secretary to Govt. Works Deptt, Odisha, Bhubaneswar/ Special Secretary to Govt. Finance Deptt. Odisha, Bhubaneswar/ Principal Chief Conservator of Forests ,Odisha Bhubaneswar,/ Principal Chief Conservator of Forests (KL) Odisha, Bhubaneswar for favour of information.

Sd/-

MANAGING DIRECTOR

Memo No- 22441 / 9FC/KL/24 dt .22/12/14

Copy forwarded to all Chief Conservators of Forests (KL) Circles / all Divisional Forest Officers (KL) Divisions for kind information and necessary action.

Copy forwarded to All General Managers (Zone) & D.Ms (CKL) Divisions for information and necessary action.

Sd/-

MANAGER-KENDU-LEAF.

Memo No- 22442 / 9FC/KL/24 dt.22/12/14

Copy to P.S./P.A. to Chairman/ MD/ All Directors, OFDC, Corporate office for kind information of Chairman/Managing Director & Directors.

Copy to Company Secretary/Manager(General & PI) for information and necessary action.

Copy forwarded to OIC, IT Department, State Protal NIC Govt .of Odisha for putting the same on the Govt. website.

Copy to Chief Engineer cum Chief Manager(Tech.) State Procurement Cell, Odisha, Nirman South, Bhubaneswar for information.

Copy to Notice Board.

Sd/-

MANAGER-KENDU-LEAF

Memo No- 22443 / 9FC/KL/24 dt .22/12/14

Copy forwarded to all Registered and renewed (for 2014-15) KL Purchasers for information and necessary action. The intending bidders are required to register in the portal using their e-mail ID as his/ her login Id and attach their valid Digital Signature Certificate (DSC) before participating in e-tender sale. The procedure to participate in the e-sale process is available in the portal which may please be referred to.

Sd/-

MANAGER-KENDU-LEAF



ODISHA FOREST DEVELOPMENT CORPORATION LTD

(A Government of Odisha Undertaking)

A/84,Kharvel Nagar,Bhubaneswar-751001

[website: www.odishafdc.com E-mail ID: general@odishafdc.com] Phone- 0674-2534086(PABX)/ 2534869(KL-Section)FAX-0674-2391055/2535934

NOTICE INVITING TENDER

SALE OF KENDULEAF AS PER BID NOTIFICATION NUMBER 22439 DT.22/12/14 ,COMMUNICATED **VIDE MEMO NO.22443 dt.22/12/14**

The Managing Director, Odisha Forest Development Corporation Ltd.(OFDC) invites item rate bids online from intending purchasers having been registered /renewed for the purpose with OFDC for the financial year 2014-15 for sale of fresh & arrear stocks of Kenduleaves as below:

Name of OFDC Division	Name of KL Division	Fresh lots of 2014 crop	Unsold lots of 2014 & arrear crop	Seized/Inferior lot of 2014 & arrear crop	Resale lots (subject to withdrawal on payment)	Total lots
BOLANGIR	TITILAGARH	19	4	25	1	49
	PATANAGARH	32	-	39	3	74
	PADAMPUR	15	14	19	4	52
	BOLANGIR	17	14	41	6	78
BHAWANIPATNA	KHARIAR	-	01	-	-	1
	BHAWANIPATNA	23	11	48	-	82
BOUDH	BOUDH	11	16	39	3	69
	PHULBANI	15	75	47	6	143
ANGUL	ATHAMALLICK	6	22	20	-	48
	ANGUL	-	22	31	2	55
KEONJHAR	KEONJHAR	2	12	51	-	65
DEOGARH	DEOGARH	5	40	28	1	74
RAIRAKHOL	RAIRAKHOL	-	16	34	4	54
ROURKELA	ROURKELA	-	21	13	18	52
JHARSUGUDA	KUCHINDA	31	2	23	3	59
	JHARSUGUDA	17	1	22	-	40
SAMBALPUR	SAMBALPUR	-	21	44	3	68
NABARANGPUR	NABARANGPUR	-	4	-	6	10
JEYPORE	JEYPORE	-	6	-	4	10
	TOTAL	193	302	524	64	1083

1. The sale document consists of terms and conditions, details of lots put to sale and other necessary documents would be available in the website <https://tendersodisha.gov.in>. The purchasers can download the bid documents after the due date and time, of commencement of sale.
2. Bids shall only be received online in the portal <https://tendersodisha.gov.in> from 10.00 AM of 01.01.2015 upto 5.00 PM of 9.01.2015.
3. A purchaser needs to possess compatible Digital Signature Certificate (DSC) of Class-II or III registered & validated with State Procurement Cell,Odisha,Bhubaneswar to participate in the e-tender sale.
4. The purchasers requiring any clarification on sale documents may ask question online to e-procurement portal using his/her DSC in the specified period.
5. Bids received only online shall be opened at 12 noon on dt 12.01.15 in presence of the purchasers who wishes to attend. Purchasers can view status and result online after logging in

- to the site through their DSC. If the office happens to be closed on the date of opening of the bids, the bids will be opened on the next working day in the same time.
6. Bidders are advised to examine carefully all instructions, terms and conditions, Bill of Quantity (BOQ) including addendum/ corrigendum /amendments etc in the sale documents.
 7. a) A Tenderer offering bids up to 10 lots(s) of Processed/ phal lots/ Inferior lots/ Seized kenduleaf is required to pay Rs. 200 + VAT @ 5%, towards cost of tender form separately which is non refundable.
b) For offering bids more than 10 lots, additional cost of tender form @Rs 200 per set of 10 lots + VAT @5% is also to be deposited.
c) The cost of tender form +VAT as above, being non refundable is to be deposited through a separate DD/ instrument without linking with Earnest Money Deposit (EMD).
 8. Kendu leaf Forest division wise separate Bill Of Quantity (BOQ) has been uploaded containing lots put to sale and only in respect of Jeypore kendu leaf division there are two BoQs namely Jeypore(A) &Jeypore(B) . Bidders are requested to download the concerned BOQ for offering their bid against the interested lots.
 9. Authority reserves the right to cancel any of the bids without assigning any reason. Further details can be obtained in the above address.

For ODISHA FOREST DEVELOPMENT CORPORATION LTD

Sd/-
MANAGING DIRECTOR

Memo NO- 22690 Dt 26/12/14

Copy forwarded to the Principal Secretary to Govt. Forest & Environment Deptt./ E.I.C.-cum-Secretary to Government, Works Department, Odisha ,Bhubaneswar/ Special Secretary to Govt. Finance Dept.,Odisha, Bhubaneswar/ Principal Chief Conservator of Forests, Odisha, Bhubaneswar/ Principal Chief Conservator of Forests (KL) Odisha, Bhubaneswar / D.D.G.cum-S.I.O.,NIC,Odisha, Bhubaneswar/ Chief Manager, (Technical) State Procurement Cell, Odisha, Nirman Soudh Bhubaneswar for favour of information.

Sd/-
MANAGING DIRECTOR

Memo No- 22691 Dt 26/12/14

Copy forwarded to all Chief Conservators of Forests (KL) Circles/ all Divisional Forest Officers(KL) Divisions for information and necessary action. The Divisional Forest Officers(KL) are requested to allow the intending purchasers to inspect the stock of Kendu leaves as and when approached.

Copy forwarded to All General Managers (Zone)/D.Ms(C-KL),OFDC Ltd for information and necessary action. The D.Ms are requested to make wide publicity ,about the e-tender sale.

Sd/-
MANAGER-KENDULEAF

Memo No- 22692 Dt 26/12/14

Copy along with lot list forwarded to all Registered and renewed (for2014-15) Purchasers' for information and necessary action.

Sd/-
MANAGER-KENDULEAF

Memo No- 22693 Dt 26/12/14

Copy to P.S. to Chairman/ Managing Director/Director (O)/(C)/(F) for kind information of Chairman/Managing Director & Directors.

Copy forwarded to General Manager (A&P)/ Company Secretary/Manager(GL)/Chief Audit Officer/ Accounts Officer (D&D)/ General Section for information and necessary action.

Copy forwarded to OIC ,IT Department ,State Portal NIC Govt. of Odisha for putting the same on the Govt. website.

Sd/-
MANAGER-KENDULEAF

Procedure to participate in the e-Sale process

1. The e-procurement portal of Government of Odisha is [https:// tendersodisha.gov.in](https://tendersodisha.gov.in)
2. Use of valid Digital Signature Certificate (DSC) of appropriate class (Class II or class III) issued from registered Certifying Authorities (CA) as stipulated by Controller of Certifying Authorities(CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
3. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
4. The bid documents published by the Bid Inviting Officer (Procurement Officer/ Publisher) in the website <https://tendersodisha.gov.in> will appear in the "Latest Active Tender". The Bidders (Guest Users) can download the Bid documents only after the due date & time of commencement of sale. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".
5. The Procurement Officer/Publisher (Officer inviting Bid) shall publish any Addendum/corrigendum/cancellation of bid in the website <https://tendersodisha.gov.in> and in the www.odishafdc.com and notice board of OFDC and such notice shall form part of the bidding documents.
6. PARTICIPATION IN BID
 - i. PORTAL REGISTRATION: The Purchaser/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/ official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He / She has to submit the relevant information as asked for about the firm/individual. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN (ii) Registration Certificate (RC) / VAT Clearance Certificate of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online Tendering / bidding process.
 - ii. LOGGING TO THE PORTAL: The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
 - iii. DOWNLOADING OF BID: The bidder can download the bid of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
 - iv. CLARIFICATION ON BID: The bidder may ask question related to bid online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in notice /Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the bid.

- v. **PREPARATION OF BID:** The bidder shall carefully go through the bid and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, Bid Security, VAT, PAN /TIN, Registration Certificate, and any other information required by Officer Inviting Bid. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information /undertaking including rebates. Bidders are to submit only the original BoQ (in .XIS format) uploaded by Procurement Officer Publisher (Officer Inviting Bid) after entering the relevant fields without any alteration/deletion/ modification.
- vi. The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Bid. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate bid.
- vii. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- viii. The bidder should check the system generated confirmation statement on the status of the submission
- ix. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network. The Bid Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-Sale process.
- x. **SECURITY OF BID SUBMISSION:** All bid uploaded by the Bidder to the portal will be encrypted. The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.
- xi. **RESUBMISSION AND WITHDRAWAL OF BIDS:** Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- xii. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- xiii. **OPENING OF THE BID:** Bid opening date and time is specified during bid creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time. All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

Sd/-
MANAGING DIRECTOR



ANNEXURE-A ODISHA FOREST DEVELOPMENT CORPORATION LTD.

(A Government of Odisha Undertaking)

A/84, Kharvel Nagar, Bhubaneswar, Odisha-751001

[Website: www.odishafdc.com E-mail ID: general@odishafdc.com]

Phone-0674-2534086(PABX) / 2534869(KL-Section)

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TERMS & CONDITIONS FOR e- SALE OF PROCESSED AND GROWER'S KENDU [TENDU] LEAVES

The sale of processed & Grower's Kendu leaf will be subject to the following terms and conditions in the e-sales conducted by OFDC Ltd. from 01.01.2015. The purchasers are therefore advised to refer these terms and conditions for sale of processed & grower's Kendu leaf.

1. Participation in the sale will be restricted only to those purchasers, who have registered their names/Firms with Odisha Forest Development Corporation Ltd., & renewed for the purpose for 2014-15 financial year having Digital Signature Certificate (DSC) issued by any authorized agency and duly registered & validated with the State Procurement Cell of Odisha, Nirman Soudh, Unit-viii, Bhubaneswar.

EXPLANATION- For the purpose of registration, a purchaser has to apply in the prescribed form [which can be obtained from the office of the Divisional Manager-CKL Division, Sambalpur or Corporate office Bhubaneswar] along with TIN/VAT clearance /Non-assessment certificate & Income tax PAN Card. He should deposit a sum of Rs20,000/(Rupees Twenty thousand)only in shape of account payee bank draft drawn in favour of Divisional Manager-CKL Sambalpur or in shape of National Saving Certificate (NSC) duly pledged in favour of D.M. [CKL] Sambalpur

Division towards registration fee. The registration fee is refundable "as such" at the request of the purchaser within reasonable period and from that date registration will stand cancelled. Registration fee will be forfeited to Odisha Forest Development Corporation Ltd. in case of violation of any of the terms and conditions of sale. Registration is to be renewed every year preferably before Mini Auction sale on production of VAT clearance/ Non-assessment certificate and on payment of Rs1000/ (Rupees One Thousand) only towards renewal fee which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the Sale. Attested copies of up-to-date VAT clearance/ non-assessment certificate should be furnished by each applicant, except the dealers of outside the State.

[NB- Sale means e-tender sale of Kendu leaves]

2. Participation in the e-sale will be deemed for all purposes as unreserved acceptance of all the terms and conditions of the sale notice by the purchaser.

3. Purchasers are advised to inspect the Kendu Leaf bags in different godowns before taking part in the sale. They may contact the concerned Divisional Manager-CKL and/or Sub-Divisional Manager-KL, OFDC on any working day to inspect the Kendu leaf lots in his Division. Participation in the sale shall be considered as complete proof of the fact that the purchaser is satisfied with the quality and quantity of the stock in a lot.

4. No complaint whatsoever regarding quality and other defects will be entertained in respect of any lot(s) after finalization of sale in favour of the Purchaser[s]. Genuine complaint, if any for Processed KL lots may however, be filed before the concerned Divisional Manager under intimation to concerned General Manager within 15 days from the date of payment of Security Deposit(SD). While filing the complaint, the purchaser is to furnish the details of defects against each bag and the said defective bags should be kept separately to facilitate the joint verification. Before lodging complaint the purchaser will deposit 1% of the sale value with Divisional Manager-CKL concerned and if the complaint is found not to be true, this deposit will be forfeited to the Corporation. Concerned Divisional Forest Officer-KL, Divisional Manager-CKL, OFDC Ltd. & Purchaser should verify the defective bags for which the complaint has been lodged by the purchaser and the nature of defects as pointed out by the purchaser should be examined in each bag and findings should be recorded. Detail bag wise findings should be sent by Divisional Manager-CKL to the General Manager with his report. The verification report is to be signed by Divisional Manager-CKL/ Divisional Forest Officer-KL & Purchaser. Joint verification of the stock by the Divisional Manager-CKL, Divisional Forest Officer-KL and the Purchaser should be completed and the report submitted to the concerned General Manager within 30 days from the date of filing of complaint. If the quantum of leaves unsuitable for bidi making would be more than 10% of the total stock in a lot then the complaint may be considered as genuine and in that case the sale will be cancelled and the security deposit and 1% sale value deposited for this purpose will be refunded to the purchaser by the concerned General Manager. In case the complaint is not found genuine, then the 1% sale value deposited by the purchaser for this purpose will be forfeited to OFDC and the purchaser will be bound to lift the lot(s) in accordance with the conditions of the sale. The decision either to forfeit or refund the Security Deposit and 1% sale value deposited by the purchaser for the purpose shall be taken by the concerned General Manager within 45 days of the filing of the complaint. Any complaint filed after 15 days of payment of Security Deposit shall be rejected out rightly. No post purchase complaint regarding the quality, and other defects will be entertained against the KL lot(s) in case the sale value is equal to or less than Rs 1,00,000/ (Rupees one lakh) only.

5. The weighment of the processed bags has been standardized and for all purposes, each processed bag will be treated as net 60 Kgs.

6. The authority conducting the sale reserves the right to reject any or all the bid/offer in respect of any lot(s) or to postpone or cancel the sale of any lot(s) without assigning any reason thereof. He may at his discretion reject the highest bid/offer of a purchaser whose performance with regard to the payment of purchase price and lifting of materials purchased during the years 2012-13& 2013-14 has been irregular and unsatisfactory. Ordinarily the lot(s) notified in the sale notice will not be subject to any addition or withdrawal. However, the authority conducting the sale can withdraw the lot(s) for good and sufficient reasons. He shall not be answerable in any Court of law or in any forum in any manner for rejection of any bid/ offer.

7. Sale once finalized in favour of a purchaser cannot be transferred subsequently to any other person.

8. The purchaser shall be bound by all Forest Department Rules and Regulations in connection with the purchase and transit of the Kendu leaves.

9. Bid/offer has to be given per quintal of KL in whole rupee (exclusive of all taxes, levies, fees & duties etc) and on ex-godown basis against each lot. The purchaser has to down load the concerned BoQ to offer his rate against interested lot(s) in terms of whole rupee and then to upload the same with due validation in the process. **The purchasers are instructed not to quote 0 (Zero) rate but to leave the cells blank in respect of rest non interested lot(s).** The purchaser may add, alter, withdraw and edit his offer within the time schedule for receiving of tender. Result of tie lot(s) if any will be decided separately on receipt of revised offers in sealed covers, to be submitted by the concerned purchasers within 2days of last date of receipt of tender .

10. The purchaser shall furnish his e-mail ID/ postal address clearly to which all communications relating to sale will be sent. Any letter or communication sent to purchaser on such address by Regd. post or Speed post will be deemed to have been received by him even if returns undelivered.

11. In case of e-tender sale, the intending tenderer is required to pay Earnest Money Deposit [EMD] @ Rs10,000/[Rupees ten thousand] only for each lot subject to minimum EMD of Rs25,000/[Rupees twenty five thousand] only in shape of bank draft drawn on any nationalized bank at Bhubaneswar in favour of Odisha Forest Development Corporation Ltd. and scanned copy of the draft(s) are to be uploaded along with requisite documents. No tender, without requisite earnest money will be considered valid. Earnest money will not be accepted in shape of Cheque/Cash. The EMD can also be accepted through RTGS/NEFT, but it may cause little delay to return the amount to the unsuccessful bidders. Scanned copies in support of deposits must be uploaded with the tender documents. The original documents should reach Corporate Office within two days (48 hours) of scheduled time for receiving of tenderi.e.by 5PM of 11.01.2015, failing which the offer is likely to be rejected.

12. In case the offer is accepted, the earnest money will be adjusted towards the security deposit. The earnest money will be refunded to the unsuccessful tenderer[s] after notification of sale result.

13. In case of e-tender sale the tenderer will not be eligible to rescind or withdraw his offer after the closure of tender till final approval by the Corporation provided that the date of final acceptance does not exceed 45 days after the date closure of tender. In the event of violation of this provision, the EMD will be forfeited.

14. The purchaser whose offer/bid is finally accepted during e-Tender, shall pay security deposit in shape of Bank Draft drawn in favour of OFDC Ltd. on any Nationalized/Scheduled Bank payable at Bhubaneswar @ 25% of the sale value of the notified quantity within 15 days from the date of sale. The Security Deposit [SD] against KL lot[s] of e-tender sale shall be paid at Corporate Office, Bhubaneswar. The Managing Director/Director(C) of Odisha Forest Development Corporation Ltd. will be at liberty to forfeit the whole or any part of the Security Deposit for non-performance of the conditions of contract or for any default of the purchaser without aid of any court of law and without prejudice to any other legal action. But in case, the

value of a KL lot is equal to or less than Rs1,00,000/ [one lakh] only then instead of 25% S.D., the purchaser has to pay the full sale value at a time within 15 [fifteen] days of sale.

EXPLANATION: - In case of e-tender sale the date of sale means the date of issue of ratification order. All the payments like EMD, SD, Balance sale value etc, shall be made in shape of Account payee Bank draft drawn on any Nationalized /scheduled Bank payable at Bhubaneswar in favour of Odisha Forest Development Corporation Ltd. Payment through R.T.G.S./NEFT can also be made by intending purchaser in bank account as follows :

<u>Name of the Bank/Branch</u>	<u>Account No.</u>	<u>IFS Code</u>
• Punjab National Bank,Station Square, BBSR	0553001800000024	PUNB0055300
• Indian Overseas Bank,Station Square, BBSR	015902000001963	IOBA0000159

• If the due date of payment falls on a holiday, the next working day will be treated as the due date of payment.

NB:-For the purpose of transfer of funds through RTGS/NEFT, the purchaser has to transfer the funds from his/their accounts. No transfer from other individuals/firm will be entertained.

15. The Security Deposit / full sale value of a lot less or equal to Rs1,00,000/[Rupees One Lakh] as above shall be paid within 15 [fifteen] days from the date of sale. If the purchaser fails to deposit the same within 15 [fifteen] days as specified above the sale will be liable to be quashed, his registration will be cancelled and the EMD and/or Registration fee will be forfeited to Corporation and the purchaser/Firm may also be black listed for a period which may extend up to 3 years. In case of satisfactory completion of the contract, the security deposit will be refunded to the purchaser after realization of full sale value of the Kendu leaf lot[s] sold to him. The SD of KI lot[s] in case of e-Tender/e-Auction sale shall be adjusted towards the purchase price of the KL lot[s] by the concerned Divisional Manager-CKL.

16. Where the purchase is meant for the purpose of export, the purchaser is to furnish the requisite papers in its support. The purchaser may tender part S.D. in the form of Bank Guarantee (B.G) to the extent of 15% of the full sale value of the stock purchased, in the prescribed form valid for a period of not less than one year and the said BG shall be released after finalization of the export deal. If the sales tax assessment is not completed before one month of expiry of validity of BG then, the B.G. extension documents is to be submitted for such B.G(s) for a period not less than six months and sent so as to reach Head Office 15 days before expiry of the validity period. Further the purchaser has to deposit the balance S.D @ of 10% of the full sale value of the stock purchased in shape of Bank Draft/ through RTGS/Internet Banking to Head Office which will be adjusted towards sale value of the purchased lot[s]. If the required S.D is not paid (in shape of Bank Draft) and or B.G at Head office within 15 [fifteen] days from the date of sale, the sale of the concerned lot[s] and the registration of the purchaser will be cancelled and registration fee will be forfeited to the Corporation. The 10% part S.D may be adjusted towards purchase price. In the event of non fulfilment of terms and conditions by an Exporter who has furnished B.G, the S.D will be forfeited by invoking the B.G furnished for the purpose. Once the B.G is invoked to get the required S.D from the Bank, the Purchaser will not be allowed such B.G facility in future sales.

17. In case of e- tender sale after deposit of Security amount, the purchaser shall be required to execute an agreement with Odisha Forest Development Corporation Ltd. at Head Office. A sample copy of the agreement may be seen in the Head office of Odisha Forest Development Corporation Ltd. on any working day during office hours.

18. PAYMENT OF SALE VALUE: The purchaser shall pay the balance 75% of sale value within 60(sixty) days from the date of sale. In exigency, further 15 days time i.e. up to 75 days of sale would be allowed for payment of balance sale value, on payment of additional security deposit of another 25% within 60 days of sale. Failure to pay the full sale value or addl. security deposit of 25% of sale value with in 60 [Sixty] days of sale, will lead to cancellation of sale along with forfeiture of deposits.

19. LIFTING PERIOD: On payment of sale value within 60 days of sale, lifting would be allowed up to 75 days without any rent. On payment of total sale value within 60 days and failure to lift within 75 days, further time of 30 days i.e. up to 105 days of sale would be allowed by the concerned Divisional Manager, on realization of go-down rent @ Rs 5/-per bag per month or part of a month. In case the purchased lot(s) is not lifted within 105 days from the date of sale, the purchaser will cease to have any right over the produce. The sale will be treated cancelled with forfeiture of S.D. and other deposits (balance sale value) to the corporation and the purchased lot(s) will be resold as property of O.F.D.C. Ltd. in very next sale at the cost of purchaser.

20. A purchaser may at the discretion of the Director-[C] / Managing Director upon making an application in this regard and obtaining prior confirmation in writing be allowed to lift the stock against Bank Guarantee(s) obtained from a Nationalized Bank in the form prescribed by the Corporation for the value of the stock purchased. The Bank Guarantee(s) should contain the name, designation and authorized signatory number of Manager of the issuing Bank below his signature. The said Bank Guarantee(s) shall be furnished within 15 (fifteen) days from the date of sale and lifting of stock sold against such Bank Guarantee(s) shall be completed within 60 [Sixty] days from the date of sale. The unpaid purchase price shall be paid within 60 [Sixty] days of the sale or otherwise as shown in the allotment order. Lifting of Kendu leaves against Bank Guarantee(s) will be allowed to the extent of 95% of the face value of the Bank Guarantee(s). Full sale value of the stock allowed to be lifted against Bank Guarantee(s) shall be deposited by way of account payee bank draft drawn in favour of Odisha Forest Development Corporation Ltd. on any Nationalized Bank at Bhubaneswar / Headquarters of Divisional Manager-CKL concerned. This can also be deposited through R.T.G.S /NEFT by the interested firms. If the full purchase price is not paid within 60 [Sixty] days of the sale, the B.G [s] will be invoked to get the payment from the Bank and the purchaser will not be allowed to avail the facility for lifting of KL stock against B.G in future sales.

21. In case of Purchase for the purpose of export, the Purchaser shall give in writing to the authority conducting the sale as well as concerned Divisional Manager-CKL the detailed particulars viz: Name and Address of the party / Country to which export is to be made, details of contract entered into with the foreign buyer to prove the genuineness of the purchase for export before taking part in the sale.

22. VAT as per Odisha VAT Act 2004, Central sales Tax Act, Income Taxes, Levies, fees & duties etc. as applicable on the date of sale will be charged extra over and above the sale price to be realized from the Purchaser. Income Tax and surcharge as applicable will be collected at source as per provisions of section 206 C of Income Tax Act from Purchasers except those who produce the required exemption certificate from Assessing Officer of the Income Tax Department. The bidders are also to furnish update clearance certificate from respective authorities. Purchaser who are availing concessional certificate under section 206(C) of I.T. Act shouldn't exceed the limit fixed by respective assessing officer of I.T. In case of deviation, the purchaser has to pay the excess amount along with interest and penalty if any charged by I.T. Authority.

NB-Forest Development Tax shall not be collected on sale of Kendu leaves by OFDC Ltd., to its registered purchaser.

23. As per the sale policy of OFDC, the upset price is confidential and Award of Contract (AOC) is based on highest bidding rate approved by the authority for the particular lot. OFDC reserves the right to accept/reject any offer as per provision of the sale policy.

24.The Director[C]/ Managing Director of Odisha Forest Development Corporation Ltd. at his discretion may revive the contract or extend the time for payment of the sale value on receipt of application from the purchaser with specific reasons for delay in payment along with the required Bank Draft towards sale value and penalty for the period of delay and / or lifting of the stock beyond prescribed time limit on imposing penalty on case to case basis to cover the expenditure incurred or any inconvenience faced by the Corporation for any default by the purchaser. In no case lifting time beyond 105 days of sale shall be extended if sale value payment has not been made within 75th day of sale.

NB:- Penalty @22% per annum will be calculated for each day of delay in payment of all dues towards balance sale value/unpaid purchase price etc. after deducting the S.D/Addl. S.D paid earlier.

25. Only in exceptional circumstances and in case of genuine difficulties presented in writing, the Director [C]/ Managing Director may at his discretion relax the sale conditions stipulated.

26. Only the Courts at Bhubaneswar will have the jurisdiction over all litigations that may arise out of the aforesaid sale and no litigation shall be instituted in any Court at any other place.

For ODISHA FOREST DEVELOPMENT CORPORATION LTD

MANAGING DIRECTOR



ANNEXURE-B

ODISHA FOREST DEVELOPMENT CORPORATION LTD.

(A Government of Odisha Undertaking)

A/84, Kharvel Nagar, Bhubaneswar, Odisha-751001

[Website: www.odishafdc.com E-mail ID: general@odishafdc.com]

Phone-0674-2534086(PABX) / 2534869(KL-Section)

FAX-0674-2391055/253593

TERMS & CONDITIONS FOR e- SALE OF DEPARTMENTALLY COLLECTED PHAL KENDULEAVES OF ALL CROP YEARS

The sale of departmentally collected Phal Kendu leaf will be subject to the following terms and conditions of the e-sales conducted by OFDC Ltd. from 01.01.2015. The purchasers are therefore advised to refer these terms and conditions for sale of departmentally collected Phal Kendu leaf of all crop year.

1. Participation in the sale will be restricted only to those purchasers who have registered their names/Firms with Odisha Forest Development Corporation Ltd., & renewed for the purpose for 2014-15 financial year having Digital Signature Certificate (DSC) issued by any authorized agency and duly registered & validated with the State Procurement Cell of Odisha, Nirman Soudh, Unit-viii, Bhubaneswar.

EXPLANATION- For the purpose of registration, a purchaser has to apply in the prescribed form [which can be obtained from the office of the Divisional Manager-CKL Division, Sambalpur or Corporate office Bhubaneswar] along with TIN/VAT clearance /Non-assessment certificate & Income tax PAN card. He should deposit a sum of Rs20,000/(Rupees Twenty thousand) only in shape of account payee bank draft drawn in favour of Divisional Manager-CKL Sambalpur or in shape of National Saving Certificate (NSC) duly pledged in favour of D.M. [CKL] Sambalpur Division towards registration fee. The registration fee is refundable “as such” at the request of the purchaser within reasonable period and from that date registration will stand cancelled. Registration fee will be forfeited to Odisha Forest Development Corporation Ltd. in case of violation of any of the terms and conditions of sale. Registration is to be renewed every year preferably before Mini Auction sale on production of VAT clearance/ Non-assessment certificate and on payment of Rs1000/ (Rupees One Thousand) only towards renewal fee which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the Sale. Attested copies of up-to-date VAT clearance/ non-assessment certificate should be furnished by each applicant, except the dealers of outside the State.

[NB- Sale means e-Tender sale of Kendu leaves]

2. Bid/Offer will be per quintal of Phal Kenduleaves in whole rupee (exclusive of all taxes, duties, levies, fees etc.) and on ex-godown basis. The purchaser has to download the concerned BOQ [Nabarangpur Division] to offer his rate against interested lot(s) in terms of whole rupee and then to upload the same with due validation in the process. **The purchasers are instructed not to quote 0(Zero) rate but leave the cells blank in respect of rest non interested lot(s).** The purchaser may add, alter, withdraw and edit his offer within the time

schedule for receiving of tender. Result of tie lot(s) if any will be decided separately on receipt of revised offers in sealed covers, to be submitted within 2days i.e 5PM of 11.01.2015.

3. The intending purchasers are advised to inspect the Kendu leaf bags in different godowns after contacting the concerned Divisional Manager-CKL and/or Sub-Divisional Manager-KL before participating in the sale. Participation in the sale shall be considered as complete proof of the fact that the purchaser is satisfied with the quality of the stock.

4. The Authority conducting the sale shall have the right to reject /cancel any/all bid / offer including the highest bid[s] or to postpone or to cancel or to withdraw any/all lot(s) without assigning any reason thereof. He may not allow a purchaser[s] to participate in the sale for causing obstructions in the sale process or acts in a manner detrimental to the sale process. He may at his discretion reject the highest bid of any purchaser whose performance with regard to lifting of materials purchased by him in any of the sales conducted during last two years has been irregular and unsatisfactory. He shall not be answerable in any court of law or in any forum in any manner for rejection of any sale.

5. Sale once finalized in favour of a purchaser cannot be subsequently transferred wholly or partly to any other purchasers/firm.

6. The purchaser shall be bound by all Forest Department Rules and Regulations in vogue in connection with the purchase and transit of the Kenduleaves.

7. The purchaser shall furnish his e-mail ID/ postal address clearly to which all communications relating to sale will be sent. Any letter or communication sent to purchaser on such address by Regd. post or Speed post will be deemed to have been received by him even if returns undelivered.

8. The supply of Phal leaves will be in bags weighing about 40 Kg approximately each. At the time of taking delivery, each bag will be weighed. The weighment list will be signed by the purchaser or his authorized representative and the official of the Odisha Forest Development Corporation Ltd. nominated for the purpose. After weighment, each bag will be stencil marked by the purchaser and payment will be made accordingly.

9. In case of e-tender sale, the intending tenderer is required to pay Earnest Money Deposit [EMD] @ Rs10,000/ [Rupees ten thousand] only for each lot subject to minimum EMD of Rs25,000/[Rupees twenty five thousand] only in shape of bank draft drawn on any nationalized bank at Bhubaneswar in favour of Odisha Forest Development Corporation Ltd. and scanned copies of the draft(s) are to be uploaded along with requisite documents. No tender, without requisite earnest money will be considered valid. Earnest money will not be accepted in shape of Cheque/Cash. The EMD can also be accepted through RTGS/NEFT, and scanned copies in support of such deposits must be uploaded with the tender documents. The original documents should reach Corporate Office within two days (48 hours) of scheduled time for receiving of tender i.e.by 5PM of 11.01.2015, failing which the offer is likely to be rejected.

10. In case the offer is accepted, the earnest money will be adjusted towards the security deposit. The earnest money will be refunded to the bidder[s] “as such” in case offers are not accepted.

11. The Bidder will not be eligible to rescind or withdraw his offer between the date of sale and the date of final approval by the Corporation provided that the date of final acceptance does not exceed 45 days after the date of opening of tender. In the event of violation of this provision, the EMD will be forfeited.

EXPLANATION: - In case of e-tender sale the date of sale means the date of issue of ratification order. All the payments like EMD, SD, Balance sale value etc, shall be made in shape of Account payee Bank draft drawn on any Nationalized /scheduled Bank payable at Bhubaneswar in favour of Odisha Forest Development Corporation Ltd. Payment through R.T.G.S./NEFT can also be made by intending purchaser in bank account as follows:

<u>Name of the Bank/Branch</u>	<u>Account No</u>	<u>IFS Code</u>
• Punjab National Bank, Station Square, BBSR	0553001800000024	PUNB0055300
• Indian Overseas Bank, Station Square, BBSR	015902000001963	IOBA0000159

• If the due date of payment falls on a holiday, the next working day will be treated as the due date of payment.

NB:-For the purpose of transfer of funds through RTGS/NEFT, the purchaser(s) have to transfer the funds from his/their account. No transfer from account of other individuals/firm will be entertained.

12. The purchaser whose bid/offer is finally accepted shall pay security deposit within 15 [Fifteen] days of sale, in shape of bank draft drawn in favour of OFDC Ltd. on any nationalized/scheduled Bank payable at Bhubaneswar @ 25% of the purchase price of the stipulated quantity. But in case the value of a KL lot is equal to or less than Rs 5,00,000/ [Five lakhs] then the purchaser has to pay the full sale value at a time instead of 25% SD, within 15[Fifteen]days of sale and lift the KL lot(s). If the purchaser fails to deposit the same within 15 [fifteen] days, the sale will be liable to be quashed, his registration will be cancelled and registration fee will be forfeited to Corporation. The Managing Director/Director-C of Odisha forest Development Corporation Ltd. will be at liberty to forfeit the whole or any part of the Security Deposit for non-performance of the conditions of sale or for any default of the purchaser without aid of any court of law and without prejudice to any other legal action.

13. After payment of security deposit, the purchaser shall be required to execute an agreement with Odisha Forest Development Corporation Ltd. A sample copy of the agreement may be seen in the Head office/concerned DM office of Odisha Forest Development Corporation Ltd. on any working day during office hours.

14. The purchaser shall pay the balance 75% of sale value within 60 [sixty] days of sale failing which the sale will be cancelled, with forfeiture of security deposit to the Corporation and the lot(s) will be resold at the risk of the purchaser.

15. On payment of full sale value in time, the purchaser has to lift the lot(s) within 120 (One hundred twenty) days of the sale. If full sale value is paid but the purchased lot(s) has not been lifted within 120 days of ratification of sale, then the purchaser will cease to have any right over the produce. The sale will be treated as cancelled and amount deposited towards security deposit/ sale value of the lot(s) will be forfeited to the Corporation and the purchased lot(s) will be resold as Corporation property.

16. When the purchaser is allowed to lift the Kendu leaf lot(s) after the period of 120 (One Hundred Twenty) days from the date of sale, he shall have to pay godown rent @ Rs 5/-(Rupees five) only per actual bag per month or fraction of a month.

17. In case a purchaser who purchases more than 20,000 actual Phal KL bags in one sale and pays full sale value within the stipulated time of 60 days, then he has to pay godown rent @ Rs 2.00 per actual bag per month or fraction of a month for the period after 120th day of sale.

18. A purchaser may at the discretion of the Director(Commercial)/ Managing Director upon making an application in this regard and obtaining prior confirmation in writing be allowed to lift the stock against Bank Guarantee(s) obtained from a Nationalized Bank in the form prescribed by the Corporation for the value of the stock purchased. The Bank Guarantee(s) should contain the name, designation and signing power number of Manager of the issuing Bank below his signature. The said Bank Guarantee(s) shall be furnished within 15 (fifteen) days from the date of sale and lifting of stock sold against such Bank Guarantee(s) shall be completed within 60 days of sale. Lifting of Kenduleaves against Bank Guarantee(s) will be allowed to the extent of 95% of the face value of the Bank Guarantee(s). The unpaid purchase price shall be paid within 60 (sixty) days of acceptance of the bid/offer. Full sale value of the stock allowed to be lifted against Bank Guarantee(s) shall be deposited by way of Account payee Bank Draft drawn in favour of Odisha Forest Development Corporation Ltd. on any Nationalized /scheduled Bank payable at Bhubaneswar. If the full purchase price is not paid within 60 (sixty) days, the Bank Guarantee(s) will be invoked to get the payment due, from the Bank and the purchaser will not be allowed to avail the facility for lifting of Kendu leaf stock against Bank Guarantee in future sales.

19. VAT/ as per Odisha VAT Acts and rules, Central sales Tax, Income Taxes other taxes, levies, fees & duties etc. as applicable on the date of sale / billing will be charged over and above the sale prices and to be realized from the purchaser . Income tax will be deducted at source as per provisions of Section 206C of the Income Tax Act etc. except those purchasers who produce the required exemption certificate from the Assessing Officer of the Income Tax Department.

N.B.- Forest Development Tax shall not be collected from the Purchasers.

20. The Director(Commercial)/Managing Director of Odisha Forest Development Corporation Ltd. at his discretion may extend the time for payment of sale value and/ or lifting of stock beyond above prescribed time limit on imposing penalty on case to case basis to cover the expenditure incurred or any inconvenience caused to the corporation for any default by

the purchaser. Only in exceptional circumstances and in case of genuine difficulties Director [Commercial] / Managing Director may at his discretion relax the above sale conditions.

21. Penalty will be levied for each day of delay in payment beyond scheduled date @ 22% per annum and on the balance sale value/unpaid purchase price after deducting the S.D paid earlier in shape of Bank Draft/Cash.

22. As per the sale policy of OFDC, the upset price is confidential and Award of Contract (AoC) is based on highest bidding rate approved by the authority for the particular lot. OFDC reserves the right to accept/reject any offer as per provision of the sale policy.

23. Only the Courts at Bhubaneswar will have the jurisdiction over all litigation that may arise out of the aforesaid sale and no litigation shall be instituted in any court at any other place.

For ODISHA FOREST DEVELOPMENT CORPN. LTD.

MANAGING DIRECTOR

ANNEXURE-C

ODISHA FOREST DEVELOPMENT CORPORATION LIMITED

A Govt. of Odisha Undertaking

A/84-Kharvela Nagar,Bhubaneswar-751001

PHONE-2534086 [PABX]-2534869_[MANAGER-KL]FAX-0674-25359342534869_[MANAGER-KL]

Website-www.odishafdc.com

THE RE-SALE OF PHAL KENDU LEAVES [ADVANCE SALE] LOTS OF 2013 CROP WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1.The intending purchasers are advised to inspect the Kendu leaf bags in different godowns after contacting the concerned Divisional Manager-CKL and/or Sub-Divisional Manager-KL before participation in the e-tender. Participation in the sale shall be considered as complete proof of the fact that the purchaser is satisfied with the quality and quantity of the stock. No Complaint whatsoever regarding quality, quantity and disposition etc, of the leaves are to be entertained after the sale.

2. The sale/supply of Phal leaves will be in terms of standard bags[1S.B =1250 keries containing 50000 leaves].The intending purchasers are required to quote ex-godown rates per Standrad Bag (SB) of Phal leaves in whole rupee (exclusive of all taxes, levies, fees & duties etc.) against each lot.

N.B.- Forest Development Tax shall not be collected from the Purchaser.

3. The Managing Director of Odisha Forest Development corporation Ltd., reserves the right to reject any or all the offers without assigning any reason thereof. He is not bound to accept the highest offers. He shall not be answerable in any court of law or in any forum in any manner for rejection of any offer/bid.

4. Sale once finalized in favour of a purchaser can't be transferred subsequently to any other person.

5. The purchaser shall be bound to abide by all forest Department rules and regulations in connection with the purchase and transit of Kenduleaves.

6. In case of e-tender sale, the intending purchaser is required to deposit earnest money [EMD] @ Rs 50/-per standrad bag for the notified quntity in the lot[s] in shape of Bank draft drawn on any nationalised bank in favour of Odisha Forest Development Corporation Ltd.,and payable at Bhubaneswar, and scanned copies of the draft(s) are to be uploaded along with requisite document. No tender without requisite earnest money will be considered valid. Earnest money will not be accepted in shape of cheque/cash. The EMD can also be accepted through RTGS/NEFT and scanned copies in support of such deposits must be uploaded with the tender document. The original documents should reach corporate office within two days (48 hours) for receiving of tender i.e up to 5PM of 11.01.2015, failing which the offer is likely to be rejected.

7. In case the offer/bid is accepted , the earnest money will be adjusted towards the security deposit. The earnest money will be refunded as such in case offers are not accepted.

8. The bidder will not be eligible to rescind or withdraw his offer between the date of sale and the date of final approval by the Corporation provided that the date of final acceptance does not exceed 45 days after the date of sale . In the event of violation of this provision, the EMD will be forfeited.

9. The bidder whose offer is finally accepted shall pay security deposit [SD] in shape of bank draft drawn in favour of OFDC Ltd. on any Nationalised Bank payable at Bhubaneswar @ 25% of the purchase price of the stipulated quantity.The Managing Director/Director [Commercial] of Odisha forest Development Corporation

Ltd. will be at liberty to forfeit the whole or any part of the Security Deposits for non-performance of the conditions of contract or for any default of the tenderer without aid of any court of law and without prejudice to any other legal action. In case the value of a KL lot is equal to or less than Rs.500000/- [Five lakhs], then the purchaser has to pay the full sale value at a time instead of 25% SD within 15 [fifteen] days of sale.

10. The Security Deposit / full sale value of a lot less or equal to Rs.500000.00 [Rupees Five lakhs] shall be paid within 15 [fifteen] days from the date of acceptance of the offer. If the tenderer fails to deposit the same within 15 [fifteen] days as specified above the sale will be liable to be quashed, his registration will be cancelled and the EMD and Registration fee will be forfeited to Corporation. In case of satisfactory completion of the contract, the security deposit will be refunded to the purchaser after realisation of full sale value of the Kenduleaf lot[s] sold to him. This may also be adjusted towards the last instalment of the purchase price at the discretion of the Director [Commercial] / Managing Director .

NB-Date of acceptance of sale means date of issue of ratification order.

11. After deposit of Security amount, the purchaser shall be required to execute an agreement with Odisha Forest Development Corporation Ltd at Head Office. A sample copy of the agreement may be seen in the Head office/concerned DM office of Odisha Forest Development Corporation Ltd. on any working day during office hours.

12. The purchaser shall pay the balance 75% of sale value within 60 days of the issue of ratification order, failing which the sale will be cancelled and the security deposit will be forfeited to the Corporation and lot(s) will be resold. In case the Security Deposit and full sale value are paid in time, the purchaser has to lift the lot(s) within 120 (one hundred twenty) days of the sale. If full sale value is paid but the purchased lot(s) has not lifted within 120 days of ratification of sale, the purchaser will cease to have any right over the produce. The sale will be treated as cancelled and the amount deposited towards Security Deposit/ sale value of the lot(s) will be forfeited to the Corporation. The said lot(s) will be resold as corporation property, at the risk and cost of the purchaser.

13. Penalty will be charged @ 22% per annum towards delayed payment beyond 60 days of sale. Penalty will be calculated for each day of delay and on the balance sale value/unpaid purchase price after deducting the S.D paid earlier in shape of Bank Draft/Cash.

14. *When the purchaser is allowed to lift the Kenduleaf lot(s) after the period of 120 (one hundred twenty) days from the date of issue of ratification order, he shall have to pay godown rent @ Rs.5/- (Rupees five)only per actual bag per month or fraction of a month.*

15. A purchaser may at the discretion of the Director (Commercial)/ Managing Director upon making an application in this regard and obtaining prior confirmation in writing may be allowed to lift the stock against Bank Guarantee(s) obtained from a Nationalised Bank in the form prescribed by the Corporation for the value of the stock purchased. The Bank Guarantee(s) should contain the name, designation and signing power number of Manager of the issuing Bank below his signature. The said Bank Guarantee(s) shall be furnished within 15 (fifteen) days from the date of sale and lifting of stock sold against such Bank Guarantee(s) shall be completed within 60 days of sale. Lifting of Kenduleaves against Bank Guarantee(s) will be allowed to the extent of 95% of the face value of the Bank Guarantee(s). The unpaid purchase price shall be paid within 60 (sixty) days of acceptance of the sale. Full sale value of the stock allowed to be lifted against Bank Guarantee(s) shall be deposited by way of Account payee Bank Draft drawn in favour of Odisha Forest Development Corporation Ltd. on any Nationalised Bank at Bhubaneswar/ Headquarters of the Divisional Manager-CKL concerned/through RTGS with Head Office If the full purchase price is not paid within 60 (sixty) days, the Bank Guarantee(s) will be invoked to get the payment from the Bank and the purchaser will not be allowed to avail the facility for lifting of Kenduleaf stock against Bank Guarantee in future sales.

16. VAT as per Odisha VAT Act, 2004, Central sales Tax, Income Taxes other taxes, levies, fees & duties etc. as applicable on the date of sale/billing will be charged over and above the sale prices and to be realized from the purchaser . Income tax will be deducted at source as per provisions of Section 206C of the Income Tax Act etc. except those purchasers who produce the required exemption certificate from the Assessing Officer of the Income Tax Department.

17. Any letter or communication sent to purchaser by Registered Post or Courier will be deemed to have been received by him even if returned undelivered.

18.The Director(Commercial)/Managing Director of Odisha Forest Development Corporation Ltd. at his discretion may revive the contract or extend the time for payment of sale value and/ or lifting of stock beyond above prescribed time limit on imposing a penalty to cover the expenditure incurred or any inconvenience caused to the corporation for any default by the purchaser.

19. Only in exceptional circumstances and in case of genuine difficulties Director[Commercial] / Managing Director may at his discretion relax the above sale conditions.

20.As per the sale policy of OFDC Ltd. the upset price is confidential and the Award of Contract(AoC) is based on highest bidding rate approved by the authority for the particular lot .OFDC reserves the right to accept/reject any offer as per provision of the sale policy.

21. Only the Courts at Bhubaneswar will have the jurisdiction over all litigation that may arise out of the aforesaid sale and no litigation shall be instituted in any court at any other place.

For **ODISHA FOREST DEVELOPMENT CORPN. LTD.**

MANAGING DIRECTOR



ANNEXURE-D ODISHA FOREST DEVELOPMENT CORPORATION LTD.

(A Government of Odisha Undertaking)

A/84, Kharvel Nagar, Bhubaneswar, Odisha-751001

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THE SALE OF QUALITY IV [INFERIOR] PROCESSED KL / SEIZED /PHAL LOTS OF ALL CROP YEAR WILL BE SUBJECT TO THE FOLLOWING TERMS & CONDITIONS.(REVISED)

1. Bidding will be allowed only to the Purchasers, registered / renewed for the purpose with Odisha Forest Development Corporation Ltd.(OFDC) for the financial year 2014-15. A person representing a registered purchaser should be in possession of valid power of attorney. An attested photo copy of the said power of attorney shall be furnished to the authority conducting the e-Tender as well as concerned Divisional Manager (C-KL) before taking part in the e-Tender sale. The act of taking part in the e-Tender will be deemed to be unconditional acceptance of all terms and conditions of the said notice by the bidder..

“EXPLANATION- For the purpose of fresh registration, the prospective purchaser has to apply in the prescribed form which can be obtained from the office of the Divisional Manager-CKL Division, Sambalpur or Corporate Office, OFDC Ltd. Bhubaneswar along with TIN/VAT clearance /Non-assessment certificate & Income tax PAN Card. He should deposit a sum of Rs **20,000.00 (Rupees twenty thousand)** only in shape of Account payee Bank draft drawn in favour of Divisional Manager-CKL, Sambalpur / OFDC Ltd Bhubaneswar and payable at Sambalpur/ Bhubaneswar respectively or in shape of NSC duly pledged in favour of D.M. [CKL] Sambalpur Division towards registration fee. The registration fee is refundable “as such” at the request of the purchaser within a reasonable period and from that date, the registration will stand cancelled.

Registration will remain valid for one financial year and is to be renewed every year on production of VAT clearance in Form VAT-612 (except the dealer of outside the state/ Non-assessment certificate and on payment of Rs**1000.00 (Rupees One thousand)** only towards renewal fee which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the E-Tender. Registration fee will be forfeited to Odisha Forest Development Corporation Ltd. in case of violation of any of the terms and conditions of sale.

2. Bid will be per quintal of Processed /Seized/Phal Kenduleaves in whole rupee (exclusive of all taxes, duties, levies, fees etc.) and on “**as is where is basis**”.

3. The intending purchasers are advised to inspect the Kendu leaf bags in different godowns after contacting the concerned Divisional Manager-CKL and/or Sub-Divisional Manager-KL before participating in the sale. Participation in the sale shall be considered as complete proof of the fact that the purchaser is satisfied with the quality and quantity of the stock. No complaint what so ever regarding quality, quantity or other defects will be entertained in respect of any kendu leave lot(s) after the finalization of the sale in favour of the highest bidder.

4. The Authority conducting the sale shall have the right to reject /cancel any/all bid / offer including the highest bid[s] or to postpone or to cancel or to withdraw or to change the sequence of sale of any/all lot(s) without assigning any reason thereof. He may not allow a purchaser[s] to participate in the sale for his discourteous behaviour, causing obstructions in the sale process or acts in a manner detrimental to the sale/e-Tender process. He may at his discretion reject the highest bid of any purchaser whose performance with regard to lifting of materials purchased by him in any of the sales conducted during last two years has been irregular and unsatisfactory. He shall not be answerable in any court of law or in any forum in any manner for rejection of any sale. Ordinarily the lot(s) notified in the sale notice will not be subject to any addition or withdrawal.

5. Sale once finalized in favour of a purchaser can not be subsequently transferred wholly or partly to any other purchasers/firm.
6. The purchaser shall be bound by all Forest Department Rules and Regulations in vogue in connection with the purchase and transit of the Kenduleaves.
7. Any letter or communication sent to purchaser by Registered post/speed post will be deemed to have been received by him even if it returns undelivered.

8. The Purchaser or duly authorized representative participating in the e-Tender on behalf of the purchaser will abide with the foregoing terms and conditions of sale and execute an agreement with Corporation in the bid sheet itself by putting full signature of the purchaser/ authorized representative with date and witnesses thereof.

9. The highest bidder in case of processed leaves whose offer is accepted shall pay the full sale value together with VAT as per Odisha VAT Acts and rules, levies, fees & duties etc. as applicable within seven days from the date of sale. If the due date of payment falls on a holiday, the next working day will be treated as the due date of payment. Failure to pay the sale value as above will result in cancellation of sale and registration with forfeiture of registration fees and the lots will be resold at the risk of the purchaser.

10. The payment of sale value etc. shall be made in shape of Account payee Bank Drafts drawn on any Nationalized/ Scheduled Bank payable at Bhubaneswar in favour of Odisha Forest Development Corporation Ltd. in A/C No.0553001800000024 of Punjab National Bank, Bhubaneswar, and A/C No.015902000001963 of I.O.B. Bhubaneswar. Payment to these Bank Accounts can also be made through RTGS/NEFT as follows:

<u>Name of the Bank/Branch</u>	<u>A/C No</u>	<u>IFS Code. No</u>
Punjab National Bank, Station Square, Bhubaneswar	0553001800000024	PUNB0055300
Indian Overseas Bank, Station Square, Bhubaneswar	015902000001963	IOBA0000159

N.B.:- For the purpose of transfer of funds through RTGS/NEFT the purchaser(s) have to transfer the funds from his/their account. No transfer of funds from the account of other individuals/firm will be entertained.

11. The highest bidder will lift the lot(s) within 30 (thirty) days from the last date of sale. In the event of failure to lift the materials within 30 (thirty) days , the sale will automatically be treated as cancelled with forfeiture of deposits. However extension of time for lifting of the stock up to 1(one) more week may be granted at the discretion of the Director-C/ Managing Director by imposing penalty @ `1000/- per lot per week or part of a week for processed inferior/seized kendu leaves and @`5/- (Rupees Five) only per actual bag in case of inferior phal lots as the case may be. If the bags are not lifted within the extended period, the stock would be treated as “unclaimed property” and put to resale by the concerned Divisional Manager in the next sale at the risk of the purchaser.

12. VAT as per Odisha VAT Acts and rules, Central sales Tax Act, Income Taxes, Levies, fees & duties etc. as applicable on the date of sale/billing will be charged extra over and above the sale price to be realized from the Purchaser. Income Tax and surcharge as applicable will be collected at source as per provisions of section 206 [C] of Income Tax Act from Purchasers except those who produce the required exemption certificate from Assessing Officer of the Income Tax Department.

NB:-Forest Development Tax shall not be collected on sale of Kendu leaves by OFDC Ltd. from its registered purchasers

13. In exceptional circumstances of genuine difficulties and in any cases of force measure leading to absolute necessity to do so, if presented in writing, the Director-Commercial/ Managing Director of OFDC may at his discretion relax the conditions stipulated, on case to case basis.

14. Only the Courts at Bhubaneswar will have the jurisdiction over all litigations that may arise out of the aforesaid sale and no litigation shall be instituted in any Court at any other place.

for ODISHA FOREST DEVELOPMENT CORPN. LTD.

MANAGING DIRECTOR