

ODISHA FOREST DEVELOPMENT CORPORATION LIMITED

A/84-Kharvela Nagar, Bhubaneswar-751001

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**SALE NOTICE FOR ADVANCE SALE OF PHAL KENDU [TENDU] LEAVES OF 2015 CROP TO BE
COLLECTED IN PART OF JEYPORE & KHARIAR FOREST KL DIVISION OF ODISHA STATE (AUCTION SALE
ON DT.19.1.15) AT IDCOL AUDITORIUM,BHUBANESWAR
(FOR REGULATED LOTS)**

Introduction

As per the prevailing procedure, the K.L Organization of Forest Department will collect and pay the collection charges of Kenduleave as fixed by the Government to the primary collectors for the Kenduleave at different collection centers (Phadies) of Khariar (KL)Division and part of Jeypore(KL)Division excluding phal lots of Malkangiri District. The green leaves in phal areas will be handed over by the KL Organization of Forest Department to the purchasers at the collection centers only. The subsequent treatment, transport and godowning etc.of delivered Kendu leaves will be done by the purchasers at their own expenses.

Now therefore, the Corporation acting in the name and on behalf of the Govt of Odisha, invites competitive bidding from persons, Registered Firms, Societies, Companies etc. registered and renewed for the year 2014-15 with the Corporation, for the purchase of about **20500** standard bags of Phal kendu leaves 2015 crop of Jeypore & Khariar Forest KL Division. Persons, Registered firms, Societies, companies etc. not registered with OFDC Ltd may also participate in the sale pending other formalities of registration at [C-KL] Division Sambalpur or online registration within fifteen days of conclusion of sale and prior to execution of agreement.

2. Definitions and terms and conditions of Sale and instructions for Bidders

The definition of different words and expressions which has been used in this sale notice including its Annexure and Schedule shall unless the context otherwise requires, be as are given in the Terms and Conditions of the Sale and instructions for the Tenderers/Bidders contained in Annexure-I. These "Terms and conditions of sale and instructions for tenderers/bidders" shall form part and parcel of this sale notice, and shall be construed as included in this notice for all purposes.

3. Lot list and contract period

Bids/Offer are invited for purchase of the lots of Kendu leaves comprising of all Phadies in a K.L Section quoting the rate per standard bag of 50,000 leaves (1250 Kerries and each Kerry containing 40 leaves including two cover leaves) to be collected by the K.L. Organization of Forest Department for the contract period ending on 29/02/2016.

4. The successful bidder has to furnish an agreement in Form given at Annexure-III

5. Execution of Purchaser's Agreement

(i) The lot wise acceptance of the offer of the successful Purchaser will be ordinarily published in our website on the next working day and also intimated to them through letters which will come into force and the said bidder will be treated as the purchaser of the lot(s).

(ii) The successful purchaser shall have to execute an agreement with OFDC Ltd. in the form given in Annexure-IV (purchaser's agreement) in respect of every lot within 21 days of acceptance of his offer by the Corporation on deposit of Security amount @25% of the total sale value of the lot(s). In exceptional circumstances this period may be extended for a further period of seven days by the Director(c)/ Managing Director of OFDC Ltd. on depositing of a non-refundable fee of Rs 2000/- (Rupees two thousand) by the tenderer. If the 21st / 7th day described as above is a public holiday, the agreement can be executed on the next working day. The period of 21 days / 7 days shall be counted from the date of issue of the acceptance order by the Corporation.

iii) In the event of non-execution of agreement, the sale of the lot(s) and registration with corporation shall be liable to be cancelled along with forfeiture of E.M.D.as well as Registration fees to OFDC Ltd and

the purchaser may be black-listed by the Director(c)/ M.D. for a period which may extend up to 3 (three) years. Further the said lot will be disposed of at the risk of the purchaser.

6. Payment of Amount due

The purchaser shall make payment of the purchase price due, which should not be less than 90% of the estimated target of Production of any lot in the manner provided in the purchaser's agreement in three equal installments on or before the following dates with taxes, duties etc.

Number of the Installment	Due Date of payment
Ist	16/08/2015
IIInd	16/09/2015
IIIrd	16/10/2015

All payments like EMD, S.D. & Balance sale value etc. are to be made in shape of Account payee Bank Draft/Demand Draft drawn on any Nationalized/Scheduled Bank payable at Bhubaneswar in favour of Odisha Forest Development Corporation Ltd. either in A/c number 015902000001963 of Indian Overseas bank or A/C number-0553001800000024 of Punjab National Bank. Payment through R.T.G.S/N.E.F.T can also be made obtaining the IFS Code from the Corporate Office.

7. Delivery of leaves

I] Delivery of leaves will be made after payments of the installments due in accordance with the provisions contained in the Annexure – I & IV.

II] If the purchaser at the discretion of the Director(c) /Managing Director upon making an application in this regard and obtaining prior confirmation in writing may be allowed to avail the facility of taking delivery of Kendu leaves against bank guarantee, as per the manner provided in Clause–7 of the Purchaser's Agreement in Annexure-IV. The Bank Guarantee shall be in the form given in Annexure-V.

8. Annexures

Annexure-I and III to V and Schedules, referred to above which are annexed to this Sale Notice will be treated as part & parcel of this sale notice for all purposes and may therefore be seen for reference. The bidders are, therefore, advised to retain this sale notice including Annexure- I and III to V for use in future tender / auction etc.

9. Acceptance of the terms and conditions

The act of submitting the tender/participating in auction shall be deemed to be unconditional acceptance of terms and conditions contained therein.

10. In the event of non-execution of Purchaser's Agreement or cancellation of Purchaser's Agreement, the amount of loss will be computed as follows:

The expected receipts including taxes in concerned Tender/Auction [+] expenditure on storage, supervision etc.up to disposal [-] receipts including taxes from subsequent Tender/Auction sale.

For Odisha Forest Development Corporation Ltd

Sd/

Managing Director

ANNEXURE-I
TERMS AND CONDITIONS OF SALE AND INSTRUCTIONS FOR THE TENDERERS /BIDDERS
FORMING PART OF THE SALE NOTICE NUMBER – 1490 DATED 30.12.2014
AUCTION SALE DT.19.1.15 AT IDCOL AUDITORIUM, BHUBANESWAR
(FOR REGULATED LOTS)

The followings are the terms and conditions of the Sale and instructions for the Tenderers/Bidders and the definitions of the different words and expressions which have been used in the Sale Notice including its Schedules and Annexures. These shall form part and parcel of the Sale Notice.

1. DIFINITIONS

In the Sale Notice including its Annexures and schedules unless the context other wise requires,

(i) **“ACT”** means, the Orissa Kenduleaves (Control of Trade) Act, 1961 and other ancillary acts & rules made there under connected with such trade.

(ii) **“GOVERNMENT”** means, State Government of Odisha as well as Central Govt.

(iii) **“CORPORATION”** means, Odisha Forest Development Corporation Ltd. having its Corporate Office at A/84, Kharavelanagar, Bhubaneswar-751001.

(iv) **“CHIEF CONSERVATOR OF FORESTS”** means Chief Conservator of Forests of the concerned Kendu leaf Circle.

(v) **“DIVISIONAL FOREST OFFICER”** means the Divisional Forest Officer of the concerned Kendu leaf Division.

(vi) **“ACF”** means concerned Asst. Conservator of Forests of Kendu leaf Division who is also called as SDFO in-charge of K.L. Sub-Division

(vii) **“RANGE OFFICER”** means Range Officer of the concerned K.L. Range.

(viii) **“SECTION”** means the geographical area of each K.L. Section in a K.L. Range.

(ix) **“SECTION IN-CHARGE”** means the officer of K.L. Organisation of Forest Department of Govt. in-charge of the concerned Section.

(x) **“GENERAL MANAGER”** means concerned General Manager-C Zone of the Corporation.

(xi) **“DIVISIONAL MANAGER”** means, concerned Divisional Manager (C-KL) Division of the Corporation.

(xii) **“PURCHASER”** means, the purchaser participated in the tender/auction by fulfilling all conditions of the sale and accepted as successful tenderer/bidder.

(xiii) **“AMOUNT DUE”** means, the amount which is the total of the purchase price of the lot and the Tax etc. payable on it, which the successful Tenderer/Bidder will have to pay. The purchase price along with Taxes, Levies, Fee etc payable on the collected/purchased quantity in addition to the notified quantity will also be included in it.

(xiv) **“ANNEXURE”** means Annexures to the Sale Notice.

(xv) **“ARREAR”** means any amount outstanding against tenderer/ purchaser which is due for payment to the Corporation and intimation of which has been sent by the Corporation or their officer by Registered Post at least 30 days prior to the last date of submission of the Tender/Auction.

(xvi) **“COLLECTION SEASON”** means, period of the Calendar year 2014 commencing from April to June.

(xvii) **“LOT”** means the Kenduleaves to be collected by the K.L. Organisation of Forest Department of K.L. Section of that particular K.L Range.

(xviii) **“PURCHASE PRICE”** means, that amount which is arrived at by multiplying the purchase rate defined in (xix) below by the actual quantity collected in standard bags of the lot, subject to minimum 90% of the estimated target.

(xix) **“PURCHASE RATE”** means, the rate offered by the tenderer per Standard Bag which has been accepted by the Corporation.

(xx) **“TAX PAYABLE”** means Value Added Tax [VAT], C.S.T., Income and other taxes, levies, duties etc as applicable from time to time on the purchase price of the Kendu Leaf Lot.

N.B- Forest Development Tax [FDT] shall not be collected from the purchasers

(xxi) **“OFFERED RATE”** means the rate per standard bag excluding all taxes, duties, levies & fees etc offered by the tenderer/bidder separately for each lot.

(xxii) **“TENDERER/BIDDER”** means a person or a Registered firm or Society, legal company etc ,who offers tender/bid for the purchase of Kenduleaves in accordance with the terms and conditions herein contained which expression shall include his heirs, successors, representatives and assignees.

(xxiii) **“PHADI”** means a place of collection, which is established and operated by the KL Organisation for collection of Kenduleaves from the primary collectors.

(xxiv) **“KERRY”** means a bundle of 40 Kendu leaves fit for bidi making including two cover leaves.

(xxv) **“STANDARD BAG”** means 50,000 Kenduleaves, consisting of 1250 Kerries comprising of 40 Kenduleaves including two cover leaves each.

(xxvi) Words and expressions which have not been defined above but which are defined in the Acts and Rules of Govt. will also have the same meaning as is assigned to them in the said acts and rules.

(xxvii) **“REGULATED AREA”** means the areas, where all the provisions of the Orissa Kenduleaves (Control of Trade) Act, 1961 and other ancillary acts & rules are fully applicable.

2. DETAILS OF UNITS/ KL SECTION

Detail of Units/ KL Section from which collection to be made is noted against each lot in the enclosure of Annexure-II (Lot list).

3. PROVISIONS OF STATUTORY ACT AND RULES/NOTIFICATION OF GOVT.

All the existing provisions as contained in the Acts and Rules and Notifications of Govt from time to time will be applicable to the purchasers and which shall form part and parcel of terms and conditions of the sale notice and purchaser's agreement.

4. PERSONS AUTHORISED TO OFFER BID ETC.

(i) Person/persons signing the bidsheet form shall state the capacity under which he/she/they have signed the bidsheet e.g. as a sole proprietor of the firm concerned or as the Director of its company or their P.A.Holder etc. In case of partnership firm the names of all the partners should be recorded and the bidsheet should be signed by all the partners or by their power of attorney holders duly authorized by all the partners, in all matters pertaining to the contract as recorded in the power of attorney or in the partnership deed. True copy of the Registered “Partnership Deed” should be furnished while signing the bid sheet, failing which the sale shall be liable for rejection. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the terms and conditions of the agreement during the currency of the contract thereof, notwithstanding the dissolution of the partnership in the mean time. In the case of a limited company, the bid sheet shall be signed by a person empowered to do so by the Company, copy of Memorandum and Articles of Association of the company and the letter authorizing the person for signing the bid sheet shall be provided, failing which the sale shall be liable for rejection. In the case of Hindu Undivided Family, the name of the family members should be recorded in the bid sheet and ‘Karta’ who can bind the family, should sign the bid sheet and indicate his status below his signature.

(ii) The person signing the bid sheet on behalf of another or on behalf of a Firm, shall submit the power of attorney or deed duly executed in his favour or the partnership deed giving him such power showing that he has the authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. If the person so signing the bid sheet fails to enclose the said power of attorney or partnership deed, his offer shall be liable for rejection. The power of attorney should be signed by all the partners in the case of partnership concerns, by the proprietor in case of a proprietor concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu undivided family the power of attorney should be signed by the ‘Karta’ who by his signature can bind the family.

(iii) Tenders/Offer submitted by such persons who are minors, or insolvent or who have been black listed shall be treated as invalid.

(iv) A tenderer/purchaser, who is in arrear, may pay the outstanding amount by Bank Draft/Demand Draft of any Nationalized Bank along with his tender payable to the Corporation, but if he fails to do so, the tender/offer submitted by such tenderer/bidder will be taken into consideration after deducting the outstanding amount from his Earnest Money Deposit.

(v) The Tender/offer submitted by tenderer/Bidder/registered firm/Society/ legal company who indulges in misconduct or disturbs peace during the process of sale at the venue fixed for the purpose, shall be declared as invalid and the Earnest Money deposited by them shall be forfeited and any loss suffered by the Corporation on account of declaration of such sale as invalid shall be recoverable from him and in addition, such person/registered firm/Society/ legal company shall be liable to be blacklisted by the Corporation for a period which may extend up to three years.

5. EARNEST MONEY DEPOSIT

(i) Bidders not registered /renewed with OFDC for 2014-15, has to pay Provisional Earnest Money deposit of Rs.50,000/- (Rupees Fifty thousand) only in shape of draft drawn in favour of OFDC Ltd, & payable at Bhubaneswar, for participation in the auction sale proceeding.

(ii) Every successful bidder shall have to pay the differential EMD towards final Earnest Money Deposit@Rs50/- (Rupees Fifty) only, per standard bag for the notified quantities of the lot(s) on the date of sale in shape of Bank Draft / Demand Draft as above otherwise the sale will be treated cancelled and the said firm will be blacklisted for a period, which may extend up to three years. For example if the notified quantity for a Lot is 500 Standard Bags, then the E.M.D would be Rs 50 x 500= Rs 25,000/- only.

(iii) In case of a successful bidder, Earnest Money Deposit shall in the first instance be adjusted towards payment of Security Deposit as required by condition No.9(i) and in case of unsuccessful bidder, the EMD will be refunded.

6. MANNER OF BIDDING

i) The purchaser shall offer/submit the rate per standard bag exclusive of any tax/cess for the purchase of kenduleaf for each lot. The rate should be quoted in whole rupee only.

ii) The bidders shall have to mention his correct and complete postal address in the bid sheet at the place prescribed for the purpose. Communication sent to him by Regd/speed post on this address will be treated to have been received by him, even if returns undelivered.

iii) The purchaser should fill up and sign every page of Annexure-III and enclose all necessary documents and Bidders agreement as duly executed with it and submit it as shown in clause-5.

7. WITHDRAWAL OF OFFERS ETC.

A tenderer/Bidder shall not withdraw his offer for any lot[s] after commencement of sale and shall be bound by his offer and by the terms and conditions of the Sale notice till issue of publication of the acceptance or rejection of his offer by the Corporation. In case of breach of this condition, earnest money /security deposit paid by him will be forfeited and he may also be blacklisted for a period which may extend up to three years.

8. ACCEPTANCE OF TENDERS

i) Corporation reserves the right to accept or reject the offer[s] of a lot or any of the lots without assigning any reason thereof. Managing Director, OFDC Ltd [MD] is not bound to accept the highest offer and not answerable in any Court of law or forum in any manner for such action.

ii) It should be expressly understood that calling for tender/auction does not take away the right of the Corporation in any manner to cause sale of the lot(s) put to sale. Corporation at its discretion may withdraw any lot or adopt any other method for sale or may subsequently decide not to sell for any other reason.

9. SECURITY DEPOSIT

i) The successful tenderer/bidder shall pay Security Deposit @ 25% of the full purchase price of the lot(s) within 21 [Twenty one] days of sale. If the security deposit is not paid at Corporate Office within 21 days, the sale of the lot(s) will be cancelled and the EMD will be forfeited to OFDC.

(ii) This Security Deposit can be adjusted either wholly or in part, as the case may be, by the Managing Director, OFDC Ltd towards any amount recoverable from the purchaser, including the purchase price under provisions of the Acts, Rules & Notification of Govt. Purchaser's agreement and the terms and conditions of the sale notice and all such deductions shall have to be made good, by the purchaser by depositing an equal amount within 15 days of issue of the notice to that effect.

(iii) If the dues to be recovered from the purchaser exceed the amount of security deposit, then the amount in excess shall unless made good to the Corporation within 15 days from the date of issue of the notice to that effect, be recoverable by way of initiating legal proceedings.

10. DELIVERY OF LEAVES

(i) The purchaser can remove/transport the leaves from the godown only after full payment of amount of installment due with taxes duties as applicable.

(ii) Removal/ transport of the one third of the total collected quantity of the lot shall be permitted after full payment of amount due of each installment with taxes duties as applicable.

(iii) Either during the godowning period or at the time of removal of leaves from the godown, no opening of bags for the selection of leaf from the lot will be permitted and the removal will be permitted from that side of the stack only, from which the removal has commenced. If the evidence of selection of leaves or removal of leaves from more than one side of stack is found during inspection of godown, in that case, it will be considered as specific violation of the purchaser's agreement.

11. TRANSFER OF SALE

No purchaser will be allowed to assign or transfer his agreement to another person/registered firm/legal company.

12. The Auction Conducting Authority of OFDC Ltd. reserves the right to reject any or all the bids without assigning any reason thereof.

13. Any letter or communication sent to purchaser by Registered/Speed Post will be deemed to have been received by him even if returns undelivered.

14. Only in exceptional circumstances and for genuine difficulties presented in writing, the Director©/ Managing Director, OFDC Ltd at his discretion may relax any of the stipulations as enumerated in the sale condition and may revive the contract or extend the time after imposing a penalty to cover the expenditure incurred or any inconvenience faced by the Corporation for any default by the purchaser.

15. Only the Courts at Bhubaneswar will have the jurisdiction over any litigations that may arise out of the above transactions.

For Odisha Forest Development Corporation Ltd

Sd/

Managing Director

LOT LIST FOR AUCTION FOR ADVANCE SALE OF PHAL K.L. IN **REGULATED AREAS** OF 2015
CROP TO BE HELD ON 19/01/15 AT IDCOL AUDITORIUM, BHUBANESWAR (RATE/S.B)

LOT NO	UNIT NO	QNTY[S.B]	RANGE	NAME OF KL SECTION
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1. JEYPORE	OFDC DIVISION	JEYPORE	FOREST DIVISION
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1. 03	106	2000	JEYPORE	RAMGIRI
2. 30	108	1200	BISAM CUTTACK	BISAM CUTTACK
3. 31	108	600	BISAM CUTTACK	THERUVALLI
4. 33	108	1750	BISAM CUTTACK	SIKARPAI

2. BHAWANIPATNA	OFDC DIVISION	KHARIAR	FOREST DIVISION
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1. 69	63B	2200	SINAPALI	KENDUMUND-1 & 2
2. 71	62B	5200	KHARIAR ROAD	BISHORA
3. 72	62B	3900	KHARIAR ROAD	BHOLESWAR
4. 73	62B	1000	KHARIAR ROAD	CHANABEDA

FOREST DIVISIONWISE QUANTITY PUT TO SALE ON -->19/01/15

FOREST KL DIVN.	NO.OF LOTS	STANDARD BAGS
1. JEYPORE	4	5550
2. KHARIAR	4	12300
TOTAL-->	8	17850

LIST OF COLLECTION CENTERS[PHADIES] OF ADVANCE SALE PHAL KL LOTS OF 2015 CROP
FOR AUCTION SALE DT.19/01/15

FOREST KL DIVISION	RANGE	SECTION	PHADIES(<u>REGULATED</u>)
JEYPORE	B.CUTTACK	B.CUTTACK	1.BADALIMA 2.BANDHAGUDA 3.BONDEIGUDA 4.CHANCHARAGUDA 5.GHAGUDIPADAR 6.JHEGEDI 7.KALIPONGA 8.KUSUMGUDI 9.LOHARAGUDI 10.MADAPADAR 11.MATRAGUDI 12.THUAPADI 13.VEJIPADAR
		SIKARPAI	1.BAMANGUDA 2.BHATPARASI 3.BINISHPUR 4.BIRIDA 5.BOLDIA 6.DEOLBADI 7.DHAMANPONGA 8.DHEPAGUDA 9.DULDULIGUDA 10.GUDUTULI 11.GUNDURIGUDA 12.K.P.GUDA 13.KAMTHANA 14.KUSUMSILA 15.TODRA
		THERUVALLI	1.AMALAVATA 2.ARBI 3.BHATPUR 4.BRUNDABADI 5.GUNAKHALA 6.LAKTIGUDA
	JEYPORE	RAMGIRI	1.BADAPADA 2.BALIGAON 3.BIRIGUDA 4.BOREIGUDA 5.DONDABADI 6.KAUDIAGUDA 7.MAJHIGUDA 8.MATHAPADA 9.MONDIKIJHARANA 10.PODEIGUDA 11.PUJHARIPUT 12.ROTOKHANDI 13.SINDHIGAON 14.TENTULIPADAR

LIST OF COLLECTION CENTERS[PHADIES] OF ADVANCE SALE PHAL KL LOTS OF 2015 CROP
FOR AUCTION SALE DT.19/01/15

FOREST KL DIVISION	RANGE	SECTION	PHADIES(REGULATED)
KHARIAR	KHARIAR ROAD	BHALESWAR	1.AMODI 2.BAKHARMAL 3.BARAKOTHI 4.BELTUKURI 5.BHALESWAR 6.DADARGAON 7.GUDAPATRA 8.KURUMUNDA 9.NEGIPALI 10.PANDRIPANI 11.SARAIPALI 12.SINGPUR 13.TAMKIDADAR
		BISHORA	1.BHANPUR-A 2.BHANPUR-B 3.BHOTTA 4.BHUSUDI 5.BISHORA 6.CHINGRASARA 7.CHUHURI 8.DHANORA 9.DOTTO 10.JHITKI 11.KANDADHAP 12.KODOMERI 13.KULIABANDHA 14.LUKUPALI 15.MASANKUNDA 16.PARKOD 17.RANIDARHA 18.SARDHAPUR 19.SEMERIA
		CHANABEDA	1.BAGARPANI 2.CHALMUNDA 3.D.NUAPADA 4.GODFULLA 5.JAMLI 6.JANGULA 7.JHALBAHAL 8.KALYANPUR 9.KERMELI 10.KODOMERI 11.MUDHELLA 12.PATPARPAI 13.SALIHA 14.THELKOBEDA
	SINAPALI	KENDUMUNDA-1&2	1.DHINGIAMUNDA 2.JHARBANDH 3.JHULENBAR 4.KASEIPANI 5.KENDUMUNDA 6.N.DARLIPADA 7.NAGJHAR 8.NUAGUDA 9.PENDREN 10.PHULCHI 11.TILEIMAL

BIDDER'S AGREEMENT
(Condition 6(iii) of Sale Notice)
(FOR BOTH REGULATED AND DEREGULATED LOTS)

This agreement is made on this (day). (month) of (year) between Odisha Forest Development Corporation Ltd.[OFDC] (hereinafter called 'CORPORATION' which expression shall where the context so admits include its successors/representatives and assignees in office) acting through the Managing Director, OFDC Ltd.,A/84-Kharavelanagar, Bhubaneswar of the 1st part and Smt/Shri/M/s. Son of
. Village. Police Station
. Dist. State.

(hereinafter called the Purchaser(s) which expression shall include his heirs, successors, representatives and assignees) of the 2nd part.

Whereas, trading in Kenduleave is regulated at present by the provisions of the Odisha Kendu Leaves (Control of Trade) Act,1961 and the Rules made there under.

And whereas, the Govt. has authorized the Corporation to sell the Green Kendu Leaves in advance to be collected in different KL Divisions of Orissa.i.e. Jeypore/ Khariar.

And whereas, the Corporation desires to dispose of the Kendu Leaves to be collected in different collection centres (Phadies) during 2015 collection season in advance and has issued notice inviting auction vide No- 1490 Dt 30.12.14 and also desires that the prospective Purchasers should execute an agreement before submission of the tender to abide by the conditions of the Sale Notice.

Now these present witness and the concerned person(s) or registered firm or legal company hereto hereby mutually agree as follows:

1. I/We. hereby declare that I/We have read and understood all the provisions of the Odisha Kendu Leaves (Control of Trade) Act 1961 and the Rules made there under, the conditions of the sale notice referred to above. Terms and conditions of sale etc. contained in Annexure-I of the Sale Notice and conditions of the purchaser's agreement appended to the Sale Notice and agreed to abide by the same.
2. I/We. hereby declare that I/We shall not withdraw my/our tender/offer after commencement of opening of tenders. I/we further declare that I/we shall be bound by my/our offer and by the terms and conditions of the sale notice till orders of competent authority, accepting/ rejecting my/our offer, are passed or another person or party is appointed as purchaser of the lot(s) for which I/we have submitted the offer.
3. In the event of my/our failure to abide by the conditions of this agreement, I/we. shall be liable to pay such penalty, as may be leviable under the terms and conditions of the Sale Notice.
4. This agreement shall be deemed and always be deemed to be subject to the provisions of the rules made there under and the orders and notifications issued from time to time under the said or any other Act & Rules imposed by Govt and of the terms and conditions of Sale Notice No.1490 dt.30.12.14 all of which shall form part of and shall be deemed to have become part of this agreement and shall be construed to have been specially provided for in this agreement.

5. I/We.....hereby declare that neither any dues of Forest Department/Corporation are outstanding against me/us in Odisha nor have I/We been blacklisted by the Government/Corporation.

In witness whereof the person/registered firm/company hereto have put their signature on the day and year written first above.

In the presence of witnesses:

1. Signature.....

Name-

Full postal Address

2. Signature.....

Name-

Full postal Address

Signature of Bidder

Name-

Full postal address-

In the presence of witnesses:

1. Signature.....

Name-

Full postal Address

2. Signature.....

Name-

Full postal Address

For and on behalf of

Bhubaneswar

M.D, OFDC Ltd.

PURCHASER'S AGREEMENT(Condition 5 of Sale Notice) **(FOR REGULATED LOTS)**

This agreement made this(day) of (month)(year) between the Odisha Forest Development Corporation Ltd. through it's..... OFDC Ltd, A/84-Kharavelnagar, Bhubaneswar hereinafter called 'Corporation' (which expression shall, where the context so admits, include his successor in office) of the one part and ShriSon of resident of Village and carrying on business in partnership with (i) Shri (ii) Shri (iii) Shri in name and style of a Company registered under the Indian Companies Act, 1913 (Act VII of 1913) , the companies Act, 1956 (Act 1 of the 1956) and having its registered office at(hereinafter referred to as the 'Purchaser' (which expression shall, unless the context does not so admit, include his heirs, executors and administrators, their survivors or survivors of them, the heirs, executors and administrators of the last survivor, the partners for the time being of the said firm, its successors) of the other part (strike out portions not applicable)

Whereas, trading in Kendu leaves in the State of Odisha is regulated by the provisions of the Orissa Kendu leaf (Control of Trade) Act, 1961 and Rules made thereunder and the statutory modifications made so far, as they are applicable to such trade.

Whereas the Government has allowed OFDC Ltd. for disposal of Kenduleaves and the Corporation had invited tender/auction for advance sale of Kenduleaves to be collected in 2015 collection season vide its notice No.1490 dt 30.12.2014 and has accepted the rate offered by the purchaser for purchasing the Kendu leaves of lot No- (in figures) (inwards) KL Section name and notified quantity in Standard Bags (in figures) (in wards) and which has been more fully described in the bid sheet and Schedule of the said Sale Notice on terms and conditions hereinafter mentioned and has agreed to appoint him as purchaser of the said leaves for the period ending 29/02/2016.

Now these presents witness and it is hereby mutually agreed between the parties here to as follows:

1. PERIOD OF PURCHASER'S AGREEMENT

This agreement will commence from (date) and shall remain in force up to 29/02/2016 unless terminated earlier, under the terms and conditions of this agreement.

2. PARTS OF THE AGREEMENT

This agreement shall always be deemed to be subject to the provisions of the Orissa Kenduleaf (Control of Trade) Act, 1961 and Rules made their under and orders and statutory modifications made so far from time to time under the said Act and Rules and the terms and conditions of the said Sale notice including the general/ other terms and conditions of the auction and instructions for bidders contained in Annexure-I of the Sale notice, all of which shall form part of and shall be deemed to have become part of this agreement and which shall be construed to have been specifically provided for in these presents.

3. PURCHASE RATES ETC.

The purchasers shall accept the Kendu leaves to be collected /purchased in this lot which can be more or less than the notified quantity at the rate of Rs [in figures] [in words] per Standard Bag. In addition to purchase price of the lot the purchaser will also pay the tax/cess etc. as leviable on the purchase price from time to time.

4. PROCEDURE FOR COLLECTION /PURCHASE, PAYMENT AND DELIVERY OF LEAVES AT COLLECTION CENTRE

I.(a) The purchaser shall take possession of 100 % of green Kenduleaves collected by the KL Section to ensure procurement of minimum 90% and above of the estimated quantity. On delivery to him which has been fully described in the enclosure of Annexure-II and at all collection centres given in Schedule and any other additional centre decided by the concerned Divisional Forest Officer-KL within next day of the date of collection from the KL Section or any person authorized by the concerned Divisional Forest Officer-KL. The purchaser will not purchase Kenduleaves directly from collectors/producers but the purchaser is allowed to keep his agents/ representatives in the Phadies related to him at the time of purchase of green leaves by KL Organisation of Forest Department.

Note- The purchaser shall not raise any objection for possession of the leaves delivered by the KL Section in charge to him in standard Kerry of 40 leaves including two cover leaves fit for manufacturing of bidies ,if they are less or more by one leave only.

(b) The purchaser will take the possession of Kerries only on the collection centers mentioned in 4.1(a) above. The leaves found on unauthorized Phadies/ place will be forfeited in addition to the action under the Act and this contract.

(c) No subsequent treatments to the delivered Kenduleaves shall be allowed to be done within the boundaries of Reserved Protected Forests except in forest village or rocky areas/ sandy bed, river and nalas. However all these operations will be carried out within half kilometers of village habitation preferably.

II] The KL Section in-charge will organize purchase/collection of Kenduleaves from the primary collectors to maximize collection to estimates and even above that and pay the collection rate as fixed by the State Govt.

III] Purchaser shall appoint a representative for each collection center. Purchaser will submit list of such representatives along with samples of their attested signature, addresses and photographs in duplicate to the concerned Divisional Forest Officer-KL on or before 01/04/15. If the concerned Divisional Forest Officer-KL directs the purchaser to remove any representative, the purchaser shall immediately remove such person and bar him from carrying out any work under this agreement.

IV) It is the responsibility of the representative of the Purchaser at every collection center that he will obtain the information of collection from KL Section daily during collection period. Representatives of the purchaser shall have to take possession of Kenduleaves on the basis of their particulars in the collection booklet and he shall give receipt in prescribed form to the representative of the In-charge of KL Section immediately after taking possession of Kenduleaves. The leaves which have been delivered to the purchaser and the leaves, delivery of which has not been taken by the purchaser within next day of the date of collection, will be at the risk of purchaser at the collection centers.

V) If the Purchaser fails to take delivery of the Kenduleaves within next day of the date of collection, in addition to any action for violation of the purchasers agreement, the concerned Divisional Forest Officer-KL in his discretion may take following actions for the part or the whole quantity of the Kenduleaves.

a]May refuse the delivery of Kenduleaves to the Purchaser.

b]May take further prescribed operations departmentally.

c]May deliver the leaves to the purchaser only after recovering the supervision charges of `50/- per standard bag.

d]If the leaves are delivered later on after drying and bagging to the purchaser by Forest Dept., then the purchaser will pay in addition to supervision charge as in V[c] the expenditure incurred on drying and bagging etc as decided by the concerned Divisional Forest Officer-KL whose decision shall be final and binding on the purchaser.

VI) The purchaser shall not refuse to take the delivery of the Kendu leaves offered by the KL Section in-charge unless leaves are unfit for the manufacture of bidies. The leaves not accepted by the

purchaser will be separately kept by the KL Section in-charge and will be produced for inspection to Range Officer/ Sub Divisional Forest Officer/ Divisional Forest Officer-KL or to any officer authorized by them. The inspecting officer will deliver his decision to the representative of the purchaser on the collection center within two days which will be final and binding on the purchaser.

VII) If the purchaser is offered any quantity in addition to notified quantity by the KL Section in-charge, the purchaser is bound to take delivery of the additional quantity in Phadies.

VIII) The purchaser will himself treat, bag, load, transport and godown the leaves after taking delivery of the green leaves and bear the expenses on these works himself. The purchaser is also responsible for the proper treatment of the Phadies to protect the leaves from termite and other insects. So the responsibility of any damage to the leaves from termite and other insects between collection and delivery is of the purchaser only.

IX) In case of any dispute regarding boundaries of KL Section, the decision of Divisional Forest Officer-KL concerned shall be final and binding on the purchaser.

X) If the concerned Divisional Forest Officer-KL in his discretion communicates to take the delivery of Hessian cloth and Jute twine, the purchaser shall be bound to take delivery of such quantity on the rates to be mutually agreed between the concerned Divisional Forest Officer-KL and the purchaser.

5. PAYMENT OF ADDITIONAL SECURITY DEPOSIT

If the collected quantity exceeds the notified quantity by more than 15%, then the purchaser shall deposit the additional Bank draft for 25% security deposit calculated on the basis of collected quantity before 30.6.2015 or the release of part/full quantity of Kendu leaves from godowns/phadies whichever is earlier.

6. PROCEDURE FOR PAYMENT OF AMOUNT DUE AND LIFTING OF KL BAGS

1.(a) If the purchaser wants, he can remove the bagged Kendu leaves up to the notified quantity of the lot from the collection centers under transit permit issued as per the provision of the Act and Rules by making payment in the office of the concerned Divisional Manager-CKL, OFDC Ltd the purchase price calculated on the basis of the notified quantity along with tax payable on it. If the collected quantity is more than the notified quantity then the permission for removal of additional quantity from the Phadies will be given only on the payment of additional amount due along with taxes.

(b) If the purchaser does not want to get the leaves released from the Phadies after paying the full balance amount due and expresses his written desire to store the leaves in the godowns under double lock of purchaser and Corporation to avail the facility of the payment in installments, he will be permitted to transport the leaves from Phadies to the godowns in the State of Orissa specially approved for this purpose by the concerned Divisional Manager-CKL or any officer authorized by him for the purpose. If the concerned Divisional Manager-CKL directs the purchaser to take the godowns of Forest Department/Corporation on rent, he will be bound to do so on the rent of Rs 20/- per actual bag and can keep the leaves in the godown till 29/02/16 but if the purchaser wants, he can store the leaves in his own godown under double lock of purchaser and Corporation after paying the rate of Rs 10/- per actual bag and Rs 2/- per actual bag when the full sale value has been deposited in advance by dt.30/06/15. The payment of godown rent will have to be made by 31/05/15.

(c) The purchaser shall make payment in the office of concerned Divisional Manager-CKL/ Managing Director, OFDC Ltd, the amount due i.e the full purchase price of actual collection or minimum guaranteed 90% of estimated collection along with the tax payable on it on or before the following dates in three equal installments by Account payee bank draft/demand draft of a scheduled/ nationalised bank drawn in favour of OFDC Ltd payable at Bhubaneswar.

Installment	Due date of Installment
1 st	16/08/2015
2 nd	16/09/2015
3 rd	16/10/2015

6.2. The purchaser will be entitled to remove the 1/3rd quantity of Kendu leaves from the godown on payment of one installment. If the purchaser fails to pay any installment of the amount due by the due date, he shall pay interest at the rate of 0.05% per day on the delayed payment. If the due date of any installment is on a public holiday, the next working day will be taken as the due date for the purpose of calculation of interest.

6.3 (a) Till the purchaser lifts KL bags of all the quantity of Kenduleaves in a lot store in the C.G of Forest Deptt./ OFDC after making payment of all the due amount, for proper control of the Corporation he shall deposit godown supervision charges in advance for each month in the office of the concerned Divisional Manager-CKL.

i) Supervision charges shall be payable @ `5000/-per month per complex if leaves of one or more lots of the same Forest KL Division are stored in a single complex.

ii) Supervision charges shall be payable @ `5000/- per month for each Divisional Forest Officer-KL separately if leaves of more than one Forest KL Division are stored in a single complex.

iii) If the purchaser pays the full sale value taxes etc. and other dues against the KL stock in a lot on completion of final delivery and the stock have been kept in his own godown, no supervision charge will be paid by the purchaser and the stock will be lifted at the risk of the purchaser.

(b) Part of a month shall be treated as full month for the purpose of calculation of supervision charges. In case of non payment of supervision charges in advance by the 20th day of the month, interest @ 0.05% per day will be recovered from the purchaser.

(c) The purchaser shall pay all due, supervision charges and interest if any before taking delivery of complete quantity of Kendu leaves from godown/ godowns.

6.4. The leaves shall be kept under the custody, watch and ward and supervision and at the risk of the purchaser, but under the control of concerned Divisional Manager-CKL and on the conditions of putting double lock of Corporation and Purchaser to the godown or by any other device prescribed by the concerned Divisional Manager-CKL to have full access and control over the leaves.

6.5. The purchaser shall have to get the leaves kept in the godown/ godowns insured against possible loss due to any cause. The insurance of leaves shall be an amount which is in no case shall be less than the amount due against the purchaser at any time. If there is any loss to Kendu leaves by any reason, the compensation shall be payable by the insurance company directly to the Divisional Manager-CKL and the purchaser shall have to get this provided in the insurance policy to the satisfaction of the concerned Divisional Manager-CKL. These are specific provisions of the facility of godowning. The detail particular of godowning of leaves is to be intimated to the insurance company each month from April-2014 to onwards by the purchaser and DM concerned. If the insurance company fails to pay compensation to the Corporation for any reason, the purchaser shall be bound to make such payment. In case of any difference between the amount paid by the insurance company and the amount payable to the Divisional Manager-CKL, the purchaser shall pay the difference.

7.FACILITY OF DELIVERY OF LEAVES AGAINST BANK GUARANTEE

a] Subject to the provision contained in para 9[ii] of theTender notice if the purchaser wants to avail of the facility of taking delivery of leaves against Bank Guarantee, then he shall submit bank guarantee equal to 40% of the purchase price, of any Nationalised Bank in favour of Managing Director, OFDC Ltd., Bhubaneswar before the payment of 1st installment falls due. In such a case the leaves can be transported from godowns only and not from Phadies. The leaves will be released as per the following terms and conditions.

I] Bank guarantee shall be valid up to 30/04/16 and it should be confirmed by the bank. The guarantee shall be in favour of the Managing Director, OFDC Ltd, Bhubaneswar.

II] After confirmation of bank guarantee from the bank and the Regional office of the Bank under whose jurisdiction it comes, 1/3rd part of the leaves will be released to the purchaser on payment by him of all taxes payable pertaining to 1st installment.

III] On payment of 1st installment along with all payable taxes through Bank/demand draft as per condition 6.I.c by the purchaser another 1/3rd part of the leaves will be released to him and likewise on payment of the second installment, another 1/3rd part of the leaves will be released to him and so on.

b)](I)In the event of nonpayment of any installment on due date, the bank guarantee shall be encashed and till the payment is received interest thereon at the rate of 0.05% per day will also be recovered from such encashed amount and the purchaser will not be allowed to avail the facility for lifting of KL stocks against the Bank Guarantee in future. The bank guarantee will be released after the payment of last installment.

II)]The furnishing of the bank guarantee shall not absolve the purchaser of his responsibility or liability for payment of any amount payable to the Corporation covered by the Guarantee. The ultimate responsibility for payment of all the amounts due to the Corporation, without prejudice to the rights of the Corporation for encashment of the Bank guarantee, is that of the purchaser.

III)] If the Corporation is unable to recover any amount due to it on account of the non encashment of the Bank guarantee for any reason, whatsoever, the amount due shall be payable by the purchaser and on his failure to do so, it shall without prejudice to the right of the Corporation regarding encashment of the Bank guarantee be recoverable as an arrear of land revenue from him, as also from any other amount of the purchaser held by the Corporation pertaining to this agreement or any other agreement subsisting or that may be executed in future.

IV)] Non encashment of Bank guarantee for any reason whatsoever resulting in nonpayment of the amount due to Corporation under this agreement shall be deemed to be a specific breach of this agreement on account of which this agreement shall be liable to be terminated and the purchaser blacklisted for a period up to 5 years and action can be taken according to condition no.3 of the purchaser's agreement.

V)]The Bank guarantee for the purpose of this clause shall be furnished in the form given in Annexure-V enclosed with the Tender Notice.

8. PAYMENT OF TAXES

I)]Under this agreement an installment shall not be deemed to have been paid unless all taxes due thereon are also fully paid.

II)]The Purchaser shall pay the VAT and other taxes/ cess duties etc. as per rule and amended from time to time through Account payee bank/demand draft in favour of OFDC Ltd.

NB- Forest Development Tax shall not be collected from the purchasers.

III)]The purchaser unless exempted by the Income Tax Authorities in the prescribed proforma, shall pay the Income Tax due under the Income Tax Act 1961 to OFDC Ltd. The purchase price of any part of leaves shall not be deemed to have been paid, unless Income tax payable on it has also been fully paid.

9. ISSUE OF DELIVERY CERTIFICATE

The Divisional Forest Officer-KL or any officer authorized by him shall after giving delivery of Kenduleaves, issue delivery certificate in the form as would be prescribed by the KL Organisation of Govt. of Odisha.

10. COMPLIANCE OF AGREEMENT

If the terms and conditions of tender notice pertaining to delivery and sale and of this agreement are not fully complied with, it will be considered that the purchase of leaves has not taken place.

11. SECURITY DEPOSIT

(i) The purchaser binds himself to perform all the acts and duties required to be carried out and to restrain himself and his servants/ agents from doing all those acts as prohibited, by or under the provisions of Orissa Forest Act 1972 and rules made there under etc. to the extent these are applicable to this agreement and for timely observance and compliance of the terms and conditions of this agreement, he has deposited with the Managing Director, OFDC Ltd. a sum of ` by way of security in accordance with the provisions of Sale Notice.

(ii) This security deposit can be adjusted either wholly or in part, as the case may be, by the Directors/ Managing Director towards any amount recoverable from the purchaser, including the purchase price under provisions of the Act and Rules. Purchaser's agreement and the terms and condition of the

tender notice and all such deductions shall have to be made good, by the purchaser by depositing an equal amount within 15 days of issue of the notice to that effect.

(iii) If the dues to be recovered from the purchaser exceed the amount of security deposit, the amount in excess shall unless made good to the concerned Divisional Manager-CKL within 15 days from the date of issue of the notice to that effect, be recoverable through Legal proceedings.

(iv) The Security Deposit shall be adjusted in the last installment if the delivery is being given from the godown and towards the full payment if the leaves are released from the phadi after receipt of clearance report from concerned Divisional Manager-CKL that purchaser has complied with all the terms and conditions of the purchaser's agreement, the Act and Rules, conditions of tender notice, and no amount is outstanding against him by the Director @ / Managing Director at his discretion.

(v) After adjustment of the security deposit as per sub condition (iv) above the balance security deposit will be refunded to the purchaser after receipt of clearance report from the concerned Divisional Manager-CKL that the purchaser has complied with all the terms and conditions of the Sale notice and no amount is outstanding against him.

12. VIOLATION OF ACT AND RULES ETC.

The purchaser agrees to pay to the Corporation a sum which may extend to `1000/- (Rupees One thousand only) for any violation of the provisions of the Act and rules made there under or this agreement committed by himself or any person employed by him.

13. PENALTIES

If the purchaser commits breach of any of the terms and conditions of this agreement and it is not proposed to terminate the agreement on account thereof the Corporation shall have the power to levy a penalty not exceeding `1000/- for each breach. If this exceeds `5000/- (Five thousand), an appeal against such order may be made within 30 days of the issue of the order to the Director@/ Managing Director whose decision, there on shall be final and binding.

14. TERMINATION OF PURCHASER'S AGREEMENT

I) If the purchaser fails to pay the first installment before the due date of 2nd installment or 2nd installment before due date of the 3rd installment or third installment within 15 days after its due date or any other amount due or to comply with any of the provisions of the agreement, the Directors/ Managing Director of OFDC Ltd may at his discretion and without prejudice to any other right and remedies that may be available to him, terminate this agreement after giving 15 days notice and giving an opportunity of hearing to the purchaser and blacklist the purchaser for a period up to 3 years.

II) The order of termination of the agreement shall be delivered in person to the purchaser or sent by Registered Post. The termination shall be effective from the date of order terminating the agreement.

III) On termination of the agreement the Corporation shall be entitled to.

- a) Forfeit the security deposit in full.
- b) Forfeit the undelivered stocks of Kenduleaves in storage in favour of the Corporation for which payment has been made.

c)(i) Sell the Kenduleaves in the godown for which amount due has not been paid and undelivered stock of Kenduleaves in storage which has been forfeited in favour of the Corporation under condition 14(III)(b) and recover the loss. Such shall also be recoverable by encashment of the Bank guarantee. If any such guarantee has been furnished by the purchaser under clause-7, as also from sale of such leaves which has been forfeited in favour of the Corporation under condition 14(III)(b). Provided if the lot is not resold in the first tender/auction after issue of order of termination of agreement, loss will be recovered from the purchaser treating the value of the lot as zero. However if the lot is sold in subsequent tender/auction, the amount of sale price recovered as such shall be adjustable against balance amount of loss or be refunded to the purchaser as the case may be. However no interest will be payable to the purchaser on such amount.

In the event of cancellation of purchaser's agreement the loss to be recovered from the 1st purchaser will be computed as follows:-

Total expected receipts including all taxes in concerned Tender/Auction(+) expenditure on storage, supervision etc up to disposal(-) receipts including taxes from subsequent tender/Auction.

ii) Recover any amount of loss still remaining due through Legal proceedings.

iii) Retain the full amount, if on such resale higher amount is received than is due in respect of the lot and the purchaser shall have no right or claim there to.

d) Recover all cost and expenses incurred for recovering loss.

e) Recover all penalties imposed and compensation assessed not yet paid.

(IV)(a) If after termination of the agreement but before sale of the leaves, the purchaser pays the entire amount due including interest, all taxes and cess payable, penalties imposed and restoration fee of `5000/- per lot Director(c/ Managing Director of OFDC Ltd. may at his discretion revive the agreement and extend the period of contract if necessary on receipt of clearance report from the Divisional Manager-CKL. On restoration of the agreement and payment of all due amount and restoration fee as above the undelivered stock of Kenduleaves, will be delivered to the purchaser.

(b) If the purchaser does not want to avail of the facility described in condition no 14(IV)(a) and wants the facility to deposit the balance purchase price in installments, the Director(c/ Managing Director of OFDC Ltd. may, at his discretion grant the facility to the purchaser to pay in installments and may revive the above agreement but in such case the purchaser shall make payment with an interest at the rate of 0.05% per day on the amount payable including all taxes/ cess and penalties from the original date of payment of concerned installment and restoration fee of Rs 5000/- per lot. On such revival of the agreement, Directors/ Managing Director of OFDC may at his discretion, specify the date of payment of installment and period of delivery. The purchaser will have to deposit `5000/- per lot, minimum one installment along with due taxes/ cess and interest on the installment with the application revival.

(V) Whenever the agreement is so revived, the security deposit forfeited due to the termination shall stand restored automatically.

(VI) However, if the purchaser's agreement has not been terminated and the contract period has expired then before the resale of the leaves, if the purchase pays the entire amount due including interest all taxes and cess payable, penalties imposed and restoration fee of Rs 5000/- per lot, the Directors/ Managing Director of OFDC may at his discretion grant permission to remove the Kendu leaves on a written application by the purchaser.

15. MAINTENANCE OF ACCOUNTS

The Purchaser shall keep such accounts and records in such forms on collection centers godowns and other place and shall submit such returns on or before such dates as are prescribed by the Divisional Forest Officer-KL from time to time. The records kept at collection centers godowns and other place will be produced for inspection to any Forest Officer and person authorized by concerned Divisional Forest Officer-KL/Divisional Manager-CKL. The noncompliance of the instruction given by the Divisional Forest Officer-KL/Divisional Manager-CKL will be the violation of purchaser's agreement.

16. PERFORMANCE OF DUTIES ETC. BY PURCHASER

The purchaser shall perform all acts and duties required to be done by him and shall abstain from doing by himself or by his servants and agents any act prohibited by/or under the provisions of the said Act and Rules in so far as they are not consistent in the context of this agreement.

17. TRANSPORT OF KENDU LEAVES AND ISSUE OF TRANSPORT PERMIT

The purchaser shall not transport Kendu leaves without a valid transport permit issued by the competent authority as contemplated under the Act and Rules. Recommendation for issue of Last transit permit of the lot will be made to Competent authority after full payment of due amount has been made. Transport Permit issuing authority may consider non-payment if any before issue of Transit Permit.

18. PAYMENT OF STAMP DUTY

The purchaser shall at all times comply with the provisions of the Indian Stamp Act.1899 and Court Fee Act 1870 and rules and regulation made there under as applicable to Odisha State.

19.FIRST CHARGE

(I) The amount of purchase price or the balance thereof as the case may be as is due under the terms and condition of the Sale Notice and the terms and condition of the agreement the Act and Rules shall form first charge on the Kendu leaves taken delivery of by the purchaser.

(2) The purchaser shall not export or utilize for manufacture of bidies or otherwise dispose off such Kendu leaves until this charge is fully discharged.

20 .LEGAL JURISDICTION

(1) Any dispute arising out of this agreement shall be subject to the jurisdiction of courts in Bhubaneswar.

(2) If any purchaser moves to court against Government/Corporation and the decision of the Court is in favour of Government/ Corporation, then the purchaser shall be responsible for the loss in the value of forest produce due to court proceeding and this loss with interest will be recovered from the purchaser.

In witness whereof the Director© / Managing Director of Corporation has hereto set his hand and affixed the seal of his office and the purchaser/purchasers above named has/have hereto set his/their respective hand(s) on the day and year first herein above written.Signed, sealed and delivered by the Managing Director of Corporation in presence of following witnesses:-

For and on behalf of Orissa Forest Development Corporation Ltd

WITNESS:

- | | | |
|----|---------------------|--------------------------|
| 1. | Signature | |
| | Name | Managing Director |
| | Full Postal Address | |
| 2. | Signature | |
| | Name | |
| | Full Postal Address | |

Signed by the Purchaser(s) above named in the presence of following witnesses

WITNESS:

- | | | |
|----|---------------------|----------------------------|
| 1. | Signature | |
| | Name | |
| | Full Postal Address | |
| 2. | Signature | |
| | Name | |
| | Full Postal Address | |
| | | Signature of the Purchaser |
| | | Name |
| | | Full Postal Address |

(FOR BOTH REGULATED AND DEREGULATED LOTS)

FORM OF BANK GUARANTEE BOND

[To be executed in non-judicial Stamp paper in accordance with Act]

Bank Guarantee No

Date of issue.

In consideration of the Managing Director, Odisha Forest Development Corporation Limited at A/84-Kharavelanagar, Bhubaneswar, Orissa (hereinafter called the 'Corporation') having agreed to exempt Shri /Messers.
(indicate name and full address of purchaser)

..... (hereinafter called the 'Purchaser') from immediate full payment of the purchase price of Kendu (Tendu) leaves Lot(s) purchased by him to the extent of ` (Rupees)only in cash(herein after called the said amount) and accept in lien thereof Bank Guarantee from the purchaser under the terms and conditions contained in the Sale Notice No.1490 dated 30.12.2014 and the general / other terms and conditions of tender/auction and instructions for tenderers/bidders contained in Annexure-I of Sale Notice and the Purchaser's Agreement dated executed in accordance with condition-5 of the Sale Notice (herein called Purchaser's Agreement) for payment of purchase price by him in installment in accordance with and for fulfillment of the terms and conditions contained in the said sale notice and the said Purchaser's Agreement during the period between to

We(hereinafter referred to as (indicate the name and full address of Bank)
the Bank) do hereby undertake to pay to Corporation on demand an amount not exceeding `..... .. (Rupees)only against the purchase price of lot(s) purchased by the purchaser and any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reasons of any breach by the said purchaser of any of the terms and conditions contained in the said Sale Notice, Purchaser's Agreement or by reason of purchaser's failure to perform to said purchaser' agreement or non observance of any condition of tender/auction sale.

2. We do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by the reason of non-payment of the purchase price of the lot(s) purchased by the said purchaser and/or loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said purchaser of any of the terms and conditions contained in the said Sale Notice / Purchaser's agreement by reason of purchaser's failure to perform the said Purchaser's agreement or non-observation of any conditions of Sale Notice. Any such demand made on the Bank shall be conclusive as regards the amount due and shall be payable by the Bank under this guarantee and it will not be lawful for the Bank to question the justification of demand. However, our liability under this Guarantee shall be restricted to an amount not exceeding `..... (Rupees)only

and it is clearly understood that the guarantee will remain in force till dated In the event of failure by the Bank to pay the invoked amount within 15(fifteen) days of date of invocation of this Bank Guarantee, the Bank shall be bound to pay penalty on the invoked amount @ 0.05% per day from the date of invocation to the date of payment over and above the invoked amount notwithstanding the limit of this Bank Guarantee.

3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the purchaser(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present Guarantee being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the purchaser shall have no claim against us for making such payment.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchaser's agreement and observance of terms and conditions of Sale Notice and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the condition of the said Sale Notice/Purchaser's agreement have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said Sale Notice/Purchaser's agreement executed by the said purchaser in favour of Managing Director have been fully and properly carried out by the purchaser and accordingly the Corporation discharges this Bank Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before dated, we shall be discharged from all liabilities under this guarantee.

5. We further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Sale Notice/Purchaser's agreement executed by the purchaser or to extend time of performance by the said purchaser from time to time or to postpone for any time or from time to time exercise of any of the power exercisable by the Corporation against the said purchaser and to forbear to enforce any of the terms and conditions relating to the said Sale Notice/Purchaser's agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said purchaser or for any forbearance, act or omission on the part of the Corporation or any indulgences by the Corporation to the said purchaser of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the purchaser.

We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Date the day of 2015

For

(indicate the name of the Bank)

(Signature, Name, Designation & P.A. Code No. of the authorized Officer(s) with official seal of B.G issuing Bank)

ODISHA FOREST DEVELOPMENT CORPORATION LIMITED

A/84-Kharvela Nagar, Bhubaneswar-751001

Website-www.odishafdc.com

PHONE- 0674-2534086 [PABX]

FAX-0674-2535934/ 2391055

2534869-[MANAGER-KL]

**SALE NOTICE FOR ADVANCE SALE OF PHAL KENDU [TENDU] LEAVES OF 2015 CROP OF NABARANGPUR
AND PART OF JEYPORE FOREST KL DIVISIONS OF ODISHA STATE
(AUCTION SALE DT.19.1.15) AT IDCOL AUDITORIUM, BHUBANESWAR
(DEREGULATED LOTS)**

Introduction

As per the prevailing procedure, the K.L Organization of Forest Department will purchase and pay the collection charges of Kendu leaves to those primary collectors, who want to sell kenduleaves to the Department at different collection centers(Phadies)of their own volition, at the rate fixed by the Government. The green leaves in phal areas as collected above will be handed over by the KL Organization of Forest Department to the purchasers at the collection centers only. The subsequent treatment, transport and godowning etc. of delivered Kendu leaves will be done by the purchasers at their own expenses.

Now therefore, the Corporation acting in the name and on behalf of the Govt of Odisha,invites offers/bids through open auction from persons, Registered Firms, Societies, Companies etc., registered and renewed for the year 2014-15 with the Corporation, for the purchase of Phal kendu leaves 2015 crop of Nabarangpur Forest KL Division and part of Jeypore KL Division. Persons,Registered firms,Societies,companies etc. not registered with OFDC Ltd may also participate in the sale subject to submission of the Xerox copy of latest VAT Clearance Certificate and furnishing the Income Tax PAN Number along with the sale documents, pending other formalities of registration at [C-KL] Division Sambalpur within fifteen days of conclusion of sale and prior to execution of agreement.

2. Definitions and terms and conditions of tender/auction and instructions for tenderers/bidders

The definition of different words and expressions which has been used in this sale notice including its Annexure and Schedule shall unless the context otherwise requires, be as are given in the Terms and Conditions of the sale and instructions for the Tenderers/Bidders contained in Annexure-I. These "Terms and conditions of sale and instructions for Bidders" shall form part and parcel of this sale notice, and shall be construed as included in this Notice for all purposes.

3. Lot list and contract period

Bids/Offeres are invited for purchase of the lots of Kendu leaves comprising of all Phadies in a K.L Section quoting the rate per standard bag of 50,000 leaves (1250 Kerries and each Kerry containing 40 leaves including two cover leaves) as would be made available to the K.L. Organization of Forest Department as shown in the enclosure of Annexure-II & Schedules appended to this notice for the contract period ending on 29/02/2016.

4. The successful bidder has to furnish an agreement in Form given at Annexure-III.

5. Execution of Purchaser's Agreement

(i) The lot wise acceptance of the offer of the successful purchaser will be ordinarily published in our website on the next working day and also intimated to them through letters which will come into force and the bidder will be treated as the purchaser of the lot(s).

(ii) The successful purchaser shall have to execute an agreement with OFDC Ltd. in the form given in Annexure-IV (purchaser's agreement) in respect of every lot within 21 days of acceptance of his offer by the Corporation on deposit of Provisional Security amount @Rs5.00lakhs(Rupees five lakhs) per lot. After final collection of leaves, the purchaser has to pay the differential amount up to the extent of 25% of sale value towards final Security deposit within 31.5.2015.In exceptional circumstances this period of 21 days may be extended for a further period of seven days by the Director(c)/ Managing Director of OFDC Ltd. on depositing of a non-refundable fee of Rs2000/-(Rupees two thousand) by the tenderer. If the 21st / 7th day described as above is a public holiday, the next working day will be considered as the due date of payment and execution of agreement. The period of 21 days / 7 days shall be counted from the date of issue of the acceptance order by the Corporation.

iii) In the event of non-execution of agreement, the sale of the lot(s) and registration with corporation shall be liable to be cancelled along with forfeiture of E.M.D.as well as Registration fees to OFDC Ltd and the purchaser may be black-listed by the Director(c)/ M.D. for a period which may extend up to 3 (three) years. Further the said lot will be disposed of at the risk of the purchaser.

6. Payment of Amount due

The purchaser shall make payment of the purchase price due on actual quantity of production of any lot in the manner provided in the purchaser's agreement in three equal installments on or before the following dates with taxes, duties etc.

Number of the Installment	Due Date of payment
Ist	16/08/2015
IIInd	16/09/2015
IIIrd	16/10/2015

All payments like Earnest Money Deposit(EMD),Security Deposit (SD) & Balance sale value etc. are to be made in shape of Account payee Bank Draft/Demand Draft drawn on any Nationalized/Scheduled Bank payable at Bhubaneswar in favour of Odisha Forest Development Corporation Ltd. either in A/c number 015902000001963 of Indian Overseas bank or A/C number-0553001800000024 of Punjab National Bank. Payment through R.T.G.S/N.E.F.T can also be made obtaining the IFS Code from the Corporate Office.

7. Delivery of leaves

I] Delivery of leaves will be made after payment of the installments due in accordance with the provisions contained in the Annexure – I and III to V.

II] A purchaser at the discretion of the Director(c) /Managing Director, upon making an application to lift kenduleaf stock through Bank Guarentee(BG) and obtaining prior confirmation in writing may be allowed to avail the facility of taking delivery of Kendu leaves against bank guarantee, as per the manner provided in Clause–7 of the Purchaser's Agreement in Annexure-IV. The Bank Guarantee shall be in the form given in Annexure-V.

8. Annexures

Annexure-I and III to V and Schedules, referred to above which are annexed to this Sale Notice will be treated as part & parcel of this sale notice for all purposes and may therefore be seen for reference. The Purchasers are, therefore, advised to retain this sale notice including Annexure- I and III to V for use in future tender / auction etc.

9. Acceptance of the terms and conditions

The act of participating in sale shall be deemed to be unconditional acceptance of terms and conditions contained therein.

10. In the event of non-execution of Purchaser's Agreement or cancellation of Purchaser's Agreement, the amount of loss will be computed as follows:

The expected receipts including taxes in concerned Tender/Auction [+] expenditure on storage, supervision etc.up to disposal [-] receipts including taxes from subsequent Tender/Auction sale.

For Odisha Forest Development Corporation Ltd

**Sd/
Managing Director**

**TERMS AND CONDITIONS OF SALE AND INSTRUCTIONS FOR THE TENDERERS/BIDDERS FORMING PART OF
THE SALE NOTICE NUMBER --1490 DATED 30.12.2014
AUCTION SALE DT.19.1.15 AT IDCOL AUDITORIUM, BHUBANESWAR
(FOR DEREGULATED LOTS)**

The followings are the terms and conditions of the Sale and instructions for the Tenderers/Bidders and the definitions of the different words and expressions which have been used in the Sale Notice including its Schedules and Annexures. These shall form part and parcel of the Sale Notice.

1. DIFINITIONS

In the Sale notice including its Annexures and schedules unless the context other wise requires,

- (i) **“ACT”** means, the Orissa Kenduleaves (Control of Trade) Act, 1961 and other ancillary acts & rules made there under connection with such trade.
 - (ii) **“GOVERNMENT”** means, State Government of Odisha as well as Central Govt.
 - (iii) **“CORPORATION”** means, Odisha Forest Development Corporation Ltd. having its Corporate Office at A/84, Kharavelanagar, Bhubaneswar-751001.
 - (iv) **“CHIEF CONSERVATOR OF FORESTS”** means Chief Conservator of Forests of the concerned Kendu leaf Circle.
 - (v) **“DIVISIONAL FOREST OFFICER”** means the Divisional Forest Officer of the concerned Kendu leaf Division.
 - (vi) **“ACF”** means concerned Asst. Conservator of Forests of Kendu leaf Division who is also called as SDFO in-charge of K.L. Sub-Division
 - (vii) **“RANGE OFFICER”** means Range Officer of the concerned K.L. Range.
 - (viii) **“SECTION”** means the geographical area of each K.L. Section in a K.L. Range.
 - (ix) **“SECTION IN-CHARGE”** means the officer of K.L. Organisation of Forest Department of Govt. in-charge of the concerned Section.
 - (x) **“GENERAL MANAGER”** means concerned General Manager-C Zone of the Corporation.
 - (xi) **“DIVISIONAL MANAGER”** means, concerned Divisional Manager (C-KL) Division of the Corporation.
 - (xii) **“PURCHASER”** means, the purchaser participated in the tender/auction by fulfilling all conditions of the tender/auction sale and accepted as successful purchaser.
 - (xiii) **“AMOUNT DUE”** means, the amount which is the total of the purchase price of the lot and the Tax etc. payable on it, which the successful Purchaser will have to pay. The purchase price along with Taxes, Levies, Fee etc payable on the collected/purchased quantity.
 - (xiv) **“ANNEXURE”** means Annexures to the Sale Notice.
 - (xv) **“ARREAR”** means any amount outstanding against tenderer/ purchaser which is due for payment to the Corporation and intimation of which has been sent by the Corporation or their officer by Registered Post at least 30 days prior to the last date of submission of the Tender/auction sale.
 - (xvi) **“COLLECTION SEASON”** means, period of the Calendar year 2015 commencing from April to June.
 - (xvii) **“LOT”** means the Kenduleaves to be sold by the primary collectors to the K.L. Organisation of Forest Department of K.L Section of that particular K.L Range.
 - (xviii) **“PURCHASE PRICE”** means, that amount which is arrived at by multiplying the purchase rate defined in (xix) below by the actual quantity collected in standard bags of the lot.
 - (xix) **“PURCHASE RATE”** means, the rate offered by the bidder per Standard Bag which has been accepted by the Corporation.
 - (xx) **“TAX PAYABLE”** means Value Added Tax [VAT], C.S.T., Income and other taxes, levies, duties etc as applicable from time to time on the purchase price of the Kendu Leaf Lot.
- N.B- Forest Development Tax [FDT] shall not be collected from the purchasers**
- (xxi) **“OFFERED RATE”** means the rate per standard bag excluding all taxes, duties, levies & fees etc offered by the Bidder separately for each lot in the auction sale.

(xxii)“**BIDDER**” means a person or a Registered firm or Society, legal company etc ,who offers Bid for the purchase of Kenduleaves in accordance with the terms and conditions herein contained which expression shall include his heirs, successors, representatives and assignees.

(xxiii)“**PHADI**” means a place of collection, which is established and operated by the KL Organisation for collection of Kenduleaves from the primary collectors.

(xxiv)“**KERRY**” means a bundle of 40 Kendu leaves fit for bidi making including two cover leaves.

(xxv)“**STANDARD BAG**” means 50,000 Kenduleaves, consisting of 1250 Kerries comprising of 40 Kenduleaves including two cover leaves each.

(xxvi)“**DEREGULATED AREA**” means, the area notified by Government of Odisha where the KL pluckers are free to sell kenduleaves to any purchaser of their volition.

(xxvii)Words and expressions which have not been defined above but which are defined in the Acts and Rules of Govt. will also have the same meaning as is assigned to them in the said acts and rules.

2. DETAILS OF UNITS/ KL SECTION

Detail of Units/ KL Section from which collection to be made is noted against each lot in the lot list.

3. PROVISIONS OF STATUTORY ACT AND RULES/NOTIFICATION OF GOVT.

All the existing provisions as contained in the Acts and Rules and notifications of Govt from time to time will be applicable to the purchasers and which shall form part and parcel of terms and conditions of the sale notice and purchaser’s agreement.

4. PERSONS AUTHORISED TO OFFER BID ETC.

(i)Person/persons signing the bid sheet form shall state the capacity under which he/she/they have signed the bid sheet e.g. as a sole proprietor of the firm concerned or as the Director of its company or their P.A.Holder etc. In case of partnership firm the names of all the partners should be recorded and the bid sheet should be signed by all the partners or by their power of attorney holders duly authorized by all the partners, in all matters pertaining to the contract as recorded in the power of attorney or in the partnership deed. True copy of the Registered “Partnership Deed” should be furnished while signing the bid sheet, failing which the sale shall be liable for rejection. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the terms and conditions of the agreement during the currency of the contract thereof, notwithstanding the dissolution of the partnership in the mean time. In the case of a limited company, the bid sheet shall be signed by a person empowered to do so by the Company, copy of Memorandum and Articles of Association of the company and the letter authorizing the person for signing the bid sheet shall be provided, failing which the sale shall be liable for rejection. In the case of Hindu Undivided Family, the name of the family members should be recorded in the bid sheet and ‘Karta’ who can bind the family, should sign the bid sheet and indicate his status below his signature.

(ii)The person signing the bid sheet on behalf of another or on behalf of a Firm, shall submit the power of attorney or deed duly executed in his favour or the partnership deed giving him such power showing that he has the authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. If the person so signing the bid sheet fails to enclose the said power of attorney or partnership deed, his offer shall be liable for rejection. The power of attorney should be signed by all the partners in the case of partnership concerns, by the proprietor in case of a proprietor concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu undivided family the power of attorney should be signed by the ‘Karta’ who by his signature can bind the family.

(iii)Tenders/Offer submitted by such persons who are minors, or insolvent or who have been black listed shall be treated as invalid.

(iv) A tenderer/purchaser, who is in arrear, may pay the outstanding amount by Bank Draft/Demand Draft of any Nationalized Bank along with his tender payable to the Corporation, but if he fails to do so, the tender/offer submitted by such tenderer/bidder will be taken into consideration after deducting the outstanding amount from his Earnest Money Deposit.

(v) The Tender/offer submitted by tenderer/Bidder/registered firm/Society/ legal company who indulges in misconduct or disturbs peace during the process of sale at the venue fixed for the purpose, shall be declared as invalid and the Earnest Money deposited by them shall be forfeited and any loss suffered by the Corporation on account of declaration of such sale as invalid shall be recoverable from him and in addition, such person/registered firm/Society/ legal company shall be liable to be blacklisted by the Corporation for a period which may extend up to three years.

5. EARNEST MONEY DEPOSIT

- (i) Bidders not registered /renewed with OFDC for 2014-15, has to pay Provisional Earnest Money deposit of Rs.50,000/- (Rupees Fifty thousand) only in shape of draft drawn in favour of OFDC Ltd, & payable at Bhubaneswar, for participation in the auction sale proceeding.
- (ii) Every successful bidder shall have to pay the differential EMD towards final Earnest Money Deposit **@ Rs 80,000/ (Rupees eighty thousand only) per lot** on the date of sale in shape of Bank Draft / Demand Draft as above otherwise the sale will be treated cancelled and the said firm will be blacklisted for a period, which may extend up to three years.
- (iii) In case of a successful bidder, Earnest Money Deposit shall in the first instance be adjusted towards part of provisional Security Deposit as required by condition No.9(i) below and in case of unsuccessful bidder, the EMD will be refunded.

6. MANNER OF BIDDING

- i) The purchaser shall offer/submit the rate per standard bag exclusive of any tax/cess for the purchase of kenduleaf for each lot. The rate should be quoted in whole rupee only.
- ii) The bidders shall have to mention his correct and complete postal address in the bid sheet at the place prescribed for the purpose. Communication sent to him by Regd/speed post on this address will be treated to have been received by him, even if returns undelivered.
- iii) The purchaser should fill up and sign every page of Annexure-III and enclose all necessary documents and Bidders agreement as duly executed with it and submit it as shown in clause-5.

7. WITHDRAWAL OF OFFERS ETC.

A tenderer/Bidder shall not withdraw his offer for any lot[s] after commencement of sale and shall be bound by his offer and by the terms and conditions of the Sale notice till issue of publication of the acceptance or rejection of his offer by the Corporation. In case of breach of this condition, earnest money/part SD deposited by him will be forfeited and he may also be blacklisted for a period which may extend up to three years.

8. ACCEPTANCE OF OFFERS

- i) Corporation reserves the right to accept or reject the offer[s] of a lot or any of the lots mentioned in the Bid Sheet without assigning any reason thereof. Managing Director, OFDC Ltd [MD] is not bound to accept the highest offer and not answerable in any Court of law or forum in any manner for such action.
- ii) It should be expressly understood that calling for tender/auction does not take away the right of the Corporation in any manner to cause sale of the lot(s) put to tender/auction. Corporation at its discretion may withdraw any lot or adopt any other method for sale or may subsequently decide not to sell for any other reason.

9. SECURITY DEPOSIT

- i) The successful purchaser shall pay provisional Security Deposit **@ Rs 5.00 lakhs (Rupees Five Lakh) per lot(s)** within 21 [Twenty one] days of issue of ratification order. If the provisional security deposit is not paid at Corporate Office within 21 days from the date of issue of ratification order, the sale of the lot(s) will be cancelled and the EMD/part SD will be forfeited to OFDC. **After final collection of leaves, the purchaser has to pay the differential amount up to the extent of 25% of Purchase price of the lot towards final Security deposit within 31.5.2015.**
- (ii) The Security Deposit can be adjusted either wholly or in part, as the case may be, by the Director(C)/ Managing Director, OFDC Ltd towards any amount recoverable from the purchaser, including the purchase price under provisions of the Acts, Rules & Notification of Govt, Purchaser's agreement and the terms and

conditions of the sale notice and all such deductions shall have to be made good, by the purchaser by depositing an equal amount within 15 days of issue of the notice to that effect.

(iii) If the dues to be recovered from the purchaser exceed the amount of security deposit, amount in excess shall unless made good to the Corporation within 15 days from the date of issue of the notice to that effect, be recoverable by way of initiating legal proceedings.

10. DELIVERY OF LEAVES

(i) The purchaser can remove/transport the leaves from the godown only after full payment of amount of installment due with taxes duties as applicable.

(ii) Removal/ transport of the one third of the total collected quantity of the lot shall be permitted after full payment of amount due of each installment with taxes duties as applicable.

(iii) Either during the godowning period or at the time of removal of leaves from the godown, no opening of bags for the selection of leaf from the lot will be permitted and the removal will be permitted from that side of the stack only, from which the removal has commenced. If the evidence of selection of leaves or removal of leaves from more than one side of stack is found during inspection of godown, in that case, it will be considered as specific violation of the purchaser's agreement.

11. TRANSFER OF SALE

No purchaser will be allowed to assign or transfer his agreement to another person/registered firm/legal company.

12. The Director(C)/Managing Director, OFDC Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof.

13. Only in exceptional circumstances and for genuine difficulties presented in writing, the Director©/ Managing Director, OFDC Ltd may relax any of the stipulations as enumerated in the tender condition at his discretion.

14. The Director©/ Managing Director of OFDC Ltd at his discretion may revive the contract or extend the time after imposing a penalty to cover the expenditure incurred or any inconvenience faced by the Corporation for any default by the purchaser.

15. Any letter or communication sent to purchaser by Registered/Speed Post will be deemed to have been received by him even if returns undelivered.

16. Only the Courts at Bhubaneswar will have the jurisdiction over any litigations that may arise out of the above transactions.

For Odisha Forest Development Corporation Ltd

Sd/
Managing Director

ANNEXURE-B

LOT LIST FOR AUCTION FOR ADVANCE SALE OF PHAL K.L. IN **DEREGULATED AREAS** OF
2015 CROP TO BE HELD ON 19/01/15 AT IDCOL AUDITORIUM, BHUBANESWAR (RATE/S.B)

LOT NO		UNIT NO	QNTY [S.B]	RANGE	NAME OF KL
SECTION					

1.NOWRANGPUR		OFDC DIVISION	NOWRANGPUR	FOREST DIVISION	
1.	34	105 [A]	NOT FIXED UMERKOTE		DHODRA
2.	36	105 [A]	NOT FIXED UMERKOTE		BEHEDA
3.	37	105 [A]	NOT FIXED UMERKOTE		KARMARI
4.	39	105 [A]	NOT FIXED RAIGHAR		RAIGHAR-I
5.	43	105 [A]	NOT FIXED RAIGHAR		KUNDEI
6.	45	105	NOT FIXED CHANDAHANDI		MOHORA
7.	46	105	NOT FIXED CHANDAHANDI		CHANDAHANDI
8.	48	105	NOT FIXED DABUGAON		DABUGAON
9.	49	105	NOT FIXED DABUGAON		MEDENA
10.	50	105	NOT FIXED DABUGAON		NUAKOTE
11.	51	105	NOT FIXED DABUGAON		JATABAL
12.	52	106 [A]	NOT FIXED PAPADAHANDI		PAPADAHANDI
13.	53	106 [A]	NOT FIXED PAPADAHANDI		BANDHGUDA
14.	54	106 [A]	NOT FIXED PAPADAHANDI		MAIDALPUR
15.	55	106 [A]	NOT FIXED PAPADAHANDI		KODINGA
16.	56	106 [A]	NOT FIXED NABARANGPUR		NABARANGPUR
17.	58	106 [A]	NOT FIXED NABARANGPUR		BIKRAMPUR-A
18.	59	106 [A]	NOT FIXED NABARANGPUR		BIKRAMPUR-B
19.	60	106 [A]	NOT FIXED NABARANGPUR		TENTULI KHUNTI
20.	61	106 [A]	NOT FIXED BORIGUMA		BORIGUMA
21.	63	106 [A]	NOT FIXED BORIGUMA		MIRIGUDA-A
22.	64	106 [A]	NOT FIXED BORIGUMA		MIRIGUDA-B
2.JEYPORE		OFDC DIVISION	JEYPORE	FOREST DIVISION	
1.	27	107 (P)	NOT FIXED M.V.79		MOTU

FOREST DIVISIONWISE QUANTITY PUT TO SALE ON -->19/01/15

FOREST KL DIVN.	NO.OF LOTS	STANDARD BAGS

1.NOWRANGPUR	22	0
2.JEYPORE	1	0

TOTAL-->	23	0

LIST OF COLLECTION CENTERS[PHADIES] OF ADVANCE SALE PHAL KL LOTS OF 2015 CROP
FOR AUCTION SALE DT.19/01/15

FOREST KL DIVISION	RANGE	SECTION	PHADIES(DEREGULATED)
NABARANGPUR	BORIGUMA	BORIGUMA	1.ANCHALA 2.AUNLI 3.BALIGUDA 4.BORIGUMA 5.DEULAGUDA 6.HARDOLI 7.JAYANTIGIRI 8.KALIAGUDA 9.KAMRA 10.KANAGAON 11.KEBIDI 12.LODIJODI 13.NUAGAON 14.PINDAPADAR 15.RENGALGUDA 16.SARGIGUDA
		MIRIGUDA-A	1.BAGCHUAN 2.CHITRA 3.CHITRAGUDA 4.DABAGAON 5.DABGUDA 6.GHATARLA 7.GODIGAON 8.GURAGAON 9.KHATALGUDA 10.MICHIA 11.PUJARIGUDA 12.RANIGUDA 13.SANPARIA
		MIRIGUDA-B	1.AMBAGAON 2.ANDIRAMUNDA 3.DANGRIGUDA 4.HORDOLI 5.KONDAGAON 6.MIRIGUDA 7.NEHURPALI 8.PHUPHUGAON 9.SAHANIMUNDA 10.SINDHIGAON 11.THENGAGUDA
	CHANDAHANDI	CHANDAHANDI	1.BANAMAHUL 2.BHATIPARA 3.DALBEDA 4.HALDI 5.JHARABAHAL 6.KACHARAPARA 7.KASIJHAR 8.KASIPANI 9.PATKHALIA 10.PATPARA-A 11.PATPARA-B 12.SAGADIAPADA
		MOHARA	1.BABURIA 2.BAIDPARA 3.BANDHAKANA-A 4.BANDHAKANA-B 5.BELARDONA 6.DHARUAPARA 7.GAMBHARIGUDA 8.GURJHARIA 9.H.KHALIAPARA 10.JAMPARA 11.LANGPARA 12.MOHARA 13.RAJKOTE
	DABUGAON	DABUGAON	1.BANKOLI 2.BODAKONA 3.CHHELIBEDA 4.DANGRIGUDA-A

		5 . DHAMANAGUDA
		6 . DURKADANGRI
		7 . GARUDAGUDA
		8 . JUNAPANI
		9 . KOILARY
		10 . KONDAPUR
		11 . MAHENDRI
		12 . MANGRACHACHARA
		13 . MENDRIGUDA
		14 . MOTIGAON
		15 . PUJARIGUDA
		16 . RAVANGUDA
		17 . TAILAGUDA
		18 . TARAGAON
		19 . THALBEDA
		20 . UMURAHANDI
	JATABAL	1 . AMBLIPADAR
		2 . BIRIGUDA
		3 . BORDI
		4 . DAMAPALLA
		5 . DONGRA
		6 . DUMADEI
		7 . JATABAL
		8 . KENDUGUDA
		9 . KHUTIGUDA
		10 . MAJHIGUDA
		11 . MUNDAGUDA
		12 . PANJHARIAGUDA
		13 . PATRI
	MEDENA	1 . BADALIGUDA
		2 . BHANDIMAL
		3 . BODENI
		4 . CHICHIBAI
		5 . DANGRIGUDA
		6 . EKAMBA
		7 . GOPALGUDA
		8 . HALDI
		9 . HALDIGUDA
		10 . MEDENA
		11 . PALIA
		12 . PUJARIGUDA
	NUAKOTE	1 . BATAKARI
		2 . BHEJA
		3 . CHEPTIAMBHA
		4 . DANGRIGUDA
		5 . DHAUDAMAL
		6 . GHUSURABEDA
		7 . GIRLIGUDA
		8 . JAMUGUDA
		9 . KALIAGUDA
		10 . KANTAMAL
		11 . KUCHHA
		12 . KUMJHARIAGUDA
		13 . LODI
		14 . MANIAGUDA
		15 . MANIGAON
		16 . MUSAPALLA
		17 . NUAKOTE
		18 . PUJARIGUDA
NABARANGPUR	BIKRAMPUR-A	1 . BADAMASIGAON
		2 . BAGDORI
		3 . CHURCHUNDA
		4 . KARCHAMAL
		5 . KUSUMPALI
		6 . MODEIGAON
		7 . MODINAIKGUDA
		8 . PARAJAGUDA
		9 . RAJODA
	BIKRAMPUR-B	1 . BANUAGUDA
		2 . GHODADHANUA
		3 . HALDIGUDA
		4 . HARDOLI
		5 . KAKADAGUDA
		6 . KASMIGUDA
		7 . KOSAGUMUDA
		8 . PONDUGUDA
		9 . SANTOSH PUR
		10 . UMARGAON

	NABARANGPUR	1. BADAMUDA 2. BANGAPALI 3. BHIMAGUDA 4. BIKRAMPUR 5. DANAGUDA 6. DHARNABEDA 7. MAJHIGUDA[B] 8. SANYASIGUDA 9. TIRLIAMGUDA
	TENTULIKHUNTI	1. BISAGUDA 2. CHARMULA 3. HIRIMUNDA 4. KANHEIMUNDA 5. KARLICHUAN 6. KENDUGUDA 7. LAKIGUDA 8. MORALI 9. NUAGUDA 10. PUJARIGUDA 11. PURUNAPANI 12. RANGAPIAJGUDA 13. SAGARMUNDA 14. SINDHIGUDA
PAPADAHANDI	BANDHAGUDA	1. AMBALABHATTA 2. BANDHAGUDA 3. BARIGUDA 4. DENGPADAR 5. GUNDIAGUDA 6. HIRLY 7. KANTAGAON 8. MAHULI 9. MERRY 10. USHIGAON
	KODINGA	1. BADPUR 2. BAKTIGUDA 3. CHATTAHANDI 4. DENGAGUDA 5. DEODHORA 6. GUMUNDULI 7. HALDIPAKHNA 8. JHARSEMELA 9. KUJAGUDA 10. MALEKOTE 11. NUAGUDA 12. PHARSAGUDA 13. POITIGUDA 14. RAVANAGUDA 15. SIRISI
	MAIDALPUR	1. AUNLI 2. BARLI 3. BUTIAGUDA 4. CHANDRAPUR 5. DISARIGUDA 6. GADABAKATRA 7. GOPIGUDA 8. KANTASARU 9. KATRA 10. KHAJURI 11. MAJHIGUDA 12. NILADRIGUDA 13. SEMLA
	PAPADAHANDI	1. BHURSAGUDA 2. DALAIGUDA 3. DENGAGUDA 4. DHANSULI 5. KALIAGUDA 6. LAIBANPADAR 7. MIRIGUDA 8. NILADRIGUDA 9. PALSAGUDA 10. PANDIKOTE 11. RAJAMATU
RAIGHAR	KUNDEI	1. DHANARA 2. DHODRASIMUNDA 3. DHUNGIADIHI 4. HATBHARANDI

		5. KANDETARA 6. KAUDOLA 7. KERAPARA 8. KHILOLIA 9. KHUDUKU 10. KUNDEI 11. MARIGAON 12. SAMARDIHI 13. SONARPARA
	RAIGHAR-I	1. CHALANPARA 2. DANGRIPARA 3. DUGLIPARA 4. JUNANI 5. KARBELA 6. KASRABHATA 7. MAHANDA 8. RAIGHAR 9. SARGULI 10. TARIGAON
UMERKOTE	BEHEDA	1. BANIPADAR 2. BEHEDA 3. DABRIGUDA 4. JADAGUDA 5. KERIPADAR 6. KESARBEDA 7. KHADAKA 8. KOPENA 9. KURSHI 10. KUSUMGUDA 11. NANGAGUDA 12. TARAGAON 13. TOHARA
	DHODRA	1. DHODRA 2. GHODAKHUNTA 3. GOTIGUDA 4. HUNDARGUDA 5. JAMUGUDA 6. JEERAGUDA 7. KANKI 8. MAJHIGUDA 9. MALBEDA 10. MUNDIGUDA 11. NAGRADUNGRI 12. NANDAPARA 13. NUAGUDA 14. PONAR
	KARMARI	1. ANCHALA 2. BANUAGUDA 3. EKAMBA 4. JUNAPANI 5. KARMARI 6. KUHURAKOTE 7. KUSUMI 8. LAMBIDORA 9. NAGAGUDA 10. RATAGUDA 11. TELGAON 12. TELNADI

LIST OF COLLECTION CENTERS[PHADIES] OF ADVANCE SALE PHAL KL LOTS OF 2015 CROP
FOR AUCTION SALE DT.19/01/15

FOREST KL DIVISION	RANGE	SECTION	PHADIES (DEREGULATED)
JEYPORE	M.V. 79	MOTU	1.ALLAMA 2.BINAYAKPUR 3.KONDAPALLI 4.KOTTAGUDA 5.MPV 57 6.MPV 78 7.MURALIGUDA 8.PUSUGUDA 9.RAMAVARAM 10.URUBELLI

PURCHASER'S AGREEMENT
(Condition 5 of Sale Notice)
(for deregulated lots)

This agreement made this(day) of (month)(year) between the Odisha Forest Development Corporation Ltd. through it's..... OFDC Ltd, A/84-Kharavelnagar, Bhubaneswar hereinafter called 'Corporation' (which expression shall, where the context so admits, include his successor in office) of the one part and ShriSon of resident of Village and carrying on business in partnership with (i) Shri

..... (ii) Shri (iii) Shri in name and style of a Company registered under the Indian Companies Act, 1913 (Act VII of 1913), the companies Act, 1956 (Act 1 of the 1956) and having its registered office at(hereinafter referred to as the 'Purchaser' (which expression shall, unless the context does not so admit, include his heirs, executors and administrators, their survivors or survivors of them, the heirs, executors and administrators of the last survivor, the partners for the time being of the said firm, its successors) of the other part (strike out portions not applicable)

Whereas, trading in Kendu leaves in the State of Odisha is regulated by the provisions of the Orissa Kendu leaf (Control of Trade) Act, 1961 and Rules made thereunder and the statutory modifications made so far, as they are applicable to such trade.

Whereas the Government has allowed OFDC Ltd. for disposal of Kenduleaves and the Corporation had invited tender/auction for advance sale of Kenduleaves to be collected in 2014 collection season vide its tender notice No-1490 Dated 30.12.2014 and has accepted the rate offered by the purchaser for purchasing the Kendu leaves of lot No-

(in figures) (inwards) KL Section name

and which has been more fully described in the lot list and Schedule of the said Sale Notice on terms and conditions hereinafter mentioned and has agreed to appoint him as purchaser of the said leaves for the period ending 29/02/2016.

Now these presents witness and it is hereby mutually agreed between the parties here to as follows:

1. PERIOD OF PURCHASER'S AGREEMENT

This agreement will commence from (date) and shall remain in force up to 29/02/2016 unless terminated earlier, under the terms and conditions of this agreement.

2. PARTS OF THE AGREEMENT

This agreement shall always be deemed to be subject to the provisions of the Orissa Kenduleaf (Control of Trade) Act, 1961 and Rules made their under and orders and statutory modifications made from time to time under the said Act and Rules and the terms and conditions of the said Sale notice including the general/ other terms and conditions of the sale and instructions for tenderers/bidders contained in Annexure-I of the Sale notice, all of which shall form part of and shall be deemed to have become part of this agreement and which shall be construed to have been specifically provided for in these presents.

3. PURCHASE RATES ETC.

The purchaser shall accept the Kendu leaves as would be collected in the phadies in this lot at the rate of Rs- [in figures] [in words] per Standard Bag. In addition to purchase price of the lot, the purchaser will also pay the tax/cess etc. as leviable on the purchase price from time to time.

4. PROCEDURE FOR COLLECTION /PURCHASE, PAYMENT AND DELIVERY OF LEAVES AT COLLECTION CENTRE

I.(a) The purchaser shall take posession of all the green Kenduleaves as would be made available to the KL Section at all collection centres given in Schedule and any other additional centre decided by the concerned Divisional Forest Officer-KL within next day of the date of collection from the KL Section or any person authorized by the concerned Divisional Forest Officer-KL. The purchaser will not purchase Kenduleaves

directly from collectors/producers but the purchaser is allowed to keep his agents/ representatives in the Phadies related to him at the time of purchase of green leaves by KL Organisation of Forest Department.

Note- The purchaser shall not raise any objection for possession of the leaves delivered by the KL Section in charge to him in standard Kerry of 40 leaves including two cover leaves fit for manufacturing of bidies ,if they are less by one leaf only.

(b) The purchaser will take the possession of Kerries only on the collection centers mentioned in 4.1(a) above. The leaves found on unauthorized Phadies/ place will be forfeited in addition to the action under the Act and this contract.

(c) 1]No subsequent treatments to the delivered Kenduleaves shall be allowed to be done within the boundaries of Reserved Protected Forests except in forest village or rocky areas/ sandy bed, river and nalas. However all these operations will be carried out within half kilometers of village habitation preferably.

II] The KL Section in-charge will organize purchase of Kenduleaves from the interested sellers and pay the collection rate as fixed by the State Govt.

III] Purchaser shall appoint a representative for each collection center. Purchaser will submit list of such representatives along with samples of their attested signature, addresses and photographs in duplicate to the concerned Divisional Forest Officer-KL on or before 01/04/2015. If the concerned Divisional Forest Officer-KL directs the purchaser to remove any representative, the purchaser shall immediately remove such person and bar him from carrying out any work under this agreement.

IV] It is the responsibility of the representative of the Purchaser at every collection center that he will obtain the information of collection from KL Section daily during collection period. Representatives of the purchaser shall have to take possession of Kenduleaves on the basis of their particulars in the collection booklet and he shall give receipt in prescribed form to the representative of the In-charge of KL Section immediately after taking possession of Kenduleaves. The leaves which have been delivered to the purchaser and the leaves, delivery of which has not been taken by the purchaser within next day of the date of collection, will be at the risk of purchaser at the collection centers.

V] If the Purchaser fails to take delivery of the Kenduleaves within next day of the date of collection, in addition to any action for violation of the purchasers agreement, the concerned Divisional Forest Officer-KL in his discretion may take following actions for the part or the whole quantity of the Kenduleaves.

a]May refuse the delivery of Kenduleaves to the Purchaser.

b]May take further prescribed operations departmentally.

c]May deliver the leaves to the purchaser only after recovering the supervision charges of Rs50/- per standard bag.

d]If the leaves are delivered later on after drying and bagging to the purchaser by Forest Dept., then the purchaser will pay in addition to supervision charge as in V[c] the expenditure incurred on drying and bagging etc as decided by the concerned Divisional Forest Officer-KL whose decision shall be final and binding on the purchaser.

VI] The purchaser shall not refuse to take the delivery of the Kendu leaves offered by the KL Section in-charge unless leaves are unfit for the manufacture of bidies. The leaves not accepted by the purchaser will be separately kept by the KL Section in-charge and will be produced for inspection to Range Officer/ Sub Divisional Forest Officer/ Divisional Forest Officer-KL or to any officer authorized by them. The inspecting officer will deliver his decision to the representative of the purchaser on the collection center within two days which will be final and binding on the purchaser.

VII)The purchaser is bound to take delivery of offered quantity of kenduleaves by the KL Section in-charge at Phadies.

VIII)The purchaser will himself treat, bag, load, transport and godown the leaves after taking delivery of the green leaves and bear the expenses on these works himself. The purchaser is also responsible for the proper treatment of the Phadies to protect the leaves from termite and other insects. So the responsibility of any damage to the leaves from termite and other insects between collection and delivery is of the purchaser only.

IX) In case of any dispute regarding boundaries of KL Section, the decision of Divisional Forest Officer-KL concerned shall be final and binding on the purchaser.

X) If the concerned Divisional Forest Officer-KL in his discretion communicates to take the delivery of Hessian cloth and Jute twine, the purchaser shall be bound to take delivery of such quantity on the rates to be mutually agreed between the concerned Divisional Forest Officer-KL and the purchaser.

5. PAYMENT OF SECURITY DEPOSIT

Basing on the actual quantity of leaves collected by the section, the Purchaser has to pay balance Security deposit covering up to 25% of the purchase price of the lot by 31.5.2015. If the 25% S.D. payable on actual collected quantity of leaves in a lot, is less than the provisional S.D. of Rs 5.00 lakhs, then the surplus amount would either be refunded as such to the Purchaser or adjusted with 1st instalment of sale value.

6. PROCEDURE FOR PAYMENT OF AMOUNT DUE AND LIFTING OF KL BAGS

1.(a) If the purchaser wants, he can remove the bagged Kendu leaves of the lot from the collection centers under transit permit issued as per the provision of the Act and Rules by making payment in the office of the concerned Divisional Manager-CKL, OFDC Ltd, the purchase price calculated on the basis of the actual quantity along with tax payable on it.

(b) If the purchaser does not want to get the leaves released from the Phadies after paying the full balance amount due and expresses his written desire to store the leaves in the godowns under double lock of purchaser and Corporation to avail the facility of the payment in installments, he will be permitted to transport the leaves from Phadies to the godowns in the State of Odisha specially approved for this purpose by the concerned Divisional Manager-CKL or any officer authorized by him for the purpose. If the concerned Divisional Manager-CKL directs the purchaser to take the godowns of Forest Department/Corporation on rent, he will be bound to do so on the rent of Rs20/- per actual bag and can keep the leaves in the godown till 28/02/2016. But if the purchaser wants, he can store the leaves in his own godown under double lock of purchaser and Corporation after paying the charges of Rs10/- per actual bag and Rs2/- per actual bag, when the full sale value has been deposited in advance by dt.30/06/15. The payment of godown rent will have to be made by 31/05/2015.

(c) The purchaser shall make payment in the office of concerned Divisional Manager-CKL/ Managing Director, OFDC Ltd, the amount due i.e the full purchase price of actual collection along with the tax payable on it on or before the following dates in three equal installments by Account payee bank draft/demand draft of a scheduled/ nationalized bank drawn in favour of OFDC Ltd payable at Bhubaneswar.

Installment	Due date of Payment of Installment
1 st	16/08/2015
2 nd	16/09/2015
3 rd	16/10/2015

6.2. The purchaser will be entitled to remove the 1/3rd quantity of Kendu leaves from the godown on payment of one installment. If the purchaser fails to pay any installment of the amount due by the due date, he shall pay interest at the rate of 0.05% per day on the delayed days of payment. If the due date of any installment falls on a Sunday or public holiday, the next working day will be taken as the due date for the purpose of calculation of interest.

6.3 (a) Till the purchaser lifts KL bags of all the quantity of Kenduleaves in a lot stored in the C.G of Forest Deptt./ OFDC after making payment of all the due amount, for proper control of the Corporation, he shall deposit godown supervision charges in advance for each month in the office of the concerned Divisional Manager-CKL.

i) Supervision charges shall be payable @ Rs5000/- per month per complex if leaves of one or more lots of the same Forest KL Division are stored in a single complex.

ii) Supervision charges shall be payable @ Rs5000/- per month for each Divisional Forest Officer-KL separately if leaves of more than one Forest KL Division are stored in a single complex.

iii) If the purchaser pays the full sale value taxes etc. and other dues against the KL stock in a lot on completion of final delivery and the stock have been kept in his own godown, no supervision charge will be paid by the purchaser and the stock will be lifted at the risk of the purchaser.

(b) Part of a month shall be treated as full month for the purpose of calculation of supervision charges. In case of non payment of supervision charges in advance by the 20th day of the month, interest @ 0.05% per day will be recovered from the purchaser.

(c) The purchaser shall pay all due, supervision charges and interest if any before taking delivery of complete quantity of Kendu leaves from godown/ godowns.

6.4. The leaves shall be kept under the custody, watch and ward and supervision and at the risk of the purchaser, but under the control of concerned Divisional Manager-CKL and on the conditions of putting double lock of Corporation and Purchaser to the godown or by any other device prescribed by the concerned Divisional Manager-CKL to have full access and control over the leaves.

6.5. The purchaser shall have to get the leaves kept in the godown/ godowns insured against possible loss due to any cause. The insurance of leaves shall be an amount which is in no case shall be less than the amount due against the purchaser at any time. If there is any loss to Kendu leaves by any reason, the compensation shall be payable by the insurance company directly to the Divisional Manager-CKL and the purchaser shall have to get this provided in the insurance policy to the satisfaction of the concerned Divisional Manager-CKL. These are specific provisions of the facility of godowning. The detail particular of godowning of leaves is to be intimated to the insurance company each month from April-2015 onwards by the purchaser and DM concerned. If the insurance company fails to pay compensation to the Corporation for any reason, the purchaser shall be bound to make such payment. In case of any difference between the amount paid by the insurance company and the amount payable to the Divisional Manager-CKL, the purchaser shall pay the difference.

7.FACILITY OF DELIVERY OF LEAVES AGAINST BANK GUARANTEE

a] Subject to the provision contained in para 9[ii] of the Sale notice if the purchaser wants to avail of the facility of taking delivery of leaves against Bank Guarantee, then he shall submit bank guarantee equal to 40% of the purchase price, of any Nationalised Bank in favour of Managing Director, OFDC Ltd., Bhubaneswar before the payment of 1st installment falls due. In such a case the leaves can be transported from godowns only and not from Phadies. The leaves will be released as per the following terms and conditions.

I] Bank guarantee shall be valid up to 30/04/2016 and it should be confirmed by the bank. The guarantee shall be in favour of the Managing Director, OFDC Ltd, Bhubaneswar.

II] After confirmation of bank guarantee from the bank and the Regional office of the Bank under whose jurisdiction it comes, 1/3rd part of the leaves will be released to the purchaser on payment by him of all taxes payable pertaining to 1st installment.

III] On payment of 1st installment along with all payable taxes through Bank/demand draft as per condition 6.I.c by the purchaser another 1/3rd part of the leaves will be released to him and likewise on payment of the second installment, another 1/3rd part of the leaves will be released to him and so on.

b](I) In the event of non payment of any installment on due date, the bank guarantee shall be encashed and till the payment is received interest thereon at the rate of 0.05% per day will also be recovered from such encashed amount and the purchaser will not be allowed to avail the facility for lifting of KL stocks against the Bank Guarantee in future. The bank guarantee will be released after the payment of last installment.

II] The furnishing of the bank guarantee shall not absolve the purchaser of his responsibility or liability for payment of any amount payable to the Corporation covered by the Guarantee. The ultimate responsibility for payment of all the amounts due to the Corporation, without prejudice to the rights of the Corporation for encashment of the Bank guarantee, is that of the purchaser.

III] If the Corporation is unable to recover any amount due to it on account of the non encashment of the Bank guarantee for any reason, whatsoever, the amount due shall be payable by the purchaser and on his failure to do so, it shall without prejudice to the right of the Corporation regarding encashment of the Bank guarantee be recoverable as an arrear of land revenue from him, as also from any other amount of the purchaser held by the Corporation pertaining to this agreement or any other agreement subsisting or that may be executed in future.

IV] Non encashment of Bank guarantee for any reason whatsoever resulting in nonpayment of the amount due to Corporation under this agreement shall be deemed to be a specific breach of this agreement

on account of which this agreement shall be liable to be terminated and the purchaser blacklisted for a period up to 5 years and action can be taken according to condition no.3 of the purchaser's agreement.

V]The Bank guarantee for the purpose of this clause shall be furnished in the form given in Annexure-V enclosed with the Tender Notice.

8. PAYMENT OF TAXES

I]Under this agreement an installment shall not be deemed to have been paid unless all taxes due thereon are also fully paid.

II]The Purchaser shall pay the VAT and other taxes/ cess duties etc. as per rule and amended from time to time through Account payee bank/demand draft in favour of OFDC Ltd.

NB- Forest Development Tax shall not be collected from the purchasers.

III]The purchaser unless exempted by the Income Tax Authorities in the prescribed proforma, shall pay the Income Tax due under the Income Tax Act 1961 to OFDC Ltd. The purchase price of any part of leaves shall not be deemed to have been paid, unless Income tax payable on it has also been fully paid.

9. ISSUE OF DELIVERY CERTIFICATE

The Divisional Forest Officer-KL or any officer authorized by him shall after giving delivery of Kenduleaves, issue delivery certificate in the form as would be prescribed by the KL Organisation of Govt. of Odisha.

10. COMPLIANCE OF AGREEMENT

If the terms and conditions of sale notice pertaining to delivery and sale and of this agreement are not fully complied with, it will be considered that the purchase of leaves has not taken place.

11. SECURITY DEPOSIT

(i) The purchaser binds himself to perform all the acts and duties required to be carried out and to restrain himself and his servants/ agents from doing all those acts as prohibited, by or under the provisions of Orissa Forest Act 1972 and rules made there under etc. to the extent these are applicable to this agreement and for timely observance and compliance of the terms and conditions of this agreement, he has deposited with the Managing Director, OFDC Ltd. a sum of Rs 5.00 lakhs(Rupees five lakhs) by way of provisional security in accordance with the provisions of Sale Notice.

(ii) The provisional as well as final security deposit can be adjusted either wholly or in part, as the case may be, by the Director@/ Managing Director towards any amount recoverable from the purchaser, including the purchase price under provisions of the Act and Rules. Purchaser's agreement and the terms and condition of the tender notice and all such deductions shall have to be made good, by the purchaser by depositing an equal amount within 15 days of issue of the notice to that effect.

(iii) If the dues to be recovered from the purchaser exceed the amount of security deposit, the amount in excess shall unless made good to the concerned Divisional Manager-CKL within 15 days from the date of issue of the notice to that effect, be recoverable through Legal proceedings.

(iv) The Security Deposit shall be adjusted in the last installment if the delivery is being given from the godown and towards the full payment if the leaves are released from the phadi after receipt of clearance report from concerned Divisional Manager-CKL that purchaser has complied with all the terms and conditions of the purchaser's agreement, the Act and Rules, conditions of tender notice, and no amount is outstanding against him by the Director (C)/ Managing Director at his discretion.

(v) After adjustment of the security deposit as per sub condition (iv) above, the balance security deposit will be refunded to the purchaser after receipt of clearance report from the concerned Divisional Manager-CKL that the purchaser has complied with all the terms and conditions of the sale notice and no amount is outstanding against him.

12. VIOLATION OF ACT AND RULES ETC.

The purchaser agrees to pay to the Corporation a sum which may extend to Rs1000/- (Rupees One thousand only) for any violation of the provisions of the Act and rules made there under or this agreement committed by himself or any person employed by him.

13. PENALTIES

If the purchaser commits breach of any of the terms and conditions of this agreement and it is not proposed to terminate the agreement on account thereof the Corporation shall have the power to levy a

penalty not exceeding Rs1000/- for each breach. If this exceeds Rs5000/-(Five thousand), an appeal against such order may be made within 30 days of the issue of the order to the Director©/ Managing Director whose decision, there on shall be final and binding.

14. TERMINATION OF PURCHASER'S AGREEMENT

I) If the purchaser fails to pay the first installment before the due date of 2nd installment or 2nd installment before due date of the 3rd installment or third installment within 15 days after its due date or any other amount due or to comply with any of the provisions of the agreement, the Directors/ Managing Director of OFDC Ltd may at his discretion and without prejudice to any other right and remedies that may be available to him, terminate this agreement after giving 15 days notice and giving an opportunity of hearing to the purchaser and blacklist the purchaser for a period up to 3 years.

II) The order of termination of the agreement shall be delivered in person to the purchaser or sent by Registered Post. The termination shall be effective from the date of order terminating the agreement.

III) On termination of the agreement the Corporation shall be entitled to.

c) Forfeit the provisional as well as final security deposit in full.

d) Forfeit the undelivered stocks of Kenduleaves in storage in favour of the Corporation for which payment has been made.

c)(i) Sell the Kenduleaves in the godown for which amount due has not been paid and undelivered stock of Kenduleaves in storage which has been forfeited in favour of the Corporation under condition **14(III)(b)** and recover the loss. Such shall also be recoverable by encashment of the Bank guarantee. If any such guarantee has been furnished by the purchaser under clause-7, as also from sale of such leaves which has been forfeited in favour of the Corporation under condition **14(III)(b)**. Provided if the lot is not resold in the first tender/auction after issue of order of termination of agreement, loss will be recovered from the purchaser treating the value of the lot as zero. However if the lot is sold in subsequent tender/auction, the amount of sale price recovered as such shall be adjustable against balance amount of loss or be refunded to the purchaser as the case may be. However no interest will be payable to the purchaser on such amount. In the event of cancellation of purchaser's agreement the loss to be recovered from the 1st purchaser will be computed as follows:-

Total expected receipts including all taxes in concerned Tender/Auction(+) expenditure on storage, supervision etc up to disposal(-) receipts including taxes from subsequent tender/Auction.

ii) Recover any amount of loss still remaining due through Legal proceedings.

iii) Retain the full amount, if on such resale higher amount is received than is due in respect of the lot and the purchaser shall have no right or claim there to.

d) Recover all cost and expenses incurred for recovering loss.

e) Recover all penalties imposed and compensation assessed not yet paid.

(IV)(a) If after termination of the agreement but before sale of the leaves, the purchaser pays the entire amount due including interest, all taxes and cess payable, penalties imposed and restoration fee of Rs5000/- per lot Director(c/ Managing Director of OFDC Ltd. may at his discretion revive the agreement and extend the period of contract if necessary on receipt of clearance report from the Divisional Manager-CKL. On restoration of the agreement and payment of all due amount and restoration fee as above the undelivered stock of Kenduleaves, will be delivered to the purchaser.

(b) If the purchaser does not want to avail of the facility described in condition no 14(IV)(a) and wants the facility to deposit the balance purchase price in installments, the Director(c/ Managing Director of OFDC Ltd. may, at his discretion grant the facility to the purchaser to pay in installments and may revive the above agreement but in such case the purchaser shall make payment with an interest at the rate of 0.05% per day on the amount payable including all taxes/ cess and penalties from the original date of payment of concerned installment and restoration fee of `5000/- per lot. On such revival of the agreement, Directors/ Managing Director of OFDC may at his discretion, specify the date of payment of installment and period of delivery. The

purchaser will have to deposit Rs5000/-per lot, minimum one installment along with due taxes/ cess and interest on the installment with the application revival.

(V) Whenever the agreement is so revived, the security deposit forfeited due to the termination shall stand restored automatically.

(VI) However, if the purchaser's agreement has not been terminated and the contract period has expired then before the resale of the leaves, if the purchase pays the entire amount due including interest all taxes and cess payable, penalties imposed and restoration fee of Rs5000/- per lot, the Directors/ Managing Director of OFDC may at his discretion grant permission to remove the Kendu leaves on a written application by the purchaser.

15.MAINTENANCE OF ACCOUNTS

The Purchaser shall keep such accounts and records in such forms on collection centers godowns and other place and shall submit such returns on or before such dates as are prescribed by the Divisional Forest Officer-KL from time to time. The records kept at collection centers godowns and other place will be produced for inspection to any Forest Officer and person authorized by concerned Divisional Forest Officer-KL/Divisional Manager-CKL. The noncompliance of the instruction given by the Divisional Forest Officer-KL/Divisional Manager-CKL will be the violation of purchaser's agreement.

16. PERFORMANCE OF DUTIES ETC.BY PURCHASER

The purchaser shall perform all acts and duties required to be done by him and shall abstain from doing by himself or by his servants and agents any act prohibited by/or under the provisions of the said Act and Rules in so far as they are not consistent in the context of this agreement.

17. TRANSPORT OF KENDU LEAVES AND ISSUE OF TRANSPORT PERMIT

The purchaser shall not transport Kendu leaves without a valid transport permit issued by the competent authority as contemplated under the Act and Rules. Recommendation for issue of Last transit permit of the lot will be made to Competent authority after full payment of due amount has been made. Transport Permit issuing authority may consider non-payment if any before issue of Transit Permit.

18. PAYMENT OF STAMP DUTY

The purchaser shall at all times comply with the provisions of the Indian Stamp Act.1899 and Court Fee Act 1870 and rules and regulation made there under as applicable to Odisha State.

19. FIRST CHARGE

(I) The amount of purchase price or the balance thereof as the case may be as is due under the terms and condition of the Sale Notice and the terms and condition of the agreement, the Act and Rules shall form first charge on the Kendu leaves taken delivery of by the purchaser.

(2) The purchaser shall not export or utilize for manufacture of bidies or otherwise dispose off such Kendu leaves until this charge is fully discharged.

20 .LEGAL JURISDICTION

(1) Any dispute arising out of this agreement shall be subject to the jurisdiction of courts in Bhubaneswar.

(2) If any purchaser moves to court against Government/Corporation and the decision of the Court is in favour of Government/ Corporation, then the purchaser shall be responsible for the loss in the value of forest produce due to court proceeding and this loss with interest will be recovered from the purchaser.

In witness whereof the Director (C) / Managing Director of Corporation has hereto set his hand and affixed the seal of his office and the purchaser/purchasers above named has/have hereto set his/their respective hand(s) on the day and year first herein above written.Signed, sealed and delivered by the Managing Director of Corporation in presence of following witnesses:-

For and on behalf of Odisha Forest Development Corporation Ltd

WITNESS:

1. Signature
Name
Full Postal Address

Managing Director/ Director (Commercial)

2. Signature
Name
Full Postal Address

Signed by the Purchaser(s) above named in the presence of following witnesses

WITNESS:

1. Signature
Name
Full Postal Address

Signature of the Purchaser
Name
Full Postal Address

2. Signature
Name
Full Postal Address

DEPTT.PHAL LOT LIST OF 2014 CROP PUTS TO AUCTION SALE HELD ON 19/01/15 AT IDCOL AUDITORIUM, BHUBANESWAR, AS PER TERMS & CONDITIONS COMMUNICATED EARLIER IN ANNEXURE-B

1.JEYPORE	OFDC DIVISION	JEYPORE	FOREST DIVISION(RATE/QUINTAL)
1.P0/JPJ/4 106			380.00 JEYPORE RONDAPLI-3
2.P0/JPJ/7 106			450.00 JEYPORE BOIPARIGUDA-2
3.P0/JPJ/8 107[P]			483.82 KALIMELA GOREIGUDA-11
4.P0/JPJ/9 107[P]			473.96 KALIMELA GOREIGUDA-12
5.P0/JPJ/10 107[P]			445.36 KALIMELA KALIMELA-4 & 5
6.P0/JPJ/3 106			414.00 JEYPORE RONDAPALI CG-3

2.NOWRANGPUR	OFDC DIVISION	NOWRANGPUR	FOREST DIVISION
1.P0/NRN/22 106A			235.48 NABARANGPUR MAJHIGUDA-3

FOREST DIVISIONWISE QUANTITY PUT TO SALE ON -->19/01/15

1.JEYPORE	2647.14
2.NOWRANGPUR	235.47

TOTAL-->	2882.81
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PHAL LOT LIST OF 2014 CROP (ADVANCE SALE) PUTS TO AUCTION SALE ON 19/01/15 AS PER TERMS & CONDITIONS COMMUNICATED EARLIER IN ANNEXURE-C

1.JEYPORE	OFDC DIVISION	JEYPORE	FOREST DIVISION(RATE/S.B)
1.30 108(RESALE)			1542.1 BISAM CUTTACK MUNIGUDA FDCG
2.NOWRANGPUR	OFDC DIVISION	NOWRANGPUR	FOREST DIVISION
2.54 106A[RESALE]		**.**	1623.0 PAPADAHANDI DALEIGUDACGNO.4

FOREST DIVISIONWISE QUANTITY PUT TO SALE ON -->19/01/15

1.JEYPORE	1542.10
2.NOWRANGPUR	1623.00

TOTAL-->	3165.10
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DEPTT.PHAL LOT LIST OF 2013 CROP PUTS TO AUCTION SALE ON 19/01/15 AT IDCOL AUDITORIUM, BHUBANESWAR,
AS PER TERMS & CONDITIONS COMUNICATED EARLIER IN ANNEXURE-B

1.NOWRANGPUR	OFDC DIVISION	NOWRANGPUR	FOREST DIVISION(RATE/QUINTAL)
1.N0/NRN/23 105(RESALE)			345.31 DABUGAON DABUGAON CG 3/A
2.N1/NRN/63 106A			317.90 PAPADAHANDI KODINGA-5
3.N1/NRN/68 106A(RESALE)			166.76 NABARANGPUR KARCHAMAL-6
4.N1/NRN/60 105(RESALE)			550.85 DABUGAON JATABAHAL CG-1

ABSTRACT

1.NOWRANGPUR 1380.82

PHAL LOT LIST OF 2013 CROP (ADVANCE SALE) PUTS TO AUCTION SALE ON 19/01/15 AS PER TERMS &
CONDITIONS COMUNICATED EARLIER IN ANNEXURE-C

2.JEYPORE	OFDC DIVISION	JEYPORE	FOREST DIVISION(RATE/S.B)
1.10 107P RESALE			2796.00 KOTAMETA P.PANI&R.PALLI
2.21 107P RESALE			3366.90 KALIMELA A.AGRWLA&R.PALI
3.30 108 RESALE			905.51 B.CUTTACK MUNIGUDAOFDC CG

ABSTRACT

1.JEYPORE 7068.41