

**AUCTION FOR ADVANCE SALE OF PHAL KENDULEAF OF 2017 CROP IN REGULATED AREAS
AS PER NOTIFICATION NUMBER-3074 DT.16/02/2017**

The Managing Director, Odisha Forest Development Corporation Ltd.(OFDC) on behalf of Government of Odisha invites offers from the intending purchasers having been registered /renewed for the purpose with OFDC for the financial year 2016-17, for advance sale of phal Kenduleaf **Lot no- 59 of 2017 crop** of Jeypore (C-KL)Division to be held at Sambalpur on 27.02.2017.

Introduction

As per prevailing procedure, the Kendu Leaf organization of Forest Department will collect and pay the collection charges of Kendu leaves at the rate fixed by the Government to the primary collectors at different collection centres (Phadies) over regulated areas of Jeypore (KL) Division. The green leaves so collected will be handed over by the KL organization of Forest Department to the purchaser at the collection centres only. The subsequent treatments, transport and storage etc. of delivered Kendu leaves will be done by the purchaser at his own expenses.

1. Registration

For fresh registration, a purchaser is to apply online in our website (www.odishafdc.com) along with TIN / VAT clearance / non-assessment certificate and Income tax PAN card. A customer interface (customer Login) is available in the home page of the website for the purpose. During registration, attested copies of up to date VAT clearance non assessment certificate should be furnished by each applicant, except the dealers of outside the state. An amount of Rs.20,000.00 (Rupees twenty thousand) only is to be deposited either online or in shape of account payee bank draft drawn either in favour of Divisional Manager-CKL, Sambalpur payable at Sambalpur /in favour of OFDC Ltd payable at Bhubaneswar or RTGS/NEFT towards registration fee. The registration fee is refundable "as such" at the request of the purchaser and from that date the registration will stand cancelled. Registration fee will be forfeited to Odisha Forest Development Corporation Ltd. in case of violation of any of the terms and conditions of sale notice and agreement. Registration will remain valid for one financial year and is to be renewed every year on production of VAT clearance in form- VAT 612 (except the dealers of outside the state) / Non-assessment certificate and on payment of Rs.1000.00 (Rupees One thousand) only towards renewal fee, which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the auction sale. Submission of e-mail ID and contact mobile number is mandatory at the time of registration/ renewal.

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

i) The definition of different words and expressions which have been used in this notice including its Annexure and Schedule, shall unless the context otherwise requires, be as are given in **Annexure-I**. The 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.

ii) **Annexure-II , III, IV** and Schedules, referred to above which are annexed to this Sale Notice will also be treated as part & parcel of this sale notice as well as agreement for all purposes and may therefore be seen for reference. The bidders are advised to go through this sale notice including Annexure-I to IV in detail prior to participation in the sale. The act of participating in auction sale shall be deemed to be the unconditional acceptance of all the terms and conditions contained therein.

iii) Bids are to be offered for purchase of the green Kendu leaves in form of lot comprising of all Phadies in the 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) in whole rupee, excluding admissible taxes etc. The detail of lot along with phadi list is shown at Annexure-II.

3. Provisions of Statutory Acts and rules

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 such provisions shall form part and parcel of the terms and conditions of the sale notice and purchaser's agreement.

4. Earnest Money Deposit (EMD)/Part Security Deposit

EMD/Part S.D. @ Rs 50/ (Rupees Fifty only) per standard bag(S.B.) as per for the notified quantity of the lot is to be paid in the spot, in shape of Bank Draft / Demand Draft of any Nationalized Bank drawn in favour of Odisha Forest Development Corporation Ltd and payable at Bhubaneswar, soon after completion of the sale or else the sale will be liable for cancellation For this lot, the notified quantity is 2100 S.B. and hence the EMD/Part SD would be Rs.50 X 2100 = **Rs.1,05,000** (Rupees one lakh five thousand only).

5. Acceptance of Offers

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

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

6. Security Deposit (S.D.)

i) The successful purchaser shall have to pay Security Deposit @ 25 % of the full purchase price of the lot within 15[Fifteen] days of sale/ issue of ratification order. If the security deposit is not paid at Corporate Office within 15 days from the date of issue of ratification order, the sale of the lot will be cancelled and the EMD/Part S.D will be forfeited to OFDC.

(ii) On failure to deposit the S.D. as at (i) above, the registration of the Firm will also

be cancelled with forfeiture of registration fees and the firm may be black listed for a period up to three years. Further the said lot will be resold at the risk of the purchaser, and loss so sustained on such resale by the OFDC, shall be recovered from the purchaser

(iii) 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.

iv) 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 Corporation within 15 days from the date of issue of the notice to that effect, be recoverable by way of initiating legal proceedings or through Orissa Public Demand Recovery Act 1962(Orissa Act-I of 1963).

7. Execution of Purchaser's Agreement

The purchaser shall have to execute an agreement with OFDC Ltd. in the form given in Annexure-III (Purchaser's agreement) in respect of the lot within 15 days of acceptance of his offer by the OFDC, on payment of Security deposit @25% of the sale value calculated as per the notified target. In exceptional circumstances this period of 15 days may be extended for a further period of seven days by the Director(c)/ Managing Director of OFDC Ltd. by depositing of a non-refundable fee of Rs2000/-(Rupees two thousand) per lot by the purchaser. The period of 15 days / 7 days shall be counted from the date of sale/ issue of the acceptance order by the OFDC. The contract period of agreement will be valid up to 28/02/2018.

8. 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 sale [+] expenditure on storage, supervision etc. up to disposal [-] receipts including taxes from subsequent sale.”

9. Payment of Amount due

The purchaser shall make payment of the purchase price due on actual quantity of production of the lot or 90% of the estimated target, whichever is higher, in the manner provided in the purchaser's agreement in three equal instalments on or before the following dates with taxes, duties etc.

<u>Number of the Instalment</u>	<u>Due date of Payment</u>
Ist	16/08/2017
IIInd	16/09/2017
IIIrd	16/10/2017

All payments like Security Deposit (SD) & Purchase price and taxes 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. Payment through R.T.G.S/N.E.F.T can also be made under intimation of details with UTR number, name of the bank, date of transfer and amount transferred etc. to the Corporate Office. Such payments should come from the account of the purchaser or partner only or else, it would not be entertained.

NB: If the due date of payment falls on public holiday, the next working day will be considered as the due date of payment.

10. Delivery of leaves

i] Delivery of leaves will be made after payment of the instalment value with taxes due in accordance with the provisions contained in the para 9 above and Annexure –III.

(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 instalment along with taxes duties as applicable.

(iii) Either during the storage 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 and action will be taken at the discretion of OFDC.

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

11. Transfer of sale

No purchaser shall be allowed to assign or transfer the sale/agreement to another person/ registered firm/legal company in any manner.

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

13. Only in exceptional circumstances and for genuine difficulties presented in writing, the Director(C)/ Managing Director, OFDC Ltd may relax any of the stipulations as enumerated in the sale conditions at his discretion. For any default by the purchaser, the Director(C)/ Managing Director of OFDC at his discretion may revive the contract or extend the time after imposing penalty on case to case basis.

14 .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

Managing Director

**DEFINITIONS OF DIFFERENT WORDS AND EXPRESSIONS USED IN THE
NOTICE, TERMS & CONDITIONS AND ANNEXURES IN CONNECTION OF
AUCTION NOTICE NUMBER 3074 dt 16.2.2017**

The followings are the definitions of the different words and expressions which have been used in the Sale Notice including its Schedules and Annexure. These shall form part and parcel of the Sale Notice. In the Sale notice including its Annexure and schedules unless the context otherwise requires,

- (1) "ACT" means, the Orissa Kenduleaves (Control of Trade) Act, 1961 and other ancillary acts & rules made there under in connection with such trade.
- (2) "GOVERNMENT" means, the State Government of Odisha as well as Central Government.
- (3) "CORPORATION" means, Odisha Forest Development Corporation Ltd. having its registered Office at A/84, Kharavelanagar, Bhubaneswar-751001.
- (4) "CHIEF CONSERVATOR OF FORESTS" means Chief Conservator of Forests of the concerned Kendu leaf Circle.
- (5) "DIVISIONAL FOREST OFFICER" means the Divisional Forest Officer of the concerned Kendu leaf Division.
- (6) "ACF" means concerned Asst. Conservator of Forests of Kendu leaf Division who is also called as SDFO in-charge of K.L. Sub-Division
- (7) "RANGE OFFICER" means Forest Range Officer of the concerned K.L. Range.
- (8) "SECTION" means the geographical area of each K.L. Section in a K.L. Range.
- (9) "SECTION IN-CHARGE" means the officer of K.L. Organization of Forest Department of Govt. in-charge of the concerned Section.
- (10) "GENERAL MANAGER" means concerned General Manager-C Zone of the Corporation.
- (11) "DIVISIONAL MANAGER" means the concerned Divisional Manager(C-KL) Division of the Corporation.
- (12) "PURCHASER" means, the purchaser participated in the tender/Auction/e-tender by fulfilling all conditions of the sale and accepted as successful tenderer/bidder.
- (13) "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, Fees etc payable on the collected/purchased quantity in addition to the notified quantity will also be included in it.
- (14) "ANNEXURE" means Annexures to the Sale Notice.
- (15) "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 the officer by Registered/Speed Post at least 15 days prior to the last date of auction sale.

(16)“COLLECTION SEASON” means, period of the Calendar year 2017 commencing from the date of collection of leaves till final collection.

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

(18)“PURCHASE PRICE” means, the amount which is arrived at by multiplying the purchase rate defined in (19) below by the actual quantity collected in standard bags of the lot subject to minimum 90% of the estimated target for lots in regulated areas only.

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

(20)“TAX PAYABLE” means Value Added Tax [VAT], C.S.T., Income tax 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.

(21)“TENDERED/OFFER RATE” means the rate per standard bag excluding all taxes, duties, levies & fees etc offered by the Bidder separately for the lot as given in Annexure-II of the Sale Notice for the purchase of Kenduleaves comprised in such lot.

(22)“TENDERER/BIDDER ” means a person or a Registered firm or Society,legal company etc, registered with Odisha Forest Development Corporation Ltd and renewed for the year 2016-17, 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.

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

(24)“KERRY” means a bundle of 40 Kenduleave including two cover leaves.

(25) “STANDARD BAG” means 50,000 kenduleave consisting of 1250 Kerries comprising of 40 kenduleave including two cover leave each.

(26) “DE REGULATED AREA” means, the area notified by the Government of Odisha where the primary pluckers are free to sell kenduleaves to any purchaser of their own volition.

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

(28)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.

Managing Director

LIST OF COLLECTION CENTERS [PHADIES] OF LOT NO-59 OF 2017 PHAL KL

FOREST KL DIVISION	RANGE	SECTION	PHADIES (REGULATED)
JEYPORE	B.CUTTACK	AMBADOLA	1.AMBADOLA 2.BADAKUMUDABALI 3.BALIJODI 4.BERIGUDA 5.BIJEPUR 6.DAMANHEJU 7.DAMENPEDI 8.DHANDARA 9.DUNGURIPADA 10.DURKILIMA 11.GHAMETAGUDA 12.KANCHANVATA 13.KUDELPADAR 14.LADAKA CHANCHADA 15.PEDIGUDA 16.ROTODI 17.DIMIRIGUDA 18.SUKALVATTA

ANNEXURE-III
PURCHASER'S AGREEMENT

(Condition 7 of Sale Notice)

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 Shri
.Son 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 regulated areas in part of Jeypore(KL)
division(excluding Malakanagiri District) in the State of Odisha is regulated by the
provisions of the Orissa Kendu leaf (Control of Trade) Act,1961 and Orissa Kenduleaf
(Control of Trade) Rule, 1962 made there under 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 for advance sale of Kenduleaves to be collected
in 2017 collection season vide its sale notice No.3074 Dt. 16.2.2017 and has accepted
the rate offered by the purchaser for purchasing the Kendu leaves of lot No- (infigures)
(inwards) KL Section name and notified quantity in Standard
Bags (in figures)

(in wards) and which has been more fully described in the enclosure of Annexure-II and
Schedule of the said Tender Notice on terms and conditions hereinafter mentioned and
has agreed to appoint him as purchaser of the said leaves for the period ending
28/02/2018.

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 the date of sale of the lot as well as its execution and shall remain in force up to 28/02/2018 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 and orders and statutory modifications made so far from time to time by Government of Odisha and the terms and conditions of the said sale notice including the general/ other terms and conditions of the E-Tender and instructions for tenderers contained in Annexure-I of the E-Tender 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 all the Kendu leaves purchased in this lot and ensure not to have collection less than 90% of 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

1.(a) The purchaser shall take possession of 100 % of green Kenduleaves collected by the KL Section and ensure procurement of minimum 90% and above of the estimated /notified quantity on delivery to him which has been fully described in the enclosure of Annexure-II and at all collection centers 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 Organization 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 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/ places will be forfeited in addition to the action under this contract.

(c) - I] 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 preferably within half kilometers of village habitation.

II] The KL Section in-charge will organize purchase 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 01/04/17. 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 Kenduleave within next day of the date of collection, it will be considered as violation of purchasers agreement and 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] If the purchaser is offered any quantity in addition to the notified quantity by the KL Section in-charge, the purchaser is bound to take delivery of the additional quantity in Phadies or else all the deposits along with delivered kendu leaves will be forfeited.

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 at his discretion communicates to take 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 actual 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 actual collected quantity within 10 days of final delivery of green leaves at phadis or else interest @0.5% per day is payable for the delayed period.

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 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 payment of the rent @ Rs.20/-per actual bag and can keep the leaves in the godown till 28/02/18. In case Government/OFDC go-downs are not available, the purchaser can store the leaves in his own/rented go-down under double lock of purchaser and Corporation. Without availing the Government/OFDC go-downs, if the purchaser wants to store the leaves in private/own go-down, then in addition to payment of go-down rent to the owner of the go-down, the purchaser has to pay rent to OFDC @ Rs.10/- per actual bag or @Rs.2/- per actual bag (if the full sale value will be paid by 30.06.2017) up to 28.2.2018. The payment of such rent will have to be made by 31/05/2017, to concerned division of OFDC.

(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 whichever is higher, 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 favor of OFDC Ltd payable at Bhubaneswar.

Instalment	Due date of payment of Instalment
1 st	16/08/2017
2 nd	16/09/2017
3 rd	16/10/2017

6.2. The purchaser will be entitled to remove up to 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 for 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 nonpayment 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/ go-downs.

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 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-2017 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 differential amount.

7. FACILITY OF DELIVERY OF LEAVES AGAINST BANK GUARANTEE

a] Subject to the provision contained in Para 12[iv] 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 Nationalized 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 30/04/2018 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 concerned 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 instalment.

III]On payment of 1st instalment 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 instalment, 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 instalment 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 instalment.

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 non payment 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.13 of the purchaser's agreement.

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

8. PAYMENT OF TAXES

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

II] The Purchaser shall pay the VAT/CST and other taxes/ cess duties etc. as per rule as 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 organization 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 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 Director(C)/ 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 (S.D), 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 DivisionalManager-CKL that the purchaser has complied with all the terms and conditions of the purchaser's agreement, the Act and Rules, conditions of sale 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 AND PENALTY THEREOF.

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 Rs.5000/- for each breach.

13. TERMINATION OF PURCHASER'S AGREEMENT

l) If the purchaser fails to pay the first instalment before the due date of 2nd instalment or 2nd instalment before due date of the 3rd instalment or third instalment within 15 days after its due date or any other amount due or to comply with any of the provisions of the agreement, the Director(C)/ 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/speed 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 Kenduleave 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 13(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 13(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 Rs.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. 13(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, Director(C)/ 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 Rs.5000/-per lot, minimum one installment along with due taxes/ cess and interest on the installment with the application for 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 Director(C)/ Managing Director of OFDC may at his discretion grant permission to remove the Kendu leaves on a written application by the purchaser.

14. 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.

15. 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.

16. 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.

17. 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.

18. FIRST CHARGE

(1) 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 biddies or otherwise dispose off such Kenduleave until this charge is fully discharged.

19 .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

Managing Director

WITNESS:

1. Signature
Name
Full Postal Address

2. Signature
Name
Full Postal Address

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

Signature of the Purchaser
Name
Full Postal Address

WITNESS:

1. Signature
Name
Full Postal Address

2. Signature
Name
Full Postal Address

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 Tender Notice No-3074 dt 16.2.2017 and the general/other terms and conditions of Tender Notice and the clause-7 of Purchaser's Agreement executed on

dated for payment of purchase price by him in installment in accordance with and for fulfillment of the terms and conditions contained in the said tender 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 Tender 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 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 Tender Notice

/ Purchaser's agreement by reason of purchaser's failure to perform the said Purchaser's agreement or non-observation of any conditions of Tender 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.

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.

3. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there-under 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 Tender 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 Tender 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 Tender 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 Tender 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 Tender 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.

For

(indicate the name of the Bank)

Date the day of 2017

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