

# ଓଡିଶା ବନ ଉନ୍ନୟନ ନିଗମ ଲିଡ

Odisha Forest Development Corporation Limited  
(Formerly Orissa Forest Development Corporation Limited)  
(A Government of Odisha Undertaking)  
CIN-U02005OR1962SGC000446



Regd.Off: Plot No.A/84 Kharavel Nagar,Unit-III,Bhubaneswar,Odisha,PIN-751001  
Telephone: - 0674-2534086,2534269 Fax:0674-2535934  
[website: [www.odishafdc.com](http://www.odishafdc.com) E-mail ID: [general@odishafdc.com](mailto:general@odishafdc.com)]

## NOTIFICATION NO- 21040 DATED 23.12.2020

This is for information of all concerned that unsold lots of advance sale phal K.L. of 2021 crop along with resale lots if any will be put to e-tender sale as per the following schedule.

1	Type of materials to be put to sale	Unsold phal KL lots of 2021 crop in regulated & deregulated areas including resale lots if any.
2.	Date and time of availability of lot list, terms and conditions and documents in the web site of OFDC Ltd. ( <a href="http://www.odishafdc.com">www.odishafdc.com</a> )	By 04.01.2021
3.	Commencement of sale in the e-tender portal of OFDC	<b>From 10.00 hours of 11.01.2021</b>
4.	Last date and time for receipt of bids / offers in the portal	<b>Up to 17.00 hours of 12.01.2021</b>
5.	Opening of e-tender	<b>At 17.15 hours of 12.01.2021</b>

The subsequent treatment, transport arrangements to go-down of the green leaves both in deregulated and regulated areas will be done by the purchasers at their own risk and cost.

Interested purchasers are required to be registered/renewed with OFDC Ltd. for the year 2020-21 in order to take part in this e-tender sale. Facility of online registration/renewal is available in the Customers login in the home page of our above website. Purchasers can collect their customer ID from the said link and verify their present status (Active/Inactive) and to renew for 2020-21 if interested for participation in the e-tender sale. The tender document/Participation fee as well as earnest money deposit (EMD) received though online payment/RTGS/NEFT only in the given account of OFDC Ltd. **No bank draft towards participation fees and EMD will be entertained.** Further details can also be obtained in the above address.

For Odisha Forest Development Corporation Ltd.

Sd/-

**MANAGING DIRECTOR**

**NOTICE AND TERMS & CONDITIONS INVITING E-TENDER FOR ADVANCE  
SALE OF PHAL KENDULEAF OF 2021 CROP IN DEREGULATED AREAS AS PER  
NOTIFICATION No-21040 Dt. 23.12.2020.**

The Managing Director, Odisha Forest Development Corporation Ltd. (OFDC) on behalf of Government of Odisha, invites offers online from the intending purchasers having been registered / renewed for the purpose with OFDC for the financial year 2020-21, for advance sale of phal Kenduleaf (KL) of 2021 crop, as per abstract of lots given below:

Name of OFDC Division	Name of Forest KL Division	Number of lots put to sale
Nabarangpur (C-KL)	Nabarangpur	16
	Total	16

## **Introduction**

As per prevailing procedure, the Kenduleaf organization of Forest Department will collect and pay the collection charges of kenduleave at the rate fixed by the Government to the primary collectors, who want to sell kenduleaves to the Department at different collection centers (Phadies) at their own volition. The green leaves in phal areas as would be thus collected, will be handed over by the KL organization of Forest Department to the approved purchasers at the collection centers only. The subsequent treatments, transport and storage etc. of delivered kenduleave will be done by the purchasers at their own expenses.

## **1. Registration**

For fresh registration, a purchaser has to apply online in our website ([www.odishafdc.com](http://www.odishafdc.com)) along with certificate of provisional registration in Form GST REG-25 / final registration in Form GST REG-06, Particulars of address, e-mail ID, PAN card and mobile number etc. A customer interface (customer Login) is available in the home page of the website for the purpose. During registration, attested copies of GST registration certificate should be furnished by each applicant. An amount of **Rs.20,000.00 (Rupees twenty thousand)** only is to be deposited either online through OFDC portal or in shape of account payee bank draft drawn either in favor of Divisional Manager-CKL, Sambalpur payable at Sambalpur or in favor of OFDC Ltd payable at Bhubaneswar, towards registration fee. The registration fee is refundable “as such” at the request of the purchaser and from that date, the registration shall 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 or agreement. Such registration will remain valid for one financial year and is to be renewed every year on payment of **Rs.1000.00 (Rupees One thousand)** only towards renewal fee, which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the e-tender sale.

## **2. Definitions and instructions to Tenderers**

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 tenderer 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, V** 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 tenderers are advised to go through this sale notice including Annexure-I to V in detail prior to participation in the sale. **The act of submitting the offer in e-tender, shall be deemed to be the unconditional acceptance of all the terms and conditions contained therein.**

iii) Offers are to be quoted for purchase of the green kendu leave in form of lots 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) in whole rupee, excluding admissible taxes etc. The details of lots 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. Cost of Participation Fees for e-tender sale**

The tenderer shall have to pay Rs.500/-[Rupees five hundred only] which is non-refundable, along with GST @5%, either online through OFDC portal or through NEFT to our bank account number- **0553002100007489 IFSC- PUNB0055300 (Punjab National Bank, Station Square Branch, Bhubaneswar)** towards participation fees in the e-tender sale. On payment of participation fee, the tenderer can submit bid for all the lots (both regulated and deregulated lots). The participation fee including GST as above, being non-refundable, is to be deposited through separate instrument without linking with Earnest Money Deposit.

### **5. Earnest Money Deposit (EMD)**

An amount of Rs 2,00,000 (Rupees Two Lakh only) is to be paid per Lot, towards EMD either online through OFDC portal or through RTGS/NEFT to any of our bank account as given in **Clause-11 below**. In case of successful tenderer/purchaser, Earnest Money Deposit shall in the first instance be adjusted towards Security Deposit. The Earnest Money Deposit of unsuccessful tenderers shall be returned after finalization of sale.

### **6. Documents to be uploaded/ provided during online offer**

Reference number and Date of transfer of amount towards Participation Fees and EMD with particulars of Banks are to be uploaded online in the tender portal by **17.00 hours of 12.01.2021** to consider their offers.

### **7. Receipt of offers in the e-tender portal and instructions to the Tenderers**

The offers during e-tender will be received as per following schedule:

Start date or receipt of offers in the e-tender portal of OFDC Ltd (www.odishafdc.com)	From 10.00 hours of dt <b>11.01.2021</b>
Last date and time for receipt of offers in the portal (www.odishafdc.com)	Up to 17.00 hours of dt. <b>12.01.2021</b>

It is to be noted that for all purpose the server time displayed in the customer interface shall be the schedule of time of the e-tender sale. The bidder can submit multiple offers at multiple time during the period of e-tender. The latest offer submitted will be taken into account for evaluation. The offers will be considered valid, where the cost of participation fees and EMD are received within scheduled date and time. For tie offers against lot(s) if any, OFDC will have the right either to reject / accept the offers in favor of the tenderer who has first offered the offer in the portal as per timing in the data base. Tenderers are advised to examine carefully all instructions, annexures, terms and conditions, Lot list etc. including notification/addendum/ corrigendum / amendments etc in the portal of e-tender and website from time to time.

**NB- There shall be no negotiation for sale of any lot at any point of time.**

## 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 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 e-tender does not take away the right of the Corporation in any manner to cause sale of the lot(s) put to tender. 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.

iii) Purchasers can view the status and result online after logging in to the site [www.odishafdc.com](http://www.odishafdc.com) and ratification order will be communicated to the successful purchasers through e-mail/post. The date of issue of ratification will be considered as date of sale.

## 9. Security Deposit

i) Lot wise payable provisional Security Deposit (SD) is enclosed at **Annexure- III**.

The successful purchaser(s) shall have to pay the provisional Security Deposit against the lots sold in their favor within 15[Fifteen] days of issue of ratification order. If the required amount of provisional security deposit is not paid at Corporate Office within 15 days from the date of issue of ratification order, the sale of the lot(s) will be cancelled and the EMD will be forfeited to OFDC and the lot will be resold at the risk of the purchaser(s).

(ii) After final collection of leaves, the purchaser has to pay the differential amount of SD up to the extent of 25% of purchase price of the lot(s) within **15.6.2021** failing which it will be considered as violation of purchaser's agreement and in that case, the sale as well as the agreement will be cancelled and provisional security deposit will be forfeited. The stocks will be resold at the risk of the purchaser(s).

(iii) If the 25% S.D. payable on actual collected quantity of leaves in a lot, is less than the provisional S.D. already paid, then the surplus amount would either be refunded as such to the purchaser or adjusted against 1st instalment of sale value.

(iv) 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.

## 10. Execution of Purchaser's Agreement

(i) The lot wise acceptance of the offer of the successful tenderers will be ordinarily published in our website and also intimated to them through e-mail / letters which will come into force from the date of issue of ratification orders and the successful tenderer will thereafter be treated as the purchaser of the lot(s).

ii) The 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 separately within 15 days of acceptance of his offer by the OFDC, on payment of Provisional Security amount as per details in **Annexure-III**. 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 **15.6.2021**,

failing which it will be considered as violation of purchaser's agreement and in that case, the sale as well as the agreement will be cancelled and provisional security deposit will be forfeited. The stocks will be resold at the risk of the purchaser(s).

**NB-** The 15<sup>th</sup> day shall be counted from the date of issue of the acceptance order by the OFDC and if the 15<sup>th</sup> day falls on a public holiday, the next working day will be considered as the due date of payment and execution of agreement.

iii) In the event of non-execution of agreement by the purchaser, the sale of the lot(s) and registration made 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. of OFDC Ltd for a period which may extend up to 3 (three) years. Further the said lot will be resold at the risk of the purchaser, and the amount of loss on such resale by the OFDC, shall be recovered from the purchaser.

iv) The contract period of agreement will be valid up to **28/02/2022**

### **11. 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 instalments on or before the following dates with taxes, duties etc.

<u>Number of the Instalment</u>	<u>Due Date of payment</u>
Ist	15/07/2021
IIInd	16/08/2021
IIIrd	15/09/2021

All payments like Security Deposit (SD), Sale value 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 favor of Odisha Forest Development Corporation Ltd. Payment through R.T.G.S / N.E.F.T can also be made through following accounts 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.

<b>Item</b>	<b>Mode</b>	<b>Name of the Bank</b>	<b>A/C No. &amp; IFSC Code</b>
Payment of Security Deposit, Sale value and taxes etc.	(RTGS/NEFT)	Punjab National Bank	0553001800000024 IFSC- PUNB-0055300
		Indian Overseas Bank	015902000001963 IFSC -10BA0000159
		Syndicate Bank	80013070003318 IFSC- SYNBN-0008001

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

### **12. 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 11 above and **Annexure –IV**.

(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 with taxes and duties as applicable.

(iii) Either during the storage period or at the time of removal of leaves from the go-down, opening of bags for the selection of leaf from the lot will not be permitted in any manner and the removal of bags/leaves will be permitted to be lifted 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, 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 of OFDC Ltd, 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 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**.

### **13. 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.

**14.** 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.

### **15. 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.

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).

**16.** 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.

**17.** 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**

DEFINITIONS OF DIFFERENT WORDS AND EXPRESSIONS USED IN THE NOTICE,  
TERMS & CONDITIONS AND ANNEXURES IN CONNECTION OF e-TENDE NOTICE  
NUMBER 21040 Dt. 23.12.2020  
(Reference clause no-2 of Notice)

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, Kharavela Nagar, 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 annexure 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 their officer by Registered/Speed Post at least 15 days prior to the last date of submission of the Tender.

(16)“COLLECTION SEASON” means, period of the Calendar year **2021** commencing from the date of collection of leaves till final collection.

(17) “LOT” means the Kenduleaves to be collected by the K.L. Organization 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.

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

(20)“TAX PAYABLE” means GST, Income tax and other levies, duties etc as applicable from time to time on the purchase price of the Kendu Leaf stocks.

(21)“TENDERED/OFFER RATE” means the rate per standard bag excluding all taxes, duties, levies & fees etc offered by the tenderer separately for each 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 **2020-21**, who offers tender 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 kendu leaves including two cover leaves.

(25)“STANDARD BAG” means 50,000 kenduleaves, consisting of 1250 kerries comprising of 40 kenduleaves including two cover leaves in each kerry.

(26) “DEREGULATED 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.

Sd/-

**Managing Director**



Lotlist Report Of Adv Phal (Deregulated)

LOT NO.	FOREST RANGE	SECTION	UNIT NO.	QUALITY	QNTY (in STANDARD BAG)
<b>1. NOWRANGPUR ---&gt; OFDC DIVISION NOWRANGPUR ---&gt; FOREST DIVISION</b>					
<b><u>CROP YEAR ---&gt; 2021</u></b>					
1. PHAL2021/1	Umerkote	Dhodra	105(A)	Phal	0
2. PHAL2021/3	Umerkote	Beheda	105(A)	Phal	0
3. PHAL2021/4	Umerkote	Karmari	105(A)	Phal	0
4. PHAL2021/6	Raighar	Raighar-i	105[A]	Phal	0
5. PHAL2021/7	Raighar	Raighar-ii	105(A)	Phal	0
6. PHAL2021/9	Raighar	Jodenga	105(A)	Phal	0
7. PHAL2021/12	Chandahandi	Mohora	105	Phal	0
8. PHAL2021/14	Chandahandi	Dandamunda	105	Phal	0
9. PHAL2021/15	Dabugaon	Dabugaon	105	Phal	0
10. PHAL2021/17	Dabugaon	Nuakote	105	Phal	0
11. PHAL2021/18	Dabugaon	Jatabal	105	Phal	0
12. PHAL2021/19	Papadahandi	Papadahandi	106A	Phal	0

13. PHAL2021/20 Papadahandi Bandhguda 106A Phal 0

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14. PHAL2021/22 Papadahandi Kodinga 106(A) Phal 0

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15. PHAL2021/23 Nowrangpur Nowrangpur 106[A] Phal 0

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16. PHAL2021/25 Nowrangpur Bikrampur-a 106[A] Phal 0

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### **ABSTRACT REPORT**

<b>OFDC DIVISION</b>	<b>FOREST DIVISION</b>	<b>LOTS PUT TO SALE</b>	<b>QUANTITY (in STANDARD BAG)</b>
1. NOWRANGPUR	1. NOWRANGPUR	16	0.00
	GRAND TOTAL :	16	0.00

**LIST OF COLLECTION CENTERS [PHADIES] OF PHAL KL LOTS OF 2021 CROP  
(DEREGULATED AREA)**

FOREST KL DIVISION	RANGE	SECTION	PHADIES
NABARANGPUR	CHANDAHANADI	DHANDAMUNDA	1.BHENDIAGAON
			2.DAHIMAL
			3.DHANDAMUNDA-A
			4.DHANDAMUNDA-B
			5.DONGRIGUDA
			6.HARDAPARA
			7.KUAMBA
			8.KUHURI
			9.MALGAON
			10.MATHURABHATA
			11.PHATAMUNDA
			12. GAMBHARIGUDA
2.BAIDPARA			
3.BANDHAKANA-A			
4.BANDHAKANA-B			
5.BELARDONA			
6.DHARUAPARA			
8.GURJHARIA			
9.H.KHALIAPARA			
10.JAMPARA			
11.LANGPARA			
12.MOHARA			
13.RAJKOTE			
	DABUGAON	DABUGAON	
			2.BODAKONA/BODAKHUNA
			3.CHELIBEDA
			4. DANGRIGUDA
			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. TOILAGUDA			
18.TARAGAON			
19.THALBEDA			
			20.UMURAHANDI

		JATABAL	1.AMBLIPADAR
			2.BIRIGUDA
			3.BORDI
			4.DAMAPALLA
			5.DANGRA
			6.DUMADEI
			7.JATABAL
			8.KENDUGUDA
			9.KHUTIGUDA
			10.MAJHIGUDA
			11.MUNDAGUDA
			12.PANJHARIAGUDA
			13.PATRI
		NUAKOTE	1.BATAKARI
			2.BHEJA
			3.CHEPTIAMBA
			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.BAGHDORI
			3.CHURCHUNDA
			4.KARCHAMAL
			5.KUSUMPALI
			6.MODEIGAON
			7.MODINAIGUDA
			8.PARAJAGUDA
			9.RAJODA
		NABARANGPUR	1.BADAMUDA
			2.BANGAPALI
			3.BHIMAGUDA
			4.BIKRAMPUR
			5.DANAGUDA
			6.DHARNABEDA
			7.MAJHIGUDA[B]
			8.SANYASIGUDA
			9.TIRLIAMGUDA

	PAPADAHANDI	PAPADAHANDI	1.BHURSAGUDA
			2.DALAIGUDA
			3.DENGAGUDA
			4.DHANSULI
			5.KALIAGUDA
			6.LAIBANPADAR
			7.MIRIGUDA
			8.NILADRIGUDA
			9.PALSAGUDA
			10.PHANDIKOTE
			11.RAJAMATU
		BANDHAGUDA	BANDHAGUDA
			DENGPADAR
			KANTAGAM
			AMLABHATA
			BARIGUDA
			USHIGAM
			MAHULI
			HIRLLY
			GUNDIGUDA
		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. BAKTIGUDA
			14.RAVANAGUDA
			15.SIRISI
	RAIGHAR	JODENGA	1. BORGAM
			2.BHIMABHATA
			3.BIRPUR
			4.DEOBHARANDI
			5.HIRY/ HIRI
			6.JALANGPARA/JALANGPORA
			7.JODENGA
			8.KASKANGA
			9.KERADIHI
			10.MARIPARA
			11.ORMAKOTE
			12.POWERBEL
			13.SOBHAPARA

			14.TURUDIHI
		RAIGHAR-I	1.CHALANPARA
			2.DANGRIPARA
			3.DUGLIPARA
			4.JUNANI
			5.KARBELA
			6.KASRABHATA
			7.MAHANDA
			8.RAIGHAR
			9.SARGULI
			10.TARIM
		RAIGHAR-II	1.CHHATABEDA
			2.CHINGABHATTA
			3.GUCHAGUDA
			4.MARANGPALI
			5.PATACHUAN
			6.RENGABHATI
			7.SIRISIDIHI
			8.SANPUR
	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.HUNDARAGUDA
			5.JAMUGUDA
			6.JIRAGUDA
			7.KANKI
			8.MAJHIGUDA
			9.MALBEDA
			10.MUNDIGUDA
			11.Nagaradanger
			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

**LOTWISE PAYABLE PROVISIONAL SECURITY DEPOSIT (S.D.) FOR ADVANCE SALE  
PHAL KENDULEAF LOTS OF 2021 CROP (DEREGULATED AREA)**

<b>Name of the Division</b>	<b>Name of the Section</b>	<b>Lot No.</b>	<b>Provisional S.D. Payable (in Rs)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>NABARANGPUR</b>	DHODRA	1	2500000
	BEHEDA	3	1500000
	KARMARI	4	500000
	RAIGHAR-I	6	1000000
	RAIGHAR-II	7	500000
	JODENGA	9	1500000
	MOHARA	12	1500000
	DHANDAMUNDA	14	1500000
	DABUGAON	15	1000000
	JATABAHAL	17	1500000
	MEDENA	18	500000
	PAPADHANDI	19	500000
	BANDHAGUDA	20	1500000
	KODINGA	22	1500000
	NABARANGPUR	23	1500000
BIKRAMPUR(A)	25	1000000	



**PURCHASER'S AGREEMENT**

(Condition 10 tender call notice)

**(for deregulated Area)**

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 of Kendu leaves in the entire Nabarangpur (KL) Division and Malkangiri district of Jeypore (KL) Division has been deregulated by the State Government vide notification no- 9781/KL-7/13 dt 8.5.2013 and 70/KL-7/2013 dt 1.1.2014 of F & E Dept, Odisha respectively.

Whereas the Government has allowed OFDC Ltd. for disposal of kenduleave as would be collected in such areas by the kenduleaf wing of Forest Department, and the Corporation had invited online offers for advance sale of said kenduleave during **2021** collection season vide its notice No.**21040 dt.23.12.2020** and has accepted the rate offered by the purchaser for purchasing the kendu leaf of lot No- (in wards) , KL Section name - and which has been more fully described in the enclosure of annexure-II and schedule of the said sale notice on terms and conditions hereinafter mentioned and has agreed to appoint him as purchaser of the said lot for the period ending **28/02/2022**.

**Now therefore this agreement witnesses as follows:**

**1.PERIOD OF PURCHASER'S AGREEMENT**

This agreement will remain in force from the date of sale of the lot as well as its execution up to **28/02/2022** 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 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 expressions contained in Annexure-I, 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]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 all the green kenduleaves as would be made available to the KL Section at all collection centers given in schedule and any other additional centers 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. The purchaser is however 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 bidi, if they are less by one leaf only.**

(b) The purchaser will take possession of kerries only on the collection centres mentioned in 4.1(a) above. The leaves found on unauthorized phadies/place 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 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-K.L on or before **01/04/2021**. 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) The kerries as delivered to the purchaser(s) by the department, need be bagged after drying. Each bag will be marked with Phadi serial number/ bag serial number in it by the Purchaser, basing on which transport permits will be issued by the department to transfer the stock to central godown.

VI) If the Purchaser fails to take delivery of the kenduleaves within next day of the date of collection, it will be considered as violation of the purchaser's agreement and in addition to any action for such violation, the concerned Divisional Forest Officer-KL in his discretion may also 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 @ Rs.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 supervision charge as in VI[c] in addition to 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.

VII) 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 bidi. 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 centre within two days which will be final and binding on the purchaser.

VIII) The purchaser is bound to take delivery of offered quantity of kenduleaves by the KL Section in-charge at Phadies or else all the deposits along with delivered kenduleaves will be forfeited.

IX) 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.

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

XI) If the concerned Divisional Forest Officer-K.L at 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 within **15.6.2021**, failing which it will be considered as violation of purchaser's agreement and action will be taken as per clause 9(ii) of tender notice.

If the 25% S.D. payable on actual collected quantity of leaves in a lot, is less than the provisional S.D. already paid, then the surplus amount would either be refunded as such to the purchaser or adjusted against 1<sup>st</sup> 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 (Phadis) under transit permit issued as per the provision, after 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 taxes 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 instalments, 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. OFDC will acknowledge the stocks in the central godowns and maintain a register to this effect.

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 **28/02/2022**. In case Govt/OFC godowns are not available, the purchaser can store the leaves in his own/rented godown under double lock of purchaser and Corporation. Without availing the Govt godowns, if the purchaser wants to store the leaves in private/own godown, then in addition to payment of go-down rent to the owner of go-down, he has to pay compensation @Rs10 per actual bag to OFDC up to **28.2.2022** or @Rs.2/- per actual bag if the full sale value will be paid by **30.06.2021**. The payment of rent/compensation will have to be made by **31/05/2021** to concerned division of OFDC.

**NB-** The purchaser has to submit an **Indemnity Bond** to clear the rent of the private godowns.

(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 instalments 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 <sup>st</sup>	15/07/2021
2 <sup>nd</sup>	16/08/2021
3 <sup>rd</sup>	15/09/2021

**6.2.** The purchaser will be entitled to remove up to 1/3rd quantity of Kendu leaves from the godown on payment of one instalment. If the purchaser fails to pay any instalment of the amount due by the due date as above, the sale will be liable for cancellation. OFDC may allow for deposit of the amount beyond due date, on realization of interest at the rate of **0.05%** per

day for the delayed days of payment. If the due date of any instalment 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 K.L bags of all the quantity of Kenduleaves in a lot stored in the C.G of Forest Dept./ OFDC after making payment of all the due amount, for proper control of the Corporation, he shall deposit godown rent and 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 K.L stock in a lot and if the stocks on final delivery, 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(s).

**6.4.** The leaves shall be kept under the custody, watch and ward 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 accordingly in the insurance policy to the satisfaction of the concerned Divisional Manager-CKL. These are specific provisions of the facility of go-downing. The detail particular of godowning of leaves is to be intimated to the Insurance company each month from **April-2021** 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 liable 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 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 favor of Managing Director, OFDC Ltd., Bhubaneswar before the payment of 1st instalment 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 **30/04/2022** 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 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 invoked and till the payment is received, interest thereon at the rate of 0.05% per day will also be recovered from such invoked 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 invocation 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-invocation 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 may be blacklisted for a period up to 5 years and action will be taken according to sale conditions.

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 instalment shall not be deemed to have been paid unless all taxes due thereon are also fully paid.

II]The Purchaser shall pay all the admissible taxes/ cess/ duties etc. at the time of billing as per rule and as amended from time to time, through Account payee bank/demand draft /RTGS or NEFT in favor of OFDC Ltd.

III] The purchaser unless exempted by the Income Tax Authorities in the prescribed Format, 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-K.L or any officer authorized by him, shall after giving delivery of Kenduleaves, issue delivery certificate in the form as would be prescribed by the K.L 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 Rs (Rupees ) 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(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 provisional security deposit or 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 instalment if the delivery is given from the godown and towards the full payment, if the leaves are released from the phadi after confirmation of the fact that the 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 Divisional Manager(C-KL).

(v) After adjustment of the security deposit as per sub condition (iv) above, the balance security deposit if any will be refunded to the purchaser by Head office on 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**

**I)** If the purchaser fails to pay the instalment sale values 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 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/e-mail. 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 provisional as well as final security deposit in full.

(b) Forfeit the undelivered stocks of kenduleaves in storage in favor of the Corporation for which payment has been made.

(c) Cancel the customer registration with OFDC along with forfeiture of registration fees.

(d) (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 favor of the Corporation under condition 13(III)(b) and recover the loss. The same 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 favor of the Corporation. Provided if the lot is not resold in the first sale 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 sale, 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 sale (+) expenditure on storage, supervision etc up to disposal (-) receipts including taxes from subsequent sale.**

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.

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

f) 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 13(IV)(a) and wants the facility to deposit the balance purchase price in instalments, the Director(C)/ Managing Director of OFDC Ltd. may, at his discretion grant the facility to the purchaser to pay in instalments 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 instalment 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 instalment and period of delivery. The purchaser will have to deposit Rs5000/-per lot, minimum one instalment along with due taxes/ cess and interest on the instalment 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 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 places 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 places 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 by the concerned Divisional Manager to Competent authority after full payment of due amount. 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 bidi or otherwise dispose off such kendu leaves 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 where of 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	Managing Director/
	Name	Director (Commercial
	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

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 /MS. ....

(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- dt 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.

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 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.

Date the day of ----- month of -----21

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)

**NOTICE AND TERMS & CONDITIONS FOR INVITING E-TENDER FOR  
ADVANCE SALE OF PHAL KENDULEAF OF 2021 CROP  
IN REGULATED AREAS AS PER NOTIFICATION NUMBER- 21040 Dt. 23.12.2020.**

The Managing Director, Odisha Forest Development Corporation Ltd. (OFDC) on behalf of Government of Odisha, invites offers online from the intending purchasers having been registered / renewed for the purpose with OFDC for the financial year 2020-21, for advance sale of phal kenduleaf (KL) of 2021 crop, as per abstract of lots given below:

Name of OFDC Division	Name of Forest KL Division	Number of lots put to sale
Jeypore (C-KL)	Jeypore	04
Bhawanipatna (C-KL)	Khariar	02
	Total	06

### **Introduction**

As per prevailing procedure, the Kendu Leaf organization of Forest Department will collect and pay the collection charges of Kendu leave at the rate fixed by the Government to the primary collectors, at different collection centres (Phadies) over regulated areas of Jeypore (KL) and Khariar (KL) division. The green leaves in phal areas as would be thus collected, will be handed over by the KL organization of Forest Department to the approved purchasers at the collection centers only. The subsequent treatments, transport and storage etc. of delivered Kenduleave will be done by the purchasers at their own expenses.

### **1. Registration**

For fresh registration, a purchaser has to apply online in our website ([www.odishafdc.com](http://www.odishafdc.com)) along with certificate of provisional registration in Form GST REG-25 / final registration in Form GST REG-06, Particulars of address, e-mail ID, PAN card and mobile number etc. A customer interface (customer Login) is available in the home page of the website for the purpose. During registration, attested copies of GST registration certificate should be furnished by each applicant. An amount of **Rs.20,000.00 (Rupees twenty thousand)** only is to be deposited either online through OFDC portal or in shape of account payee bank draft drawn either in favor of Divisional Manager-CKL, Sambalpur payable at Sambalpur or in favor of OFDC Ltd payable at Bhubaneswar, towards registration fee. The registration fee is refundable “as such” at the request of the purchaser and from that date, the registration shall 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 or agreement. Such registration will remain valid for one financial year and is to be renewed every year on payment of **Rs.1000.00 (Rupees One thousand)** only towards renewal fee, which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the e-tender sale.

### **2. Definitions and introductions to Tenderers**

i) The definition of different words and expressions which have been used in this notice including its Annexures and Schedule, shall unless the context otherwise requires, be as are given in **Annexure-I**. The terms and conditions of sale and instructions for tenderer 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, V** 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 tenderers are advised to go through this sale notice including Annexure-I to V in detail prior to participation in the sale. The act of submitting the offer in e-tender, shall be deemed to be the unconditional acceptance of all the terms and conditions contained therein.

iii) Offers are to be quoted for purchase of the green kendu leave in form of lots 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) in whole rupee, excluding admissible taxes etc. The details of lots along with phadi list is shown at **Annexure-II** and **Annexure-III**.

### **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. Cost of Participation Fees for e-tender sale**

The tenderer shall have to pay Rs.500/-[Rupees five hundred only] which is non-refundable, along with GST @5%, either through online through OFDC portal or through NEFT to our bank account number- **0553002100007489 IFSC- PUNB0055300 (Punjab National Bank, Station Square Branch, Bhubaneswar)** towards participation fees in the e-tender sale. On payment of participation fee, the tenderer can submit bid for all the lots (both regulated and deregulated lots). The participation fee including GST as above, being non-refundable, is to be deposited through separate instrument without linking with Earnest Money Deposit.

### **5. Earnest Money Deposit (EMD)**

EMD @ Rs.50/- (Rupees fifty only) per Standard Bag (S.B) against the notified quantity of the lot is to be paid, either online through OFDC portal or through RTGS/NEFT to any of our Bank account as given in **Clause-11 below**. For example, if the notified quantity for a lot is 500 SB, then the EMD would be Rs 50× 500= Rs 25000/-. In case of successful tenderer/purchaser, Earnest Money Deposit shall in the first instance be adjusted towards Security Deposit. The Earnest Money Deposit of unsuccessful tenderers shall be returned after finalization of sale.

### **6. Documents to be uploaded/ provided during online offer**

Reference number and date of transfer of amount towards Participation Fees and EMD with particulars of Banks are to be uploaded online in the tender portal by **17.00 hours of 12.01.2021** to consider their offers.

### **7. Receipt of offers in the e-Tender portal and instruction to the Tenderers**

The offers during e-tender will be received as per following schedule:

Start date of receipt of offers in the e-tender portal of OFDC Ltd. (www.odishafdc.com)	From 10.00 hours of dt <b>11.01.2021</b>
Last date and time for receipt of offers in the portal (www.odishafdc.com)	Up to 17.00 hours of dt. <b>12.01.2021</b>

It is to be noted that for all purpose the server time displayed in the customer interface shall be the schedule of time of the e-tender sale. The bidder can submit multiple offers at multiple time during the period of e-tender. The latest offer submitted will be taken into account for evaluation. The offers will be considered valid, where the cost of participation fees and EMD are received within scheduled date and time. For tie offers against lot(s) if any, OFDC will have the right either to reject / accept the offers in favor of the tenderer who has first offered the offer in the portal as per timing in the data base. Tenderers are advised to examine carefully all instructions, annexures, terms and conditions, Lot list etc. including notification/addendum/ corrigendum / amendments etc in the portal of e-tender and website from time to time.

**NB- There shall be no negotiation for sale of any lot at any point of time.**

## **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 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 e-tender does not take away the right of the Corporation in any manner to cause sale of the lot(s) put to tender. 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.

iii) Purchasers can view the status and result online after logging in to the site [www.odishafdc.com](http://www.odishafdc.com) and ratification order will be communicated to the successful purchasers through e-mail/post. The date of issue of ratification will be considered as date of sale.

## **9. Security Deposit (SD)**

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

(ii) If the actual collected quantity exceeds the notified quantity by more than 15%, then the purchaser shall have to pay additional Security deposit towards 25% SD, calculated on the basis of actual collected quantity within **15.6.2021**, failing which it will be considered as violation of Purchaser's agreement and in that case, the sale as well as agreement will be cancelled and security deposit will be forfeited. The stock will be resold at the risk of the purchaser(s).

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.

## **10. Execution of Purchaser's Agreement**

i) The lot wise acceptance of the offer of the successful tenderers will be ordinarily published in our website and also intimated to them through e-mail/letters which will come into force

from the date of issue of ratification orders and the successful tenderer will thereafter be treated as the purchaser of the lot(s).

ii) The 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 separately within 15 days of acceptance of his offer by the OFDC, on payment of Security amount as at 9 (i) above, failing which it will be considered as violation of Purchaser's agreement and in that case, the sale as well as agreement will be cancelled and security deposit will be forfeited.

**NB-** The 15<sup>th</sup> day shall be counted from the date of issue of the acceptance order by the OFDC and if the 15th day falls on a public holiday, the next working day will be considered as the due date of payment and execution of agreement.

iii) In the event of non-execution of agreement by the purchaser, the sale of the lot(s) and registration made 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. of OFDC Ltd for a period which may extend up to 3 (three) years. Further the said lot will be resold at the risk of the purchaser, and the amount of loss on such resale by the OFDC, shall be recovered from the purchaser.

iv) The contract period of agreement will be valid up to **28.02.2022**.

### 11. Payment of amount due

The purchaser shall make payment of the purchase price due on actual quantity of production of any lot or minimum 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	15/07/2021
IIInd	16/08/2021
IIIrd	15/09/2021

All payments like Security Deposit (SD), Sale value 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 favor of Odisha Forest Development Corporation Ltd. Payment through R.T.G.S/N.E.F.T can also be made through following accounts 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.

<b>Item</b>	<b>Mode</b>	<b>Name of the Bank</b>	<b>A/C No. &amp; IFSC Code</b>
Payment of Security Deposit, Sale value and taxes etc.	(RTGS /NEFT)	Punjab National Bank	0553001800000024 IFSC PUNB-0055300
		Indian Overseas Bank	015902000001963 IFSC 10BA0000159
		Syndicate Bank	80013070003318 IFSC SYNB-0008001



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

## **12. 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 11 above and **Annexure –IV**.

(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 with taxes and duties as applicable.

(iii) Either during the storage period or at the time of removal of leaves from the godown, opening of bags for the selection of leaf from the lot will not be permitted in any manner and the removal of bags/leaves will be permitted to be lifted 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, 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 of OFDC Ltd, 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 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**.

## **13. 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.

**14.** 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.

## **15. 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.**

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).

**16.** 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.

**17.** 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**

**DEFINITIONS OF DIFFERENT WORDS AND EXPRESSIONS USED IN THE  
NOTICE, TERMS & CONDITIONS AND ANNEXURES IN CONNECTION OF e-  
TENDE NOTICE NUMBER 21040 Dt. 23.12.2020  
(Reference clause no-2 of Notice)**

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, Kharavela Nagar, 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 annexure 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 their officer by Registered/Speed Post at least 15 days prior to the last date of submission of the Tender.

(16) “COLLECTION SEASON” means, period of the Calendar year **2021** commencing from the date of collection of leaves till final collection.

(17) “LOT” means the Kenduleaves to be collected by the K.L. Organization 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.

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

(20) “TAX PAYABLE” means GST, Income tax and other levies, duties etc as applicable from time to time on the purchase price of the Kendu Leaf stocks.

(21) “TENDERED/OFFER RATE” means the rate per standard bag excluding all taxes, duties, levies & fees etc. offered by the tenderer separately for each 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 **2020-21** who offers tender 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 kendu leaves including two cover leaves.

(25) “STANDARD BAG” means 50,000 kenduleaves, consisting of 1250 Kerries comprising of 40 kenduleaves including two cover leaves in each kerry.

(26) “DEREGULATED 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.

Sd/-

**Managing Director**

**Lotlist Report Of Adv Phal (Regulated)**

LOT NO.	FOREST RANGE	SECTION	UNIT NO.	QUALITY	QNTY (in STANDARD BAG)
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**1. JEYPORE ---> OFDC DIVISION JEYPORE ---> FOREST DIVISION**

**CROP YEAR ---> 2021**

1. PHAL2021/61	B.cuttack	B.cuttack	108A	Phal	600
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2. PHAL2021/62	B.cuttack	Therubali	108A	Phal	400
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3. PHAL2021/63	B.cuttack	Majhiguda	108A	Phal	950
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4. PHAL2021/64	B.cuttack	Sikhapali	108A	Phal	1100
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**2. BHAWANIPATNA ---> OFDC DIVISION KHARIAR ---> FOREST DIVISION**

**CROP YEAR ---> 2021**

1. PHAL2021/65	Tarbood	Ranjana	62B	Phal	2200
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2. PHAL2021/67	Khariar road	Chanabeda	62A	Phal	1000
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**ABSTRACT REPORT**

OFDC DIVISION	FOREST DIVISION	LOTS PUT TO SALE	QUANTITY (in STANDARD BAG)
1. JEYPORE	1. JEYPORE	4	3,050.00
	TOTAL :	4	3,050.00
2. BHAWANIPATNA	2. KHARIAR	2	3,200.00
	TOTAL :	2	3,200.00
	GRAND TOTAL :	6	6,250.00

**ANNEXURE-III****LIST OF COLLECTION CENTRES (PHADI) FOR ADVANCE SALE OF PHAL K.L. OF 2021 CROP YEAR  
[REGULATED]**

FOREST KL DIVISION	K.L. RANGE	SECTION	SL. NO.	PHADIES
JEYPORE	BISAMCUTTACK	BISAMACUTTACK	1	BANDHAGUDA
			2	CHANCHARAGUDA
			3	KALIPONGA
			4	BHATGUDA
			5	BADALIMA
			6	GHAGUDIPADAR
			7	THUAPADI
			8	VEJIPADAR
			9	BONDEIGUDA
			1	BRUNDEIGUDA
			2	GOUDAGUDA
			3	GUNAKHAL
			4	LAKTIGUDA
			5	ARBI
6	AMALAVATA			
		MAJHIGUDA	1	ALLONDA
			2	NIMJHOLA
			3	R.N.PUR
			4	RAKHELGUDA
			5	LAXMIPUR
			6	PALAMA
			7	MONDIPADAR
			8	BAMANGUDA
			9	ALGINIGUDA
			10	TOYAPUT
			11	J.N.PUR
			12	RAILGUDA
			13	KHAJURIGUDA
			14	PARADIGUDA
		SIKARPAI	1	BOLDIA
			2	BIRIDA
			3	GUDTULI
			4	DHEPAGUDA
			5	DEOLBADI
			6	KUSUMSILA
			7	K.P. GUDA
			8	DULDULIGUDA
			9	BINISHPUR
			10	TODRA
			11	DHAMANPONGA
			12	KAMTHANA
			13	GUNDURIGUDA
			14	BAMANGUDA
			15	CHATAPADAR

**LIST OF COLLECTION CENTRES (PHADI) FOR ADVANCE SALE OF PHAL K.L. OF 2021 CROP YEAR  
[REGULATED]**

<b>FOREST KL DIVISION</b>	<b>K.L. RANGE</b>	<b>SECTION</b>	<b>SL. NO.</b>	<b>PHADIES</b>
<b>KHARIAR</b>	<b>TARBOD</b>	<b>RAJANA</b>	1	RAJANA
			2	MALPADA
			3	DHANRAVATA
			4	BELGAON
			5	JHALKUSHUM
			6	NAGPADA
			7	BODACHHAPAR
			8	BAHABAL
			9	SIRLY
			10	BELENJORE
			11	JHARNAMAL
			12	KHALIAMUNDA
			13	CHHUIPANI
			14	UPKAPANI
	<b>KHARIAR ROAD</b>	<b>CHANABEDA</b>	1	CHALMUNDA
			2	KALYANPUR
			3	KODOMERI
			4	MUDHELA
			5	D. NUAPADA
			6	JANGULA
			7	JAMLI
			8	THELKOBEDA
			9	KERMELI
			10	BAGARPANI
			11	SALIHA
			12	PATPARPALI
			13	GODFULLA
			14	JHALBAHAL
			17	GADTORE
			18	DIANMUNDA
			19	MAHULBHATA
			20	LUKUPALI

**PURCHASER'S AGREEMENT**

(Condition 10 tender call notice)

**(for regulated areas)**

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 of Kendu leaves in the entire Khariar (KL) Division and part of Jeypore (KL) Division (excluding Malkangiri district) is regulated by the provisions of the Odisha Kenduleaf (Control of Trade) Act 1961 and Odisha Kenduleaf (Control of Trade) Rule 1962 made thereunder and the statutory modification made so far, as they are applicable to such trade.

Whereas the Government has allowed OFDC Ltd. for disposal of kenduleaves collected in such areas by the kenduleaf wing of Forest Department, and the Corporation had invited online offers for advance sale of said kenduleave during **2021** collection season vide its notice **No.21040 Dt. 23.12.2020** and has accepted the rate offered by the purchaser for purchasing the kendu leaf of lot No- (in words) , KL Section name - and which has been more fully described in the enclosure of annexure-II and schedule of the said sale notice on terms and conditions hereinafter mentioned and has agreed to appoint him as purchaser of the said lot for the period ending **28.02.2022**.

Now therefore this agreement witnesses as follows:

**1.PERIOD OF PURCHASER'S AGREEMENT**

This agreement will remain in force from the date of sale of the lot as well as its execution up to **28/02/2022** 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 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 expressions contained in Annexure-I, 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 ] 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 the green kenduleaves collected by KL Section at all collection centres given in schedule and 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 III 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. The purchaser is however 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 bidi, if they are less by one leaf only.**

(b) The purchaser will take possession of kerries only on the collection centres mentioned in 4.1(a) above. The leaves found on unauthorized phadies/place 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 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-K.L on or before **01/04/2021**. 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 centres.

V) The kerries as delivered to the purchaser(s) by the department, need be bagged after drying. Each bag will be marked with Phadi serial number/ bag serial number in it by the Purchaser, basing on which transport permits will be issued by the department to transfer the stock to central godown.

VI) If the Purchaser fails to take delivery of the kenduleaves within next day of the date of collection, it will be considered as violation of the purchaser's agreement and in addition to any action for such violation, the concerned Divisional Forest Officer-KL in his discretion may also 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 @ Rs.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 supervision charge as in VI[c] in addition to 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.

VII) 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 bidi. 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 centre within two days which will be final and binding on the purchaser.

VIII) The purchaser is bound to take delivery of offered quantity of kenduleaves by the KL Section in-charge at Phadies or else all the deposits along with delivered kenduleaves will be forfeited.

IX) 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.

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

XI) If the concerned Divisional Forest Officer-K.L at 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 actual collected quantity exceeds the notified quantity by more than 15%, then the purchaser shall have to pay additional Security deposit towards 25% SD, calculated on the basis of actual collected quantity within **15.6.2021**, failing which it will be considered as violation of Purchaser's agreement and in that case, the sale as well as agreement will be cancelled and security deposit will be forfeited. The stock will be resold at the risk of the purchaser(s).

## 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 (Phadis) under transit permit issued as per the provision of the act and rules after making payment in the office of the concerned Divisional Manager-CKL, OFDC Ltd. The purchase price is to be paid on the basis of the notified quantity or actual quantity whichever is higher along with taxes 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 instalments, 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. OFDC will acknowledge the stocks in the central godowns and maintain a register to this effect.

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 **28/02/2022**. In case Govt/OFC godowns are not available, the purchaser can store the leaves in his own/rented godown under double lock of purchaser and Corporation. Without availing the Govt godowns, if the purchaser wants to store the leaves in private/own godown, then in addition to payment of go-down rent to the owner of go-down, he has to pay compensation @ Rs10 per actual bag to OFDC up to **28.2.2022** or @ Rs.2/- per actual bag if the full sale value will be paid by **30.06.2021**. The payment of rent/compensation will have to be made by **31/05/2021** to concerned division of OFDC.

**NB-** The purchaser has to submit an Indemnity Bond to clear the rent of the private godowns.

(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 instalments by Account payee bank draft/demand draft of a scheduled/ nationalized bank drawn in favor of OFDC Ltd payable at Bhubaneswar.

<b>Instalment</b>	<b>Due date of Payment of Instalment</b>
1st	15/07/2021
2nd	16/08/2021
3rd	15/09/2021

**6.2.** The purchaser will be entitled to remove up to 1/3rd quantity of Kendu leaves from the godown on payment of one instalment. If the purchaser fails to pay any instalment of the amount due by the due date as above, the sale will be liable for cancellation. OFDC may allow for deposit of the amount beyond due date, on realization of interest at the rate of **0.05%** per day for the delayed days of payment. If the due date of any instalment 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 K.L 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 rent and 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 @ Rs.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 K.L stock in a lot and if the stocks on final delivery, 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(s).

**6.4.** The leaves shall be kept under the custody, watch and ward 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 accordingly in the insurance policy to the satisfaction of the concerned Divisional Manager-CKL. These are specific provisions of the facility of go-downing. The detail particular of godowning of leaves is to be intimated to the Insurance company each month from **April-2021** 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 liable 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 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 favor of Managing Director, OFDC Ltd., Bhubaneswar before the payment of 1st instalment 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 **30/04/2022** and it should be confirmed by the bank. The guarantee shall be in favor 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 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 nonpayment of any instalment on due date, the bank guarantee shall be invoked and till the payment is received, interest thereon at the rate of 0.05% per day will also be recovered from such invoked 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 invocation 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-invocation 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 may be blacklisted for a period up to 5 years and action will be taken according to sale conditions.

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 instalment shall not be deemed to have been paid unless all taxes due thereon are also fully paid.

II]The Purchaser shall pay all the admissible taxes/ cess/ duties etc. at the time of billing as per rule and as amended from time to time, through Account payee bank/demand draft in favor of OFDC Ltd.

III] The purchaser unless exempted by the Income Tax Authorities in the prescribed Format, 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-K.L or any officer authorized by him, shall after giving delivery of Kenduleaves, issue delivery certificate in the form as would be prescribed by the K.L 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 Rs. (Rupees ) by way of security in accordance with the provisions of sale notice.

(ii) The 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 provisional security deposit or 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 instalment if the delivery is given from the godown and towards the full payment, if the leaves are released from the phadi after confirmation of the fact that the 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 Divisional Manager(C-KL).

(v) After adjustment of the security deposit as per sub condition (iv) above, the balance security deposit if any will be refunded to the purchaser by Head office on 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**

I) If the purchaser fails to pay the instalment sale values 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 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/e-mail. 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 provisional as well as final security deposit in full.

(b) Forfeit the undelivered stocks of kenduleaves in storage in favor of the Corporation for which payment has been made.

(c) Cancel the customer registration with OFDC along with forfeiture of registration fees.

(d) (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 favor of the Corporation under condition 13(III)(b) and recover the loss. The same 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 favor of the Corporation. Provided if the lot is not resold in the first sale 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 sale, 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 sale (+) expenditure on storage, supervision etc up to disposal (-) receipts including taxes from subsequent sale.

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.

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

f) 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 instalments, the Director(C)/ Managing Director of OFDC Ltd. may, at his discretion grant the facility to the purchaser to pay in instalments 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 instalment 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 instalment and period of delivery. The purchaser will have to deposit Rs5000/-per lot, minimum one instalment along with due taxes/ cess and interest on the instalment 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 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 centres, go downs and other places 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 centres, godowns and other places 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 by the concerned Divisional Manager to Competent authority after full payment of due amount. 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**

(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 bidi or otherwise dispose off such kendu leaves 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 favor 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 Managing Director/ Director (Commercial)

Name

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

Signature of the Purchaser

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 /MS. . . . . (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- dt 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.

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 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.

Date the day of 2021

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)