

# Odisha Forest Development Corporation Limited



(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR19625GC000446

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

Telephone:-0674-2534086, 2534869 Fax: 0674-2535934

[website: [www.odishafdc.com](http://www.odishafdc.com) E-mail ID: [general@odishafdc.com](mailto:general@odishafdc.com)]

## NOTIFICATION NO-24239 Dt.2.12.2015

### TENDER NOTICE FOR ADVANCE SALE OF PHAL KENDU(TENDU) LEAVES OF 2016 CROP.

Sealed offers in prescribed form accompanied with specified Earnest Money Deposit are invited from the interested buyers to purchase green Phal Kendu leaves of 2016 crop to be available at different collection centers ( phadies) of deregulated areas of Jeypore (C-KL) Division ( Malkangiri District) and Nabarangpur (C-KL) Division (Nabarangpur District). The Green Phal kendu leaves as would be sold by the primary collectors to the Forest Department at various collection centers ( phadies) are put to this tender sale

The tender sale will be held at Bhubaneswar and offers will be received up to 12.00 noon on dt 16.12.2015 either by Regd.post/ Speed post /deposition in tender box kept inside the tender hall and will be opened there after in presence of all concerned. Advance sale of Phal Kendu leaf of 2016 crop in regulated areas of Khariar (KL) Division and part of Jeypore (KL) Division along with lots remaining unsold in the tender sale of 16.12.2015, will be held on 30.12.2015 at Bhubaneswar.

The subsequent treatment, transport arrangements to godown and storage etc. of the purchased green phal Kendu leaves both in deregulated and regulated areas will be done by the purchasers at their own risk and expenses.The detailed terms and conditions and venue of tender sales can be seen in our above website from 8.12.2015 for the deregulated areas and from 22.12.2015 in respect of regulated areas respectively.

The tender forms will be available at Corporate office, OFDC Ltd, Bhubaneswar, office of the Divisional Manager(CKL) Sambalpur , Bhawanipatna, Jeypore and Nawrangpur (CKL) Division on payment of Rs.500/- (Rupees Five hundred) only ( Non refundable) and VAT @ 5% during office hours on any working day before seven days of scheduled tender sale. .

Further details can also be obtained in the above address.

For Odisha Forest Development Corp.Limited

Sd/

MANAGING DIRECTOR

Memo No- 24240/9FC/KL/46/2015 dt 2.12.2015

Copy forwarded to the Principal Secretary to Govt. Forest & Environment Dept., Bhubaneswar / Principal Chief Conservator of Forests, Odisha, Bhubaneswar / Principal Chief Conservator of Forests KL Odisha, Bhubaneswar for favour of information and necessary action.

Sd/

MANAGING DIRECTOR

Memo No- 24241/9FC/KL/ 46/2015 dt 2.12.2015

Copy forwarded to

- (1) Chief Conservators of Forests, Bolangir(KL)Circles/ Divisional Forest Officers(KL) Jeypore/ Nabarangpur & Khariar Divisions for information .
- (2) General Manager, Bolangir (Com) Zone
- (3) D.Ms(CKL)OFDC Ltd Jeypore/ Nabarangpur/ Bhawanipatna & Sambalpur Division for information and wide publicity

Sd/

MANAGER(COMMERCIAL)

Memo No- 24242/9FC/KL/46/2015 dt 2.12.2015

Copy forwarded to all Registered and renewed ( for 2015-16) KL Purchasers for information and necessary action.

Sd/

MANAGER(COMMERCIAL)

# 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

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NOTICE NO. 25861 DATED: 22/12/15

In continuation to notice No.24239 dt.02.12.15, this is for information of all concerned that the tender for advance sale of green kenduleaf of 2016 crop in both regulated and deregulated areas (unsold lots of last tender sale held on 16.12.15) will be held at **Hotel Keshari, Station Square, Bhubaneswar** on 30.12.2015. Offers will be received up to 12 noon only.

Tender forms will be available in the (C-KL) divisions and Corporate office as notified earlier from 23.12.15. Separate forms are to be purchased for regulated and deregulated lots and accordingly offers should also be submitted in separate sealed cover.

For Odisha Forest Dev. Corpn Ltd

  
DIRECTOR (COMMERCIAL)

⑤ Memo No: 25862 /dt: 22/12/15

Copy to Divisional Manager, OFDC Ltd Jeypore/  
Nabrangpur/ Bhawanipatna(C-KL) division for information and necessary action.

Copy to Cash Section, Corporate office for information and necessary action.

Copy to General Manager, OFDC Ltd Bolangir(C) Zone for favour of information.

  
MANAGER (COMMERCIAL)

**DISHA FOREST DEVELOPMENT CORPORATION LIMITED**

**A/84-Kharvela Nagar, Bhubaneswar-751001**

**Website-[www.odishafdc.com](http://www.odishafdc.com) PHONE- 0674-2534086 [PABX]**

**FAX-0674-2535934/ 2391055 2534869-[MANAGER-C]**

**E-mail- [general@odishafdc.com](mailto:general@odishafdc.com)**

**NOTICE FOR ADVANCE SALE OF PHAL KENDU [TENDU] LEAVES OF 2016 CROP IN  
DEREGULATED AREAS OF NOWARANGPUR FOREST KL DIVISION ON DT 30.12.2015**

**Introduction**

As per prevailing procedure, the Kendu Leaf Organization of Forest Department will collect and pay the collection charges of Kendu leaves at the rate fixed by the Government to the primary collectors, 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 purchasers at the collection centers only. The subsequent treatments, transport and storage etc. of delivered Kendu leaves will be done by the purchasers at their own expenses.

Odisha Forest Development Corporation Ltd.(OFDC) on behalf of the Govt of Odisha, invites offers through sealed tenders/competitive bidding from persons, Registered Firms, Societies, Companies etc, registered and renewed with the OFDC for the year 2015-16, for advance purchase of Phal kendu leaf lots of 2016 crop in Nowarangpur KL Division. Persons, Registered firms, Societies, companies etc. not registered with OFDC, may participate in the sale subject to submission of the Xerox attested copy of latest VAT Clearance Certificate and furnishing the Income Tax PAN Number along with the Tender documents, pending other formalities of registration at [C-KL] Division Sambalpur/Corporate Office, within seven days of conclusion of sale or else the Earnest Money Deposit(EMD)will be forfeited.

**2. Definitions and terms and conditions of Sale and instructions for tenderers/bidders**

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 the Terms and Conditions of the tender/sale and instructions for the Tenderers/bidders contained in Annexure-I. These "Terms and conditions of sale and instructions for tenderers" shall form part and parcel of this sale notice, and shall be construed as included in this notice for all purposes.

**3. Lot list and contract period**

Tenders/Bids are invited for purchase of the green Kendu leaves 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) as would be made available to the K.L. Organization of Forest Department as shown in the enclose of Annexure-II and schedules appended to this notice. The contract period will be valid up to 28/02/2017.

**4.Tender Forms etc.**

i) The tenderer/Bidder shall submit his tender/bid in the prescribed form enclosed with Annexure-II only along with tenderer's agreement duly filed in form given in Annexure-III. The tender form along with tenderer's agreement can be obtained from the Corporate office of OFDC Ltd at A/84-Kharvelanagar, Bhubaneswar or from the office of the Divisional Manager-CKL, Sambalpur/Nabarangpur /Jeypore[c-KL] of OFDC Ltd. during the working hours on any working day before seven days of sale date, on payment of Rs.500/-[Rupees five hundred only] which is nonrefundable, along with VAT @5%, either in cash or in the form of a Bank Draft drawn in favour of OFDC Ltd and payable at any nationalized bank situated at Bhubaneswar/concerned head quarter of the Division.

ii) The tenderer/Bidder shall personally verify and ensure that he has received the tenderer's agreement along with the tender form as it is compulsory to enclose the tenderer's agreement duly signed along with the tender/bidding and shall give receipt for all the documents to have been received by him. The full responsibility of obtaining the requisite documents is that of the tenderer/bidder.

## 5. Submission of tenders

(i) The tenderers, who have been duly registered and renewed under the Odisha Forest Development Corporation Ltd as registered purchasers for 2015-16, shall mention their respective registration number on the top right hand corner of the first page of the tender form. Those who have not registered under the Corporation shall mention "New /Not registered" in the space provided for Registration Number.

ii) The tender offer complete in all respects, shall be placed in a sealed envelope super scribing on the top of the envelope as "**TENDER FOR ADVANCE SALE OF PHAL KENDU LEAVES FOR THE CROP YEAR-2016 IN THE DEREGULATED AREAS OF NOWARANGPUR (KL) DIVISION**". The sealed envelope shall be addressed to the Managing Director, OFDC Ltd. A/84- Kharavelanagar, Bhubaneswar and should be sent either by Registered/ Speed post on the above address or disposition in the tender box kept inside the **HOTEL KESHARI, Bhubaneswar**, specified for the said purpose, which will be accepted up to **12Noon of dt 30.12.2015**. The Offers received beyond this time and date will not be accepted under any circumstances. The default of the postal department to deliver the tender form sent by Regd/ Speed post will not bound OFDC to accept the same after the schedule date and time.

## 6. Opening of Tenders

The tender offers will be opened soon after closure of the scheduled time of receipt of the tender offer on the same day in presence of the tenderers/their authorized representatives, if any. The tenderers are advised to be present at the time of opening of tender. **There shall be no negotiation for sale of any lot.** However in case of tie offer for any lot(s), the concerned tenderers/bidder will be required to submit their revised offers in plain paper under sealed covers immediately, after announcement.

## 7. Execution of Purchaser's Agreement

(i) The lot wise acceptance of the offer of the successful tenderers will be ordinarily published in our website on the next working day and also intimated to them through letters which will come into force and the successful tenderer will 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 within 21 days of acceptance of his offer by the OFDC on payment of Provisional Security amount **@Rs5.00lakhs (Rupees five lakhs)** per lot. After final collection of leaves, the purchaser has to pay the differential amount up to the extent of 25% of sale value towards final Security deposit within 10 days of final delivery, failing which it will be considered as violation of purchaser's agreement.

In exceptional circumstances this period of 21 days may be extended for a further period of seven days by the Director(c)/ Managing Director of OFDC Ltd. by depositing of a non-refundable fee of Rs2000/- (Rupees two thousand) by the purchaser. If the 21<sup>st</sup>/7<sup>th</sup> day described as above, is a public holiday, the next working day will be considered as the due date of payment and execution of agreement. The period of 21 days / 7 days shall be counted from the date of issue of the acceptance order by the OFDC.

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. 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 loss so sustained on such resale by the OFDC, the loss amount shall be recovered from the purchaser

## 8. Payment of Amount due

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

<u>Number of the Installment</u>	<u>Due Date of payment</u>
Ist	16/08/2016
IIInd	16/09/2016
IIIrd	16/10/2016

All payments like Earnest Money Deposit(EMD), Security Deposit (SD) & Balance sale value etc. are to be made in shape of Account payee Bank Draft/Demand Draft drawn on any Nationalized/Scheduled Bank payable at Bhubaneswar in favor of Odisha Forest Development Corporation Ltd. either in A/c number 015902000001963 of Indian Overseas bank(IFSC-IOBA0000159) or A/C number-0553001800000024 of Punjab National Bank(IFSC-PUNB0055300). Payment through R.T.G.S/N.E.F.T can also be made under intimation of details with UTR number, Name of the bank, date of transfer and amount transferred etc. to the Corporate Office. Such payments should come from the account of the purchaser or partner only or else, it would not be entertained.

## **9. Delivery of leaves**

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

II] A purchaser at the discretion of the Director(c) /Managing Director, upon making an application to lift kenduleaf stock through Bank Guarantee(BG) and obtaining prior confirmation in writing may be allowed to avail the facility of taking delivery of 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.

## **10. Annexures**

Annexure-I to V and Schedules, referred to above which are annexed to this Sale Notice will 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/Bidders are, therefore, advised to retain this sale notice including Annexure-I to V for use in future tender / auction etc.

## **11. Acceptance of the terms and conditions**

The act of submitting the tender offer/bid shall be deemed to be the unconditional acceptance of terms and conditions contained therein.

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

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

**For Odisha Forest Development Corporation Ltd**

Sd/

**Managing Director**

**TERMS AND CONDITIONS OF SALE AND INSTRUCTIONS FOR THE TENDERERS/BIDDERS  
FORMING PART OF THE SALE NOTICE NUMBER -24239 dt 2.12.2015  
(for deregulated lots)**

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

**1. DIFINITIONS**

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

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

(ii) **"GOVERNMENT"** means, State Government of Odisha as well as Central Government.

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

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

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

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

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

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

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

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

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

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

(xiii) **"AMOUNT DUE"** means, the amount which is the total of the purchase price of the lot and the Tax etc. payable on it, which the successful Tenderer 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.

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

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

(xvi) **"COLLECTION SEASON"** means, period of the Calendar year 2016 commencing from the date of collection of leaves till final collection.

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

(xviii) **"PURCHASE PRICE"** means, the amount which is arrived at by multiplying the purchase rate defined in (xix) below by the actual quantity collected in standard bags of the lot.

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

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

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

(xxi) **"TENDERED RATE"** means the rate per standard bag excluding all taxes, duties, levies & fees etc offered by the tenderer separately for each lot in the Tender form given in Annexure-II of the Sale Notice for the purchase of Kenduleaves comprised in such lot.

(xxii) **"TENDERER"** means a person or a Registered firm or Society, legal company etc ,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.

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

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

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

(xxvi) "**DEREGULATED AREA**" means, the area notified by Government of Odisha wherethe primary pluckers are free to sell kenduleaves to any purchaser of their own volition.

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

## **2. DETAILS OF UNITS/ KL SECTION**

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

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

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

## **4. PERSONS AUTHORISED TO SUBMIT TENDER ETC.**

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

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

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

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

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

## **5. EARNEST MONEY DEPOSIT**

(i) Every tender shall be accompanied by an Earnest Money Deposit of **Rs 80,000/ (Rupees eighty thousand only) per lot** with tender form in shape of Bank Draft / Demand Draft of any Nationalized Bank drawn in favor of Odisha Forest Development Corporation Ltd and payable at Bhubaneswar. Tenders accompanied by earnest money in any other form may be liable to be summarily rejected.

(ii) In case of a successful tenderer/purchaser, Earnest Money Deposit shall in the first instance be adjusted towards part of provisional Security Deposit as required by condition No.9(i)below.

(iii)The Earnest Money Deposit of unsuccessful tenderers shall be returned to them 'as such' after declaration of result of acceptance.

## **6. MANNER OF FILLING TENDER**

i) A tenderer can submit only one tender for purchase of one/ several lots of a KL Range by obtaining the prescribed tender documents from the Corporation.

ii) Tenders can be submitted only in the prescribed documents which can be obtained either from the Corporate Office or office of the Divisional Manager-CKL Sambalpur / Jeypore / Nabarangpur of OFDC Ltd. Tenders submitted otherwise will be treated as invalid. It is necessary that the **tender form bears the Number, Seal of office issuing it and Signature of the Issuing Officer.**

iii) The Tenderer shall offer /submit the rate per standard bag exclusive of any tax/cess for the purchase of Kenduleaves for each lot mentioned in his tender form. The offer must be made showing rate per Standard Bag and not in lump sum amount. The rate should be quoted in whole Rupee only. If it is quoted in fraction of a Rupee, it will be rounded off to the nearest rupee on the higher side by the Corporation and the tenderer shall have to abide by it. If there is a difference in the rate quoted in figures and words, then the higher of the two will deem to be the offer of the Tenderer.

iv) If in the Tender submitted by a tenderer, the offer for any lot is not clear i.e for which specific lot or for what amount it is or there is a mistake regarding identity of the lot or if there is discrepancy in word and figure regarding the Number of lot, then offer of such lot may not be considered.

v) Tenderer shall have to mention his correct and complete postal address in his tender form at the place prescribed for the purpose. Communications sent to him by Registered /Speed Post on this address will be presumed to have been received by him. Responsibility for receiving all communications addressed to him will be that of the tenderer.

vi) If the Tenderer makes any correction on the tender form by erasing or over writing, then details of such corrections should be furnished in the tender form with corrected entry and shall be signed by the tenderer. Any other entry corrected by erasing or over writing not mentioned in the tender form or not found signed by the tenderer after correction, will be treated as invalid and may not be considered.

vii) The tenderer should fill up and sign every page of the tender form, and enclose all necessary documents and Tenderer's Agreement as duly executed with it and submit it as shown in clause-5 of tender notice. On failure to enclose Tenderer's Agreement duly executed along with tender form and other documents, the tender shall not be considered.

## **7. WITHDRAWAL OF OFFERS ETC**

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



## **8. ACCEPTANCE OF TENDERS/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/Bid and not answerable to any Court of law or any forum in any manner for such action.

ii) If for a particular lot, equal rate is offered by more than one tenderer, then the said tenderers are required to submit their revised offers on the very day, in sealed covers soon after announcement of the offers.

iii) It should be expressly understood that calling for tenders do 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.

## **9. SECURITY DEPOSIT**

i) The successful purchaser shall pay provisional Security Deposit @Rs5.00lakhs (Rupees Five Lakh) per lot(s) within 21 [Twenty one] days of issue of ratification order. If the provisional security deposit is not paid at Corporate Office within 21 days from the date of issue of ratification order, the sale of the lot(s) will be cancelled and the EMD/part S.D will be forfeited to OFDC. After final collection of leaves, the purchaser has to pay the differential amount up to the extent of 25% of Purchase price of the lot towards final Security deposit within 10 days of final delivery of leaves, failing which it will be considered as violation of purchaser's agreement.

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

(iii) If the dues to be recovered from the purchaser exceed the amount of security deposit, 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).

## **10. DELIVERY OF LEAVES**

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

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

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

## **11. TRANSFER OF SALE**

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

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

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

**14.** 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 condition 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.

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

**For Odisha Forest Development Corporation Ltd**

Sd/

**Managing Director**

**[TENDER FORM FOR PURCHASE OF PHAL KENDULEAVES LOTS]**  
**[See condition 4 of Sale Notice]**

From

M/S /Sri \_\_\_\_\_

At. \_\_\_\_\_ P.O. \_\_\_\_\_

Dist \_\_\_\_\_ State \_\_\_\_\_

PIN

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**REGISTRATION NUMBER →****To The Managing Director,**

Odisha Forest Development Corporation Limited.,  
 A/84-Kharvelanagar, Bhubaneswar

**Sub: Submission of Tender Form for Advance Sale of Phal  
 Kenduleaves IN Deregulated Areas-2016 Crop, Dt.30.12.2015**

Dear Sir,

We enclose herewith the Tender Form duly filled in by quoting our rates per standard bag (in Rs) against the Kenduleaf lots, on ex-phadi basis & excluding all taxes, levies, fees, duties etc. for purchasing the same. We furnish the EMD particulars as under:

**PARTICULARS OF Earnest Money Deposit (EMD)**

Name of the Bank issuing the draft	Bank draft number & date	Amount (in Rs)

Yours faithfully,

For M/S \_\_\_\_\_

Encl-As above

Proprietor/Partner/P.A Holder  
 WITH SEAL

Date-

-----  
ACKNOWLEDGEMENT

I Sri \_\_\_\_\_ proprietor/  
 Partner/P.A.Holder/Representative received all the Tender documents in complete manner on behalf of M/s. \_\_\_\_\_ [Name and Address of the Purchaser] \_\_\_\_\_

[Signature of the Purchaser]

Date

**PHAL LOT LIST OF 2016 CROP PUT TO ADVANCE SALE ON 30/12/2015**  
[NOT TO BE USED AS TENDER DOCUMENT]

LOT NO	UNIT NO	QNTY[S.B]	RANGE	NAME OF KL SECTION
	NOWRANGPUR	OFDC DIVISION	NOWRANGPUR	FOREST DIVISION
1.	37	105(A)	0 UMERKOTE	KARMARI
2.	39	105(A)	0 RAIGHAR	RAIGHAR-I
3.	48	105	0 DABUGAON	DABUGAON
4.	49	105	0 DABUGAON	MEDENA
5.	50	105	0 DABUGAON	NUAKOTE
6.	51	105	0 DABUGAON	JATABAL
7.	52	106A	0 PAPADAHANDI	PAPADAHANDI
8.	55	106A	0 PAPADAHANDI	KODINGA
9.	56	106A	0 NABARANGPUR	NABARANGPUR
10.	57	106A	0 NABARANGPUR	MAJHIGUDA
11.	58	106A	0 NABARANGPUR	BIKRAMPUR-A
12.	59	106A	0 NABARANGPUR	BIKRAMPUR-B
13.	61	106A	0 BORIGUMA	BORIGUMA

**LIST OF COLLECTION CENTERS[PHADIES] OF PHAL KL LOTS OF 2016 CROP IN  
DE-REGULATED AREAS (ENCLOSURES OF ANNEXURE-II)**

FOREST KL DIVISION	RANGE	SECTION	PHADIES ( <u>DEREGULATED</u> )
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**LIST OF COLLECTION CENTERS[PHADIES] OF PHAL KL LOTS OF 2016 CROP (DE-REGULATED) AS PER  
ENCLOSURES OF ANNEXURE-II**

FOREST KL DIVISION	RANGE	SECTION	PHADIES
NABARANGPUR	BORIGUMA	BORIGUMA	1 . ANCHALA 2 . AUNLI 3 . BALIGUDA 4 . BORIGUMA 5 . DEULAGUDA 6 . HARDOLI 7 . JAYANTIGIRI 8 . KALIAGUDA 9 . KAMRA 10 . KANAGAON 11 . KEBIDI 12 . LODIJODI 13 . NUAGAON 14 . PINDAPADAR 15 . RENGALGUDA 16 . SARGIGUDA
	DABUGAON	DABUGAON	1 . BANKOLI 2 . BODAKONA 3 . CHHELIBEDA 4 . DANGRIGUDA-A 5 . DHAMANAGUDA 6 . DURKADANGRI 7 . GARUDAGUDA 8 . JUNAPANI 9 . KOILARY 10 . KONDAPUR 11 . MAHENDRI 12 . MANGRACHACHARA 13 . MENDRIGUDA 14 . MOTIGAON 15 . PUJARIGUDA 16 . RAVANGUDA 17 . TAILAGUDA 18 . TARAGAON

		19. THALBEDA
		20. UMURAHANDI
	JATABAL	1. AMBLIPADAR
		2. BIRIGUDA
		3. BORDI
		4. DAMAPALLA
		5. DANGRA
		6. DUMADEI
		7. JATABAL
		8. KENDUGUDA
		9. KHUTIGUDA
		10. MAJHIGUDA
		11. MUNDAGUDA
		12. PANJHARIAGUDA
		13. PATRI
	MEDENA	1. BADALIGUDA
		2. BHANDIMAL
		3. BODENI
		4. CHICHIBAI
		5. DANGRIGUDA
		6. EKAMBA
		7. GOPALGUDA
		8. HALDI
		9. HALDIGUDA
		10. MEDENA
		11. PALIA
		12. PUJARIGUDA
	NUAKOTE	1. BATAKARI
		2. BHEJA
		3. CHEPTIAMBAA
		4. DANGRIGUDA
		5. DHAUDAMAL
		6. GHUSURABEDA
		7. GIRLIGUDA
		8. JAMUGUDA
		9. KALIAGUDA
		10. KANTAMAL
		11. KUCHHA
		12. KUMJHARIAGUDA
		13. LODI
		14. MANIAGUDA
		15. MANIGAON
		16. MUSAPALLA
		17. NUAKOTE
		18. PUJARIGUDA
NABARANGPUR	BIKRAMPUR-A	1. BADAMASIGAON
		2. BAGDORI
		3. CHURCHUNDA
		4. KARCHAMAL
		5. KUSUMPALI
		6. MODEIGAON
		7. MODINAIKGUDA
		8. PARAJAGUDA
		9. RAJODA
	BIKRAMPUR-B	1. BANUAGUDA
		2. GHODADHANUA
		3. HALDIGUDA
		4. HARDOLI
		5. KAKADAGUDA
		6. KOSAGUMUDA
		7. SANTOSHPUR
		8. UMARGAON
		9. BIJABHATA
		10. TEMRA
		11. BELAPUTI
		12. DANDAGUDA
	MAJHIGUDA	1. BADA KUMULI
		2. BADIGUDA
		3. KUKUDABAI
		4. MAJHIGUDA-A
		5. NARSINGHAGUDA
		6. PATRAPUT
		7. PODEIGUDA
		8. SANKUMULI

	NABARANGPUR	9. UMURI 1. BADAMUDA 2. BANGAPALI 3. BHIMAGUDA 4. BIKRAMPUR 5. DANAGUDA 6. DHARNABEDA 7. MAJHIGUDA [B] 8. SANYASIGUDA 9. TIRLIAMGUDA
PAPADAHANDI	KODINGA	1. BADPUR 2. BAKTIGUDA 3. CHATTAHANDI 4. DENGAGUDA 5. DEODHORA 6. GUMUNDULI 7. HALDI PAKHNA 8. JHARSEMELA 9. KUJAGUDA 10. MALEKOTE 11. NUAGUDA 12. PHARSAGUDA 13. POITIGUDA 14. RAVANAGUDA 15. SIRISI
	PAPADAHANDI	1. BHURSAGUDA 2. DALAIGUDA 3. DENGAGUDA 4. DHANSULI 5. KALIAGUDA 6. LAIBANPADAR 7. MIRIGUDA 8. NILADRIGUDA 9. PALSAGUDA 10. PANDIKOTE 11. RAJAMATU
RAIGHAR	RAIGHAR-I	1. CHALANPARA 2. DANGRI PARA 3. DUGLI PARA 4. JUNANI 5. KARBELA 6. KASRABHATA 7. MAHANDA 8. RAIGHAR 9. SARGULI 10. TARIGAON
UMERKOTE	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

**ANNEXURE-III**

**TENDERER'S AGREEMENT**  
(Condition 4(ii) of Tender Notice)

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

and

Smt/Shri/M/s. . . . . Son of . . . . .  
. . . . . Village. . . . . Police Station . . . . .  
. . . . . Dist. . . . . State. . . . .

(hereinafter called the Tenderer(s) which expression shall include his heirs, successors, representatives and assignees) of the 2<sup>nd</sup> part.

Where as trading of Kenduleaf in Nabarangpur (KL) Division have been deregulated by the State Government.

And whereas, the Govt. has authorized the Corporation to sell the Green Kendu Leaves in advance as would be collected in KL Divisions of Nabarangpur.

And whereas, the Corporation desires to dispose of the Kendu Leaves as would be collected in different collection centers(Phadies) during 2016 collection season in advance and has issued notice inviting tenders vide No-24239 Dt 2.12.2015 and also desires that the prospective Tenderers should execute an agreement before submission of the tender to abide by the conditions of the Tender Notice.

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

1. I/We. . . . . and. . . . . hereby declare that I/We have read and understood all the provisions and the conditions of the tender notice referred to above. Terms and conditions of tender etc. contained in Annexure-I of the Tender Notice and conditions of the purchaser's agreement appended to the Tender Notice and agreed to abide by the same.

2. I/We. . . . . hereby declare that I/We shall not withdraw my/our tender/offer after commencement of opening of tenders. I/we further declare that I/we shall be bound by my/our offer and by the terms and conditions of the tender notice till orders of competent authority, accepting/ rejecting my/our offer, are passed or another person or party is appointed as purchaser of the lot(s) for which I/we have submitted the tender.  
3.

3. In the event of my/our failure to abide by the conditions of this agreement, I/we. . . . . shall be liable to pay such penalty, as may be leviable under the terms and conditions of the Tender Notice.

4. This agreement shall be deemed and always be deemed to be subject to the provisions of the rules and the orders and notifications issued from time to time by the Govt and of the terms and conditions of sale Notice No-24239 dt 2.12.2015 all of which shall form part of and shall be deemed to have become part of this agreement and shall be construed to have been specially provided for in this agreement.

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

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

**In the presence of witnesses:**

Signature of Tenderer  
Name-  
Full postal address-

1. Signature.. . . . .  
Name-  
Full postal Address

2. Signature.. . . . .  
Name-  
Full postal Address

**In the presence of witnesses:**

For and on behalf of  
M.D, OFDC Ltd., Bhubaneswar

1. Signature.. . . . .  
Name-  
Full postal Address

2. Signature.. . . . .  
Name-  
Full postal Address



**PURCHASER'S AGREEMENT**  
(Condition 7 of Sale Notice)  
**(for deregulated lots)**

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

and

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 have been  
deregulated by the State Government vide notification no- 9781/KL-7/13/F&E dt8.5.2013.

Whereas the Government has allowed OFDC Ltd. for disposal of Kenduleaves as would be  
collected in such areas and the Corporation had invited tender for advance sale of  
Kenduleaves to be collected in 2016 collection season vide its tender notice No-24239 dt  
2.12.2015 and has accepted the rate offered by the purchaser for purchasing the Kendu  
leaves of lot No- (in figures) (inwards) KL Section name -  
and which has been more fully described in the 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 leaves for the period ending 28/02/2017.

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

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

This agreement will remain in force from the date of sale of the lot as well as  
its execution up to 28/02/2017 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 Tender and instructions for tenderers contained in Annexure-I of the Sale notice, all  
of which shall form part of and shall be deemed to have become part of this agreement and  
which shall be construed to have been specifically provided for in these presents.

### 3. PURCHASE RATES ETC.

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

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

I.(a) The purchaser shall take 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 centre decided by the concerned Divisional Forest Officer-KL within next day of the date of collection from the KL Section or any person authorized by the concerned Divisional Forest Officer-KL. The purchaser will not purchase Kenduleaves directly from collectors/producers but the purchaser is allowed to keep his agents/ representatives in the Phadies related to him at the time of purchase of green leaves by KL Organization of Forest Department.

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

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

(c) 1]No subsequent treatments to the delivered Kenduleaves shall be allowed to be done within the boundaries of Reserved Protected Forests except in forest village or rocky areas/ sandy bed, river and nalas. However all these operations will be carried out 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-KL on or before 01/04/2016. If the concerned Divisional Forest Officer-KL directs the purchaser to remove any representative, the purchaser shall immediately remove such person and bar him from carrying out any work under this agreement.

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

V) If the Purchaser fails to take delivery of the Kenduleaves within next day of the date of collection, it will be considered as violation of the purchasers 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 in addition to supervision charge as in V[c] the expenditure incurred on drying and bagging etc as decided by the concerned Divisional Forest Officer-KL whose decision shall be final and binding on the purchaser.

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

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

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

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

X)If the concerned Divisional Forest Officer-KL at his discretion communicates to take 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 10 days of final delivery of kenduleaf stock at phadies. If the 25% S.D. payable on actual collected quantity of leaves in a lot, is less than the provisional S.D. of Rs5.00 lakhs, then the surplus amount would either be refunded as such to the Purchaser or adjusted with 1<sup>st</sup> installment 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 installments, he will be permitted to transport the leaves from Phadies to the godowns in the State of Odisha specially approved for this purpose by the concerned Divisional Manager-CKL or any officer authorized by him for the purpose. If the concerned Divisional Manager-CKL directs the purchaser to take the godowns of Forest Department/Corporation on rent, he will be bound to do so on payment of the rent @Rs.20/- per actual bag and can keep the leaves in the godown till 28/02/2017. In case Govt/OFDC 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 by payment of go-down rent, to the owner of go-down, he has to pay rent@Rs10 per actual bag up to 28.2.2017 and @Rs.2/- per actual bag if the full sale value will be paid by 30.06.2016. The payment of such rent will have to be made by 31/05/2016 to concerned division to OFDC.

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

Installment	Due date of Payment of Installment
1 <sup>st</sup>	16/08/2016
2 <sup>nd</sup>	16/09/2016
3 <sup>rd</sup>	16/10/2016

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

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

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

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

iii) If the purchaser pays the full sale value taxes etc. and other dues against the KL stock in a lot 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 20<sup>th</sup> day of the month, interest @ 0.05% per day will be recovered from the purchaser.

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

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

**6.5.** The purchaser shall have to get the leaves kept in the godown/ godowns insured against possible loss due to any cause. The insurance of leaves shall be an amount which is in no case shall be less than the amount due against the purchaser at any time. If there is any loss to Kendu leaves by any reason, the compensation shall be payable by the insurance company directly to the Divisional Manager-CKL and the purchaser shall have to make provision 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-2016 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 difference.

## **7. FACILITY OF DELIVERY OF LEAVES AGAINST BANK GUARANTEE**

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

I] Bank guarantee shall be valid up to 30/04/2017 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, 1/3<sup>rd</sup> part of the leaves will be released to the purchaser on payment by him of all taxes payable pertaining to 1<sup>st</sup> installment.

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

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

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

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

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

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

## **8. PAYMENT OF TAXES**

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

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

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

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

## **9. ISSUE OF DELIVERY CERTIFICATE**

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

## **10. COMPLIANCE OF AGREEMENT**

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

## **11. SECURITY DEPOSIT**

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

(ii) The provisional as well as final security deposit can be adjusted either wholly or in part, as the case may be, by the Director(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 installment if the delivery is being given from the godown and towards the full payment if the leaves are released from the phadi after receipt of clearance report from concerned Divisional Manager-CKL that purchaser has complied with all the terms and conditions of the purchaser's agreement, the Act and Rules, conditions of tender notice, and no amount is outstanding against him by the Director (C)/ Managing Director, at his discretion.

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

## **12. VIOLATION OF ACT AND RULES 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 first installment before the due date of 2<sup>nd</sup> installment or 2<sup>nd</sup> installment before due date of the 3<sup>rd</sup> installment or third installment within 15 days after its due date or any other amount due or to comply with any of the provisions of the agreement, the Director(C)/ Managing Director of OFDC Ltd may at his discretion and without prejudice to any other right and remedies that may be available to him, terminate this agreement after giving 15 days notice and giving an opportunity of hearing to the purchaser and blacklist the purchaser for a period up to 3 years.

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

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

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

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

(c)(i) Sell the Kenduleaves in the godown for which amount due has not been paid and undelivered stock of Kenduleaves in storage which has been forfeited in favour of the Corporation under condition **13(III) (b)** and recover the loss. Such shall also be recoverable by encashment of the Bank guarantee. If any such guarantee has been furnished by the purchaser under clause-7, as also from sale of such leaves which has been forfeited in favour of the Corporation under condition **13(III) (b)**. Provided if the lot is not resold in the first tender/auction after issue of order of termination of agreement, loss will be recovered from the purchaser treating the value of the lot as zero. However if the lot is sold in subsequent tender/auction, the amount of sale price recovered as such shall be adjustable against balance amount of loss or be refunded to the purchaser as the case may be. However no interest will be payable to the purchaser on such amount. In the event of cancellation of purchaser's agreement the loss to be recovered from the 1<sup>st</sup> purchaser will be computed as follows:-

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

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

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

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

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

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

(b) If the purchaser does not want to avail of the facility described in condition no 13(IV)(a) and wants the facility to deposit the balance purchase price in installments, the Director(C)/ Managing Director of OFDC Ltd. may, at his discretion grant the facility to the purchaser to pay in installments and may revive the above agreement but in such case the purchaser shall make payment with an interest at the rate of 0.05% per day on the amount payable including all taxes/ cess and penalties from the original date of payment of concerned installment and restoration fee of `5000/- per lot. On such revival of the agreement, Director(C)/ Managing Director of OFDC may at his discretion, specify the date of payment of installment and period of delivery. The purchaser will have to deposit

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

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

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

#### **14.MAINTENANCE OF ACCOUNTS**

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

#### **15. PERFORMANCE OF DUTIES ETC.BY PURCHASER**

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

#### **16. TRANSPORT OF KENDU LEAVES AND ISSUE OF TRANSPORT PERMIT**

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

#### **17. PAYMENT OF STAMP DUTY**

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

#### **18. FIRST CHARGE**

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

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

#### **19 .LEGAL JURISDICTION**

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

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

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

**For and on behalf of**

**Odisha Forest Development Corporation Ltd**

**WITNESS:**

1. Signature  
Name  
Full Postal Address

**Managing Director/**

2. Signature  
Name  
Full Postal Address

**Director (Commercial)**

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

**WITNESS:**

1. Signature  
Name  
Full Postal Address

2. Signature  
Name  
Full Postal Address

Signature of the Purchaser  
Name  
Full Postal Address



**ANNEXURE-V**

**FORM OF BANK GUARANTEE BOND**

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

Bank Guarantee No

Date of issue.

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

... (hereinafter called the 'Purchaser') from immediate full payment of the purchase price of Kendu (Tendu) leaves Lot(s) purchased by him to the extent of`

(Rupees . . . . . )only in cash(herein after called the said amount) and accept in lien thereof Bank Guarantee from the purchaser under the terms and conditions contained in the Sale Notice No.24239 dated 02.12.2015 and the general / other terms and conditions of Sale and instructions for tenderers/bidders contained in Annexure-I of Sale Notice and the Purchaser's Agreement dated ... executed in accordance with condition-7 of the Sale Notice (herein called Purchaser's Agreement) for payment of purchase price by him in installment in accordance with and for fulfillment of the terms and conditions contained in the said Sale notice and the said Purchaser's Agreement during the period between . . . . . to . . . . .

We . . . . . (hereinafter referred to as (indicate the name and full address of Bank) the Bank) do hereby undertake to pay to Corporation on demand an amount not exceeding ` . . . . . (Rupees . . . . . )only against the purchase price of lot(s) purchased by the purchaser and any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reasons of any breach by the said purchaser of any of the terms and conditions contained in the said Sale Notice, Purchaser's Agreement or by reason of purchaser's failure to perform to said purchaser' agreement or non observance of any condition of tender 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 2016

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)