

**GENERAL TERMS & CONDITIONS FOR SALE OF KENDU [TENDU] LEAVES OF 2017 AND ARREAR CROPS.**

The sale of processed, grower's, departmental phal, and advance sale phal lots of kenduleaf put to resale if any, inferior & seized kendu leaves, during Auction/e-Tender/e-Auction etc. as conducted by OFDC Ltd., will be subject to the following terms and conditions. The registered and renewed purchasers are therefore advised to refer these terms and conditions before participation in the sale proceeding.

**EXPLANATION-** For fresh registration, a purchaser is to apply online in our website ([www.odishafdc.com](http://www.odishafdc.com)) along with certificate of provisional registration in form GST REG-25, particulars of address, e-mail I.D., PAN card, 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 / uploaded by each applicant. An amount of **Rs 20,000.00 (Rupees twenty thousand)** only is to be deposited either online / through NEFT 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 will stand cancelled. Registration fee will be forfeited to Odisha Forest Development Corporation Ltd. in case of violation of any of the terms and conditions of sale. Registration will remain valid for one financial year and is to be renewed every year on production of tax clearance certificate and GST registration certificate and on payment of **Rs.1000.00 (Rupees one thousand)** only towards renewal fee, which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the sale.

2. The person representing a registered purchaser shall furnish attested copies of registered power of attorney, registered deed of partnership and letter of authorization etc. to the Authority conducting the sale / concerned Divisional Manager-CKL before taking part in the sale. Participation in the sale will be deemed for all purposes as unreserved acceptance of all the terms and conditions of the sale notice by the purchaser.

**N.B:-**In case of e tender sale, the date of sale means the date of issue of ratification order and in case of auction sale, the date of sale means the last day of auction sale. In case of provisional sale of lots during auction sale, the date of acceptance of provisional sale by the head office of Corporation will be published in the website and the date of publication will be treated as date of sale.

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

4. No complaint whatsoever regarding quality and other defects will be entertained in respect of any lot(s) after finalization of sale in favor of the purchaser[s]. Genuine complaint, **for processed KL lots only** if any, may however, be filed before the concerned Divisional Manager(C-KL) under intimation to the concerned General Manager @zone within 15 days from the date of payment of Security Deposit (S.D). While filing the complaint, the purchaser is to furnish the detail of defects against each bag and the said defective bags should be kept separately to facilitate the joint verification. Before lodging complaint, the purchaser will have to deposit 1% of the sale value with the Divisional Manager-CKL concerned and if the complaint is found not to be true, this deposit will be forfeited to the Corporation. Concerned Divisional Forest Officer-KL, Divisional Manager-CKL & Purchaser will jointly verify the defective bags for which the complaint has been lodged and the nature of defects as pointed out by the purchaser will be examined in each bag and findings be recorded. The joint verification is to be signed by Divisional Manager-CKL/ Divisional Forest Officer-KL & purchaser and submitted by the Divisional Manager to the concerned General Manager within 30 days from the date of filing of complaint. If the quantum of leaves unsuitable for bidi making would be more than 10% of the total

stock in a lot, then the complaint would be considered as genuine and in that case, the sale will be cancelled and the security deposit as well as 1% sale value deposited for this purpose, will be refunded to the purchaser by the concerned General Manager. In case the complaint is not found

genuine, then the 1% sale value deposited by the purchaser for this purpose will be forfeited to OFDC and the purchaser will be bound to lift the lot(s) in accordance with the conditions of the sale. The decision either to forfeit or refund the security deposit and 1% sale value deposited by the purchaser for the purpose shall be taken by the concerned General Manager within 45 days of the filing of the complaint. Any complaint filed after 15 days of payment of security deposit shall be rejected out rightly. Processed kendu leave lots of arrear crops, grower's leaves, inferior lots, seized lots, phal kendu lots etc. will be sold on "**as is where is basis**" and hence no post purchase complaint regarding the quality and other defects will be entertained. Further no post purchase complaint will also be entertained in case of processed lots, where the sale value is equal or less than Rs.5,00,000/(Rupees five lakh only).

**5.(a)** The weighment of the processed / grower/ inferior bags has been standardized and for all purposes, each bag will be treated to contain net 60 kgs of kenduleaves and purchasers are required to quote ex-godown rate per quintal excluding taxes etc.

- a. The weighment of departmentally collected phal leaves will be in bags weighing about 40 kg approximately each and purchasers are required to quote ex-godown rate per quintal excluding taxes. At the time of taking delivery, each bag will be weighed & the weighment list will be jointly signed by the purchaser or his authorized representative and the official of the K.L wing of forest department as well as Odisha Forest Development Corporation Ltd. nominated for the purpose. After weighment, each bag will be stencil marked by the purchaser and all the payment will be made accordingly.

**(c)** The resale of phal lots if any, will be in terms of standard bag [1S.B =1250 kerries containing 50,000 leaves].The intending purchasers are required to quote ex-godown rate per standard bag (SB) of phal leaves etc. against each lot excluding taxes.

**(d)** In case of seized lots, the purchasers are to inspect the leaves to ascertain the quality of leaves and collection year etc. before taking part in sale. Purchasers are required to quote ex-godown rate per quintal excluding taxes.

**6.** The authority conducting the sale reserves the right to reject any or all the bids/offers in respect of any lot(s) or to postpone or cancel the sale of any lot(s) without assigning any reason thereof. He may at his discretion reject the highest bid/offer of a purchaser whose performance with regard to the payment of purchase price and lifting of materials purchased during the years 2016-17 & 2017-18 has been irregular and unsatisfactory. Ordinarily the lot(s) notified in the sale notice will not be subject to any addition or withdrawal. However, the authority conducting the sale can withdraw/add the lot(s) for good and sufficient reasons. He shall not be answerable in any Court of law or in any forum.

**7.** Sale once finalized in favor of a purchaser/ firm cannot be transferred subsequently to any other person/ firm.

**8.** The purchaser shall be bound by all forest department rules and regulations in connection with the purchase and transit of the kenduleaves. The purchasers are advised to cross interstate border within 48 hours of issue of transit permits.

**9.** Bid/offer has to be given per quintal or standard bag of kenduleaf as in clause-5 above, in whole rupee (exclusive of all taxes, levies, fees & duties etc) and on ex-godown basis against each lot.

In case of e-tender, bids shall only be received online in the portal [www.odishafdc.com](http://www.odishafdc.com) during the notified period. A purchaser can see the status (Active/Inactive) in the customer interface of [www.odishafdc.com](http://www.odishafdc.com) and take steps for it's renewal providing required documents and renewal fees etc. It is to be noted that for all purpose the server time displayed in the customer interface shall be the schedule of time of e-tender sale. A tenderer offering bids up to 10 lots (s) of processed/inferior/seized/departmental phal kenduleaf, is required to pay @Rs.200/+GST@5% towards cost of tender form/participation fees which is non- refundable. For offering bids more than 10 lots, additional cost of participation fees @ Rs.200/- per set of 10 lots + GST @5% is also to be deposited. For participation in e-tender sale of advance sale / resale phal lots, the cost of tender form

/ participation fees is Rs 525/ (@Rs 500/+GST@5%) irrespective of number of lots. The cost of tender form/participation fees + GST as above, being non- refundable, is to be deposited through separate DD/instrument without linking with earnest money deposit and scanned copy of such

documents are to be uploaded in the portal.

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. For tie offer(s) against lot(s) if any, intimation will be sent to the concerned tenderers through SMS and e-mail in the registered mobile / e-mail id and they are requested to submit their revised offers through e-tender portal within 24 hours of delivery of e-mail, failing which it will be presumed that they do not want to revise the offer and then OFDC will have the right to 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.

**NB: For e-tender sale, bidders are advised to examine carefully all instructions, terms and conditions, lot list etc. including notification/addendum/ corrigendum /amendments in the portal of e-tender from time to time. There may be negotiation with highest bidder of lot(s) only if required.**

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

**11. Earnest Money Receipt (E.M.D.)**

**(a)** During e-tender sale of processed, growers, inferior, seized and departmentally collected phal kendu leaf lots, the intending tenderer is required to pay Earnest Money Deposit [EMD] @ Rs10,000/- [Rupees ten thousand] only for each lot subject to minimum EMD of Rs 25,000/- [Rupees twenty five thousand] only either through RTGS/NEFT or in shape of bank draft drawn on any nationalized bank in favor of Odisha Forest Development Corporation Ltd. & payable at Bhubaneswar along with the tender offer.

**(b)** During e-tender sale of advance sale phal K.L. lots in regulated areas, the intending purchaser is required to pay earnest money deposit [EMD] @ Rs 50/-per standard bag against the notified quantity in the lot[s] as above.

**(c)** For phal lots in deregulated area, the EMD @ Rs 2,00,000(Rupees two lakhs only) per lot is to be paid as above.

**(d)** No tender without requisite earnest money deposit will be considered valid and it will be rejected during technical evaluation. Further the Earnest money will not be accepted in shape of cheque /cash. No GST is payable on EMD.

**(e)** In case the offer is accepted during e-tender sale, the earnest money will be adjusted towards the security deposit. The earnest money will be refunded to the unsuccessful tenderer[s] after notification of sale result.

**NB:** For e-tender sale, the original documents in support of payment of participation fees and EMD should reach the Tender Inviting Authority within stipulated period as notified or else their offers will be rejected during process of technical evaluation. For registration/renewal and deposit of the participation fee as well as EMD in connection with e-tender sale of K.L. lots, the following modes of payment are to be adhered.

1.	Registration/Renewal	Can be made online		
			<b>Name of the Bank</b>	<b>A/C No. &amp; IFSC Code</b>

2.	Cost of tender paper/ participation fee	Offline (RTGS/NEFT/DRAFT)	Punjab National Bank, Station Square,	0553002100007489 IFSC PUNB-0055300
			Asix Bank	912020050139794 IFSC UTIB0001862
3.	Payment of E.M.D.	Offline (RTGS/NEFT/DRAFT)	Punjab National Bank	0553001800000024 IFSC PUNB-0055300
			Indian Overseas Bank	015902000001963 IFSC 10BA0000159
			Syndicate Bank	80013070003318 IFSC SYNB-0008001

Participation fee and EMD as above should be deposited in separate instruments.

**12.** In case of e-tender/Auction sale, the purchaser will not be eligible to rescind or withdraw his offer between the date of sale and the date of final approval by the Corporation provided that the date of final acceptance does not exceed 45 days of sale. In the event of violation of this provision before publication of result, the amount of EMD as due @ minimum EMD per lot will be forfeited and in case the result is published, such EMD as well as registration fees will be forfeited and the registration will also be cancelled.

### **13.SECURITY DEPOSITS (S.D.)**

In case of processed, growers, [departmental collected phal and other phal resale lots](#), the purchaser whose offer/bid is finally accepted during Auction/e-tender, shall have to pay security deposit either through RTGS/NEFT or in shape of bank draft drawn in favor of OFDC Ltd. on any nationalized/scheduled bank payable at Bhubaneswar @ 25% of the sale value against the notified quantity within 15 days from the date of sale. However, in case the value of a processed /grower's lot is equal to or less than Rs.5,00,000/ [five lakh], then instead of 25% S.D, the purchaser has to pay the full sale value at a time within 15[fifteen] days of sale. In case of departmental collected phal and other phal resale lots, where sale value of a lot is equal to or less than Rs 25,00,000/-(Rupees twenty-five lakhs), then the purchaser has to pay the full sale value at a time instead of 25% SD, within 15 [fifteen]days of sale. The Security Deposit [SD] against KL lot[s] sold on e- tender shall be paid at Corporate Office and the purchaser shall be required to execute an agreement with Odisha Forest Development Corporation Ltd. at Head Office. In case of Auction sale, the S.D as above shall be paid either at Divisional Manager's Office or at Corporate Office, Bhubaneswar.

The Managing Director of Odisha Forest Development Corporation Ltd. will be at liberty to forfeit the whole or any part of the security deposit for non-performance of the conditions of contract or for any default of the purchaser without aid of any court of law and without prejudice to any other legal action.

**NB:** Separate agreements are to be executed for lots of processed, grower's, inferior, seized, departmental collected phal and other phal resale lots. A sample copy of the agreement may be seen in the Head office of Odisha Forest Development Corporation Ltd. on any working day during office hours.

### **14. MODE OF PAYMENT**

All the payments like S.D, additional S.D., balance sale value etc, shall be made in shape of account payee bank draft drawn on any nationalized /scheduled bank payable at Bhubaneswar in favor of

Odisha Forest Development Corporation Ltd. Payment through R.T.G.S./NEFT can also be made by intending purchaser in bank account as follows:

	Name of the Bank/Branch	Account No.	IFS Code
1.	Punjab National Bank, Station Square, Bhubaneswar	0553001800000024	PUNB0055300
2.	Indian Overseas Bank, Station Square, Bhubaneswar	015902000001963	IOBA0000159

If the due date of payment of security deposit, addl. security deposit (ASD) and sale value falls on a holiday, the next working day will be treated as the due date of payment. Penal interest @ 18% per annum will be calculated for each day of delay in payment of all dues towards balance sale value after deducting the S.D./ Addl. S.D. paid earlier. For the purpose of transfer of funds through RTGS/NEFT, the purchaser has to transfer the funds from his/their account. No transfer from accounts of other individual/firm will be entertained.

**15.** For processed, grower and departmental collected phal and other phal resale lots, the security deposit/ full sale value of a lot (if less or equal to Rs5,00,000/ [Rupees five Lakh] or Rs.25,00,000/- [Rupees Twenty five lakhs as in clause 13 above) shall be paid within 15 [fifteen] days from the date of sale. If the purchaser fails to deposit within the scheduled period, the sale will be liable to be quashed, his registration will be cancelled and the EMD as well as registration fee will be forfeited to Corporation **and the purchaser/firm may also be black listed for a period which may extend up to three years.** However, in case of satisfactory completion of the contract, the security deposit will be refunded to the purchaser after realization of full sale value and taxes etc. of the kenduleaf lot[s] sold to him. The SD of KL lot[s] in case of Auction/e-tender sale shall be adjusted towards the purchase price of the lot[s] by the concerned Divisional Manager-CKL. The Managing Director/ Director (Commercial) of OFDC will be at liberty to forfeit the whole or any part of the security deposit for non-performance of the conditions of sale or for any defaults of the purchaser without aid of any Court of law and without prejudice to any other legal action.

#### **16. Export Sale**

Where the purchase of kenduleaf lot (s) is meant for the purpose of export, the purchaser shall give in writing to the authority conducting the sale as well as concerned Divisional Manager-CKL, the detailed particulars as per GST Act and Rules 2017.

#### **17. PAYMENT OF SALE VALUE**

**(a)** For processed, grower's, departmental collected phal lots and advance sale phal lot put to resale, the purchaser shall pay the **balance 75% of sale value within 60(sixty) days** from the date of sale. In exigency, further 15 days time i.e. up to 75 days of sale, would be allowed for payment of balance sale value by the concerned Divisional Manager, on payment of additional security deposit of another 25% of sale value within 60 days of sale. Failure to pay the full sale value or additional security deposit @25% of sale value within 60 [Sixty] days of sale, will lead to cancellation of sale along with forfeiture of deposits and the lot(s) will be resold at the risk of the purchaser.

**(b)** For inferior and seized lots, the purchaser shall have to pay the full sale value together with admissible taxes etc. within seven days from the date of sale, failing which sale will be treated cancelled along with cancellation of registration and forfeiture of registration fees. The lots will be resold at the risk of the purchaser.

#### **18. LIFTING PERIOD:**

**(a) PROCESSED & GROWER'S LOTS** - On payment of sale value within 60 days of sale, lifting would be allowed up to 75 days without any rent. On payment of total sale value within 60 days and failure to lift within 75 days, further time of 30 days i.e. up to 105 days of sale would be allowed by the concerned Divisional Manager, on realization of go-down rent @Rs 5/-per bag per month or part of a

month. In case the purchased lot(s) is not lifted within 105 days from the date of sale, the purchaser will cease to have any right over the produce. The sale will be treated cancelled with forfeiture of S.D. and other deposits (balance sale value) to the corporation and the purchased lot(s) will be resold as property of O.F.D.C. Ltd. in the very next sale at the cost of purchaser.

#### **(b) DEPARTMENTAL COLLECTED PHAL & OTHER PHAL LOTS PUT TO RESALE**

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

ii) However, in exceptional cases the Director (Com.)/ Managing Director of the Corporation at his discretion may allow lifting of stock after the period of 120 (one hundred twenty) days on realization of additional rent @ Rs 5/-(Rupees five) only per actual bag per month or fraction of a month up to 180 days of sale beyond which the said stock will be treated as **unclaimed property** and OFDC will be free to dispose it in any manner as desired.

iii) In case of purchase of more than 20,000 actual phal KL bags in one sale by a purchaser and on payment of full sale value within the stipulated time of 60 days, additional rent @ Rs 2/- per actual bag per month or fraction of a month would be payable after 120 days of sale up to 180 days of sale.

#### **(c) INFERIOR & SEIZED LOTS**

The purchaser will lift such lots within 30 days from the date of sale. In the event of failure to lift the stock within 30 days, the sale will be treated as cancelled with forfeiture of deposits. In exceptional cases extension of lifting time may be granted at the discretion of Director(com.)/Managing Director by imposing penalty @ Rs1,000 (Rupees one thousand) per lot per week or part and in case of inferior phal lots @ Rs.5/- (Rupees five only) per actual bag per month or part of a month as the case may be. If the bags are not lifted within the extended period, the stocks would be treated as “unclaimed property” and resold in the very next sale at the risk of the purchaser.

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

20. Taxes as per GST Act and Rules ,2017 & other Levies, fees & duties etc. as applicable on the date of billing will be charged extra over and above the sale price to be realized from the purchaser. Income Tax and surcharge as applicable, will be deducted at source as per provisions of Section 206 C of Income tax act from purchasers except those who produce the required exemption certificate from Assessing Officer of the income tax department, to the extent of such exemption limit fixed and as mentioned in the said certificates.

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

**21.** The Director[C]/ Managing Director of Odisha Forest Development Corporation Ltd. at his discretion may revive the contract or extend the time for payment of the sale value on receipt of application from the purchaser with specific reasons for delay in payment along with the required bank draft towards sale value and interest for the period of delay and / or lifting of the stock beyond prescribed time limit on imposing rent and additional rent on case to case basis.

**22.** Only in exceptional circumstances and in case of genuine difficulties and in case of force majeure and if represented in writing, the Director [C]/Managing Director may at his discretion relax the sale conditions stipulated on case to case basis.

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

**For Odisha Forest Development Corporation Ltd.**

Sd/

**MANAGING DIRECTOR**

Memo No. 9506 /dated 18.5.2018

Copy forwarded to the Additional Chief Secretary to Govt. Forest & Environment Dept/ Special Secretary to Government Finance Dept, Bhubaneswar/ Principal Chief Conservator of Forests, Odisha Bhubaneswar/ Principal Chief Conservator of Forest (KL), Bhubaneswar for favor of information.

Sd/

**MANAGING DIRECTOR**

Memo No- 9507 dated 18.5.2018

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

Sd/

**MANAGER(COMMERCIAL)**

Memo No. 9508 /dated 18.5.2-018

Copy forwarded to the General Manager, OFDC Ltd., Sambalpur, Bolangir, Bhubaneswar and Berhampur (Com.) Zone for favor of information and necessary action.

Copy forwarded to all Divisional Managers(C-KL) OFDC Ltd, for information and necessary action. They are requested to make wide publicity about the Sale. Copies may be distributed amongst the intending purchasers.

Sd/

**MANAGER (COMMERCIAL)**

Memo No. 9509 dated 18.5.2018

Copy forwarded to all Registered and renewed K.L Purchasers for 2018-19 for information and necessary action.

Sd/

**MANAGER (COMMERCIAL)**

Memo No. 9510 dated 18.5.2018

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

Copy to All Branch Officers/ e-Procurement Cell, Corporate office, Bhubaneswar for information and necessary action.

Copy to Notice Board