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Odisha Forest Development Corporation Limited

(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC000446

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

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

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GENERAL TERMS & CONDITIONS FOR SALE OF KENDU [TENDU] LEAVE OF 2020 AND ARREAR CROPS (REVISED)

The sale of processed, grower's, inferior, seized, departmental collected phal of all crop years and phal kenduleaf lots of advance sale put to resale if any, during Auction/e-Tender/e-Auction conducted by OFDC Ltd., will be subject to the following terms and conditions. The registered and renewed purchasers are therefore advised to refer the following terms and conditions before participation in the sale proceedings. **The act of taking part in the sale will be deemed as unconditional acceptance of all the terms and conditions of the sale notice by the purchaser.**

1. Participation will be allowed only to the purchasers registered / renewed for the purpose with Odisha Forest Development Corporation Ltd. (OFDC) for the financial year 2020-21.

EXPLANATION- For fresh registration, a purchaser is to apply online in our website www.odishafdc.com along with certificate of provisional registration in form GST REG-25/ final registration in form GST REG-06, particulars of address, e-mail I.D., PAN card and mobile number etc. A customer interface (customer login) is available in the home page of the website for the purpose. During registration, attested copies of GST registration certificate, PAN Card, Address proof etc. should be clearly furnished and uploaded by each applicant. An amount of **Rs20,000.00 (Rupees twenty thousand)** only is to be deposited either through online payment / NEFT / RTGS or in shape of account payee bank draft drawn either in favour of Divisional Manager-CKL, Sambalpur payable at Sambalpur or in favour 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 GST clearance 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 self-attested true 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 auction sale.

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 kenduleaf bags in different godowns before taking part in the sale. They may contact the concerned Divisional Manager-CKL and/or Sub-Divisional Manager C-KL of OFDC on any working day to inspect the kenduleaf 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 of 2020 crop 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 genuine, 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 kenduleaf lots of arrear crops, grower's leaves, inferior lots, seized lots, phal kenduleaf 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 kenduleaf bags has been standardized and for all purposes, each bag will be treated to contain net 60 kgs of kenduleave and purchasers are required to quote ex-godown rate per quintal excluding taxes etc.

(b) The weighment of departmentally collected phal kenduleave will be in bags weighing about 40 kg approximately each and purchasers are required to quote ex-godown rate per quintal excluding taxes. After payment of Security Deposit 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 the payment will be made as per actual weighment of the stocks accordingly.

(c) The resale of advance sale phal lots if any, will be sold 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 and 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, 2018-19 and 2019-2020 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 favour 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 kenduleave. 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 during the notified period. A purchaser can see the status (Active/Inactive) in the customer interface of www.odishafdc.com and take steps for its 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 instrument (either online payment/ NEFT) without linking with earnest money deposit and scanned copies of such documents are to be uploaded in the portal.

The bidder can submit multiple offers at multiple times 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, OFDC will have the right either to reject / accept the offers in favour of the tenderer, who has first offered the offer(s) in the e-tender 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.

10. The purchaser shall furnish his complete e-mail and postal address clearly during registration/renewal 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 it returns undelivered. Communications to this office if any may be made through the following e-mail IDs.

i) eprocurementcell13@gmail.com ii) hokl@odishafdc.com

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

(a) During e-tender sale of processed, growers, inferior, seized and departmentally collected phal kenduleaf 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 Online payment or RTGS/NEFT.

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

(c) During e-tender / auction for resale of advance sale phal K.L. lots in deregulated areas if any, the intending purchaser is required to pay earnest money deposit [EMD] @ Rs 2,00,000 (Rupees two lakhs only) per lot before participation in the sale.

(d) No tender/bid without requisite earnest money deposit as above will be considered valid and it will be rejected during evaluation. **Further the Earnest money will not be accepted in shape of cheque /cash/draft.**

(e) In case the offer is accepted during e-tender /auction sale as above, the earnest money will be adjusted towards the security deposit. The earnest money will be refunded to the unsuccessful tenderer[s]/bidders after finalization of sale.

(f) No GST is payable on EMD.

(g) The payments towards participation fees and EMD as at clause-9 and 11(a to c) above are to be made in separate instruments either through online payment or RTGS/NEFT in account number 0553002100007489 of Punjab National Bank, Station Square branch, Bhubaneswar bearing IFSC- PUNB0055300 only. Payments through other banks/ accounts are liable for rejection.

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. Further, no withdrawal of lot(s) is allowed once the bidding is completed.

13. PAYMENT OF SECURITY DEPOSITS (S.D.) AND SALE VALUE

In case of processed, growers, departmental collected phal and other advance sale phal kenduleaf lots put to resale, 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. The balance 75% of sale value is to be deposited within 45 days of sale. In exigency further 15 days' time i.e. up to 60 days of sale, would be allowed for payment of balance sale value on payment of additional security deposit of another 25% of sale value within 45 days of sale. However, in case the value of a processed /grower's lot is equal to or less than Rs.5,00,000/ [five lakhs], 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 and advance sale phal kenduleaf lots put to resale, where the 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. For inferior and seized kenduleaf lots of all crop years, the purchaser shall have to pay the full sale value together with admissible taxes etc. within 7 (seven) days from the date 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. either at Head Office or Division office. Separate agreements are to be executed for lots of processed, grower's, inferior, seized, departmental collected phal and advance sale phal lots put to resale. A sample copy of the agreement may be seen in the Head office of Odisha Forest Development Corporation Ltd./Division office on any working day during office hours. In case of Auction sale, the S.D as above shall be paid either at Divisional Manager's Office or at Corporate Office, Bhubaneswar.

If the purchaser fails to deposit the SD/ Sale value within the scheduled period of 15 days /7 days as above, the sale will be liable to be quashed, his registration will be cancelled and the EMD @ Rs 25000/(Rupees twenty five thousand) per lot 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. If the purchaser fails to pay the required sale value within the stipulated period, it will lead to cancellation of sale along with forfeiture of all deposits and the lot(s) will be resold at the cost and risk of the purchaser.

NB: The Managing Director / Director (Commercial) 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.

14. MODE OF PAYMENT OF SECURITY DEPOSIT AND SALE VALUE

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 favour 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 Number	IFS Code
1.	Punjab National Bank, Station Square, Bhubaneswar	0553001800000024	PUNB0055300
2.	Indian Overseas Bank New Station Square, Bhubaneswar	015902000001963	IOBA0000159
3	Syndicate Bank Main branch, Kalpana Square	80013070003318	SYNB0008001

N.B.-For the purpose of transfer of funds through RTGS/NEFT/Online, the purchaser(s) has to transfer the funds from his/their account. No transfer from account of other individuals/firm will be entertained.

15. 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.

16. LIFTING PERIOD

(a) PROCESSED, DEPARTMENTAL COLLECTED & OTHER PHAL LOTS PUT TO RESALE& GROWER'S LOTS

On payment of sale value and taxes etc, lifting would be allowed up to 75 days of sale without any rent. On 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. However, in case of **processed lots of 2019 and arrear crops**, lifting would be allowed up to 75 days of sale without any rent and on failure to lift within 75 days, further time of 15 days i.e. up to 90 days of sale would be allowed by the concerned Divisional Manager, on realization of go-down rent @ Rs 5/-per bag. In case the purchased lot(s) is not lifted within 105 days/90 days of sale as above, 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 unlifted lot(s) will be treated as **unclaimed property** and OFDC will be free to resale it as property of O.F.D.C. Ltd. in the very next sale at the cost and risk of the purchaser.

(b) IINFERIOR AND SEIZED LOTS OF ALL CROP YEARS

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 additional rent @ Rs1,000 (Rupees one thousand) per lot per week or part of a week. In case of inferior phal lots if any penalty@ Rs.5/- (Rupees five only) per actual bag per month or part of a month would be realized. 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 cost and risk of the purchaser.

17. BANK GUARANTEE

A purchaser may at the discretion of the Director-[Commercial] / 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 45 [Forty-five] days of the sale or otherwise as shown in the allotment order. Lifting of kenduleave 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 favour 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 45 [Forty-five] 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.

18. 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 and to be realized from the purchaser. Income Tax and surcharge as applicable, will be collected

at source as per provisions of Section 206 C of Income Tax Act except those who produce the required exemption certificate from the Assessing Officer of the income tax department, to the extent of such exemption limit fixed as mentioned in the said certificates.

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

20. 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.

MANAGING DIRECTOR

Memo No. _____/dt.

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 favour of information.

MANAGING DIRECTOR

Memo No. _____/dt.

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 Kenduleave as and when approached.

MANAGER (COMMERCIAL)

Memo No. _____/dt

Copy forwarded to the General Manager, OFDC Ltd., Sambalpur, Bolangir, Bhubaneswar and Berhampur (Com) Zone for favour 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.

MANAGER (COMMERCIAL)

Memo No. _____/dt

Copy forwarded to all Registered and renewed K.L Purchasers for 2020-21 for information and necessary action.

MANAGER (COMMERCIAL)

Memo No. _____/dt

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

MANAGER (COMMERCIAL)