



**E-TENDER FOR ADVANCE SALE OF PHAL
KENDULEAF OF 2025 CROP & RESALE OF
LOTS OF 2021 & 2023 CROP YEARS**

**Period of Sale-: From 10.00 hours to 17.00 hours of 05.02.2025.
BHUBANESWAR**

INDEX

Serial No.	Name of the OFDC Division	Name of the Forest KL Division	Lots put to sale	
			Advance sale lots of 2025 crop	Resale lots of arrear crops
1. Adv Phal (Deregulated)	NOWRANGPUR	NOWRANGPUR	09	01
	JEYPORE	JEYPORE	-	03
2. Adv Phal (regulated)	JEYPORE	JEYPORE	-	03
TOTAL			09	07



ଓଡ଼ିଶା ବନ ଉନ୍ନୟନ ନିଗମା ଲିମିଟେଡ୍ Odisha Forest Development Corporation Limited

(A Government of Odisha Undertaking)
CIN-U02005OR1962SGC000446

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

NOTIFICATION NO-1667 DATED-20.01.2025

This is for information of all concerned that the unsold phal kendu leave lots of 2025 crop (advance sale) along with resale lots of all crop years will be put to sale through e-tender on 05.02.2025 as per following Schedule: -

1.	Type of materials to be put to sale	Advance sale phal KL lots of 2025 crop in deregulated areas along with resale lots.
2.	Date and time of availability of lot list, terms and conditions and documents in the website of OFDC Ltd.(www.odishafdc.com)	From 27.01.2025
3.	Period of sale in the e-tender portal of OFDC	From 10.00 hours of 05.02.2025
4.	Opening of e-tender	At 17.15 hours of 05.02.2025

In case of advance sale of 2025 crop, the subsequent treatment, transport arrangements of the green leave to the go-down will be done by the respective purchaser at his own risk and cost. Interested purchasers are required to be registered/renewed with OFDC Ltd. for the financial year 2024-25, in order to take part in the sale. Facility of online registration/renewal is available in the Customers login in the home page of our website. The tender document/ participation fee as well as earnest money deposit (EMD) are to be received through online mode only. Further details can be obtained in the above address.

For Odisha Forest Development Corporation Ltd.

Sd/-
Managing Director

**Notice and Terms & Conditions inviting e-Tender for Advance Sale of Phal Kenduleaf of
2025 crop in Deregulated areas as per Notification No-1667 dt.20.01.2025**

Managing Director, Odisha Forest Development Corporation Ltd. (OFDC) on behalf of Government of Odisha, invites online offers/bids from the intending purchasers being registered /renewed for the purpose with OFDC Ltd. for the financial year 2024-25, for advance sale of phal kenduleaf (KL) of 2025 crop year in respect of 09 lots in deregulated areas of Forest (KL) Divisions as below:

Name of OFDC Division	Name of Forest KL Division	Number of lots put to sale
Nowrangpur(C-KL)	Nowrangpur	09
	Total	09

Introduction

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

1. Registration

For fresh registration, a purchaser 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 link to the 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. For online registration, an amount of Rs.20,000.00 (Rupees twenty thousand) only is to be paid either through Debit /Credit card /Net banking / UPI gateways. 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 financial year through online payment of Rs.1180.00 (Rupees one thousand one hundred eighty only) towards renewal fee of Rs 1000.00 along with GST @18%, which is non- refundable. Failure to renew the registration will debar a purchaser from participation in the sale.

NB: -Divisional Manager, Sambalpur(C-KL) Division/Head Office may be contacted for offline registration /renewal if required.

2. Definitions and instructions to Tenderers

i) The definition of different words and expressions which have been used in this notice including its Annexures and Schedule, shall unless the context otherwise requires, be as are given in **Annexure-I**. The terms and conditions of sale and instructions for tenderer shall form part and parcel of this sale notice, and shall be construed as included in this notice for all purposes.

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

iii) Offers are to be quoted for purchase of green kenduleave in form of lots comprising of all Phadies in a K.L. Section quoting the rate per standard bag (SB) of 50,000 leave (1250 kerries and each kerry containing 40 leave including two cover leave) in whole rupee, excluding admissible taxes etc. The details of lots along with phadi list is shown at **Annexure-II**.

3. Provisions of Statutory Acts and Rules

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

4. Participation Fees for e-tender sale

The tenderer is required to pay Rs.500.00 + GST@18 % towards cost of tender form/participation fees through on-line mode only (Debit / Credit card / Net banking / UPI gateways) which is non- refundable. Transaction charges applicable for various mode of online payment if any, shall be borne by the bidder.

5. Earnest Money Deposit (EMD)

The tenderer is required to pay Earnest Money Deposit (EMD) @ Rs 2,00,000 per lot in deregulated areas through online mode only (Debit / Credit card / Net banking / UPI gateways). Transaction charges applicable for various mode of online payment shall be borne by the bidder.

6. Receipt of offers in the e-tender portal and instructions to the Tenderers

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

Start date or receipt of offers in the e-tender portal of OFDC Ltd (www.odishafdc.com)	From 10.00 hours of dt.05.02.2025
Last date and time for receipt of offers in the portal (www.odishafdc.com)	Up to 17.00 hours of dt.05.02.2025

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

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

7. Acceptance of offers

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

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

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

8. Security Deposit

i) Lot wise payable provisional Security Deposit (SD) for 2025 crop is exhibited at **Annexure- III**.

The successful purchaser(s) shall have to pay the provisional Security Deposit against the lots sold in their favor within 15[Fifteen] days of issue of ratification order. If the required amount of provisional security_deposit is not paid at corporate office within 15 days from the date of issue of ratification order, the sale of the lot(s) will be cancelled and the EMD as well as registration fees will be forfeited to OFDC and the lot will be resold at the risk of the purchaser(s). The firm may also be black-listed up to a period of three years.

(ii) After final collection of leave, the purchaser has to pay the differential amount of SD up to the extent of 25% of the purchase price of the lot(s) within 15.06.2025 failing which it will be considered as violation of purchaser's agreement and in that case, the sale as well as the agreement will be cancelled and the provisional security deposit will be forfeited. The stocks will be resold at the risk of the purchaser(s).

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

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

9. Execution of Purchaser's Agreement

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

(ii) The purchaser shall have to execute an agreement with OFDC Ltd. in the form given in **Annexure-IV** (Purchaser's agreement) in respect of every lot separately on payment of Provisional Security amount as per details in **Annexure-III** within 15 days of issue of the acceptance order including the date of issue. After final collection of leave, the purchaser has to pay the differential amount up to 25% of sale value towards Security deposit within **15.06.2025**, failing which it will be considered as violation of purchaser's agreement and in that case, the sale as well as registration with OFDC Ltd., will be cancelled and provisional security deposit will be forfeited. The stocks will be resold at the cost and risk of the 1st purchaser(s).

(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 for a period which may extend upto 3 (three) years. Further, the said lot will be resold at the cost and risk of the purchaser and the amount of loss on such resale shall be recovered from the last purchaser.

(iv) The contract period of agreement will be valid up to **28/02/2026**.

10. 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 Instalment</u>	<u>Due Date of payment</u>
Ist	15/07/2025
IInd	16/08/2025
IIIrd	15/09/2025

All payments like security deposit (SD), sale value and taxes etc. are to be made in shape of account payee bank draft/demand draft drawn on any Nationalized/Scheduled Bank payable at Bhubaneswar in favor of Odisha Forest Development Corporation Ltd. Amount towards Income Tax (TCS) is to be deposited at the o/o Divisional Manager (C-KL) concerned. Payment through RTGS/NEFT can also be made through following accounts under intimation of details with UTR number, name of the bank, date of transfer and amount transferred etc. to the corporate office.

Item of payment	Mode	Name of the Bank/Branch	A/C No. & IFSC Code
Payment of security deposit, sale value and taxes etc.	(RTGS/NEFT)	Punjab National Bank, Station square Branch	0553001800000024 IFSC- PUNB0055300
		Indian Overseas Bank, New station square Branch	015902000001963 IFSC-IOBA0000159

Such payments should come from the account of the purchaser or partner only or else, it may not be entertained.

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

11. Delivery of leave

(i) Delivery of leave will be made after payment of the installment value along with taxes etc. as due in accordance with the provisions contained in the para 10 above and **Annexure –IV**.

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

(iii) At the time of removal of leave from the go-down, opening of bags for selection of leaf from the entire stock of the lot, will not be permitted in any manner. The removal of bags will be permitted from one side of the stack only, from which the removal has commenced. If the evidence of selection of leave /bag or removal of leave from more than one side of stack is found during inspection, in that case, it will be considered as specific violation of the purchaser's agreement and action will be taken at the discretion of Managing Director, OFDC Ltd.

iv) A purchaser at the discretion of the Director (C) /Managing Director of OFDC Ltd, upon making an application to lift kendu leaf stocks through Bank Guarantee (BG) and obtaining prior confirmation in writing, may be allowed to avail the facility of taking delivery of kendu leaf 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**.

12. 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.

13. The purchaser shall furnish his complete e-mail and postal address 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 may be made through e-mail hokl@odishafdc.com only.

14. Loss on Re-sale

In the event of cancellation of Purchaser's agreement, the amount of loss on resale will be computed as follows:

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

If the dues to be recovered from the purchaser exceed the amount of security deposit, the amount in excess shall unless made good to the corporation within 15 days from the date of issue of the notice to that effect, be recoverable by way of initiating legal proceedings or through Orissa Public Demand Recovery Act 1962(Orissa Act-I of 1963).

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

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

For Odisha Forest Development Corporation Ltd

Sd/
Managing Director

DEFINITIONS OF WORDS AND EXPRESSIONS USED IN THE NOTICE, TERMS & CONDITIONS AND ANNEXURES IN CONNECTION WITH NOTIFICATION NUMBER 1667 Dated 20.01.2025.

(For lots in both regulated & deregulated areas)
(Reference clause no-2 of Notice)

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

- (1) “ACT” means, the Orissa Kenduleaf (Control of Trade) Act, 1961 and other ancillary acts & rules made there under in connection with such trade.
- (2) “GOVERNMENT” means, the State Government of Odisha as well as Central Government.
- (3) “CORPORATION” means, Odisha Forest Development Corporation Ltd. having its registered Office at A/84, Kharavela Nagar, Bhubaneswar-751001.
- (4) “CHIEF CONSERVATOR OF FORESTS” means Chief Conservator of Forests of the concerned Kenduleaf Circle.
- (5) “DIVISIONAL FOREST OFFICER” means the Divisional Forest Officer of the concerned Kenduleaf Division.
- (6) “ACF” means concerned Asst. Conservator of Forests of Kenduleaf Division who is also called as SDFO in-charge of K.L. Sub-Division
- (7) “RANGE OFFICER” means Forest Range Officer of the concerned K.L. Range.
- (8) “SECTION” means the geographical area of each K.L. Section in a K.L. Range.
- (9) “SECTION IN-CHARGE” means the officer of K.L. Organization of Forest Department of Govt. in-charge of the concerned Section.
- (10) “GENERAL MANAGER” means concerned General Manager-C Zone of the Corporation.
- (11) “DIVISIONAL MANAGER” means the concerned Divisional Manager(C-KL) Division of the Corporation.
- (12) “PURCHASER” means, the purchaser participated in the tender/Auction/e-tender by fulfilling all conditions of the sale and accepted as successful tenderer/bidder.
- (13) “AMOUNT DUE” means, the amount which is the total of the purchase price of the lot and the tax etc. payable on it, which the successful purchaser will have to pay. The purchase price along with taxes, levies, fees etc. payable on the collected/purchased quantity in addition to the notified quantity will also be included in it.
- (14) “ANNEXURE” means annexure to the sale notice.
- (15) “ARREAR” means any amount outstanding against tenderer/ purchaser which is due for payment to the Corporation and intimation of which has been sent by the Corporation or their officer by Registered/Speed Post at least 15 days prior to the last date of submission of the Tender.

(16) “COLLECTION SEASON” means, period of the calendar year **2025** commencing from the date of collection of leave till final collection.

(17) “LOT” means the kenduleaf to be collected by the K.L. organization of Forest Department of one K.L section of that particular K.L Range.

(18)“PURCHASE PRICE” means, the amount which is arrived at by multiplying the purchase rate defined in (19) below by the actual quantity collected in standard bags of the lot.

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

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

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

(22)“TENDERER/BIDDER” means a person or a Registered firm or Society, legal company etc. registered with Odisha Forest Development Corporation Ltd and renewed for the year **2024-25**, who offers tender for the purchase of kenduleaf in accordance with the terms and conditions herein contained which expression shall include his heirs, successors, representatives and assignees.

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

(24)“KERRY” means a bundle of 40 kenduleaf including two cover leave.

(25)“STANDARD BAG” means 50,000 kenduleaf, consisting of 1250 kerries comprising of 40 kenduleaf including two covers leave in each Kerry.

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

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

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

Sd/
Managing Director

List of Phal Kenduleaf Lots in Deregulated Areas

LOT NO.	FOREST RANGE	SECTION	UNIT NO.	QUALITY	ESTIMATED QNTY (in STANDARD BAG)
1. <u>NOWRANGPUR</u> ---> <u>CROP YEAR</u> ---> <u>2025</u>		OFDC DIVISION	<u>NOWRANGPUR</u>		---> FOREST KL DIVISION
1. PHAL2025/3	Umerkote	Beheda	105(A)	Phal	0
2. PHAL2025/6	Raighar	Raighar-i	105[A]	Phal	0
3. PHAL2025/9	Raighar	Jodenga	105(A)	Phal	0
4. PHAL2025/10	Raighar	Kunde	105(A)	Phal	0
5. PHAL2025/15	Dabugaon	Dabugaon	105	Phal	0
6. PHAL2025/17	Dabugaon	Nuakote	105	Phal	0
7. PHAL2025/18	Dabugaon	Jatabal	105	Phal	0
8. PHAL2025/23	Nowrangpur	Nowrangpur	106[A]	Phal	0
9. PHAL2025/25	Nowrangpur	Bikrampur-A	106[A]	Phal	0

ABSTRACT REPORT

OFDC DIVISION	FOREST KL DIVISION	LOTS PUT TO SALE	QUANTITY (in STANDARD BAG)
1. NOWRANGPUR	1. NOWRANGPUR	09	0.00
	TOTAL	09	0.00

ANNEXURE-II

LIST OF COLLECTION CENTERS [PHADIES] OF PHAL KL LOTS OF 2025 CROP (DEREGULATED AREAS)			
FOREST KL DIVISION	RANGE	SECTION	PHADIES
NOWARANGPUR	DABUGAON	DABUGAON	1.BANKOLI
			2.BODAKHUNA
			3.CHHELIBEDA
			4. DANGRIGUDA
			5.DHAMNAGUDA
			6.DURKADANGRI
			7.GARUDAGUDA
			8.JUNAPANI
			9.KOILARY
			10.KONDAPURI
			11.MAHENDRI
			12.MANGRACHACHARA
			13.MENDRIGUDA
			14.MOTIGAON
			15.PUJARIGUDA
			16.RABANAGUDA
			17. TOINLAGUDA
			18.TARAGAON
			19.TALBEDA
			20.UMURAHANDI
		JATABAL	1.AMBLIPADAR
			2.BIRIGUDA
			3.BORDI
			4.DAMAPALLA
			5.DONGRA
			6.DUMADEI
			7.JATABAL
			8.KENDUGUDA
			9.KHUTIGUDA
			10.MAJHIGUDA
			11.MUNDAGUDA
			12.PANJHARIAGUDA
			13.PATRI

		NUAKOTE	1.BOTAKORI
			2.BHEJA
			3.CHEPTIAMBBA
			4.DANGRIGUDA
			5.DHOUDAMAL
			6.GHUSURABEDA
			7.GIRLIGUDA
			8.JAMGUDA
			9.KALIAGUDA
			10.KANTAMAL
			11.KUCHHA
			12.KUMJHARIAGUDA
			13.LODI
			14.MANIAGUDA
			15.MANIGAON
			16.MUSAPALLA
			17.NUAKOTE
			18.PUJARIGUDA
	NABARANGPUR	BIKRAMPUR-A	1.BADAMASIGAON
			2.BAGHDORI
			3.CHURCHUNDA
			4.KARCHAMAL
			5.KUSUMPALI
			6.MODEIGAON
			7.M.N GUDA
			8.PARAJAGUDA
			9.RAJODA
		NABARANGPUR	1.BODAMUNDA
			2.BANGAPALI
			3.BHIMAGUDA
			4.BIKRAMPUR
			5.DANAGUDA
			6.DHARNABEDA
			7.MAJHIGUDA-B
			8.SANYASIGUDA
			9.TIRLIAMGUDA
	RAIGHAR	JODENGA	1. BORGAM
			2.BHIMABHATA
			3.BIRPUR
			4.DEOBHARANDI
			5.HIRI
			6.JALANGPORA
			7.JODENGA
			8.KOSKONGA
			9.KERADIHI
			10.MARIPARA
			11.ORMAKOTE
			12.POWERBEL
			13.SOBHAPARA
			14.TURUDIHI

		KUNDEI	1.DHANARA
			2.DHODRASIMUNDA
			3.DHUNGIADIHI
			4.HATBHARANDI
			5. KANDETORA
			6.KAUDOLLA
			7.KERAPARA
			8.KHILOLI
			9. KHUDUKU
			10.KUNDEI
			11.MARIGAON
			12.SAMARDIHI
			13.SUNAPUR
		RAIGHAR-I	1.CHALANPARA
			2.DONGRIPARA
			3.DUGULIPARA
			4.JUNANI
			5.KARBELA
			6.KASRABHATA
			7.MOHAND
			8.RAIGHAR
			9.SARGULI
			10.TARIGAM
	UMERKOTE	BEHEDA	1.BANIPADAR
			2.BEHEDA
			3.JADAGUDA
			4.KERIPADAR
			5.KESARBEDA
			6.KHADAKA
			7.KOPENA
			8.KURSHI
			9.KUSUMGUDA
			10.NANGAGUDA
			11.TARAGAON
			12.TOHARA

LOTWISE PAYABLE PROVISIONAL SECURITY DEPOSIT (S.D.) FOR PHAL KENDULEAF LOTS OF 2025 CROP IN DEREGULATED AREAS			
Name of the Forest KL Division	Name of the Section	Lot No.	Provisional S.D. Payable (In Rs)
1	2	3	4
	Beheda	3	19,00,000
	Raighar-I	6	10,00,000
	Jodenga	9	10,00,000
	Kundei	10	13,00,000
	Dabugaon	15	17,00,000
	Nuakote	17	17,00,000
	Jatabahal	18	15,00,000
	Nabarangpur	23	10,00,000
	Bikrampur(A)	25	10,00,000

PURCHASER'S AGREEMENT
(Condition 9 of tender call notice)
(For deregulated Area)

This agreement made this. (day) of (month).....(year) between the Odisha Forest Development Corporation Ltd. through its.....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 Villageand carrying on business in partnership with (i) Shri (ii) Shri (iii) Shri in name and style ofa 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 Kenduleave in the entire Nowrangpur (KL) Division and Malkangiri district of Jeypore (KL) Division has been deregulated by the State Government vide notification no- 9781/KL-7/13 dt 08.5.2013 and 70/KL-7/2013 dt 01.01.2014 of the then F & E Dept, Odisha respectively.

Whereas, the Government has allowed OFDC Ltd. for disposal of kenduleave as would be collected in such areas by the kenduleaf wing of Forest Department, and the Corporation had invited online offers for advance sale of said kenduleave during 2025 collection season vide its Notice no- **1667 Dt 20.01.2025** and has accepted the rate offered by the purchaser for purchasing the kenduleaf of lot No- KL Section name - and which has been more fully described in the enclosure of Annexure-II and schedule of the said sale notice on terms and conditions hereinafter mentioned and has agreed to appoint him as purchaser of the said lot for the period ending **28/02/2026**.

Now therefore this agreement witnesses as follows:

1.PERIOD OF PURCHASER'S AGREEMENT

This agreement will remain in force from the date of sale of the lot as well as its execution up to **28/02/2026** unless terminated earlier, under the terms and conditions of this agreement.

2.PARTS OF THE AGREEMENT

This agreement shall always be deemed to be subject to the provisions and orders and statutory modifications made from time to time by Government of Odisha and the terms and conditions of the said sale notice including the general/ other terms and conditions of the e-Tender and expressions contained in Annexure-I, all of which shall form part of and shall be deemed to have become part of this agreement and which shall be construed to have been specifically provided for in these presents.

3. PURCHASE RATES ETC.

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

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

I.(a) The purchaser shall take possession of all the green kenduleave as would be made available to the KL section at all collection centers given in schedule and any other additional centers decided by the concerned Divisional Forest Officer-KL, within next day of the date of collection from the KL section or any person authorized by the Divisional Forest Officer-KL. The purchaser will not purchase kenduleave directly from collectors/producers. The purchaser is however allowed to keep his agents/ representatives in the phadies related to him at the time of purchase of green leaves by KL organization of Forest Department.

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

(b) The purchaser will take possession of kerries only on the collection centers mentioned in 4.1(a) above. The leave found on unauthorized phadies /place will be forfeited in addition to other action under this contract at the discretion of Managing Director, OFDC Ltd.

(c) No subsequent treatments to the delivered kenduleave 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 kilometer of village habitation.

II] The KL Section in-charge will organize purchase of kenduleave from the interested sellers and pay the collection charges as per rate fixed by the State Government.

III] Purchaser shall appoint a representative for each collection center. Purchaser will submit list of such representatives along with samples of their attested signature, addresses and photographs in duplicate to the concerned Divisional Forest Officer-K.L. on or before 01/04/2025.

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 kenduleave 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 kenduleave. The leaves which have been delivered to the purchaser and the leave, delivery of which has not been taken by the purchaser within next day of the date of collection, will be at the risk of purchaser at the collection centers.

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

VI) If the Purchaser fails to take delivery of the kenduleave within next day of the date of collection, it will be considered as violation of the purchaser's agreement and in addition to any action for such violation, the concerned Divisional Forest Officer-KL at his discretion may also take following action for the part or the whole quantity of the kenduleave.

a] May refuse the delivery of kenduleave to the purchaser.

b] May take further prescribed operations departmentally.

c] May deliver the leave to the purchaser only after recovering the supervision charges @ Rs.50/- per standard bag.

d] If the leaves are delivered to the purchaser after drying and bagging done by Forest Department, then the purchaser will pay supervision charge as in VI[c] in addition to the expenditure incurred on drying and bagging etc. as decided by the concerned Divisional Forest Officer-KL, whose decision shall be final and binding on the purchaser.

VII) The purchaser shall not refuse to take the delivery of the kenduleave offered by the KL section in-charge unless leaves are unfit for the manufacture of bidi. The leave 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 at the collection center within two days which will be final and binding on the purchaser.

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

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

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

XI) If the concerned Divisional Forest Officer-K.L. at his discretion communicates to take the delivery of hessian cloth and Jute twine, the purchaser shall be bound to take delivery of such quantity at the rate to be mutually agreed between the Divisional Forest Officer-KL and the purchaser.

5. PAYMENT OF SECURITY DEPOSIT

Basing on the actual quantity of leave collected by the section, the purchaser has to pay balance security deposit covering up to 25% of the purchase price of the lot within **15.06.2025**, failing which it will be considered as violation of purchaser's agreement and action will be taken as per clause 8(ii) of tender notice. If the 25% S.D. payable on actual collected quantity of leave in a lot, is less than the provisional S.D. already paid, then the surplus amount would either be refunded as such to the purchaser or adjusted against 1st instalment of sale value.

6. PROCEDURE FOR PAYMENT OF AMOUNT DUE AND LIFTING OF KL BAGS

6.1.(a) If the purchaser wants, he can remove the bagged kenduleave of the lot from the collection centers (phadies) 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 leave released from the phadies after paying the full balance amount due and expresses his written desire to store the leaves in the godowns under double lock of purchaser and Corporation to avail the facility of the payment in instalments, he will be permitted to transport the leaves from phadies to the godowns in the State of Odisha specially approved for this purpose by the concerned Divisional Manager-CKL or any officer authorized by him. OFDC will acknowledge the stocks in the central godowns and maintain a register to this effect.

If the concerned Divisional Manager-CKL directs the purchaser to take the godowns of Forest Department/Corporation on rent, he will be bound to do so on payment of the rent @Rs.20/-per actual bag and can keep the leave in the godown till **28/02/2026**. In case Govt/OFDC godowns are not available, the purchaser can store the leave in his own/rented godown under double lock of purchaser and Corporation. Without availing the Govt godowns, if the purchaser wants to store the leave in private/own godown, then in addition to payment of go-down rent to the owner of go-down, he has to pay compensation @ Rs10 per actual bag to OFDC up to **28.02.2026** or @ Rs.2/- per actual bag if the full sale value will be paid by **30.06.2025**. The payment of rent/compensation will have to be made by **31/05/2025** to concerned OFDC Division.

NB- The purchaser has to submit an **Indemnity Bond** before the Divisional Manager concerned by 30.06.2025 to clear the rent of the private godowns.

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

Instalment no	Due date of Payment of Installment
1st	15/07/2025
2nd	16/08/2025
3rd	15/09/2025

6.2. The purchaser will be entitled to remove up to 1/3rd quantity of kenduleave from the godown on payment of one instalment. If the purchaser fails to pay any instalment of the amount due by the due date as above, the sale will be liable for cancellation. OFDC may allow for deposit of the amount beyond due date on realization of interest at the rate of **0.05%** per day. If the due date of any instalment falls on a Sunday or public holiday, the next working day will be taken as the due date for the purpose of calculation of interest.

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

i) Supervision charges shall be payable @ Rs5000/-per month per complex if leave 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 leave of more than one Forest KL Division are stored in a single complex.

iii) If the purchaser pays the full sale value, taxes and other dues against the K.L stock in a lot and if the stocks on final delivery, have been kept in his own godown, no supervision charge will be paid by the purchaser and the stock will be lifted at the risk of the purchaser.

(b) Part of a month shall be treated as full month for the purpose of calculation of supervision charges. In case of non-payment of supervision charges in advance by the 20th day of the month, interest @ 0.05% per day will be recovered from the purchaser.

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

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

6.5. The purchaser shall have to get the leave kept in the godown/ godowns insured against possible loss due to any cause. The insurance of leave shall be an amount which is in no case be less than the amount due against the purchaser at any time. If there is any loss to kenduleave by any reason, the compensation shall be payable by the Insurance Company directly to the Divisional Manager-CKL and the purchaser shall have to get this provided accordingly in the Insurance Policy to the satisfaction of the concerned Divisional Manager-CKL. These are specific provisions of the facility of go-downing. The detail particular of go downing of leave is to be intimated to the Insurance Company each month from **April-2025** onwards by the purchaser and DM concerned. If the insurance company fails to pay compensation to the Corporation for any reason, the purchaser shall be liable to make such payment. In case of any difference between the amount paid by the Insurance Company and the amount payable to the Divisional Manager-CKL, the purchaser shall pay the differential amount.

NB: Insurance of the stocks may not be insisted after payment of full sale of the lot by the purchaser. However, an undertaking would be submitted by the purchaser to the effect that the loss/ damage of KL during the period from the date of final payment / billing till complete lifting would be at the risk and cost of the purchaser.

7. FACILITY OF DELIVERY OF LEAVE AGAINST BANK GUARANTEE

a) Subject to the provision contained in para 11[iv] of the sale notice, if the purchaser wants to avail the facility of taking delivery of leave against Bank Guarantee, then he shall submit bank guarantee equal to 40% of the purchase price, of any Nationalized Bank in favor of Managing Director, OFDC Ltd., Bhubaneswar before the payment of 1st instalment falls due. In such a case the leaves can be transported from godowns only and not from phadies. The leave will be released as per the following terms and conditions.

- i. Bank guarantee shall be valid up to **30/04/2026** and it should be confirmed by the bank. The guarantee shall be in favor of the Managing Director, OFDC Ltd, Bhubaneswar.
- ii. After confirmation of bank guarantee from the bank and the Regional Office of the Bank under whose jurisdiction it comes, 1/3rd part of the leave will be released to the purchaser on payment by him of all taxes payable pertaining to 1st installment.

- iii. On payment of 1st installment along with all payable taxes through Bank/demand draft as per condition 6.I.c by the purchaser another 1/3rd part of the leaves will be released to him and likewise on payment of the second installment, another 1/3rd part of the leaves will be released to him and so on.
- b) (i) In the event of non-payment of any installment on due date, the bank guarantee shall be invoked and till the payment is received, interest thereon at the rate of 0.05% per day will also be recovered from such invoked amount and the purchaser will not be allowed to avail the facility for lifting of KL stocks against the Bank Guarantee in future. The bank guarantee will be released after the payment of last 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 invocation of the Bank guarantee, is that of the purchaser.
- iii) If the Corporation is unable to recover any amount due to it on account of the non-invocation of the Bank guarantee for any reason, whatsoever, the amount due shall be payable by the purchaser and on his failure to do so, it shall without prejudice to the right of the Corporation regarding encashment of the Bank guarantee be recoverable as an arrear of land revenue from him, as also from any other amount of the purchaser held by the Corporation pertaining to this agreement or any other agreement subsisting or that may be executed in future.
- iv) Non-encashment of Bank guarantee for any reason whatsoever resulting in non-payment of the amount due to Corporation under this agreement shall be deemed to be a specific breach of this agreement on account of which this agreement shall be liable to be terminated and the purchaser may be blacklisted for a period up to 5 years and action will be taken according to sale conditions.
- v) The Bank guarantee for the purpose of this clause shall be furnished in the form given in Annexure-V enclosed with the Tender Notice.

8. PAYMENT OF TAXES

- i) Under this agreement an installment shall not be deemed to have been paid unless all taxes due thereon are also fully paid.
- ii) The Purchaser shall pay all the admissible taxes/ cess/ duties etc. at the time of billing as per rule and as amended from time to time, through Account payee bank/demand draft in favor of OFDC Ltd payable at Division office concerned.
- iii) The purchaser unless exempted by the Income Tax Authorities in the prescribed Format, shall pay the Income Tax due under the Income Tax Act 1961 to OFDC Ltd. The PAN is required to be linked to Adhar as per stipulation. The purchase price of any part of leave shall not be deemed to have been paid unless Income tax payable on it has also been fully paid.

NB: In case the PAN of the purchaser is inactive on the date of billing, then TCS will be collected at twice the rate applicable for the product. In case any demand is received by OFDC on account of income tax, that will be payable by the purchaser. The Purchaser is therefore required to submit an Indemnity Bond to this regard before the concerned Divisional Manager, OFDC Ltd.

9. ISSUE OF DELIVERY CERTIFICATE

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

10. COMPLIANCE OF AGREEMENT

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

11. SECURITY DEPOSIT

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

(ii) The provisional as well as final security deposit can be adjusted either wholly or in part, as the case may be, by the Director(C)/ Managing Director towards any amount recoverable from the purchaser, including the purchase price under provisions of the act and rules. Purchaser's agreement and the terms and condition of the tender notice and all such deductions shall have to be made good, by the purchaser by depositing an equal amount within 15 days of issue of the notice to that effect.

(iii) If the dues to be recovered from the purchaser exceed the amount of provisional security deposit or S.D., the amount in excess shall unless made good to the concerned Divisional Manager-CKL within 15 days from the date of issue of the notice to that effect, be recoverable through legal proceedings.

(iv) The Security Deposit shall be adjusted in the last installment if the delivery is given from the godown and towards the full payment, if the leaves are released from the phadi after confirmation of the fact that the purchaser has complied with all the terms and conditions of the purchaser's agreement, the act and rules, conditions of tender notice and no amount is outstanding against him, by the Divisional Manager (C-KL).

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

12. VIOLATION OF ACT AND RULES AND PENALTY THEREOF

If the purchaser commits breach of any of the terms and conditions of this agreement and it is not proposed to terminate the agreement on account thereof, the Corporation shall have the power to levy a penalty not exceeding Rs.5000/- for each breach.

13. TERMINATION OF PURCHASER'S AGREEMENT

i) If the purchaser fails to pay the installment sale values or any other amount due or to comply with any of the provisions of the agreement, the Director(C)/ Managing Director of OFDC Ltd may at his discretion and without prejudice to any other right and remedies that may be available to him, terminate this agreement after giving 15 days' notice and an opportunity of hearing to the purchaser and blacklist the purchaser for a period up to 3 years.

ii) The order of termination of the agreement shall be delivered in person to the purchaser or sent by Registered /Speed Post/e-mail. The termination shall be effective from the date of order terminating the agreement.

iii) On termination of the agreement, the Corporation shall be entitled to.

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

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

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

(d) (i) Sell the kenduleave in the godown for which amount due has not been paid and undelivered stock of kenduleave in storage which has been forfeited in favor of the Corporation under condition 13(III)(b) and recover the loss. The same shall also be recoverable by encashment of the Bank guarantee, if any such guarantee has been furnished by the purchaser under clause-7, as also from sale of such leave which has been forfeited in favor of the Corporation. Provided, if the lot is not resold in the first sale after issue of order of termination of agreement, loss will be recovered from the purchaser treating the value of the lot as zero.

However, if the lot is sold in subsequent sale, the amount of sale price recovered as such shall be adjustable against balance amount of loss or be refunded to the purchaser as the case may be. However, no interest will be payable to the purchaser on such amount. In the event of cancellation of purchaser's agreement, the loss to be recovered from the 1st purchaser will be computed as follows:

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

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

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

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

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

(IV) (i) If after termination of the agreement but before sale of the leaves, the purchaser pays the entire amount due including interest, taxes and cess, penalties imposed and restoration fee of Rs5000/- per lot, then 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 concerned Divisional Manager (C-KL). On restoration of the agreement and payment of all due amount along with restoration fee as above, the undelivered stock of kenduleave will be delivered to the purchaser.

(ii) 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 agreement. But in such case, the purchaser shall make payment with an interest at the rate of 0.05% per day on the amount payable including all taxes/ cess and penalties from the original date of payment of concerned installment and restoration fee of Rs 5000/- per lot. On such revival of the agreement, Director(C)/ Managing Director of OFDC may at his discretion, specify the date of payment of installment and period of delivery. The purchaser will have to deposit Rs5000/-per lot, minimum one installment along with due taxes/ cess and interest on the installment with the application for revival.

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

(VI) However, if the purchaser's agreement has not been terminated and the contract period has expired then before the resale of the leave, if the purchase pays the entire amount due including interest all taxes and cess payable, penalties imposed and restoration fee of Rs 5000/- per lot, the Director(C)/ Managing Director of OFDC may at his discretion grant permission to remove the kenduleave on a written application by the purchaser.

14. MAINTENANCE OF ACCOUNTS

The Purchaser shall keep such accounts and records in such forms on collection centers, godowns and other places and shall submit such returns on or before such dates as are prescribed by the Divisional Forest Officer-KL from time to time. The records kept at collection centers, godowns and other places will be produced for inspection to any Forest Officer and person authorized by concerned Divisional Forest Officer-KL/Divisional Manager-CKL. The non-compliance 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 LEAVE AND ISSUE OF TRANSPORT PERMIT

The purchaser shall not transport kenduleave without a valid transport permit issued by the competent authority as contemplated under the act and rules. Recommendation for issue of last transit permit of the lot will be made by the concerned Divisional Manager to competent authority after full payment of due amount. Transport permit issuing authority may consider non-payment if any before issue of transit permit.

17. PAYMENT OF STAMP DUTY

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

18. FIRST CHARGE

(1) The amount of purchase price or the balance thereof as the case may be as is due under the terms and condition of the sale notice and the terms and condition of the agreement, the act and rules shall form first charge on the kenduleave taken delivery of by the purchaser.

(2) The purchaser shall not export or utilize for manufacture of bidi or otherwise dispose off such kendu leave 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 only.

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

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

For and on behalf of Odisha Forest Development Corporation Ltd.

Managing Director/Director (Commercial)

WITNESS:

- 1) Signature
Name
Full Postal Address

- 2) Signature
Name
Full Postal Address

Signed by the above-named Purchaser(s)

in the presence of following witnesses

WITNESS:

- 1)Signature
Name
Full Postal Address

- 2)Signature
Name
Full Postal Address

**FORM OF BANK GUARANTEE BOND
(For both regulated & deregulated Lots)**

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

Bank Guarantee No

Date of issue

In consideration of the Managing Director, Odisha Forest Development Corporation Limited at A/84-Kharavelanagar, Bhubaneswar, Orissa (hereinafter called the 'Corporation') having agreed to exempt Shri /MS. (Indicate name and full address of purchaser) (hereinafter called the 'Purchaser') from immediate full payment of the purchase price of Kendu (Tendu) leaves Lot(s) no- /2025 purchased by him to the extent of (Rupees) only in cash (herein after called the said amount) and accept in lien thereof Bank Guarantee from the purchaser under the terms and conditions contained in the Tender Notice No-1667 dt 20.01.2025 and the general/other terms and conditions of Tender Notice and the clause-7 of Purchaser's Agreement executed on dated for payment of purchase price by him in installment in accordance with and for fulfillment of the terms and conditions contained in the said tender notice and the said Purchaser's Agreement during the period between to

1. 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 Rs (Rupees) only against the purchase price of lot(s) purchased by the purchaser and any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reasons of any breach by the said purchaser of any of the terms and conditions contained in the said Tender Notice, Purchaser's Agreement or by reason of purchaser's failure to perform to said purchaser' agreement or non- observance of any condition of tender sale.

2. Wedo 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 Rs(Rupees) only and it is clearly understood that the guarantee will remain in force till datedIn 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. Wefurther 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. Wefurther agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Tender Notice/Purchaser's agreement executed by the purchaser or to extend time of performance by the said purchaser from time to time or to postpone for any time or from time to time exercise of any of the power exercisable by the Corporation against the said purchaser and to forbear to enforce any of the terms and conditions relating to the said Tender Notice/Purchaser's agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said purchaser or for any forbearance, act or omission on the part of the Corporation or any indulgences by the Corporation to the said purchaser of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the purchaser.

We,lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

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

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)

ଓଡ଼ିଶା ବନ ଉନ୍ନୟନ ନିଗମ ଲିମିଟେଡ୍ Odisha Forest Development Corporation Limited

(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC000446

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

Telephone: -0674-2534086, 2534269 Fax: 0674-2535934

[website: www.odishafdc.com E-mail ID: general@odishafdc.com]



TERMS AND CONDITIONS FOR RESALE OF ADVANCE SALE PHAL KENDU [TENDU] LEAVE LOTS OF 2021 & 2023 CROP AS PER NOTIFICATION NO-18844 DT-07.10.2024.

The resale of advance sale phal kenduleaf of 2021 & 2023 crop year during e-tender /e-auction conducted by OFDC Ltd. will be subject to the following terms and conditions. The purchasers are therefore advised to refer to the terms and conditions before participating in the sale proceedings. The act of taking part in the sale will be deemed as unconditional acceptance of all the terms and conditions 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 2024-25.

Registration- 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 link to the 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. For online registration, an amount of Rs.20,000.00 (Rupees twenty thousand) only is to be paid either through Debit card / Credit card / Net banking / UPI gateways. 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 financial year through online payment of Rs.1180.00 (Rupees one thousand one hundred eighty only) towards renewal fee of Rs 1000.00 along with GST @18%, which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the sale.

NB: -Divisional Manager, Sambalpur(C-KL) Division/Head Office may be contacted for details on offline registration /renewal if required.

2. Payment of Participation Fees and Earnest Money Deposit (E.M.D)

(a) The tenderer is required to pay @ Rs.500/+GST@18 % towards cost of tender form/ participation fees through on-line mode only (Debit card/Credit card/Net banking /UPI gateways) which is non-refundable. Transaction charges applicable for various mode of online payment if any, shall be borne by the bidder.

(b) The intending bidder is required to pay Earnest Money Deposit @ Rs 50/per standard bag as per notified quantity in each phal lot in regulated areas and @ Rs 200000/ per lot in deregulated areas through online mode only (Debit card/Credit card / Net banking /UPI gateways). Transaction charges applicable for various mode of online payment if any, shall be borne by the bidder.

(c) The bidder can participate for bidding in number of lots for which required amount of EMD is paid online.

NB: No amount will be accepted in shape of cheque/cash/draft/RTGS/NEFT towards participation fees and EMD.

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

3. Lot wise bids/ offers shall only be received online quoting the rate per standard bag (SB) of kenduleaf in whole rupee (exclusive of taxes etc.) and on ex-godown basis in the portal www.odishafdc.com during the notified period. It is to be noted that for all purposes, the server time displayed in the customer interface shall be the schedule time of e-tender sale. The bidder can submit multiple offers at multiple time during the period of e-tender/e-auction. The latest offer submitted will be taken in to account for evaluation. For tie offer(s) against lot(s) if any, OFDC will have the right either to reject / accept the offer(s) in favour of the tenderer, who has first tendered the offer in the portal as per timing in the data base.

NB: Bidders are advised to examine carefully all instructions, terms and conditions, lot list etc. including notification/addendum/ corrigendum /amendments regularly in the portal of e-tender/e-auction as well as website of OFDC from time to time.

4. 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 notified quality and quantity of the stock in each lot.

5. The phal resale kenduleaf lots will be sold on **“as is where is basis”** and hence no post purchase complaint regarding the quality and other defects will be entertained.

N.B: - In case of e- tender sale, the date of sale means the date of issue of ratification order and in case of e-auction sale, the date of sale means the last day of auction sale. In case of provisional sale of lots, 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.

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, 2022-23 and 2023-2024 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 rules and regulations of Forest Department in connection with the purchase and transit of the kenduleaf.

9. 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 ID hokl@odishafdc.com

10. The tenderer/bidder will not be eligible to rescind or withdraw his offer between the date of submission of offer and the date of final approval by the Corporation provided that the date of acceptance does not exceed 45 days from the last date of offer. Further, no withdrawal/ modification of offer is allowed once the bidding is completed.

11. PAYMENT OF SECURITY DEPOSITS (SD) AND SALE VALUE

a) The Purchaser whose offer/Bid is finally accepted, shall have to pay Security Deposit either through RTGS/NEFT or in shape of bank draft drawn in favour of OFDC Ltd. on any nationalized/ scheduled bank payable at Bhubaneswar @25% of the sale value calculated as per notified quantity, within 15 days from the date of sale. However, if the sale value of a lot is equal to or less than Rs 2500000/(Rupees twenty five lakhs), then the purchaser has to pay the full sale value within 15 days of sale instead of Security Deposit.

b) The Security deposit or full sale value of the accepted lot(s) as the case may be, is to be paid within the stipulated period failing which the sale will be liable to be quashed with cancellation of vendor registration with OFDC Ltd. and forfeiture of EMD as well as registration fees to Corporation. The purchaser/firm may also be blacklisted for a period which may extend up to three years. However, in case of satisfactory completion of the contract, the security deposit of KL lot[s] shall be adjusted towards the purchase price of the lot[s] by the concerned Divisional Manager-CKL.

c) The balance 75% of sale value in respect of each phal kenduleaf lot (where the sale value is equal or more than rupees twenty- five lakhs) is to be paid 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, failing which it will lead to cancellation of sale of the lot(s) along with forfeiture of Security and other deposits available with OFDC Ltd. and the lot(s) will be resold at the cost and risk of the purchaser.

12. 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. 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.

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.

13. 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 in the following bank accounts:

	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

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

14. If the due date of payment of security deposit, addl. security deposit (ASD) and sale value falls on a Sunday/holiday (as per calendar/declaration of Govt of Odisha), 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.

15. LIFTING PERIOD

Lifting would be allowed up to 75 (seventy-five) days of sale without any rent. On failure to lift within 75 days of sale, 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 actual bag.

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 and the un-lifted stock will be treated as “**unclaimed property**”. The sale will be treated cancelled with forfeiture of S.D. along with other deposits available with 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 and risk of purchaser.

16. 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 Form No-27C (See Rule 37C) declaration/required concessional certificate from the Assessing Officer of the income tax department, to the extent of such concessional limit fixed as mentioned in the said certificate.

NB: In case the PAN of the purchaser is inactive on the date of billing, then TCS will be collected at twice the rate applicable for the product. In case any demand is received by OFDC on account of income tax, that will be payable by the purchaser. The Purchaser is therefore required to submit an Indemnity Bond to this regard before the concerned Divisional Manager, OFDC Ltd.

17. Only in exceptional circumstances and in case of genuine difficulties or 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.

18. 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.


25.10.2024
Managing Director

Memo No. 20009 Dt. 25/10/2024

Copy forwarded to the Additional Chief Secretary to Govt. Forest, Environment & Climate change 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.


25.10.2024
Managing Director

Memo No. 20010 Dt. 25/10/2024

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 Kenduleaf as and when approached.


25/10/2024
Manager (Commercial)

Memo No. 20011 Dt. 25/10/2024

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.

wif
25/10/2024

Manager (Commercial)

Memo No 20012 Dt. 25/10/2024

Copy forwarded to all Registered and renewed K.L Purchasers for 2024-25 for information and necessary action.

wif
25/10/2024

Manager (Commercial)

Memo No. 20013 Dt. 25/10/2024

Copy forwarded to P.S. to Chairman/ Managing Director/ 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/website.

wif
25/10/2024

Manager (Commercial)

Lot list Report Of Adv Phal (Deregulated)

LOT NO.	FOREST RANGE	SECTION	UNIT NO.	QUALITY	QNTY (in STANDARD BAG)
<u>1. JEYPORE ---> OFDC DIVISION JEYPORE ---> FOREST DIVISION</u>					
<u>CROP YEAR ---> 2023</u>					
1. PHAL2023/40	Malkangiri	Poteru	107(P)	Phal	1204.53
RESALE					
2. PHAL2023/49	Kalimela	Kurti	107(P)	Phal	411.84
RESALE					
<u>CROP YEAR ---> 2021</u>					
3.R1PHAL2021/32	Mathili	Mathili	107	Phal	218.56
RESALE					
<u>3. NOWRANGPUR ---> OFDC DIVISION NOWRANGPUR ---> FOREST DIVISION</u>					
<u>CROP YEAR ---> 2023</u>					
18. PHAL2023/17	Dabugaon	Nuakote	105	Phal	849.744
RESALE					

ABSTRACT REPORT

OFDC DIVISION	FOREST DIVISION	LOTS PUT TO SALE	QUANTITY (in STANDARD BAG)
1. JEYPORE	1. JEYPORE	3	1,834.93
TOTAL :		3	1,834.93
2. NOWRANGPUR	2. NOWRANGPUR	1	849.74
TOTAL :		1	849.74
GRAND TOTAL :		4	2,684.67

Lotlist Report Of Adv Phal (Regulated)

LOT NO.	FOREST SECTION RANGE	UNIT NO.	QUALITY	QNTY (in STANDARD BAG)
<u>1. JEYPORE ---> OFDC DIVISION JEYPORE ---> FOREST DIVISION</u>				
<u>CROP YEAR ---> 2023</u>				
1. PHAL2023/62	B.cuttack Therubali	108A	Phal	507.74
RESALE				
2. PHAL2023/64	B.cuttack Sikarpai	108A	Phal	1026.93
RESALE				
<u>CROP YEAR ---> 2021</u>				
3.R1PHAL2021/57	Jeypore Ramgiri	106	Phal	565.08
RESALE				

ABSTRACT REPORT

OFDC DIVISION	FOREST DIVISION	LOTS PUT TO SALE	QUANTITY (in STANDARD BAG)
1. JEYPORE	1. JEYPORE	3	2,099.75
TOTAL :		3	2,099.75