

# Odisha Forest Development Corporation Limited



(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC000446

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

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

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

## NATIONAL COMPETITIVE BIDDING FOR SALE OF INDUSTRIAL BAMBOO

Sealed competitive bids from intending purchasers/firms located in and outside Odisha, are invited in the prescribed form, for purchase of Industrial bamboo from the Depots of Odisha Forest Development Corporation Ltd.(OFDC) in Odisha for 2014-15 bamboo crop year to be extracted from Forest Divisions of Odisha. The bid to purchase the industrial bamboo is to be submitted OFDC Division wise which will be received up to 3 PM of 23.04.2015 in the Corporate Office, A/84-Kharvelanagar, Bhubaneswar either in person or through speed /registered post and will be opened on the same day at 3.15 PM in presence of tenderers or their authorized representatives. Each tender paper must be accompanied with an Earnest Money Deposit (EMD) of Rs.5.00 Lakh (Rupees five lakhs) only in shape of Bank Draft drawn in favour of Odisha Forest Development Corporation Ltd. and payable on any nationalized bank at Bhubaneswar, failing which the offer will not be considered. The prescribed competitive bidding form along with terms and conditions will be available on our above website with effect from 13.04.2015 free of cost. Approved Bidder shall have to execute an agreement and act as per terms and conditions. Further details can be obtained from the above address.

FOR ODISHA FOREST DEVELOPMENT CORPORATION LIMITED

Sd/-  
Managing Director

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## **NOTICE OF EXTENTION FOR TENDER SALE OF INDUSTRIAL BAMBOO OF 2014-15 CROP**

In partial modification of notice for National Competitive Bidding for sale of Industrial Bamboos published in “The Samaj” and “The Times of India” on dated 09.04.2015, this is for information of all concerned that, for sale of Industrial Bamboo of 2014-15 crop, the last date for submission of tender bid, which was scheduled up to 3 P.M. of 23.04.2015, is now extended up to 3 P.M. of 28.04.2015. Other stipulations of the notice remain unaltered. The terms and conditions of tender sale of Industrial Bamboo of 2014-15 crop can be seen in our above website.

FOR ODISHA FOREST DEVELOPMENT CORPORATION LTD.

Sd/

**Managing Director**

Memo No.\_\_\_\_\_/ Dt.2FC/B/01/2014-15

Dated: Bhubaneswar, the April, 2015

Copy along with original notice and terms and conditions of sale forwarded to all General Manager (Zone) and Divisional Manager, OFDC Ltd., Bhubaneswar/ Angul/ Berhampur/ Boudh/ Bhanjanagar/ Muniguda/ Bolangir/ Bhawanipatna/ Jeypore/ Sambalpur/ Jharsuguda/ Deogarh/ Rourkela (C & C-KL) Division for information and necessary action.

Copy along with copy of original Tender Notice and terms and conditions in soft copy forwarded to the Officer In-charge of National Tender, I.T. Department, Odisha Secretariat, Bhubaneswar for information with request to up load the notice in the website for information of all concerned.

Sd/

Encl: As above.

**Managing Director**

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**TENDER SALE OF INDUSTRIAL BAMBOO OF 2014-15 CROP TO BE HELD ON 28.04.2015, WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

**Time of receipt of Tender – Up to 3 PM of 28.04.2015**

**Opening of tender- at 3.15 PM of 28.04.2015**

1 The quantity of Industrial Bamboo (IB) as would be extracted from the Forest Divisions of Odisha during 2014-15 crop year, is put to advance sale for purchase by intending purchasers/firms of the State and outside State. Sealed tenders are invited from the intending purchasers/Firms to quote their ex-depot rates per Sale Unit OFDC Division wise for all the depots of the concerned OFDC Division, exclusive of all taxes, levies etc. on the prescribed tender form annexed herewith.

2. The intending tenderers are required to quote ex depot rate per Sale Unit (SU) of Industrial Bamboo in whole rupees(exclusive of all taxes, levies, fees, duties etc) for the entire available stock of all the depots of concerned Division of OFDC Ltd.

3. To work out a Sale Unit, following procedure shall be adopted:

(i) 2400 running metres of Salia Bamboo made up by around 50 bundles of 21 pieces each and each piece being 2.3 metres (m) long will be taken as one Sale Unit (SU). Approximately 50 salia bundles of 21 number of pieces with varied lengths between 0.75 metres (m) to 1.5 metres(m) will be taken as half Sale Unit.

(ii) 960 running metres of Daba Bamboo made up by around 60 bundles of 7 pieces each and each piece being 2.3 metres(m) long will be taken as one Sale Unit (SU). 60 bundles of same number of pieces with varied lengths between 0.75 m to 1.50 m will be taken as half Sale Unit.

(iii) All billeted bamboo shall be tied with sabai string in bundles. No bamboo piece shall be less than 4 Cm. in girth at the thin end.

4. The person representing a registered purchaser shall furnish registered power of attorney/registered deed of partnership and letter of authorization of the purchaser to the Managing Director, OFDC Ltd. at the time of taking part in the tender. Participation in the tender will be deemed for all purposes as unconditional acceptance of all the terms and conditions by the tenderer.

5. The tenderers may contact the concerned Divisional Manager of OFDC Ltd. on any working day to ascertain about the quality and quantity of the Industrial Bamboo and location of depots in the Division. Participation in the tender sale will be considered as complete proof of the fact that the tenderer is satisfied with the quality of the stock to be made available at depots.

6. No complaint what so ever regarding quality, quantity and other defects will be entertained in respect of any depot(s) after finalization of sale in favour of the successful tenderer(s).

7. The Managing Director, OFDC Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof.

8. Sale once finalized in favour of any tenderer cannot be transferred subsequently to any other person/firm.

9. The tenderer shall be bound to abide by all the rules and regulations of Forest Department in connection with the purchase and transit of the forest produce.

10. The intending tenderer is required to pay Rs.5,00,000/-(Rupees five lakh) only towards Earnest Money deposit(EMD) in shape of Bank Draft drawn on any nationalized Bank in favour of OFDC Ltd. and payable at Bhubaneswar along with the tender offer. Offer without requisite amount of EMD will be invalid and rejected. Earnest Money Deposit will not be accepted in shape of Cheque.

11. The tenderer is required to produce necessary proof in support of VAT, CST, and income tax clearance from the concerned authority at the time of submission of tender.

12. In case the tender is accepted, the Earnest Money will be adjusted towards the part sale value. The Earnest Money will be refunded to the unsuccessful tenderer (s) within a period of 45 days without any interest.

13. The tenderer will not be eligible to rescind or withdraw his offer between the date of tender and the date of final approval by the Corporation provided that the date of final acceptance does not exceed 45 days after the date of opening of the tender. In the event of violation of this provision, EMD will be forfeited.

14. The tenderer, whose offer is finally accepted shall pay provisional Security Deposit (SD) of Rs.10.00 lakh(Rupees ten lakh)only in shape of Bank Guarantee (BG) obtained from any nationalized Bank having Branch at Bhubaneswar. The Managing Director, OFDC Ltd. will be at liberty to forfeit the whole or any part of the provisional Security Deposit for nonperformance of the contract or for any default of the tenderer.

15. The provisional Security Deposit shall be paid within 15(Fifteen) days from the date of acceptance of the tender offer. If the tenderer fails to deposit the same within 15(Fifteen) days, the sale will be deemed to be rescinded and the EMD/part sale value amount deposited by the tenderer will be forfeited. In case of satisfactory completion of contract and payment of final amount, the BG Submitted as provisional security deposit will be released.

16. After payment of provisional Security Deposit, the purchaser shall be required to execute an agreement with OFDC at A/84 Kharvelanagar, Bhubaneswar within 7 days of such payment. A sample copy of the agreement may be seen in the Office of the Managing Director, OFDC Ltd. on any working day during Office hours. All the terms and conditions of this tender shall be treated as part of the agreement whether specifically incorporated or not.

17. The successful tenderer has to make full payment of sale value against the total production of the Division in one installment by 15.7.2015. In case of default, the provisional Security Deposit will be forfeited and the sale will be automatically treated as cancelled and the lot(s) will be disposed off otherwise without further notice at the risk of the purchaser and if the eventual loss to OFDC exceeds the amount of provisional Security Deposit, then the same shall be recovered from the tenderer as the arrear of land revenue or through any other legal means. The original purchaser, who fails to deposit the sale value in time, will not be allowed to participate in subsequent sales of the said produce for next three consecutive sales of Bamboo.

18. The supply of bamboos shall be made to the tenderer against payments of full sale price of bamboo in advance in accordance with clause -17 as prescribed above.

19. On failure to pay the full sale value on the scheduled dates as above, the purchaser shall have to pay interest @ 15% per annum. The interest will be calculated from the due date for number of days considering a year to be of 365 days. The full sale value shall be deemed to have not been paid unless the full amount along with the interest, if any, is paid.

20. In addition to the sale value paid at the Head Office level, the purchaser shall be liable to pay to Divisional Manager concerned, the due taxes and duties etc. as applicable on sale value and pay penalty dues for the default of the purchaser if any. Taxes and other dues shall be deemed to have become due on the date of receipt of bills and it should be paid on the date of receipt of bills positively in the Office of the concerned Divisional Manager.

21. In case the tenderer fails to make payment of any due within one month of the due date, the quantity of bamboo made available at the depots may be withdrawn /sold by the Corporation to any other party/purchaser and under such circumstances the tenderer shall be liable to pay the Corporation any loss sustained by the Corporation. Further, the tenderer shall have no claim over profits if any, accrued to the Corporation by resale of such bamboo to any other party/purchaser. Odisha Forest Development Corporation Ltd. will review the lifting of the Industrial Bamboo and payment made by the tenderers from time to time. Odisha Forest Development Corporation Ltd. also reserves the right to sale the Industrial Bamboo in any manner it likes, when the tenderer fails to make timely payment or lift within the specified time.

22. The quantity of Industrial Bamboo (Salia & Daba Bamboo) will be made available for delivery from areas/depots subject to actual. However, the quantity not transported to the depots by 30.06.2015 and for which advance payment has been made, the stock will be delivered to the tenderer soon after receipt of the same at depots at the agreed rate in the agreement.

23. The successful tenderer shall be bound to take delivery of the Industrial Bamboo within 7(Seven) days of allotment by the concerned Divisional Manager, or else it would be deemed delivered from 8th day of allotment. The Corporation shall not be liable for any loss or damage to bamboos taken delivery by the purchaser. The agent(s) of the tenderer authorized in writing to take delivery on his behalf shall be present at the specified hours and dates for the duration intimated by a registered letter issued by the concerned officer of the Corporation.

24. The successful tenderer shall be bound to lift and remove within a period of 90 days all bamboo delivered to it at the depots of Corporation.

25. If the said bamboos delivered to the tenderer at the depot of the Corporation are not removed within the time limit mentioned above, land rent at the rate of Rs.10.00 (Rupees ten) per sale unit of Industrial Bamboo per month or part of a month will be payable by the purchaser to the Corporation from the date of expiry of the above mentioned time limit up to a maximum period of 150 days from the delivery date after which the unlifted delivered Industrial Bamboos shall become the property of the Corporation and the Managing Director may dispose off such bamboos in any manner he likes and the purchaser shall have no claim over any sale proceeds of such bamboos. Provided further that, if the Managing Director thinks that there exist sufficient reasonable ground for non removal of delivered bamboo within the prescribed period of 150 days of delivery, he may further extend the period of removal up to a further period of 60 days with realization of double the land rent.

26. Any letter communicated or notice sent by registered/speed post to tenderer or his agent will be deemed to have been served on them even if it returns undelivered.

27. The tenderer shall maintain accurate and intelligible account from time to time of the produce taken delivery and transported and make available a copy of the same to the concerned General Manager/Divisional Manager and the officer in charge of the depot. The delivery account maintained by the Corporation under this agreement shall however, be considered authentic and binding.

28. The excess sale proceeds if any realized from the purchaser will be refunded within 45 days of completion of lifting without any interest.

29. The Managing Director, OFDC Ltd. at his discretion may revive the contract or extend the time after imposing penalty to cover the expenditure incurred or any inconvenience caused to the Corporation for any default by the purchaser.

30. Only in exceptional circumstances and in case of genuine difficulties, the Managing Director may at his discretion relax the limitations stipulated in these conditions.

31. Only the courts of Bhubaneswar will have the exclusive jurisdiction over all litigations that may arise out of these transactions and no litigation shall be instituted in any court at any other place.

32. All outstanding dues against purchaser/ tenderer will be treated as arrears of public demand and will be recovered as per the provisions of Odisha Public Demand Recovery Act, 1962 and as per Government notifications, guidelines etc. time to time

**FOR ODISHA FOREST DEVELOPMENT CORPORATION LIMITED**

**Sd/**

**Managing Director**

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## **PRESCRIBED TENDER FORM FOR PURCHASE OF INDUSTRIAL BAMBOO OF 2014-15 PRODUCTION**

**Date of Tender sale – 28.04.2015**

1. Full name and address of the Tender (In capital letters) ...

Contact number and e-mail address ...

2(a) Name & designation of the person signing the tender ...

(b) His relationship to the tender (Official capacity, Status etc. authorization letter/power of attorney to be enclosed)

3. Particulars of payment of EMD ...

(a) Amount in Rs-

(b) Bank draft number & date

(c) Name of the Bank & Branch issuing the Draft

4. Name of the Unit where the IB is proposed to be  
Processed.

Place:

Full signature of the Tenderer  
or authorized person (if any)

Date :

Continued page/2

**Division wise quantity of industrial bamboo intended for purchase  
and offered rate per Sale Unit of IB (as per Clause No.1 & 2 of  
terms and conditions)**

OFDC Division	Offered rate per S.U. (In Rs)	(in words)
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Certified that, I have gone through the detailed terms and conditions of  
sale and agree to abide by the same.

Place:

Date

Full signature of the Tenderer  
or authorized person (if any)