

Terms and condition of e- Tender sale to be held on 24th of every month (with effect from November 2016)

The e- Tender sale of timber, firewood, sawn timber, poles, bamboo etc. (except Kendu leaves) will be held at the office of Odisha Forest Development Corporation Ld (OFDC) Bhubaneswar on 24th of every month, subject to the following terms and conditions. The purchasers are therefore advised to refer the following terms and conditions prior to participation in the tender sale.

1. The availability of lot list, terms & condition and documents of tender will be available at OFDC portal (i.e. www.odishafdc.com) on 20th of each month. The commencement of sale in the tender portal of OFDC Ltd. will remain open from 10 hrs to 17 hrs of schedule date 24th of each month.

2. Purchasers are advised to inspect the lot(s) in different depots before taking part in the sale. They may inspect the stocks of lots in the depots on any working day and contact the concerned Sub-Divisional Manager/Divisional Manager/General Manager, for further information if desired. Participation in the tender sale shall be considered as complete proof of the fact that, the purchaser is satisfied with the quality and quantity of the stock in the lot(s) as notified.

3. Interested purchasers are required to be registered/ renewed their registration with OFDC Ltd. for 2016-17 in order to take part in the e-tender sale. On line registration/ renewal is available in the link (customers registration) in our above website. The tenderer can submit multiple offers at multiple times during the period of tender. The latest offer submitted will be taken into account for evaluation.

4. Lot number wise offer is to be given in whole rupee (exclusive of all taxes, levy, fees and duties etc.) and on ex-depot basis.. The highest offer mentioned against a lot would be taken in to consideration. Incomplete /defective offers may be rejected at the discretion of the authority conducting the sale. Therefore the tenderers are advised to be very careful while quoting the lot wise offers in the e-tender.

N.B:- There would be no "Negotiation" on tender offer. However, in case of tie offer for lot (s) by more than one firm, the concerned firms/ their authorised representatives are required to submit their revised offers (if any) soon after intimation of such tie offer(s) during process of tender through message through registered mobile number/e-mail, failing which it would be presumed that they have no further offer to submit and the result of sale will be published accordingly.

5. The Authority conducting the sale reserves the right to accept/reject any or all the 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 offer of a purchaser whose performance with regard to the payment of sale value and lifting of materials purchased during last year's/sales have been irregular and unsatisfactory. Further, the authority conducting the sale can add / withdraw any lot(s) at his discretion for which he shall not be answerable in any court of law or in any forum in any manner.

6. The purchaser shall furnish his detailed postal address in the tender form (along with contact telephone/mobile number and e-mail ID) to which all communications relating to sale /tie offers if any will be sent. Any letter or communication sent to the purchaser on such address by Speed post/Regd. Post will be deemed to have been served on him even if it returns undelivered .

7. PAYMENT OF EMD: The minimum EMD is Rs.5,000/- (Rupees five thousand) only up to offer value of Rs.1,00,000/- (Rupees one lakh) only. In case, the offer value is beyond of Rs.1,00,000/- then the EMD will be 5% of total offer value of the lot (s). **The Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT in Punjab National Bank, Station Square , Bhubaneswar having IFS Code No.PUNB0055300 and OFDC Bank account No.0553002100007489 or in shape of Bank Draft drawn on any nationalized /scheduled bank in favour of OFDC Ltd., payable at Bhubaneswar only.** Tender offers without requisite amount of EMD will not be entertained. The central registration fees of Rs.10, 000/- (Rupees ten thousand) will be retained at Head Office and will not be adjusted with any Division towards security deposit (SD) or sale value etc. However, the registration fees will be refunded "as such "on the request of the purchasers whenever they request so.

The tenderers shall up- load the scanned copy of instrument in support of cost of Earnest Money Deposit (EMD) etc. and send the original copies so as to reach us through messenger/ Registered post or Speed post by 17.00 hours of 26th to consider their offer. The offer will be considered in case the tenderers where the EMD are received within scheduled date and time.

8. Lot wise acceptance of highest offered amount will be published in the web site (www.odishafdc.com) for information of all concerned. The date of publication of sale result in the website would be treated as the date of sale for payment of security deposit (SD)

9. In case of successful tenderers, the EMD so paid will be adjusted towards payable security deposits of the lot(s) and it will be refunded as such to the unsuccessful purchasers after conclusion of the sale.

9. The successful tenderers, are to pay security deposit @ 20% of the sale value of the lot(s) with the concerned Divisional Managers through RTGS/NEFT /account payee draft drawn on any nationalized /scheduled Bank in favour of OFDC Ltd and payable at concerned divisional headquarter within a maximum period of 7 days of publication of sale result (including the date of publication) in the web site. On failure to deposit the required amount of security deposit within the stipulated period, the sale will be treated automatically cancelled and the lot(s) will be put to resale on forfeiture of EMD/part SD and Registration fees etc. to OFDC Ltd. The defaulted purchasers/firms will not be allowed to participate in further three consecutive sales.

NB: Cases, where the sale value of the lot(s) is equal to or less than Rs.20, 000/- (Rupees twenty thousand), the purchaser has to pay the full sale value (instead of 20% security deposit) at a time within seven days of sale.

10. No complaint whatsoever regarding quality and other defects will be entertained in respect of any lot(s) after finalization of the sale in favour of the purchaser.

12. On payment of security deposit (SD), the sale will be ratified by the concerned Divisional Manager. The issue of ratification order will be considered as final approval of the sale. The purchaser cannot claim the ratification as a matter of right even if he has deposited the security deposit (SD) on the basis of acceptance of his offers. However, in case of non ratification of sale, the SD so deposited will be refunded.

13. Sale once finalized in favour of a purchaser/firm cannot be transferred subsequently to any other person/firm.

14. The tenderer/purchaser will not be eligible to rescind or withdraw his offer between the date of acceptance of his offer and the date of issue of ratification order. In the event of violation of this provision, the EMD as well as the central registration fees will be forfeited to OFDC Ltd.
15. The purchaser shall be bound by all relevant rule and regulations of Forest and Tax Department in connection with the purchase and transit of the forest produces.
16. The purchaser/firm shall have to pay the balance 80% of the sale value along with taxes within 30 days from the date of issue of ratification order. Under exceptional circumstance, another 15 days would be allowed by the concerned Divisional Manager to deposit balance sale value with interest @18% per annum for the delayed period beyond 30 days, on written request of the purchaser.
17. If the purchaser /firm does not make full payment of the lot(s) within 45 days from the date of issue of ratification order, then the sale will be treated as cancelled along with forfeiture of the security deposit by the Divisional Manager and the lot(s) will be disposed off otherwise at the risk of the purchaser without further notice to him. The original purchaser will not be allowed to bid on subsequent sales of such lot(s) and the loss if any sustained to corporation on resale will be treated as arrears of land revenue and would be realized through OPDR Act. 1962.
18. On payment of sale value along with taxes, lifting will be allowed up to 45 days of issue of ratification order without any rent. Further lifting period of 30 days would be allowed by the concerned Divisional Manager on payment of depot rent @ Rs.35/- per cum per month or part of a month beyond 45 days of sale. In exceptional circumstances another 30 days may also be allowed for lifting by the Divisional Manager on payment of depot rent@ Rs.40/- per cum per month or part of a month beyond 75 days of sale. Any lot(s) retained at depot beyond 105 days of approval of the sale, even if sale value and taxes fully paid, shall be treated as unclaimed property and OFDC will be at liberty to dispose off the same in any manner. The sale of such unlifted lot(s) will be cancelled with forfeiture of deposits to the Corporation by the Divisional Manager and lot(s) will be resold as property of Corporation in next sale.
19. Value added tax, Forest Development Tax, Central Tax, Income Tax, Levies, Fees and duties etc. as applicable on the date billing will be charged extra over and above the accepted price and to be realized from the purchasers.
20. If the due date of payment of security deposit as well as balance sale value falls on a Sunday or holiday, the next working day will be treated as the due date of payment.
21. The Director (Operation) of OFDC Ltd at his discretion may relax the above terms and conditions, on case to case basis to cover the expenditure incurred or any inconvenience faced by the Corporation or any genuine difficulty faced by the purchaser.
22. In case of any dispute, the decision of Managing Director, OFDC will be final and binding.
23. Only the Court at Bhubaneswar will have the legal jurisdiction in case of any dispute in the aforesaid sale and no litigation shall be instituted in any other places or in any other Court.

For Odisha Forest Development Corporation limited.


Managing Director