



Odisha Forest Development Corporation Limited

(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC000446

OFFICE OF THE DIVISIONAL MANAGER, BHUBANESWAR(C) DIVISION

Plot No.217/218, Satyanagar, Bhubaneswar, PIN -751007, Tele/FAX-0674-2570608

(Website: www.odishafdc.com E.mail ID: dm.bhubaneswar@odishafdc.com)

TENDER SALE NOTICE FOR SALE OF 6.556 MT. OF DRY RUBBER SHEETS AND 0.6 MT. OF RUBBER LACE OF 2014-15 CROP.

Sealed Tenders are invited from interested persons/ traders/ firms/companies for sale of 6.556 MT of Dry Rubber Sheets and 0.6 MT Rubber Lace of 2014-15 crop under Divisional Manager, OFDC Ltd., Bhubaneswar Commercial Division as specified in the tender form. The prescribed tender form can be obtained from the office of the Divisional Manager, OFDC Ltd., Bhubaneswar Commercial Division on payment of Rs. 525/- (500/- + 5% VAT) (Rupees Five hundred twenty-five) only (non-refundable) in cash. The tender form can also be downloaded from website of OFDC Ltd, and should be accompanied with an Account Payee D.D of Rs.525/- (Rupees five hundred twenty-five) only (non-refundable), drawn in favour of Divisional Manager, OFDC Ltd., Bhubaneswar (C) Division on any nationalised/ scheduled Bank payable at Bhubaneswar. Tender will be received up to 3.00 PM on dtd. 25.04.2017 in the office of the Divisional Manager, OFDC Ltd., Bhubaneswar Commercial Division, Plot No. 217/218, Satyanagar, Bhubaneswar-751007 and will be opened at 3.30 PM on the same date in the presence of the Tenderers or their authorized representative.

Further details can be obtained from the office of the undersigned on any working day between 10.00 AM to 5.00 PM.

Divisional Manager
Bhubaneswar (C) Division

Regd. Off: - A/84, Kharavel Nagar, Unit-III, Bhubaneswar-751001

Phone: 0674-2534086, Fax- 0674-2535934

(Website: www.odishafdc.com E. Mail ID: general@odishafdc.com)



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No. _____ / OFDC. Date.

TERMS AND CONDITIONS OF TENDER SALE NOTICE OF DRY RUBBER SHEETS/ RUBBER LACE OF 2014-15 CROP.

The Divisional Manager, Bhubaneswar Commercial Division, Odisha Forest Development Corporation Ltd., invites tenders to be received on or before 3.00 PM of dtd. 25.04.2017 in the prescribed form from the purchasers within and outside the State of Odisha for sale of about **6.556 MT** of Dry Rubber sheets and **0.6 MT** Rubber lace of 2014-15 crop. Tender form can be obtained from the office of the Divisional Manager, Bhubaneswar Commercial Division on payment of Rs.500/- + 25/- i.e. 5% VAT =Rs. 525/- (Rupees Five hundred twenty-five) only which is non-refundable. The tender form can also be downloaded from the website of OFDC Ltd. and should be accompanied with an account payee D.D. of Rs. 525/- (Five Hundred twenty-five) only (Non refundable) drawn in favour of "Divisional Manager, OFDC Ltd., Bhubaneswar (C) Division" on any nationalised bank/ scheduled bank payable at Bhubaneswar. OFDC Ltd. does not take any responsibility if the tender form sent by post is not received by office within the time limit as mentioned in tender sale notice. The acceptance of Tender will be subject to final decision by the competent authority. The terms & conditions of Tender sale are as follows:

1. Each offer shall be submitted in a sealed cover duly superscribed 'TENDER FOR DRY RUBBER SHEETS/ RUBBER LACE OF 2014-15 CROP'. and addressed to the **Divisional Manager, Odisha Forest Development Corporation Ltd., Bhubaneswar Commercial Division, Plot No.217/218, Satyanagar, Bhubaneswar-751007**, so as to reach by 3.00 PM on or before dtd. 25.04.2017. Offers received beyond the scheduled time & date shall be rejected.
2. The Tender will be opened on the same day i.e. 25.04.2017 at 3.30 PM. in the presence of the Tenderer or their authorized representatives if any.
3. The act of submission of Tender shall be taken as sufficient proof of acceptance by the Tenderer of all the terms & conditions of sale here-in contained and shall be binding on him. The submission of offer shall also be taken as proof of acceptance of quality and quantity of the material.

4. Odisha Forest Development Corporation Ltd. will not be responsible for the delay or failure in delivery of the tender papers by the postal authority or courier service and received after the due date and time fixed shall not be considered.
5. Where the successful Tenderer is a company or partnership firm, self attested copies of memorandum of articles of Association and self attested copies of Certificate of Registration of the Deed of partnership, as the case may be, should be enclosed along with the tender documents and original will be produced before the Divisional Manager, OFDC Ltd., Bhubaneswar (C) Division for verification on the date of opening of the tender. The person signing the tender/offer shall satisfy the OFDC Ltd. about his power to do so on behalf of the firm or company.
6. Tender submitted either jointly or by group of persons shall not be taken into consideration and shall summarily be rejected.
7. Odisha Forest Development Corporation Ltd. is not bound to accept any offer and reserves the right to cancel the tender and reject any or all the offers without assigning any reason thereof.
8. Each tenderer shall enclose in the tender the valid VAT clearance certificate in form VAT-612/612A or an undertaking in form of Affidavit that he will furnish the valid clearance certificate as above within 7 days from opening of tender or before award of the contract whichever is earlier and photo copy of PAN Card issued by the Income Tax Department/ declaration that he is not an Income Tax Assesses. Non-submission of the same shall/may disqualify the tender.
9. The defaulters of past years in respect of payment due to OFDC Ltd related to extraction of Rubber Latex from Dhani Rubber Plantation are debarred from participation to this Tender sale. Such defaulters of past years having not cleared the previous dues but submitting tender shall invite forfeiture of their deposit with the tender papers and non-acceptance of his tender offer by OFDC Ltd.
10. Each offer shall contain full name and address and signature of the Tenderer. The contact telephone numbers, if any, may be mentioned.
11. Each offer / tender shall be accompanied by Earnest Money Deposit (EMD) @ 15% (Fifteen percent) of the tendered amount in shape of Account Payee Bank Draft drawn in favour of **Divisional Manager, Odisha Forest Development Corporation Ltd., Bhubaneswar Commercial Division** and payable at any Nationalized Bank/ scheduled Bank payable at Bhubaneswar. In case, offer is accepted finally, the E.M.D. of that successful Tenderer shall be adjusted towards the Security Deposit (S.D.) and the balance amount of Security Deposit shall be payable by the successful tenderer. Any extra

amount paid with tender will be adjusted towards security deposit / sale value and refunded if in excess at the time of final settlement. The E.M.D will be refunded in case of unsuccessful Tenderer.

12. The Tender with highest offer but not accompanied with prescribed EMD shall be forfeited with deposited EMD at the discretion of the Managing Director, OFDC Ltd. The tenderer will have no claim over the forfeited EMD and no complaint whatever regarding rejection of his offer will be entertained.
13. The Tenderer shall **quote the rate for the entire quantity of dry rubber sheets/ Rubber lace exclusive of all taxes, duties etc. The taxes as applicable will be added and recovered over and above the offer price.** The rated quoted will be on Ex-Godown basis.
14. The purchaser shall be given 30(thirty) days time from the date of issue order of approval of tender to deposit the balance sale value with applicable taxes etc. and lift the stock of dry rubber sheets/ rubber lace. The deposit of sale value with taxes etc. and the lifting of the stock will be completed within (thirty) days of issue of the order of approval of tender. Lifting of stock will be allowed on receipt of full sale value with taxes etc. from approved tenderer. On failure to deposit the full sale value with taxes etc., the sale will be cancelled and the Security Deposit along with part sale value (if any) so deposited shall be forfeited. If the stock is not lifted within 30(thirty) days after payment of sale value / offered price with taxes etc. as stated above, OFDC Ltd has got the liberty to dispose-off the stock in any manner it likes.
15. The successful Tenderer shall be required to furnish Security Deposit in shape of Account payee Bank Draft drawn on any Nationalized Bank/ scheduled Bank payable at Bhubaneswar in favour of Divisional Manager, Odisha Forest Development Corporation Ltd., Bhubaneswar (C) Division for an amount equal to 25% (twenty-five percent) of the offered value in the tender for dry rubber sheets/ Rubber lace and execute an agreement within 7(seven) days from the date of receipt of order. In case of adjustment of EMD towards Security Deposit, the balance 10% of the offered value will be required to be deposited by the successful tenderer, so as to reach 25% (twenty five percent) of the offered value as Security Deposit. The Security Deposit will be refunded to the successful tenderer only after the payment of full sale value with all taxes etc. to OFDC Ltd. and lifting of the stock within the stipulated period. The successful tenderer shall also have to furnish the valid VAT clearance certificate in form VAT-612/612-A before award of the contract if not furnished earlier/at the time of submission of tender.
16. Failure to deposit Security Deposit within the specified period of 7(seven) days shall lead to forfeiture of E.M.D. and Odisha Forest Development Corporation Ltd. shall be at liberty to dispose-off the dry rubber sheets in whatever manner it deems fit. In the event of any short fall in sale price due to such resale, the differential amount shall be realized from the Tenderer / Purchaser as arrears of land revenue.

Any dues of OFDC Ltd. including the tax liability etc. in respect of this sale of dry rubber sheets,/ Rubber lace if any, remaining unpaid by the tenderer/purchaser, shall be treated as arrears of public demand and shall be recovered as public demand under the provisions of Odisha Public Demand Recovery Act, 1962 or any other method under Law.

17. The security deposit is liable to be forfeited either wholly or in part in case any breach of the terms & conditions of sale by the successful tenderer without prejudice to any other action by the Odisha Forest Development Corporation Ltd. to redeem its loss arising directly or indirectly out of the act of breach of terms & conditions of the Tender. The quantity of such loss as determined by Odisha Forest Development Corporation Ltd. shall not be questioned by the Tenderer in any Forum/Court.
18. No complaint(s) regarding quantity and quality of Dry Rubber Sheets/ rubber lace will be entertained subsequently nor shall Odisha Forest Development Corporation Ltd. be responsible for any deterioration due to delay that may take place in /lifting of purchased goods. The delivery of Rubber sheets/ rubber lace will be given by the Representative of OFDC Ltd. to the successful Tenderer/Purchaser or his authorized representative by actual weighment after due payment for the same by the tenderer.
19. All charges for weighment of the stock at the time of delivery and loading of the goods in to truck shall be borne by the tenderer/ Purchaser.
20. The purchaser shall be required to pay full sale value along-with all taxes etc. before lifting entire stock. All payment shall be made through Account Payee Bank Draft drawn in favour of **Divisional Manager, Odisha Forest Development Corporation Limited, Bhubaneswar Commercial Division** on any Nationalized Bank/ scheduled Bank payable at Bhubaneswar. In the event of failure to deposit the full sale value along with all taxes etc., Odisha Forest Development Corporation Limited shall be at liberty to forfeit the Security Deposit and part sale value, paid if any, without issuing any show cause notice to the tenderer and without assigning any reason thereof. The forfeiture of EMD, Security Deposit/part sale value etc. shall be treated as final and conclusive and the corporation shall be at liberty to re-sale the dry rubber sheets in any manner as deemed expedient.

Such a tenderer will be treated as defaulter and shall not be allowed to take part in subsequent tender sales.
21. Odisha Forest Development Corporation Limited reserves absolute right to accept any tender offer or reject any or all the tenders without assigning any reason thereof. The OFDC Ltd also reserves the right to settle the sale of dry rubber sheets/ rubber lace in any manner; if so likes and withdraw the same at any stage.

22. The Tenderer shall be bound to purchase the entire stock offered and delivery of the same stock will be given on "As is where is basis" and no selection/rejection shall be entertained.
23. The communication/letters sent to the purchaser by Regd. Post with Acknowledgement Due will be deemed to have been delivered, even-if it is received back un-delivered.
24. Odisha Forest Development Corporation Ltd., reserves the right to negotiate with the highest or any other Tenderer of the Tender.
25. In case of any dispute arising out of this sale, it shall be referred to the Director (Operation), Corporate Office, O.F.D.C. Ltd who will act as an Arbitrator and whose decision shall be final and binding on both the parties.
26. No complaint from the tenderer will be entertained regarding his ignorance of terms and conditions of the tender.
27. The Courts of Bhubaneswar only will have the jurisdiction to decide the matters arising out of this transaction and that no litigation of any nature shall be instituted by the parties in any Court at any other place.
28. The contents of the tender notice shall be read as part of the terms and conditions of sale of dry rubber sheets/rubber lace and shall also be read as part of the agreement to be executed as per condition No.15.

For Odisha Forest Development Corporation Ltd.

Sd/-

(R.M. Sahoo)
Divisional Manager
Bhubaneswar-C-Division.