

# 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)]



Notification No.17256/dt 03.10.2017/2FC/B/01/2017-18

## **TENDER NOTICE FOR ADVANCE SALE OF INDUSTRIAL BAMBOO ON WORKING THROUGH RAW MATERIAL PROCURER (RMP) FOR 2017-18 TO 2018-19 CROPS**

Sealed competitive bids from intending purchasers/firms located in and outside Odisha, are invited in the prescribed form, for extraction of Bamboo from various Forest Divisions of Odisha on working of bamboo coupes directly as Raw Material Procurer (RMP) under Odisha Forest Development Corporation Ltd.(OFDC) for a period of two years (2017-18 to 2018-19) and purchase of the harvested bamboos w.e.f 2017-18 bamboo crop year. The Tenderer has to give two bids (1) mentioning the ex-depot purchase price of the industrial bamboos (excluding taxes) Forest Division wise, in terms of Sale Unit(SU) and (2) Payable amount to Government towards Royalty etc ,after meeting the harvesting cost both at Forest & Depot, which will be received up to 3.00 PM of 21.10.2017 in the Corporate Office, at A/84-Kharvelanagar, Bhubaneswar either in person or through speed /registered post and will be opened on the same day at 3.30 PM in presence of bidders or their authorized representatives. Each bid paper must be accompanied with an Earnest Money Deposit (EMD) of Rs.5.00 lakhs (Rupees five lakhs only) in shape of Bank Draft drawn in favour of Odisha Forest Development Corporation Ltd. Payable at Bhubaneswar failing which the bid will not be considered. The prescribed competitive bidding form along with terms and conditions can be seen in our above website from 06.10.2017. Approved bidder shall have to execute an agreement with OFDC and act as per the terms and conditions. Further details can also be obtained from the above address.

FOR ODISHA FOREST DEVELOPMENT CORPORATION LIMITED

Sd/

**Managing Director**

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## TENDER FOR ADVANCE SALE OF INDUSTRIAL BAMBOO FOR WORKING THROUGH RAW MATERIAL PROCURER FOR 2017-18 TO 2018-19 CROP, AS PER NOTIFICATION NO-17256 DT 3.10.2017 WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

**Time of receipt of Tender – Up to 3.00 PM of Dt 21.10.2017 & opening of tender- at 3.30 PM of Dt.21.10.2017**

1. Government of Odisha have been pleased to approve the working of bamboo forest by Odisha Forest Development Corporation Ltd. (OFDC) through engagement of Raw Materials Procurer (RMP) Forest Division wise with a view to augment the production of bamboo in forest area intensively and subsequently to get revenue from sales and more quantum of raw materials for the industry, and to generate substantial employment opportunities in forest area on sustainable basis. The following quantity of Industrial Bamboo (IB) is estimated to be the minimum production from the Forest Divisions of Odisha during each crop year and put to advance sale. The successful Tenderers have to work out the bamboo coupes at their own cost and purchase the entire stock of their production 'as such' on payment of approved amount.

Name of OFDC Division	Name of the Forest Division	Minimum production target fixed from 2017-18 to 2018-19 (In SU) per annum
Rourkela	Bonai	100
Deogarh	Deogarh	150
Bolangir	Bolangir	100
Berhampur	Berhampur	350
Boudh	Boudh	2000
Bolangir	Subarnpur	-
Jeypore	Koraput	-
Bhubaneswar	Nayagarh	500
Bhanjanagar	Ghumusur-S	2000
Bhanjanagar	Ghumusar(N)	1750
Bhanjanagar/Boudh	Phulbani	4150
Muniguda	Rayagada	2500
Muniguda	Balliguda	4000
Bhawanipatna	Kalahandi (N)	3000
Bhawanipatna	Kalahandi (S)	400
Dhenkanal	Athagarh	100

2. 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/CASH.

3.The tenderer is required to produce necessary proof in support tax clearance from the concerned authority at the time of submission of tender.

4. The selection of Raw Material Procurer will be based on highest receivable amount to Government on account of sale value and taxes etc. The amount payable towards royalty etc. and price payable towards taxes, will be combined to determine the highest tenderer of a Forest Division. There may be an incremental rise in selling price as well as royalty etc. from year to year as would be decided by Government/ Empowered Committee.

5. In case the tender is accepted, the Earnest Money will be adjusted towards the 1<sup>st</sup> Instalment sale value as at clause-9-below. The Earnest Money will be refunded to the unsuccessful tenderer (s) within a period of 45 days without any interest.

6.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.

7. a) The tenderer, whose offer is finally accepted shall pay Security Deposit (SD) every year in shape of Bank Guarantee (B.G)/Bank Draft in favour of OFDC obtained from any nationalized Bank having Branch at Bhubaneswar in the prescribed format, covering up to 10% of the purchase price of the minimum production quantity fixed for the Forest Division, within 15(Fifteen) days from the date of acceptance of the tender offer. If the tenderer fails to deposit the same within the stipulated date, the sale will be deemed to be rescinded by the Tenderer and the EMD of the tenderer will be forfeited.

b) The validity of the Security B.G.(s)/Bank Draft is to be for a period of minimum one year from the date of issue, which is to be extended further as required. The Managing Director, OFDC Ltd. will be at liberty to forfeit the whole or any part of the Security Deposit for no performance of the contract or for any default of the tenderer. In case of satisfactory completion of contract and payment of final amount, the BG submitted as SD will be released.

8. After payment of 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 these terms and conditions of this tender and tender notice published shall be treated as part of the agreement whether specifically incorporated or not.

9. The successful tenderer has to make full payment of sale value against minimum production quantity target fixed for the Forest Division as in clause-1, in following instalments:

<b>Instalment number</b>	<b>Amount to be paid (In Rs)</b>	<b>Last date of payment</b>
1 <sup>st</sup>	15% of the sale value against estimated quantity of the Division(s)	31.1.18
2 <sup>nd</sup>	15% of the sale value against estimated quantity of the Division(s)	28.2.18
3 <sup>rd</sup>	15% of the sale value against estimated quantity of the Division(s)	31.3.18
4 <sup>th</sup>	15% of the sale value against estimated quantity of the Division(s)	30.4.18
5 <sup>th</sup>	15% of the sale value against estimated quantity of the Division(s)	31.5.18
6 <sup>th</sup>	Balance 25% of the sale value of the minimum production quantity or Balance amount against the actual quantity produced whichever is applicable	15.7.18

In case of default in payment, the Security Deposit will be forfeited and the advance sale will be automatically treated as cancelled and the lot(s) will be disposed of otherwise without further notice to the RMP and at the risk of the purchaser. If the eventual loss to OFDC exceeds the amount of Security Deposit, then the same shall be recovered from the tenderer/RMP as the arrears of land revenue as per OPDR Act 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.

10. The supply of bamboos shall be made to the tenderer/RMP against payments of instalments in full towards price of bamboo in advance in accordance with instalment schedule as prescribed at clause (9) above. On failure to pay the instalments of sale value on the scheduled dates as above, the purchaser/RMP 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 instalment shall be deemed to have not been paid unless the full amount along with the interest, if any, is paid.

11. In addition to the sale value payable 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 i.e. ex-depot purchase price and pay penalty dues for the default of the payment of due taxes, duties etc., 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.

12. In case the tenderer/RMP 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/RMP 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 progress of production, transport and lifting of the Industrial Bamboo and payment made by the RMP 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 /RMP fails to make timely payment or lift within the specified time.

13. If the minimum targeted quantity of bamboo cannot be produced by the tenderer within the stipulated period, the sale value payable to the extent of Minimum Production Quantity target would be paid by the RMP. However, the quantity not transported to the depots within the working period and for which advance payment has been made, the stock will be delivered to the tenderer subsequently at the agreed rate.

14. The forest operation by the Raw Material Procurer shall be subject to the permission as well as stipulations from Government of India and also Government of Odisha for all relevant Forest Divisions. The forest working of bamboo crop year shall end on 30<sup>th</sup> June next. However, the RMP shall be allowed to lift the harvested and left over stock in the forest if any, subject to approval by the Competent authority. The RMP shall take up bamboo harvesting operation scientifically in the Forest Divisions on behalf of OFDC as per decision of Empowered Committee on bamboo. The Corporation reserves the right to recommend to Government for withdrawal of the forest area so allotted after giving one month notice to the tenderer/RMP in the event of violation of the terms and conditions of tender sale or any such Government order after allowing the RMP an opportunity of being heard.

15. The tenderer/RMP shall ensure targeted production forest division wise basing on potentiality. The tenderer shall ensure optimum production of bamboo from the areas allotted for working and shall devote specific attention to interior, difficult and remote areas so as to ensure maximum production. The tenderer will work the bamboo forests from upper reaches to downhill as per the prescriptions of the approved working plans/schemes.

16. All the bamboos produced by the tenderer/RMP from the forest divisions allotted to it shall be taken by the tenderer subject to fulfilment of the terms and conditions and on payment of differential sale value (Royalty etc) and other charges as applicable for the same year. Permission for construction of extraction paths shall be arranged by OFDC on the request of tenderer. OFDC shall facilitate issue of permit and difficulties, if any, shall be represented by paper mills to concerned Divisional Manager (DM)/ General Manager (GM) for immediate remedial measures.

17. The Forest Department of Government of Odisha shall be at liberty to carry out necessary silvicultural operations within the areas allotted to the RMP on giving relevant advance information through OFDC Limited.

18. The RMP is liable to make the insurance of produced bamboo stock both at forest as well as at depot at his own cost and also to take all precautionary measures to avoid any fire damage and any loss of stock at forest/ depot as far as possible. The required processing of claims and settlement etc. on account of the insurer shall be the responsibility of the Raw material procurer.

19. The bamboo extracted from the areas worked by the Raw material procurer shall be delivered, stored and maintained at the recognized depots of Corporation at the cost of RMP. On payment of amount towards Royalty etc. and after completion of necessary formalities, the bamboos shall be delivered to the RMP on allotment for subsequent transportation to its mill site. For facilitating formalities, the staff of OFDC Ltd. shall be posted by the Divisional Manager concerned to each depot at the cost of OFDC Ltd.

a. The location of depot will be intimated to the Forest Department on initiation of OFDC on the request of RMP and the entire materials will be under the control of OFDC Limited for sale, for which OFDC shall take suitable steps in advance for opening of depots.

b. The RMP will have their staff in the depots and will have the responsibility for the stock transported from forest and stacked at depot by them. The bamboo produced in the forest and brought for storage in the depot shall remain as the property of Government/OFDC Limited and no part of it can be utilized by the RMP, who will be the owner of produce thereof only after taking delivery from the depot.

c. The RMP will lift the stock on allotment in instalments from the depots of OFDC on full payment of differential sale value as applicable. The RMP shall be fully responsible for unlifted bamboos at depots. As regards to the tax component, the RMP shall pay the taxes etc. immediately after raising of bills by the concerned Divisional Manager along with statutory forms to be submitted as per requirement in time or else further lifting of bamboo shall not be allowed by the DM and due tax amount would be recovered from the Security Deposit with OFDC Ltd.

d. The tenderer/RMP shall take delivery of the bamboo stock within 7(seven) days of issue of allotment order by the concerned Divisional Manager. If the delivery will not be effected within the above period, then it would be deemed that the stock is delivered to the tenderer with effect from the 8<sup>th</sup> day of allotment including the date of allotment. The tenderer shall be bound to lift and remove the delivered stock within ninety days from the date of delivery at the depot of Corporation after payment of required amount/dues. If the said bamboos delivered to the tenderer at the depot of the Corporation are not removed by the RMP within ninety days of delivery, land rent at the rate of Rs1(One) per S.U. per month or

part of a month will be payable by the RMP to the Corporation from the date of expiry of the above mentioned time limit up to a maximum period of 180 days. For unlifted stock beyond 270 days of delivery, it shall attract penalty @ Rs5/- per S.U. (including land rent) per month or part of a month for lifting within a maximum period of another 90 (ninety) days. Thereafter it shall be the property of the Corporation. However, on exceptional cases, Corporation may allow further lifting period at its discretion on realization of penalty @ Rs10/- per S.U. (Including land rent) per month or part of the month.

20. The RMP shall abide by all the relevant provisions of "Orissa Forest Produce (Control of Trade) Act, 1981 and Orissa Forest Produce (Control of Trade) Rules, 1983 thereof" and instructions/ guidelines issued by the Forest Department/ Govt. of Orissa and OFDC Ltd. in this behalf from time to time on bamboo operations. The RMP will also follow all the existing provisions of Acts and Rules etc. and those to be made/ amended from time to time for forests and wildlife of the State Government as well as Central Government. For any violation or non-adherence to the Rules and instructions of the Forest Department or Corporation, the RMP shall be liable to pay all penalties/ compensation for any damage caused to the forest as may be finally assessed by the Forest Department against OFDC Ltd. on bamboo working subject to appeal as per rules, made by RMP on behalf of OFDC Ltd.

21. The tenderer/RMP is to be fully acquainted with all the rules relating to working of bamboo forests and shall abide by the same at all times. The RMP will work in the bamboo coupes as per the prescriptions of working plan/ scheme under the direct supervision of the concerned Divisional Manager (DM) of OFDC and/ or authorized representative of the concerned area up to the rank of Sub-Divisional Manager (SDM) subject to the overall supervision of the concerned General Manager(GM)/ Director (C)/ Managing Director.

22. The tenderer shall have to produce required number of long bamboos from the forest and deliver at specified OFDC depots to the concerned Divisional Manager for supply to local people, tenants, artisans etc. and will get @ Rs.17/- per piece for Salia long bamboo and @Rs.32/-per piece for Daba long bamboo or otherwise as per decision of Empowered Committee. Long bamboo production is to be done on priority basis and to be supplied within 31<sup>st</sup>.March of every year.

After meeting the local demand, the RMP can take the balance long bamboos on payment of Royalty etc. as per decision of Empowered Committee.

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

(i) 2400 running metres of Salia Bamboo made up by around 50 bundles of 21 pieces each (i.e. 21 pieces in each bundle) 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 each (i.e.21 pieces in each bundle) 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 (i.e. seven pieces in each bundle) and each piece being 2.3 metres(m) long will be taken as one Sale Unit (SU).

(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.

24. The tenderer /RMP is liable to pay all the compensation and other penalties as may be levied and imposed on irregular bamboo working, beyond the rules of the State Government. The Security Deposit towards performance guarantee shall be liable for forfeiture in the event of unsatisfactory performance or breach of the terms and conditions of this tender and

agreement by the tenderer and OFDC will be at liberty to recover any payable dues of tenderer from the security deposit.

25. The Corporation will make all efforts to arrange necessary orders from the Forest Department for delivery of coupes due for working and permission for entry of authorized employees/ agents of the tenderer and also for issue of permit etc. for transportation of bamboo. The tenderer shall take delivery of bamboo coupes due for working after execution of agreement of OFDC Limited with the Divisional Forest Officer as per Orissa Forest Produce (Control of Trade) Rules, 1983 etc.

26. The tenderer /RMP after cutting the bamboo in their operational areas shall transport the same from the forest to the depots of the Corporation. The transport work will be done by tenderer/RMP to ensure extraction of all cut bamboos within 30.6.2018 from forest to depots. For this purpose, authorized agent of the tenderer duly consented and identified by the concerned Divisional Manager and approved by the Divisional Forest Officer shall be allowed to issue coupe permit in Form P-1/B-1 as the case may be in the prescribed form for transportation of cut bamboos in bundles from the coupe to depot of the Corporation. For transportation of bamboo, permits etc. will be printed by the tenderer/RMP and authentication and use shall be facilitated by the Corporation.

27. The permit in Form P-3/B-3 or the transit permit, as the case may be, will be issued by the concerned SDM/Matriculate Supervisors of OFDC Ltd. for lifting of bamboo from depots to factory site, on authorization of the Divisional Forest Officer concerned vide Forest & Environment Department Notification No.3786-6F(B)-27/2005/F&E) dated 03.03.2006.

28. The tenderer/RMP will engage its own staff/ agents in bamboo forest operations independently with clear stipulation that at the end of forest operation season or at the termination of tenderer's agreement, such staff will not claim any equity or right to continue under the OFDC Ltd.. The tenderer/RMP shall be responsible for making wage payments to labourers which shall not be less than the minimum wages and shall abide by all labour laws and related matters and keep the OFDC Ltd. indemnified against any claim arising under any other labour laws.

29. 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.

30. No complaint what so ever regarding quality, quantity and other defects will be entertained in respect of stocks delivered by them at the depots of OFDC Ltd. The RMP will be bound to lift such stock in terms of sale unit.

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

32. Any letter communication 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.

33. The tenderer shall maintain accurate and intelligible account from time to time of the production, transportation and taken delivery and make available a copy of the same to the concerned General Manager/ Divisional Manager and the officer in charge of the

coupe and depot. The delivery account maintained by the Corporation under this agreement shall however, be considered authentic and binding.

34. Decisions taken by Empowered Committee on bamboo or Government from time to time for each crop year will be also part of terms and conditions of this tender sale.

35. The Managing Director, OFDC Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof. Only in exceptional circumstances and in case of genuine difficulties, the Managing Director may at his discretion also relax the limitations stipulated in these conditions.

36. 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 as per Government notifications, guidelines etc. issued from time to time.

37. 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.

Sd/

**Managing Director**



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## **TENDER FORM FOR WORKING OF BAMBOO COUPES THROUGH RMP AND PURCHASE OF INDUSTRIAL BAMBOO THERE OF FROM 2017-18 TO 2018-19 CROP YEAR**

Date of Tender sale -21.10.2017

1. Full name and address of the Tenderer .....

(In capital letters)

Contact number and e-mail address ...

2(a) Name & designation of the person

signing the tender ...

(b) His relationship to the tenderer .....  
(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 Factory /Unit where the IB is proposed to be ...  
utilised as raw material.

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

Date :

Continued page/2

Division wise quantity of Industrial Bamboo with purchase offer and offered rate  
towards payable Royalty + taxes per Sale Unit  
(as per clause No.1 of terms and conditions)

Name of the Forest Division	Notified quantity of IB (In SU) in all coupes of the Division (to be quoted only in accordance with clause No.1)	Offered purchase price per SU of IB (In Rs.)	Offered rate payable towards Royalty etc. per sale unit (In Rs.)
1	2	3	4

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)