

# Odisha Forest Development Corporation Limited

(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC00044

OFFICE OF THE DIVISIONAL MANAGER, BARIPADA (C) DIVISION

## TERMS AND CONDITIONS FOR TENDER ON LEASING OUT OF KESHARI/ SANKARPUR/ PANSI RUBBER PLANTATION FOR EXTRACTION OF RUBBER LATEX UNDER BARIPADA (COM.) DIVISION FOR THE CROP YEAR 2021-22 (2021CROP).


1. Sealed Tenders in the prescribed form are invited from the interested persons/ traders/firms/companies for collection of rubber latex from Keshari, Sankarpur & Pansi Rubber Plantation of the OFDC Ltd. over an area of 34 hectares (available tappable trees 3200 Nos. Approx) for the crop year 2020-21 under the jurisdiction of Baripada (Com.) Division of OFDC Ltd. which is a Divisional Unit of OFDC Ltd (A Govt. of Odisha undertaking), having its Head Office located at A/84, Kharvelanagar, Unit-III, Bhubaneswar. For this purpose, Crop year shall be from **1<sup>st</sup> October, 2021 to 30th September, 2022.**
2. The act of submitting tender will be taken as un-reserved and un-conditional acceptance of these terms & conditions.
3. The intending tendered / firms /companies/persons can inspect Keshari/ Sankarpur/ Pansi Rubber plantation area (hereafter referred to as Rubber plantations) before participating in the tender. The act of offering tender shall be taken as sufficient proof of the tenderers having inspected the Rubber plantations area and having been satisfied about the area of rubber plantation, quality of crop, condition of plantation, and expected yield. No complaint whatever regarding area, plant population, yield, working period, condition of the plantation and damage on account of natural calamities and damages such as tree cutting, theft, diseases etc. shall be entertained from any tenderer for grant of any relief by the Odisha Forest Development Corporation Ltd. at any point of time after submission of tender papers.
4. (a) Intending tenderers shall be required to submit tender only in the prescribed form, to be obtained from the Office of the Divisional Manager, Odisha Forest Development Corporation Ltd, BARIPADA (Com.) Division on payment of **Rs.590/- (Rupees five hundred ninety)** only including GST.(Non-refundable) with initials and seal of the issuing Officer. Each tender must accompany with Earnest Money Deposit (EMD) @ 15 % (Fifteen percent) of the tendered amount in shape of Account Payee Bank Draft drawn at any Nationalized Bank / Scheduled Bank payable at BARIPADA in favour of **"Divisional Manager, Orissa Forest Development Corporation Ltd, Baripada (Com.) Division.** Money Receipt in support of purchase of tender form should be attached along with tender form. **The tenderer is also requested to furnish GSTIN Registration No. or undertaking to produce GSTIN Registration No. before the execution of Agreement.** Non-submission of the same shall be liable to disqualified of the tender.  
(b) The tender with highest offer but not accompanied with prescribed EMD shall be forfeited with deposited EMD at the discretion of the Managing Director, Odisha Forest Development Corporation Ltd. on tender of Keshari, Sankarpur & Pansi Rubber Plantations in question, which shall be settled as deemed fit by the Odisha Forest Development Corporation Ltd. The tenderer will have no claim over the forfeited EMD and no complaint whatever regarding rejection of his offer will be entertained.
5. The tender has to be submitted in prescribed tender form in a sealed envelope super- scribing on the top of the envelope, **"Tender for Keshari, Sankarpur, Pansi Rubber Plantation"** and name of the tenderer. Each tender has to be submitted by Registered post with Acknowledgement Due / Courier Service/ by hand addressed to the " Divisional Manager, Odisha Forest Development Corporation Ltd, BARIPADA (Commercial) Division", so as to reach the Office address given in the notice on or before **2.30 PM of 06.09.2021** Odisha Forest Development Corporation Ltd will not be responsible for the delay or failure in delivery of the tender papers by the Postal Authorities and courier service, and tenders received after the date and time fixed shall not be considered.
6. Tender submitted either jointly or by group of persons shall not be taken into consideration and shall be summarily rejected.
7. The person representing a registered company shall enclose attested copy of certificate of incorporation with copy of memorandum of association and registered power of attorney/ registered partnership firm shall enclose attested copy of registered deed of partnership along with the tender paper.

- Odisha Forest Development Corporation Limited reserves absolute right to accept any tender or reject any or all the tenders without assigning any reason thereof. The Corporation also reserves the right to settle/ lease out the rubber plantations in any manner, it so likes and withdraw the same at any stage.
9. The tenderer may remain present personally or through his authorized representative at the time of opening of tender at **3 PM on 16.09.2021** till its completion. The tender offer would be declared and result will be communicated to the successful tenderer under registered Post with AD within seven days after the sale is ratified by the competent authority of OFDC Ltd.
  10. Earnest Money Deposit (EMD) of the unsuccessful tenderer shall be refunded through registered post within 7 days of finalization of the result of the tender.
  11. The EMD of the tenderer whose tender is accepted finally shall be adjusted towards **Security Deposit @ 15 %** (Fifteen percent) of royalty/ lease amount i.e. tendered amount. Any extra sum paid with tender will be adjusted towards royalty/ lease amount or refunded. The Security Deposit will be refunded after successful completion of contract and on final surrender of the Keshari/ Sankarpur/ Pansi Rubber Plantation after observing the due procedure as per agreement.
  12. The successful tenderer shall have to deposit royalty/ lease amount i.e. tendered amount in full for the entire **2021-22** Crop year (i.e. from **October, 2021 to September, 2022**) within fifteen days of receipt of ratification order.
  13. All payments shall be made in shape of account payee bank draft drawn in favour of "**Divisional Manager, Odisha Forest Development Corporation Ltd, Baripada (Commercial) Division**" on any nationalized Bank/Scheduled Bank payable at Baripada. The tenderer's name and plantation name i.e. Keshari/ Sankarpur/ Pansi Rubber Plantation should be mention on the backside of the Bank Draft.
  14. In the event of failure to deposit the full lease amount/ royalty (i.e. tendered amount) as stipulated in clause No.12, the Odisha Forest Development Corporation Limited will be at liberty to forfeit the security deposit and part royalty paid, if any, without issuing any show cause notice to the tenderer and without assigning any reason thereof. The forfeiture of earnest money deposit/ security deposit / part royalty shall be treated as final and conclusive and the Corporation shall be at liberty to release the Rubber Plantations in any manner as deemed expedient. Such a tenderer will be treated as defaulter and shall not be allowed to take part in subsequent leasing for the number of years as decided by the Odisha Forest Development Corporation Limited.
  15. No complaints from the tenderer will be entertained regarding his ignorance of terms and conditions of the tender on the Rubber Plantation area or law & order situation after issue of acceptance order in his favour.
  16. The successful tenderer shall have to execute an agreement on proper stamp paper with the Divisional Manager, Odisha Forest Development Corporation Ltd, Baripada (Com.) Division in the prescribed form to obtain work order/ license to work within seven days after depositing full royalty / lease amount or tendered amount for one crop year up-to 30<sup>th</sup> September,2020 failing which, the lease will be cancelled and the EMD/ Security Deposit deposited will be forfeited to the Odisha Forest Development Corporation Limited. After execution of agreement, work order would be issued by the Divisional Manager for one crop year up to 30<sup>th</sup> September, 2020. On receipt of the work order, the tenderer would take delivery of the Rubber Plantations within seven days from the Divisional Manager or concerned Sub-Divisional Manager, Karanjia Sub-Division to enter into the Rubber Plantation area and commence the collection of Rubber Latex. If the tenderer fails to take delivery of Rubber Plantation within seven days as above, then the tender will be cancelled and the Rubber Plantation will again be leased out or worked departmentally at the risk of the tenderer. Watch and ward of all the rubber trees and other trees standing there along with their safety against theft and damages is the entire responsibility of the tenderer after the work order is issued.
  17. Legal action including cancellation of lease shall be taken against the tenderer if he/she or his / her representatives enter into the Rubber Plantation area and collect the Rubber latex without full payment or execution of agreement or without taking delivery of the Rubber Plantation. The Corporation further reserves the right to take legal action for criminal trespass; unauthorized entry by the tenderer or his/her authorized representative(s). In no case, the successful tenderer or his/her authorized representative(s) shall commence any work in the Rubber Plantation area before payment of full royalty/ tendered amount

- within the stipulated period, without signing the agreement, without obtaining work order and taking delivery of the Rubber Plantation field.
18. No complaint regarding shortfall in the yield on account of natural calamities, change in area, change/shortfall in working period, number of trees, forcible collection, obstruction by others etc. and no claim for refund of royalty in part or full on account of the same will be entertained.
  19. The contract period of the Rubber Plantation shall commence from the date of agreement to obtain license up-to **30<sup>th</sup> September, 2022**. No extension of time of contract or working period will be granted under any circumstances.
  20. The tenderer after completion of harvesting of rubber latex from the Rubber Plantation shall intimate the concerned Sub-Divisional Manager, Karanjia (C) Sub-Division in writing for inspection of the Rubber Plantation area at least seven days in advance, if such a date is earlier than the expiry of the contract period. After receiving such intimation from the tenderer, the Rubber Plantation area will be inspected by the Sub-Divisional Manager, Baripada (C) Sub-Division to assess the damages. If damages will be noticed, then the compensation amount shall be recovered from the Security deposit of the tenderer.
  21. The tenderer will be allowed to build temporary shed inside the plantation for watching the plantation and / or to store Dry rubber sheets collected from the area without damaging any trees. Such stores and temporary sheds will be kept open for inspection at any time by the staff of OFDC Ltd. The tenderer can utilize the Smoke House of the Corporation situated at the Rubber Plantation field after execution of the agreement.
  22. Failure to deposit the full lease amount/ royalty, and violation of terms and conditions as well as non-execution of agreement, non-maintenance of Rubber Plantation and non-delivery of the Rubber Plantation area after due expiry of contract will be treated as breach of contract and will entail termination of the contract and forfeiture of the entire amount already deposited including security deposit.
  23. Any dues of OFDC Ltd. including the tax liability if any against the Rubber Plantation remaining unpaid shall be treated as arrears of public demand and shall be recovered as public demand under the provision of Odisha Public Demand Recovery Act, 1962 or by any other method as prescribed under law.
  24. In case of any dispute arising about this leasing, it shall be referred to the Director (Operation), Odisha Forest Development Corporation Limited, Head Office, A/84, Kharvelnagar, Unit-III, Bhubaneswar, who will act as Arbitrator and whose decision shall be final and binding on both the parties.
  25. It should be expressly understood that calling for tenders does not take away the right of Odisha Forest Development Corporation Limited in any manner to cause lease of the subject matter/ produce of this tender notice on leasing any other method or not to lease it.
  26. The contents of the tender notice should be read as part of the terms and conditions of lease and shall also be read as part of the agreement to be executed as per condition No. 16.
  27. Any communication sent to the tenderer by Registered post with Acknowledgement Due, which returns back undelivered will be treated as received by the tenderer.
  28. The agreement and contract for license are non-transferable. Nobody except contractors will be allowed to work even by proxy.
  29. Odisha Forest Development Corporation Limited shall not bear any responsibility, legal or otherwise, for breach of peace, litigation or any other public vandalism inside the Rubber Plantation area during the contract period.

30. (a) The defaulters of past years will be debarred from participating in the tender sale, unless they have cleared the previous dues.
31. The tenderer shall furnish up to date Income Tax clearance/non assessment certificates as the case may be from the competent authority at the time of release of security deposit.
32. Security Deposit shall be released to the tenderer after the Corporation is satisfied that all the obligations and formalities on the part of the tenderer under the terms of the agreement have been satisfactorily complied with and that no amount is due against such tenderer. A clearance certificate will be produced by the tenderer from the concerned Sub-Divisional Manager for release of security.
33. The lease of Rubber Plantation for extraction of Rubber latex by way of tender in Odisha on ex-plantation basis will be subject to GST and / or other taxes as per rules imposed by Central & State Govt. as applicable from time to time. The approved tenderer shall be wholly liable to pay the GST and other taxes & statutory dues as applicable for such deal.
34. Competent Courts at Bhubaneswar only will have the jurisdiction over the litigation (s) that might arise out of these transactions and both the parties will have no right to take recourse to legal action in any court other than the appropriate court at Bhubaneswar.
35. The tenderer shall abide by the provisions of Odisha Forest Act-1972, Wildlife (Protection) Act-1972, Odisha Forest Contract Rules, Labour laws and any other Acts, Rules and Regulations in force related to the contracted / leased Rubber Plantation area for extraction of rubber latex.
36. The approved tenderer/ lessee shall observe the provisions of different labour laws applicable to the employees and workmen engaged by him and other statutes like E.P.F., E.S.I., Contract Labour Act, Industrial Dispute Act etc. Odisha Forest Development Corporation Limited shall not be liable for any liability whatsoever relating to the employees and workmen of the lessee/ tenderer.
37. The lease of Keshari/ Sankarpur & Pansi Rubber Plantation is only of the rubber trees to collect rubber latex from rubber trees of Keshari/ Sankarpur & Pansi Rubber Plantation located within the plantation field area. However, the Lessee can use the Smoke House etc. as detailed in condition No.21. All the staff/ Officers engaged by Odisha Forest Development Corporation Limited will have free access to the leased rubber plantation for departmental operations and to inspect, enquire and regulate the terms and conditions of the License. Execution of departmental operations like felling, logging, extraction of trees etc. and developmental activities will continue as usual in the contract area during the contract period by the staff, officers and labourers engaged by Odisha Forest Development Corporation Limited. The approved tenderer/ Lessee will submit the required returns/ information and maintain the necessary documents regarding production of rubber latex and silvicultural operation undertaken.
38. The approved tenderer while extracting rubber latex will not damage the rubber trees and other trees in any manner in the contract area.
39. (a) The Management and Ownership of Rubber Plantation shall lie with the Odisha Forest Development Corporation Limited.  
(b) The approved tenderer shall undertake all silvicultural operations of Rubber Plantation scientifically during pre and post tapping of rubber trees and he should strictly abide by the advice issued by the Inspecting Officer of Odisha Forest Development Corporation Limited.  
(c) The approved tenderer shall take up tapping of all tappable trees ( above 50 cms girth) scientifically in non-destructive ways as technically feasible by engaging trained/ skilled labourers only and abide by the instructions issued by inspecting officer of the Rubber Board. The erroneous or prohibited method of tapping will lead to the cancellation of the contract.

- (d) Dead/fallen trees shall be the property of Odisha Forest Development Corporation Limited. Use of the same as per agreed price can be allowed by Odisha Forest Development Corporation Limited to the lessee locally on application for the purpose.
- (e) Available infrastructure of OFDC Ltd. would be allowed to be used and maintained by the approved tenderer. The construction of only temporary structure/ sheds for operation for their staff and staff of Odisha Forest Development Corporation Limited working in Rubber Plantation area will be allowed.
- (f) The approved tenderer/ Lessee will pay all taxes, levies, fees, and duties etc. as applicable in the State of Odisha and / or applicable as per rules / regulations of Government of Odisha / Government of India during the period of lease.
40. The approved tenderer/ lessee will abide by the rules and regulations of the **Forest Department, Government of Odisha** in force and general law of Contract/ IPC/ Cr. PC/Forest Act. Etc.

  
DIVISIONAL MANAGER,  
ODISHA FOREST DEV. CORPN. LTD.  
BARIPADA [COM] DIVISION.