

# Odisha Forest Development Corporation Limited

(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC000446

OFFICE OF THE DIVISIONAL MANAGER, BARIPADA (C) DIVISION



## TENDER SALE NOTICE FOR SALE OF 22 QTLS OF RUBBER SHEET (RSS-05 GRADE ) AND 02 QTLS OF RUBBER SCRAP FOR THE CROP YEAR 2021-22 .

Sealed Tender are invited from interested persons/ traders/ firms/ companies for disposal of Dry Rubber sheet (RSS-5 Grade) 22 Qtls and Rubber scrap 02 Qtls collected departmentally for the crop year 2021-22 under the Divisional Manager, OFDC Ltd, Baripada (Commercial) Division on payment of Rs 590/- ( 500/- + 5% GST) (Rupees five hundred Ninety ) only ( non-refundable). The tender will be received up to 2PM on 28.12.2021 in the Office of the Divisional Manager, OFDC Ltd, Baripada [C] Division, Similipal Bhawan, AT/PO-Podaastia , Baripada and the same will be opened at 2.30PM on the same day in presence of the tenderers or their authorized representatives. Further details can be obtained from the Office of the Divisional Manager, Odisha Forest Development Corporation Limited, Baripada (Com.) Division.

*15.12.21*

Divisional Manager,

Orissa Forest Development Corpn. Ltd.

Baripada (Com.) Division.

(10)

8372

15/12/2021

# Odisha Forest Development Corporation Limited



(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC000446

OFFICE OF THE DIVISIONAL MANAGER, BARIPADA (C) DIVISION

## TERMS AND CONDITIONS FOR TENDER SALE OF DRY RUBBER SHEET RSS-5 OF 22 QTLS AND RUBBER SCRAP 2 QTLS COLLECTED DEPARTMENTALLY FOR THE CROP YEAR 2021-22

1. The sale of dry Rubber sheet (RSS-5) 22 Qtls and Rubber Scrap 02 Qtls collected departmentally for the crop year 2021-22 under the Divisional Manager, Baripada (Commercial) Division through e-tender/Auction sale etc as conducted by OFDC Ltd, will be subject to the following terms and condition in the sale proceeding.

Registration:= For fresh registration, a purchaser is to apply online in our website ([www.odishafdc.com](http://www.odishafdc.com)) along with tax certificate of provisional registration in form GST REG-25, particulars of address, email ID, PAN card etc. A customer interface (customer login is available in the home page of the website for the purpose. During registration, attested copies of tax clearance certificate and GST registration certificate should be furnished/ uploaded by each applicant. An amount of Rs 10,000/- (Rupees ten thousand) only to be deposited either online/ through NEFT or in shape of account payee Bank draft drawn in favour of OFDC Ltd, Payable at Bhubaneswar towards registration fee. The registration fee is refundable as such as the request of the purchaser and from that date, the registration will stand cancelled. Registration fee will be forfeited to Odisha Forest Dev. Corporation Ltd in case of violation of any of the terms and conditions of sale. Registration will remain valid for one financial year and is to be renewed every year on production of tax clearance certificates/ GST registration certificate and on payment of Rs 500.00 (Rupees five hundred) only towards renewal fee which is non-refundable. Failure to renew the registration will deprive a purchaser from participation in the e-sale.

NB:- An unregistered firm or individuals if interested, can participate in monthly auction sale held at Division level on payment of Rs 5000/- (Rupees five thousand) only as earnest money deposit (EMD) either in shape of cash/ bank draft drawn in favour of Odisha Forest Development Corporation and payable at the concern head quarter of the Division and submission of ID proof like voter ID, PAN card, Driving license etc.

2. The person representing a registered purchaser shall furnish attested copies of registered power of attorney, registered deed of partnership and letter of authorization etc to the authority conducting the sale/ concerned Divisional Manager before taking part in the auction sale participation in the sale will be deemed for all purposes as unreserved acceptance of the terms and conditions of the sale notice by the purchaser.
3. Purchasers are advised to inspect the rubber stocks stored at Keshari before taking part in the sale. They may inspect stocks in the store godown at Keshari on any working day and contact the Sub-Divisional Manager, Karanjia Sub-Division/ Divisional Manager, Baripada [C] Division for further information if desired. Participation in the e-tender/auction/e-auction 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 store godown as notified. No complaint what so ever regarding quality and quantity and other defects will be entertained in respect of any stock after finalization of sale in favour of the purchaser.
4. The authority conducting the sale reserves the right to accept/ reject any or all the offers in respect of any rubber stock or to postpone or cancel the sale of any stock without assign any reason thereof. He may at his discretion reject the highest offer of a purchaser whose performance with regards to the payment of sale value and lifting of rubber materials purchased during previous years have been irregular and unsatisfactory. Further, the authority conducting the sale can add/ withdraw any rubber stock at his discretion for which he shall not be answerable in any court of law or in any forum in any manner.



5. Sale once finalized in favour of a purchaser/ firm cannot be transferred subsequently to any other person/ firm.
6. The purchaser shall furnish his detailed postal address during registration/ renewal/ participation in sale along with telephone/ mobile number and e-mail ID etc to which all communications relating to sale/ the offer if any will be sent. Any letter or communication sent to the purchaser on such address by speed post/ regd. Post/ e.mail will be deemed to have been served on him even if it returns undelivered.
7. Bid offer is to be given in whole rupees , exclusive of all taxes, levies, fees and duties etc and on ex-depot/ store godown basis against each rubber stock. During auction sale, the running bid will not be less than Rs 100/- (Rupees one hundred)
8. **PAYMENT OF EMD**
  - a. In-case of e-tender sale, the minimum EMD is Rs 5,000/- ( Rupees five thousand)only up to offer price of Rs 1,00,000/- (Rupees one lakh) . In case , the tender offered price for the materials is beyond of Rs 1,00,000/- then the EMD will be @ 5% of offered price of the lot rounded to nearest hundred. The Earnest Money Deposit (EMD) shall be deposited either through RTGS/NEFT in Panjab National Bank, Station Square, Bhubaneswar having IFS Code No. PUNB 0055300 and Account No. 0553002100007489 or in shape of Bank draft drawn on any nationalized/ scheduled bank in favour of OFDC Ltd, payable at Bhubaneswar only.
  - b. In case of auction sale, the individual /firm not registered with OFDC centrally will have to pay Rs 5,000/- ( Rupees five thousand) only as earnest money deposit (EMD) either in shape of cash/ bank draft drawn on any nationalized/ scheduled bank infavour of OFDC Ltd and payable at concerned headquarters of the Division for participation in the auction sale. Participation or bidding during auction will not be entertained without deposit of EMD.
  - c. The EMD will be adjusted towards security deposit in case of successful bidder and refunded to the unsuccessful purchasers ' as such' after conclusion of the sale. The EMD will be forfeited to the OFDC Ltd in case of violation of any of the clauses of the terms and conditions of sale.
9. In case of e-tender sale, the tenderers shall up load the scanned copy of instruments in support of payments of earnest money deposit and send the original instruments so as to reach us either through messengers / registered post or speed post in the address mentioned above by **2.30 PM of 28.12.2021** to consider their offer. The offer of the tenderers will be rejected during technical evaluation, where the EMD are not received within the scheduled date and time.
10. The bidder can submit multiple offers at multiple times during the period of e-tender . The latest offer submitted will be taken in to account for evaluation. For the Rubber stock of lot information will be sent to the concerned purchasers through SMS and e.mail in the registered mobile /e.mail id and they are requested to submit the revised offers through e-tender portal within 24 hours of delivery of e-mail failing which it will be presumed that they do not want to revise their offer and then OFDC will have the right either to reject or accept the offer in favour of the tenderer who has first offered in the portal as per timing in the data base.
11.
  - a. In case of e-tender sale, rubber lot wise acceptance of highest offers will be provisionally published in the website ([www.odishafdc.com](http://www.odishafdc.com)) for information of all concerned, payment of security deposit (SD) is to be made within seven days of publication of sale result in the website. However, the date of issue of ratification order will be treated as date of final approval of sale.
  - b. In case of auction sale, the date of sale means the day of auction sale . However, the date of issue of ratification order will be considered as final acceptance of the sale.
  - c. The purchaser cannot claim the ratification as a matter of right even if he has deposited the security deposit on the basis of acceptance of his bid. However, in case of non-ratification, the SD so deposited will be refunded.



**12. SECURITY DEPOSIT [SD]**

a. In case of e-tender sale, the successful tenderers are to pay security deposit @ 20% of the accepted bid amount of the rubber lot either with the Head Office or concerned Divisional Managers, through RTGS/NEFT/ account payee draft drawn on any nationalized/ scheduled bank in favour of OFDC Ltd payable either at Bhubaneswar or at concerned Divisional head quarters respectively within a maximum **period of 7 days of acceptance** / publication of sale result including the date of publication in the website. On failure to deposit the required amount of security deposit within the stipulated period, the sale will be treated automatically cancelled and the lot 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 sale.

b. In case of auction sale, the purchaser whose bid is accepted ( either final or provisional) shall have to pay security deposit @ 20% of the accepted bid amount of the total rubber lots or Rs 20,000/- ( Rupees twenty thousand) only draft drawn infavour of OFDC Ltd, on any nationalized/ scheduled bank payable at concerned Division head quarters. The purchaser having central registration shall have to pay security deposit @ 20% of the total accepted bid amount of the rubber lots or Rs 15,000/ ( Rupees fifteen thousand) only which ever is less as part of SD on the very day of conclusion of sale as above. In exceptional cases with genuine hardship a maximum period of 07 (seven) days including the date of auction sale may be allowed by the said Divisional Manager to deposit the balance security deposit if any on failure to deposit the balance amount of security deposit within the stipulated period the sale will be treated automatically cancelled and the lot will be put to resale on forfeiture of EMD/part SD as well as central registration fees. The defaulted purchasers/ firms will not be allowed to participate in further three consecutive auction sale.

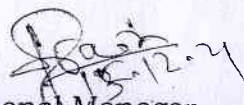
NB- Cases where the sale value of the rubber lot is equal to or less than Rs 20000/- the purchaser have to pay then full sale value ( Instead of 20% security deposit) at a time within seven days of sale.

13. The issue of ratification order 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 offered. However, in case of non-ratification of sale, the SD so deposited will be refunded as such.
14. In case of e-tender/ auction sale, the purchaser will not be eligible to rescind or withdraw his offer between the date of sale and the date of final approval by the Corporation. In the event of violation of this provision before publication of result, the minimum EMD or 5% of the offered price of the lot which ever is higher will be forfeited and in case the result is published, the EMD as above and registration fees of Rs 10,000/- (Rupees ten thousand) will also be forfeited.
15. The purchaser shall be bound by all relevant rules and registrations of Forest and tax department in connection with the purchase billing and transit of the forest produces.
16. The purchasers/ firms shall have to pay the balance 80% of the sale value along with taxes within 30 days from the date of issue of the ratification order. Under exceptional circumstances, another 15 days may 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 rubber lots within 45 days from the date of issue of the ratification order, than the sale will be treated as cancelled along with forfeiture of the security deposit by the Divisional Manager and the rubber lot 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 sale of such lots and the loss if any sustained to Corporation on resale will be treated as arrears of land revenue and would be realised through OPDR Act, 1962 .

**Page-04**

18. On payment of sale value along with taxes as above, lifting will be allowed up to 45 days of issue of ratification order without any rent. Further lifting period of 30 days may be allowed by the concerned Divisional Manager on payment of depot rent @ 35/- per Qtls per month or part of the months 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/godown rent @ 40/- per Qtls per month or part of a month beyond 75 days of sale. Any lots retained at godown beyond 105 days of ratification of the sale even if sale value and taxes as full paid shall be treated as un claimed property and OFDC will be at liberty to dispose off the same in any manner it likes. The sale of such un lifted lots will be cancelled with forfeiture of deposits to the Corporation by the Divisional Manager and rubber lot will be resold at the cost and risk of the purchaser in very next sale.
19. Goods and services taxes (GST) , Forest Development Tax, Income Tax etc as applicable on the date of billing will be charged over and above the accepted price and to be realised from the purchasers. GST is also payable on interest, depot/godown rent and penalty etc as per rule.
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 the managing Director, OFDC will be final and binding.
23. Only the court at Bhubaneswar will have the jurisdiction to try a suit in view of any dispute in the aforesaid sale and no litigation shall be instituted in any other places or in any other court except Bhubaneswar.

For Odisha Forest Development Corporation Limited,



Divisional Manager,  
Odisha Forest Development Corporation Limited,  
Baripada [C] Division.