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)

NOTICE.

Odisha Forest Development Corporation Ltd., Bhubaneswar-C-Division invites sealed tenders from the reputed and interested **sawing contractors** for sawing operation of timbers of all species on job contract basis at Khapuria Sawmill Unit, District of Cuttack in the prescribed format which can be had from the office of the undersigned on payment of Rs.525/- (Rupees five hundred twenty-five) only including VAT (non-refundable) during office hours on any working day from dtd. 01.12.2016.

Γ	SI.	Availability of saw	No. of	No. of shift	Other facilities
	No.	machines (Type)	Machine	required	
				for sawing	
	Ι.	Horizontal saw machine. (Both Electric & Generator connected)	2 Nos	2 Shifts	Crane Hydra-10 available for carrying round timber logs to Sawmill on paid service basis.
	2.	Vertical band saw machine. (Both Electric & Generator connected)	3 Nos	2 Shifts	

The Sawing Contractors are required to go through the details of terms and conditions in our website <u>www.orissafdc.com</u> and accordingly quote the rate per cft on saleable sawing outturn basis. The sealed cover containing tender papers should be superscribed as "offer for sawing of Round Timber on job Contract" and be sent either by speed post or registered post or at drop box to be received up to 3.00 P.M. of 15.12.2016 and shall be opened there-after in presence of the Sawing Contractors or their authorized representative(s). Each offer should be accompanied with an E.M.D. of Rs.50,000/-(Rupees Fifty thousand) only in shape of Bank Draft drawn on any Nationalized Bank/Scheduled Bank in favour of Odisha Forest Development Corporation Ltd. Bhubaneswar (C) Division payable at Bhubaneswar which will be treated as performance guarantee for a period of one year in case of successful sawing contractors and shall be returned as such to the unsuccessful sawing contractors. No offer beyond the stipulated time / date will be entertained and Odisha Forest Development Corporation Ltd would not remain responsible for any postal delay. There shall be no negotiation. Further details can be obtained in the above address.

For Odisha Forest Development Corpn. Ltd.

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

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TERMS AND CONDITIONS OF THE SAWING ON JOB CONTRACT BASIS FOR THE PERIOD OF ONE YEAR.

- 1. The sawing contractor is required to possess a valid license in his own name in respect of contract Labour (Abolition & resolution Act-1970 & other labour laws & registered under EPF/ESI Act & shop & commercial Establishment Act from the competent authority before submitting his tender and has to produce such certificate and copy of PAN card alongwith the tender paper.
- 2. The act of submitting tender will be taken as unreserved and unconditional acceptance of these terms & conditions by such tenderer.
- 3. The intending tenderers can inspect the OFDC sawmill situated at Khapuria, Cuttack before participating in the tender. The act of offering tender shall be taken as sufficient proof of the tenderers having inspected the sawmill and its machineries and having been satisfied about the operation of all sorts of machinery as per quality, condition, supply of electricity and expected outturn capacity relating to sawing quantity. No complaint whatever regarding sawmill and its machineries, power supply and premises shall be entertained from any tenderer for grant of any relief by the OFDC Ltd at any point of time after submission of tender papers.
- 4. Interested tenderer shall be required to submit tender only in the prescribed form containing seal and initials of issuing officer to be obtained from the office of Divisional Manager, Bhubaneswar (C) Division during working hours on payment of Rs. 525/- (Rupees Five hundred Twenty-five) only inclusive of VAT (non-refundable). Each tender must be accompanied with Earnest Money Deposit (E.M.D.) of Rs.50,000/- in shape of Account Payee Bank Draft drawn in favour of "Odisha Forest Development Corporation Limited", drawn on any Nationalized Bank/Scheduled Bank payable at Bhubaneswar. Original Money Receipt in support of purchase of tender form and other certificate as mentioned in S.L. No.1 above are also to be submitted along with tender so submitted.
- 5. The tender has to be submitted by Registered Post with Acknowledgement due/by hand addressed to the Divisional Manager, Odisha Forest Development Corporation Limited, Bhubaneswar (C) Division, Bhubaneswar so as to reach the office address given at top of the notice, on or before 3 P.M of 15.12.2016, OFDC Ltd will not be held responsible for the delay or failure in delivery of the tender papers by the Postal Authorities and tenders received after the due date and time fixed shall not be considered/ entertained.
- 6. Tender submitted either jointly or by a group of persons shall not be taken into consideration and shall be summarily rejected.

- 7. OFDC Ltd. reserves absolute right to accept /reject any or all the tenders without assigning any reason thereof.
- 8. The tenderer may remain present personally or through his authorized representative at the time of opening of tender **at 3.00 P.M on dtd.15.12.2016** till completion of the process. The lowest tender offer would be declared at once and result will be communicated to the successful tenderers within 3 days.
- 9. Earnest Money Deposit (EMD) of Rs.50,000/- of the unsuccessful tenderer shall be refunded within seven days of finalization of the result of the tender by hand to the concerned tenderes or by Regd. post.
- 10. The EMD of Rs.50,000/- of the successful tenderer, whose tender is accepted finally shall be adjusted as Security Deposit towards his performance guarantor till completion of term period. The Security Deposit so deposited will be refunded after term of contract is over to the best satisfaction of Corporation.
- 11. The successful tenderer shall have to execute an agreement in proper stamp paper with the Divisional Manager, OFDC Ltd., Bhubaneswar (C) Division on prescribed form to obtain work order. On receipt of work order the successful tenderer would undertake the sawing work within 3 days from the SDM, Cuttack (C-PL) Sub-Division failing which the work order will be cancelled and SD amount will be forfeited to OFDC.
- 13. The Contractor has to arrange and Saw lawful timber to the extent of minimum 150 M³ round timber per unit per shift of 8 hours in a financial year or proportionate thereof for contract period towards his performance as per OFDC standing order from time to time and to pay differential charges of collection rate and his receivable rate to the Corporation on Lower performance.
- 14. The Contractor should take up sawing as per the order issued by the Corporation through well experienced cutters and workers with a view to obtain good quality sawing and maximum out-turn consistent with profitability to the Corporation so that unnecessary wastage could be avoided.
- 15. The Contractor shall engage necessary workers for two shift both skilled, semi-skilled and un-skilled for their respective sawing work at 2 nos of Horizontal saw machine and 3 nos of Vertical Band saw machine functioning in good condition at Khapuria Sawmill.
- 16.(a) The Sawn product will be measured duly in presence of Staff of OFDC Ltd and after recording result of measurement the Contractor shall hand over the same to the Corporation.

(b) The firewood (remains of timber after taking out sawn sizes) and Saw dust obtained during the conversion will be property of the Corporation to be disposed off by the OFDC Ltd. These shall not be disposed off or removed from Saw Mill premises without proper authority from Corporation Officials.

- 17. The Corporation would reserve the right to terminate the Contract at any time without any notice, if the performance of the Contractor is in the opinion of the Corporation found unsatisfactory or if the Contractor steps or slow down work causing any loss to the Corporation. Decision of the Corporation in this regard shall not be questionable by the Contractor.
- 18. The Contractor shall maintain necessary records as required under Factory Act and Labour Act and shall comply with all provisions of Law so that the Sawmill will not be stopped by order of public Authority.
- 19. The Contractor will be liable entirely for payment of wages, compensation, Bonus, Provident Fund & ESI etc. relating to the persons employed by him besides providing facilities as per Factory Act, Labour Act and the Corporation will not any way be responsible for any irregularities or defaults made by the Contractor in this regard. The Contractor will also remain liable for any deviation in depositing the provident funds/ ESI of the workers as per Provident fund/ESI rule and produce the connected records for verification before the Provident fund Authorities/ Corporation Authority.

The Contractor should be liable entirely for payment of compensation, if any, in the event of injury or casualty caused to any of his workers within the provisions of Factory Act/rules and Labour Act in force and the Corporation shall not be held responsible and liable for such liability within the explicit terms. The Contractor shall be liable to the Corporation if any amount on the aforesaid matters are made payable by the Corporation.

The Contractor shall remain responsible for any criminal action arising out of the commission or omission of the Provisions of the status be connected with the working of the Saw Mill during the period of contract.

- 20. The Contractor is fully responsible for any illegal action of his workers in the Saw Mill premises in case of any damage, theft, accident and loss to Saw Mill machineries and property. The electricity charges, maintenances material of Saw Mill, Cost of Oil and lubricants and all other spare parts, Saw Blades etc, will be borne by the OFDC Ltd. The fixing and fitting of maintenance materials would be done by the contractor.
- 21. The Contractor will observe all rules and regulation Acts and Laws prescribed by any competent authority for running the Saw Mill. He will be fully and finally liable to consequences arising from any commissions and omissions in this regard.
- 22. The Contractor shall prepare the Bill at the end of every Month and submit the same to the Divisional Manager, OFDC Ltd., Bhubaneswar (C) Division through the Saw Mill Manager for receiving the payment from the Corporation. Payment will be made after proper checking of usual deduction. Income Tax collection on this account shall be deposited by the Corporation in Treasury on account of Contractor. The bill shall contain detail the volume of round timber and corresponding Sawn sizes obtained and the crane carrying charges @Rs.6/- per Cft. on round timber will be deducted from the sawing bill every month.

- 23. The agreement and sawing contract are not transferable. No other person except the sawing contractor shall be allowed to work even on proxy.
- 24.OFDC Ltd. shall not bear any legal responsibility or otherwise for any breach of peace, litigation or any other public vandalism inside the sawmill on behalf of sawing worker during the contract period.
- 25. The tenderer shall abide by the provisions of Orissa Forest Act-1972, OFDC Rules, Labour Laws and any other Acts, Rules and Regulations in force related to the contract.
- 26. In case of any dispute arising out of this contract, the matter should be referred to the General Manager, OFDC Ltd., Bhubaneswar (C) Zone and his decision shall be final and binding on both the parties. Provision of arbitration shall apply to persist in this regard before the said General Manager.
- 27.Courts at Bhubaneswar only have the jurisdiction over all such litigations that might arise out of these transactions and both the parties will have no right to take legal action in any court other than the appropriate court at Bhubaneswar.

For Odisha Forest Dev. Corporation Ltd.

Sd/-Divisional Manager Bhubaneswar (C) Division

TENDER FORM FOR JOB CONTRACT ON SAWING OF TIMBER IN OFDC SAW MILL AT KHAPURIA, CUTTACK.						
1	Name & Full Postal address of the Sawing Contractor. :					
2	Labour contract License No.:					
3	E.P.F. Registration No.:					
4	E.S.I. Registration No.:					
5	PAN Number.:					
6	Regn. No. under Shop & Commercial Establishment Act.					
7	Contact Phone No. (Land/Mobile) and E-mail Address					
8	Sawing rate offered per cft on saleable sawn timber in respect of all species	Rsper cft. (Rupees) only				

DECLARATION.

Certified that I Sri.....Son of

Sri......PO:-.....

P.S.:-.....bist.:....bist.:....bave gone through the terms & conditions

and having satisfied myself quoted the above rates.

Date:	Full Signature o	Full Signature of the Sawing Contractor.		
Place:	(With ful	(With full postal address).		
	At:	PO:-		
	P.S.:	Dist.:		
	Contact Cell Phone No			

Enclosures to be attached along with each tender paper.

- 1. Bank Draft bearing No.dtd.....for Rs.50,000/-
- 2. Original MRT of Rs. 525/- in support of purchase of Tender Paper.
- 3. Xerox copies of Labour License, EPF Regn. No., ESI Regn. No., PAN No. & Regn. No. Under Shop & Commercial Establishment Act.