

# ଓଡ଼ିଶା ବନ ଉନ୍ନୟନ ନିଗମା ଲିମିଟେଡ

## 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, Bhubaneswar, Odisha, PIN-751001

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### TERMS & CONDITIONS FOR ADVANCE SALE OF BAMBOO WORKING THROUGH RAW MATERIAL PROCURER FOR THE CROP YEAR 2020-21 TO 2022-23 AS PER NOTIFICATION NO- 17576 DT- 05.11.2020

**Time of receipt of Tender- Up to 3.00 PM of Dt- 23.11.2020**

1. Government of Odisha have been pleased to approve the working of bamboo forest by OFDC 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, more quantum of raw materials for the industry and to generate substantial employment opportunities in forest area on sustainable basis. The following quantity of Bamboo 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 the OFDC Division	Name of the Forest Division	Potential target of Bamboo for each crop year (In SU)	Minimum production target fixed for each crop year (2020-21 to 2022-23) (In SU)
Rourkela	Bonai	581	0
Deogarh	Deogarh	511.29	500
Berhampur	Berhampur	754.6942	563.505
	Parlakhemundi	1313.604	1016.8005
Boudh	Boudh	14998.225	500
Bolangir	Bolangir	140	140
Bhawanipatna	Kalahandi (N)	4349	1899
	Kalahandi(S)	380	380
Bhubaneswar	Nayagarh	1408	498
	Khurda	400	200
Bhanajanagar	Ghumsur-N	5674.565	1352.76
	Ghumsur-S	5000	2450.38
Bhanjanagar/ Boudh	Phulbani	8345.31	2604.77
Muniguda	Rayagada	7479	1950
	Balliguda	2000	1000
Dhenkanal	Athagarh	998	300
Jeypore	Koraput	1652	1652
	<b>Total :-</b>	<b>55984.6882</b>	<b>17007.2155</b>

2. The intending tenderer is required to pay **Rs.5,00,000** /-(Rupees five lakhs only) towards Earnest Money Deposit (**EMD**) either in shape of Bank Draft drawn on any Nationalized / Scheduled Bank in favour of OFDC Ltd. and payable at Bhubaneswar or through RTGS in account number- **0553002100007489** of Punjab National Bank, Station Square branch, Bhubaneswar bearing **IFSC-PUNB0055300** 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 have necessary registration under GST & Income tax. Copies of GST registration certificate and PAN card are to be provided at the time of submission of tender.

4. The selection of Raw Material Procurer will be based on highest offered amount on account of **Royalty etc. payable in respect of industrial bamboos of 2.3 mtr length only**. Accordingly, Forest Division wise offer is to be quoted in the prescribed Form- **Annexure-I & II enclosed herewith**.

The successful tenderer if interested to harvest Industrial bamboo of 4.6 mtr length or Commercial bamboo of average 6.0 mtr length will be allowed to harvest the same subject to payment of royalty etc. **@1.5 times of royalty etc. quoted for Industrial bamboos of 2.3 mtr length**.

**NB: There may be an incremental rise in royalty etc./ working cost from year to year as would be decided by the Government/ Empowered Committee from time to time.**

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, the EMD will be forfeited and the firm will be debarred to work as RMP for a period which may extend up to three years.

7. **a)** The tenderer, whose offer is finally accepted shall pay Security Deposit (SD) in shape of **Bank Guarantee (B.G)/Bank Draft** in favour of OFDC obtained from any Nationalized/ Scheduled 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 will be forfeited. In case of Divisions having **nil** minimum production target, the EMD will be retained as Security Deposit till final reconciliation.

**b)** The validity of the Security B.G.(s) 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 non-performance of the contract or for any default of the tenderer. In case of satisfactory completion of contract and reconciliation of final account, the B.G. 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 Kharvela Nagar, Bhubaneswar within **7 days of such payment**. Further, the successful tenderer will have to execute agreement with OFDC Ltd for each crop year on payment of the prescribed amount of Security Deposit for the Forest Division(s). 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 as well as decision of Empowered Committee shall be treated as part of the agreement whether specifically incorporated or not.

9. The successful tenderer has to make full payment towards sale value against minimum production target fixed for the Forest Division(s) 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 (Royalty etc.) against minimum production target of the Division(s)	31.01.2021
2 <sup>nd</sup>	15% of the sale value (Royalty etc.) against minimum production target of the Division(s)	29.02.2021
3 <sup>rd</sup>	15% of the sale value (Royalty etc.) against minimum production target of the Division(s)	31.03.2021
4 <sup>th</sup>	15% of the sale value (Royalty etc.) against minimum production target of the Division(s)	30.04.2021
5 <sup>th</sup>	15% of the sale value (Royalty etc.) against minimum production target of the Division(s)	31.05.2021
6 <sup>th</sup>	Balance 25% of the sale value (Royalty etc.) against minimum production target of the Division(s) or Balance amount against the actual quantity produced whichever is applicable	15.07.2021

In case of default in payment, the Security Deposit will be forfeited and the advance sale will be automatically treated as cancelled and the stocks will be disposed of otherwise by OFDC 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. Supply of bamboos shall be made to the tenderer/RMP against payment of Royalty etc. in instalments as prescribed at clause (9) above and admissible taxes due on the date of billing. 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 instalments shall be deemed to have not been paid unless the full amount along with the interest, if any, is paid.

11. Billing will be made taking the sum of specification wise working cost to be invested by the RMP as below and payable royalty etc. as Sale Value for the crop year 2020-21 to 2022-23.

<b>Specification</b>	<b>Working Cost</b>
a) I.B of 2.3 mtr length	Rs. 4400/- per Sale Unit
b) I.B of 4.6 mtr length	Rs.5500/- per Sale Unit
c) C.B of 6.0 mtr length	Rs 8480/- per Sale Unit

Taxes as applicable will be realized on sale value accordingly and lifting from depots will be allowed on realisation of all admissible dues by the Division.

**12.** In case the tenderer/RMP fails to make payment of any due within one month of the due date, the quantity of bamboo 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 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. (OFDC) will review the progress of production, transport and lifting of the Bamboo and payment made by the RMP from time to time. OFDC also reserves the right to sale the Industrial /commercial Bamboo in any manner it likes, when the tenderer /RMP fails to make timely payment or lift the stocks from the depots within the specified time.

**13.** If the minimum targeted quantity of bamboo cannot be produced by the tenderer within the stipulated period, the Royalty etc. payable to the extent of Minimum Production Quantity 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 leftover 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 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, represented by tenderer/ RMP 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. 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 the required destination. 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 Royalty etc. and taxes as applicable. The RMP shall be fully responsible for the unlifted bamboos at depots. As regards to the tax component, the RMP shall pay the taxes etc. while raising of bills by the concerned Divisional Manager along with statutory forms to be submitted as per requirement 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 full 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 Rs.1.00 (Rupee 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 **120 days**. For unlifted stock beyond **210 days of delivery**, it shall attract penalty **@ Rs.5/- per S.U.** (including land rent) per month or part of a month for lifting within a maximum period of another **60 (sixty) 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 Odisha 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 (O)/ Managing Director.

**22.** The tenderer/RMP shall have to produce long bamboos from the forest as per requirement of the concerned Division and deliver at specified OFDC depots for supply to local people, tenants, artisans etc. and will get **@ Rs.21/- per piece for Salia long bamboo and @ Rs.40/- per piece for Daba Long bamboo**. Long bamboo production is to be done on priority basis and supplied within 31<sup>st</sup> March of every year.

**23. (a)** Production and disposal of bamboos will be in terms of sale Unit (01 Salia Unit= 2400 rmt & 01 daba Sale Unit= 960 rmt).

**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) 2400 running metres of Salia Bamboo made up by around 52 bundles of 10 pieces each (i.e. 10 pieces in each bundle) and each piece being 4.6 metres (m) long will be taken as one Sale Unit (SU).

(iv) 400 pieces of Salia Long Bamboo with average length of 6 mtr is equal to 1 Sale Unit. 160 pieces of Daba Long Bamboo with average length of 6 mtr would be treated as 01 Sale Unit.

**(b)** All billeted bamboo shall be tied with sabai string in bundles.

**(c)** 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/Working plans/schemes. 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 as well as other payable dues if any.

**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/RMP and also for issue of permit etc. for transportation of bamboo. The RMP 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<sup>th</sup> June next i.e. within 30.6.2021/ 30.6.2022/30.6.2023 ( as per the crop year) 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 as per rule 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 shall be facilitated by the Corporation for its authentication by DFO concerned for use.

**27.** The permit in Form B-2 / 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 the destination on authorization of the Divisional Forest Officer concerned as per 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 while lifting the stocks from 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 /e-mail to the RMP 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.

FOR ODISHA FOREST DEVELOPMENT CORPORATION LIMITED

Sd/  
Managing Director

# Odisha Forest Development Corporation Limited



(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

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## PREScribed TENDER FORM FOR ADVANCE SALE OF INDUSTRIAL AND COMMERCIAL BAMBOO OF 2020-21 TO 2022-23 CROP YEAR

Date of Tender sale – 23.11.2020

1.a) Full name and complete postal address

of the Tenderer (In capital letters) ...

b) 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 /UTR number & date

(c) Name of the Bank & Branch issuing

the Draft/RTGS

4.Name of the Forest Division(s) from where the Bamboo

is proposed to be purchased.

(Details in Annexure-1 to be filled up)

Place:

Full signature of the Tenderer

Date

or authorized person (if any)



**Forest Division wise Offer for payment of Royalty etc. per Sale Unit of Industrial Bamboos of 2.3 mt length**

Name of OFDC Division	Name of Forest Division	Minimum production target of the Forest Division for the year 2020-21 to 2022-23 as per clause-1 (in S.U.)	Quoted price for Payment of Royalty etc. per S.U of Industrial bamboo of 2.3 mt length excluding taxes. (in Rs.)

Certified that, I have gone through the detailed terms and conditions of Tender document and Tender Notice for working of Bamboo coupes as Raw Material Procurer and advance sale of Industrial and Commercial Bamboo and agree to work as Raw Material Procurer abiding the same.

**Date-**

**Full signature of the Tenderer or authorized person if any**

**Place**