

# ଓଡ଼ିଶା ବନ ଉନ୍ନୟନ ନିଗମା ଲିମିଟେଡ୍ 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

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## GENERAL TERMS & CONDITIONS FOR SALE OF ROUND TIMBER, SAWN TIMBER, ROUND FIREWOOD, POLES & BALLIES AND BAMBOO etc. w.e.f. 15.11.2023

(1) The sale of round and sawn timber, round and sawn firewood, poles & ballies and bamboo etc. during auction/e-tender/e-auction sale as conducted by Odisha Forest Development Corporation Ltd (OFDC), will be subject to the following terms and conditions. The purchasers registered with OFDC Ltd are advised to refer these terms and conditions before participation in the sale proceeding. The act of taking part in the sale will be deemed as unconditional acceptance of all the terms and conditions of the sale notice by the purchaser.

**REGISTRATION:** For fresh registration with Odisha Forest Development Corporation Ltd, a purchaser is to apply online in our website [www.odishafdc.com](http://www.odishafdc.com) along with certificate of provisional registration in form GST REG-25/final registration in form GST REG-06, particulars of address, e-mail I.D., PAN card and mobile number etc. A customer interface (customer login) is available in the home page of the website for the purpose. During registration, attested copies of GST registration certificate, PAN Card, Address proof etc., should be clearly furnished and uploaded by each applicant. An amount of Rs10,000.00 (Rupees ten thousand) only is to be deposited through online mode (Debit Card/Credit Card/Net Banking/UPI Gateways). Transaction charges for such payment will be borne by the purchasers as applicable. The registration fee is refundable "as such" at the request of the purchaser and from that date, the registration will stand cancelled. Registration fee will be forfeited to Odisha Forest Development 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 GST clearance certificate and on payment of Rs.500.00 (Rupees five hundred) only towards renewal fee with 18% GST (Total Rs.590/-), which is non-refundable. Failure to renew the registration will debar a purchaser from participation in the sale.

**N.B:** An unregistered firm or Individual if interested, can participate in monthly auction sales held at Divisional level on payment of Rs 10000/ (Rupees ten thousand) only as Earnest Money Deposit (EMD) either in shape of cash/bank draft drawn in favour of OFDC Ltd, and payable at the concerned head quarter of the Division and on submission of I.D. 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.

3. Purchasers are advised to inspect the lot(s) in depots before taking part in the sale. They may inspect the stocks in the depots on any working day and contact the concerned Sub-Divisional Manager/Divisional Manager 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 lot(s) as notified. No complaint whatsoever regarding quality and quantity and other defects will be entertained in respect of any lot (s) after finalisation 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 lot(s) or to postpone or cancel the sale of any lot(s) without assigning any reason thereof. He may at his discretion reject the highest offer of a purchaser whose performance with regard to the payment of sale value and lifting of materials purchased during previous years have been irregular and unsatisfactory. Further, the authority conducting the sale can add / withdraw any lot(s) 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 finalised 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 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 rupee, exclusive of all taxes, levies, fees and duties etc. and on ex-depot basis against each lot. During auction sale, the running bid will not be less than Rs.100/ (Rupees one hundred).

#### 8. PAYMENT OF EMD AND PARTICIPATION FEES

(a) The tenderer offering bids in the e-tender portal is required to pay Rs 200/- +GST@18% (Total Rs.236/-) (Two hundred thirty-six) only towards cost of tender form/participation fees through online payment (Through Debit Card/ Credit Card/ Net Banking/ UPI Gateways) before participation in the sale. The participation fee is non-refundable. Offers without requisite amount towards participation fees will not be entertained. The transaction charge for such online payment as applicable will be borne by the purchaser.

(b) In case of e-tender sale, the minimum EMD is Rs. 5,000/- (Rupees five thousand) only up to offer price of Rs1,00,000/- (Rupees one lakh). In case, the offered price for the lot(s), is above Rs. 1,00,000/- (Rupees one lakh), then the EMD will be @5% of offered price of the lot(s) rounded to next nearest hundred rupees. The Earnest Money Deposit (EMD) shall be deposited through online payment only (Debit Card/Credit Card/Net Banking/UPI Gateways) before participation in the sale. Offers without requisite amount of EMD, will not be entertained. The EMD will not be received in shape of cash/cheque/draft.

(c) In case of auction sale, the individual / firm not registered with OFDC centrally, will have to pay Rs10,000/- (Rupees ten thousand) only as Earnest Money Deposit (EMD) either in shape of cash/ bank draft drawn on any nationalised/ scheduled bank in favour 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.

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(d) 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 O.F.D.C. Ltd in case of violation of any of the clauses of the terms and conditions of the sale.

9. The offer of the tenderers will be rejected during technical evaluation, where the EMD and participation fees are not received in the notified account within the scheduled date and time.

10. The vendor can submit multiple offers at multiple times during the period of e-tender. The latest offer submitted will be taken into account for evaluation. For tie offer(s) against lot(s) if any, OFDC will have the right either to reject or accept the offers in favour of vender, who has first offered the offer(s) in the e-tender portal as per timing in the data base.

N.B: For e-tender sale, vendors are advised to examine carefully all the instruction, terms and conditions, lot list etc. including notifications/addendum/corrigendum/ amendments in portal of e-tender from time to time.

11. In case of e-tender sale, lot wise acceptance of highest offers will be provisionally published in the web site ([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. In case of e-tender as well as auction sale, the date of issue of ratification order will be treated as date of final approval of sale.

## 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 lot(s) either with the Head office or concerned Divisional Managers, through Online/RTGS/NEFT/ account payee draft drawn on any nationalized /Scheduled bank in favour of OFDC Ltd and payable either at Bhubaneswar or at concerned Divisional headquarter respectively within maximum period of 7 days of publication of sale result (including the date of publication) in the web site. On failure to deposit the required amount of security deposit within the stipulated period, the sale will be treated as automatically cancelled and the lot(s) 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 sales.

(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 lot(s) after adjustment of EMD or Rs 25,000/- (Rupees twenty five thousand) only (whichever is less) as part SD on the very day of conclusion of sale in shape of bank draft drawn in favour of OFDC Ltd., on any nationalised/scheduled bank payable at concerned divisional headquarters. The balance/differential amount towards SD up to 20% of the sale value if any, is to be paid within 07(seven) days including the last date of auction sale, failing which the sale will be treated as automatically cancelled and the lot(s) 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 sales.

NB: Cases, where the sale value of the lot(s) is equal to or less than Rs.25,000/- (Rupees twenty-five thousand), the purchaser has to pay the full sale value instead of 20% security deposit within seven days of sale. (For both e-tender and auction sale).

13. The issue of ratification order will 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 offers. 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 whichever is higher, will be forfeited and in case the result is published, the EMD/5% of the offered price (whichever is higher) as above and registration fees of Rs10,000/- will also be forfeited.

15. The purchaser shall be bound by all relevant rules and regulations of Forest and tax department in connection with the purchase, billing and transit of the forest produces.

16. The purchaser / firm shall have to pay the balance 80% of the sale value along with taxes within 30 days from the date of issue of 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 lot(s) within 45 days from the date of issue of ratification order, then the sale will be treated as cancelled along with forfeiture of the security deposit by the Divisional Manager and the lot(s) 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 sales of such lot(s) and the loss if any sustained to Corporation on resale will be treated as arrears of land revenue and would be realized through OPDR Act. 1962.

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 @ Rs.35/- per cum 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 rent @ Rs.40/- per cum beyond 75 days of sale. Any lot(s) retained at depot beyond 105 days of ratification of the sale, even if sale value and taxes fully paid, shall be treated as "unclaimed property" and OFDC will be at liberty to dispose of the same in any manner it likes. The sale of such unlifted lot(s) will be cancelled with forfeiture of deposits to the Corporation by the Divisional Manager and lot(s) will be resold at the cost and risk of the purchaser, in very next sale.

19. Taxes as per GST Act and Rule, 2017 and other levies, fees & duties etc. as applicable on the date of billing will be charged extra over and above the sale price and to be realized from the purchaser. GST is payable on interest, depot rent and penalty etc. as per rule. Income Tax and surcharge as applicable will be collected at source as per provisions of section 206 of Income Tax except those who produce the required exemption certificate

from the Assessing Officer of the Income Tax Department, to the extent of such exemption limit fixed as mentioned in the said certificates.

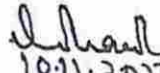
20. If the due date of payment of security deposit as well as balance sale value falls on a Sunday or holiday, the next working day will be treated as the due date of payment.

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 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

  
10.11.2023  
Managing Director


20693 (24)

Memo No- /T/AS/55/2110-11 Vol III Dt 10.11.2023

Copy communicated to all General Managers (Zones)/ Divisional Managers (C& C-KL) Division, OFDC Ltd. for favour of information and necessary action. These terms and condition will be applicable with effect from auction / e-tender sale from November 2023 onwards.


Copy to e-procurement cell /Notice Board of Corporate Office for information and necessary action.

Copy hoisted in the Website of OFDC Ltd for information of all concerned and wide publicity.

  
10/11/23  
Manager (Operation)

Memo No- 20694 Dt. 10.11.2023

Copy communicated to all Registered/renewed Purchasers with OFDC Ltd, for their information and necessary action.

  
10/11/23  
Manager (Operation)