

# ଓଡିଶା ବନ ଉନ୍ନୟନ ନିଗମ ଲିମିଟେଡ Odisha Forest Development Corporation Limited



(Formerly Orissa Forest 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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## TERMS AND CONDITIONS FOR TENDER ON LEASE OUT OF CASHEW PLANTATION LOTS OF BHUBANESWAR (C) / BERHAMPUR(C) / BHANJANAGAR (C) / JAJPUR ROAD (C) / DHENKANAL (C) DIVISION OF OFDC LTD. FOR THREE YEARS (2021, 2022 AND 2023) CROP TO BE HELD ON 02.03.2021

01. Sealed tenders in the prescribed forms as **Annexure -I (one page)** are invited from interested persons/ traders/ firms/ companies for collection of cashew nuts with thalamus hereinafter referred to as "Cashew nuts" from the plantation lots as **Annexure-II (three pages)** of Bhubaneswar (Commercial) Division, Jajpur Road (Commercial) Division, Dhenkanal (Commercial) Division, Berhampur (Commercial) Division and Bhanjanagar (Commercial) Division for the period ending 31.07. 2023 (**2021, 2022 and 2023 CROP**) with offer for three years i.e. 3 Crops in Lump sum, but payment of 1/3rd (One-third) of total offer should be made each year as stipulated in clause 12. For this purpose crop year shall be from 1<sup>st</sup> October to Next 30<sup>th</sup> September (say for 2021 Crop year, it is 1<sup>st</sup> October, 2020 to 30<sup>th</sup> September 2021) and for 2023 crop year it shall be up to July, 2023 only.

02. The act of submitting tender will be taken as unreserved and unconditional acceptance of these terms & conditions by such tenderer /purchaser of cashew plantation lots.

03. The intending tenderers can inspect the cashew plantation lots hereafter referred to as lot (s) before participating in the tender. The act of offering tender shall be taken as sufficient proof of the tenderers having inspected the lots and having been satisfied about the area of the lot, quality of the crop, condition of the plantation, and expected yield. No complaint whatever regarding area, plant population, yield, change/shortfall in working period, condition of the plantation and damage on account of force-majeure and damages such as tree cutting, theft and diseases etc. 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.

04. (a). Intending tenderer shall be required to submit tender only in the prescribed form containing seal and initials of issuing officer to be obtained from the address mentioned above or from the concerned office of Divisional Managers/ Sub-Divisional Managers during working hours on payment of Rs. 200/- (Rupees two hundred only) exclusive of GST (non-refundable). Each tender must be accompanied with Earnest Money Deposit (E.M.D.) @15% of the tendered amount in shape of Account Payee Bank Draft drawn in favour of "**Odisha Forest Development Corporation Limited**", of any Nationalized Bank/Scheduled Bank payable at Bhubaneswar. Original Money Receipt in support of purchase of tender form, GST Registration Number (GSTN) or undertaking to produce GST Registration Number (GSTN) before execution of the agreement are also to be submitted along with tender so submitted.

(b). In case the tender so offered with highest bid is not accompanied with prescribed E.M.D. then the deposited EMD against the lot shall be forfeited by the OFDC Ltd or order may be made as deemed fit.

05. For each lot separate tender has to be submitted in a separate prescribed tender form in a sealed envelope super scribing on the top of the envelope, the name of the division, name of plantation, lot number and name of tenderer.

06. Each tender is to be submitted by Registered Post/Speed post/Courier Service or by dropping the tender in the tender box kept for the purpose at Plantation Branch of Corporate Head Office in sealed cover addressed to the Managing Director, Odisha Forest Development Corporation Limited, Bhubaneswar so as to reach the office address given at top of the notice, on or before **1.30 PM of 02.03.2021**. OFDC Ltd will not be held responsible for the delay or failure in delivery the tender papers by the Postal Authorities and courier service agents etc. and tenders received after the due date and time fixed shall not be considered/ entertained.

07. Tender submitted either jointly or by a group of persons shall not be taken into consideration and shall be summarily rejected.

The person representing a registered company shall enclose attested copy of certificate of incorporation with copy of memorandum of association, and copy of registered power of attorney. Registered partnership firm shall enclose attested copy of registered deed of partnership firm along with the tender paper.

08. OFDC Ltd reserves absolute right to accept /reject any or all the tenders without assigning any reason thereof. The Corporation also reserves the right to settle / lease out the lot in any manner, it likes so or withdraw the lots, if any.

09. The tenderer may remain present personally or through his/her authorized representative at the time of opening of tender **at Corporate Office on 3.00 PM of 02.03.2021** till completion of the process. The tender offer would be declared and result will be communicated to the successful tenderers 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 seven 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) on three years royalty/ lease rent. Any extra sum paid with tender will be adjusted towards royalty or will be refunded. Security Deposit so deposited will be refunded to the tenderer after successful completion of contract and on final surrender of the lot by the tenderer to OFDC after completion of three years term period.

12. The successful tenderer shall have to deposit 1/3rd (One-third) of the tendered amount for each crop year towards royalty in one installment as per the following schedule:

- for 2021 crop year – on or before 10th day of issue of demand letter.
- for 2022 crop year – on or before 30.09.2021
- for 2023 crop year - on or before 30.09.2022

13. All payments shall be made in shape of Account Payee bank draft drawn in favour of **“Odisha Forest Development Corporation Limited”** on any Nationalized Bank/Scheduled Bank payable at Bhubaneswar. The tenderer's name with the name of Division and plantation lot number should be mentioned on the backside of the Banker's Cheque/ Pay Order/ Bank Draft.



14. In the event of failure to deposit the royalty by the tenderer 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 notice to the tenderer or without assigning any reason thereof. The forfeiture of Earnest Money Deposit / Security Deposit/ and part royalty so forfeited shall be treated as final and conclusive and the Corporation will be at liberty to lease out the said lot/s again in any manner as deemed proper.

Further, such defaulted tenderer will be blacklisted for a period of five years and shall not be allowed to take part in subsequent tender/auction process of cashew Tender. List of such blacklisted tenderers will also be displayed in the Notice Board of concerned Division offices.

15. No complaint from the tenderer shall be entertained regarding his ignorance of conditions of the tender after issue of acceptance order in his favour by the competent authority.

16. The successful tenderer shall have to execute an agreement in proper Non-Judicial stamp paper with the concerned Divisional Manager, OFDC Ltd in the prescribed form to obtain work order/licence to work within seven days after depositing full royalty/lease amount along with GST of 2021 crop year failing which the lease will be cancelled and the Security Deposit (S.D) and the lease amount /royalty deposited if any will be forfeited to OFDC Ltd.

After execution of agreement, work order would be issued by the concerned Divisional Manager for 2021 crop. On receipt of the work order, the tenderer would take delivery of the Lot within seven days from the concerned Sub-Divisional Manager to enter into the lot area and commence work of cashew nuts collection. If the tenderer fails to take delivery of lot within seven days as above, then the tender will be cancelled and the lot will again be put to resale at the risk of the tenderer. Watch and ward of the cashew plantation lots and other trees standing in the said lot will be the entire responsibility of the tenderer to protect the same against theft and damage etc. after the work order is issued in his favour.

17. Necessary legal action including cancellation of lease shall be initiated against the tenderer if he/she or his/ her representatives enter into the lot forcefully and collect the cashew nuts without full payment or execution of agreement or without taking delivery of the allotted lot/s. The Corporation further reserves the right to take appropriate legal action for such criminal trespass or for unauthorized entry by the tenderer or his /her representative(s). In no case the successful tenderer or his / her authorized representative(s) shall commence any work in the lot before payment of full royalty within the stipulated period, without executing the agreement and without obtaining work order and without taking delivery of the lot so allotted.

After taking delivery of the lot, the concerned tenderer shall immediately commence crop protection work against pests, diseases etc. of the plant population and also take up steps for crop improvement work with soil working, manuring, weeding of lot area as well as ensure proper protection and maintenance of plantation with silvicultural/ horticultural practices to increase productivity at his own cost. The lease holder will ensure proper protection of all the trees/plants including replanted cashew plants in the lot area. Joint inspection of the lot will be taken up by the Divisional Manager/ Deputy Divisional Manager (DDM)/ Sub-Divisional Manager (SDM) in presence of the successful tenderer during August– September and November–December each year to assess the crop maintenance work done by the tenderer whether satisfactory or unsatisfactory, which shall determine the further continuance of work order, renewal of work order and agreement etc.

In the event of failure of proper maintenance of plantation as stipulated above, OFDC Ltd shall be at liberty to forfeit the SD and tender amount after giving an opportunity to the tenderer of being heard on that respect on proper intimation and thereafter to lease out the lot in any manner as deemed proper expeditiously at the risk of tenderer.

18. Complaint regarding shortfall in the yield on account of Force-majeure, change in area, number of trees, forcible collection and obstruction by other persons etc. and claim for refund of royalty in part or full on account of the same will also not be entertained.

19. The contract period of the lot shall be from the date of agreement and after obtaining work order/ license till 31 July, 2023. Work order shall be issued to the tenderer on crop year basis in October every year or subsequently after October every year. No extension of time of contract or working period will be granted under any circumstances.

20. The tenderer after completion of harvesting of the crop (i.e. collection of cashew nuts with thalamus) from the lot shall intimate the concerned SDM/ DDM in writing for inspection of the lot at least seven days in advance, before completion of the contract period. After receiving such intimation from the tenderer, the lot/s will be inspected by the SDM/ DDM concerned to assess the damages if any. If any damage will be noticed, then such damage amount shall be recovered from the security deposit of the tenderer.

21. The tenderer will be allowed to build temporary shed without damaging any existing trees inside the plantation area for watch and ward of the said plantation and/ or to store raw cashew nuts collected from the area. Such stores and temporary sheds will be kept open for inspection at any time by the staff of OFDC Ltd authorized for the purpose. The tenderer or his /her authorized Agent / Representative will sign in the stock register to be maintained by the OFDC Ltd staff regarding quantity collected and lifted (of Cashew nuts) each day from the said lot/s. No lifting of cashew nuts should be allowed from the lot without joint signatures in the stock register by the authorized representative of the tenderer and authorized OFDC Ltd. staff.

22. Failure to deposit the royalty, and violation of terms and conditions as well as non-execution of agreement, non-maintenance of lot and non-delivery of the lot 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. Such tenderer will be blacklisted and shall not be allowed to take part in subsequent tenders and auctions for leasing out of cashew lots for collection of cashew nuts with thalamus for next five years.

23. Any payable dues of OFDC Ltd against the lot(s) remaining unpaid shall be treated as arrears of public demand and shall be recovered as public demand under the provisions of Orissa Public Demand Recovery Act, 1962 (Orissa Act 1 of 1963) or by any other method as prescribed under law

24. It should be expressly understood that inviting of tenders does not take away the right of OFDC Ltd in any manner to cause lease of the subject matter/ produce. OFDC reserves the right for lease out of the lot in any other way it so requires or not to lease it.

25. The contents made in this tender notice shall also forms a part of the terms of lease and shall also be read as part of the agreement to be executed between both the parties as per condition No. 16, to which both the parties have agreed to.

26. Any communication sent to the tenderer by Registered Post with Acknowledgement Due by the Corporation which returns back undelivered will be treated as the same has been delivered on the tenderer.

27. The agreement and contract for license are non-transferable. No other person except the lease holder/s shall be allowed to work even on proxy.
28. OFDC Ltd shall not be liable for any legal responsibility or otherwise for any breach of peace, litigation or any other public vandalism inside the lot during the contract period.
29. (a) The defaulted tenderers of past years will be debarred from participating in future tenders and auctions for a period of five years unless they have cleared their earlier dues.
- (b) The notified defaulted tenderers of past years having not cleared the earlier dues and submitting tenders, shall invite forfeiture of their deposit submitted with the tender papers and which entails non-acceptance of his/her tender by the OFDC Ltd.
30. The successful tenderer shall furnish up to date Income Tax clearance certificate as the case may be from the competent authority at the time of release of security deposit, after completion of lease period.
31. Security Deposit shall be released to the tenderer after the Corporation is satisfied that all 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 outstanding against him. A clearance certificate will be produced by the tenderer from the concerned SDM for release of his security deposit (SD).
32. The lease of cashew nuts by way of tender in Odisha on ex-plantation basis will be subject to Taxes as applicable from time to time to be paid by the tenderer/lease holder and the tenderer (Lease holder) will be solely responsible for payment of dues of any Taxes/GST/IT any other statutory dues, as per prevailing law.
33. The tenderer shall abide by the provisions of Orissa Forest Act-1972, Wildlife (Protection) Act-1972, Orissa Forest Contract Rules, Labour Laws and any other Acts, Rules and Regulations in force related to the contracted lot or area.
34. This lease of lot/s is only to collect cashew nuts with thalamus from the leased cashew trees located within the lot area. OFDC would be at liberty to undertake departmental operations in respect of trees other than leased out trees and other developmental activities inside the lot area. All staff, officers and labourers engaged by OFDC Ltd will have free access to the contract area for departmental operations and to inspect, enquire and regulate the terms and conditions of license.
35. The tenderer while collecting cashew nuts will not damage cashew trees and other trees in the contract area. If any damage is caused to the trees in the leased area during the contract period, the lease holder/tenderer is liable to pay compensation for such damages as determined by the concerned Divisional Manager of OFDC Ltd.
36. In case of any dispute arising over this lease of contract or relating to any of its provisions of such tender or Agreement made here under, it shall be referred to the **Director (Operation)** OFDC Ltd, Head office, Bhubaneswar, who will act as the Arbitrator and whose decision shall be final and binding on both the parties.
37. Courts at Bhubaneswar only have the jurisdiction over all such 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.

  
Managing Director



# TENDER FORM

Annexure-I

OFFER SHEET FOR ONE (LOT ONLY) FOR TENDER FOR LEASING OUT OF CASHEW PLANTATION LOTS OF  
DIVISION FOR THREE YEARS LEASE BASIS I.E. 2021, 2022 & 2023 CROP TO BE HELD ON DT---

TENDER FORM MONEY RECEIPT NO. \_\_\_\_\_ DT. \_\_\_\_\_.

Sl. No.	Lot No.	Name of the plantation	Year of plantation	Area (in Hectare)	Total offered value for 03 crop years		Particulars of EMD		
					In figure	In words	Rs.	Draft No.	Date
1	2	3	4	5	6	7	8	9	10

Certified that, I have gone through the terms and conditions of the tender to be held on \_\_\_\_\_ which is acceptable to me and offer the above royalty/ lease rent for the lot mentioned above.

(Signature)

Full name of the tenderer

Complete address:-

Date

Mobile No.

**N.B:-** 1. One form is to be used only for one lot offer.

2. Please note that, if more than one offer is made in this form that the entire offer is liable for rejection.

3. Correct and complete postal address should be given (in capital letter)

**Division wise List of Cashew Plantation Lots put to Tender on 02.03.2021 for leasing out on 3 years lease i.e. 2021, 2022 & 2023 crop year**

Sl. No.	Lot No.	Name of the Plantation Lots	Area (in Ha)	Year of Plantation/ Replantation	Approx. No. of trees to be leased out during 2021, 2022 & 2023 Crop
1	2	3	4	5	6
<b>BHUBANESWAR (C) DIVISION</b>					
1	01/21	Nalsingh DPF	52	1978-79	3290
2	09/21	Kunjuri DPF-B	44	1991-92	4099
3	14/21	Champagarh RF	20	2011-12	469
				1981-82	
4	17/21	Champagarh RF	20	2010-11	303
				1988-89	
5	22/21	Kuhudi, RF	16	1989-90	863
6	26/21	Maninag, RF	20	1992-93	58
7	36/21	Naragoda, DPF	193	2011-12	16015
				1982-83	
8	37/21	Naragoda, DPF	25	1990-91	7491
				2008-09	
				2009-10	
				2010-11	
				2011-12	
				1987-88	
9	38/21	Naragoda, DPF	30	1988-89	3356
				2009-10	
				2011-12	
				1990-91	
10	39/21	Naragoda, DPF	52	2009-10	825
				1992-93	
11	40/21	Naragoda, DPF	40	2009-10	2747
				1985-86	
12	47/21	Sundarpur, DPF (Bhusandapur)	87	1988-89	5736
13	48/21	Chidia, DPF, (Bhusandapur)	40	2006-07	1455
				2011-12	
				1988-89	
14	49/21	Bhajagarh RL	88	2007-08	4944
				1988-89	
				1990-91	
15	51/21	Phulchhanchuni, DPF (Bhusandapur)	15	2007-08	1028
				1989-90	
16	57/21	Rameswar P-I, DPF	33	1992-93	2889
17	60/21	Nariamba KF	240	1981-82	6576
18	61/21	Luharkhani & Sunarkhani	96	1982-83	3042
19	62/21	Chorkhol KF	100	1981-82	217
20	63/21	Hatimunda RF	50	1981-82	104
21	64/21	Simabamuri RL	120	1982-83	1885
22	65/21	Gochha RL	125	1988-89	5656
23	66/21	Gochha (Banijhari) BRF & Belaragadi RL	75	1988-89	1658
24	67/21	Pankalbadi RL	75	1988-89	3580
25	69/21	Dhabalei-Mankadakhia RL	175	1989-90	2696
26	72/21	Badibari RL	45	2011-12	1113
27	73/21	Durungi RL	25	1989-90	212
				1989-90	

28	77/21	Turuturi RL	25	1990-91	1229
29	78/21	Budhabudhiani RL	110	1990-91	938
30	79/21	Bhobasara RL	50	1990-91	477
31	85/21	Kadalapalli, RL	30	1991-92	1505
32	86/21	Sinduria Mushajhari, RL	35	1992-93	1054
33	88/21	Ramjena RL	15	2011-12	1160
34	91/21	Kaptapalli KF	80	1992-93	1717
			52	1982-83	
35	102/21	Barunei	100	1988-89	1465

### Resale Lots of BHUBANESWAR (C) DIVISION

1	16/19	Champagarh, RF	23	1989-90	579
				2010-11	
2	24/20	Maninag, RF	180	1980-81	1131
				2007-08	
3	25/20	Maninag, RF	40	1981-82	1569
			35	1988-89	
			20	1990-91	
4	44/19	Bagheiput DPF	25	1990-91	2749
5	45/19	Bagheiput DPF	15	1992-93	1039
6	46/19	Nuapada DPF	160	1979-80	17798
				1988-89	
				2007-08	
				2008-09	
7	92/20	Jaymangal RF	35.20	1979-80	9220
			34.80	1980-81	
			30	1981-82	
8	93/19	Keranga DPF	78	1988-89	7857

### BERHAMPUR (C) DIVISION

1	7 & 35/21	Bhallery -I & Bhallery -IIA Mix	140	1980-81	9540
			20	1990-91	
2	13/21	Bhallery DPF Gap plantation	60	1981-82	6182
			18	2006-07	
3	16/21	Bhallery-III	300	1981-82	23088
4	21/21	Kumaripari-I Mix	250	1988-89	2002
5	26/21	Sandhamula	20	1988-89	120
6	30 & 36/21	Kumaripari-IV Mix	58	1989-90	1057
		Kumaripari-II A Mix	10	1990-91	
7	40/21	Kendupat Mix Gap plantation	53	1991-92	1090
				1989-90	
8	42/21	Khalladi-Mix	125	1991-92	1372
9	45/21	Jhinkiria & Gap plantation	68	1978-79	568
				2007-08	
10	46/21	Bugal	104	1978-79	4390
11	47, 76, 82 & 113/21	Mathokhol	80	1979-80	3321
		Mathakhol Mix	40	1989-90	
		Mathakhol Mix	50	1990-91	
		Mathakhol Mix	50	1991-92	
12	49/21	Jogia(A) Gap plantation	80	1979-80	805
				2007-08	
13	61/21	Badarampalli Gap plantation	100	1986-87	990
				2006-07	
14	64/21	Badarampalli & Gap plantation	95	1987-88	3202
				2006-07	
15	71/21	Ranibar Mix	20	1988-89	250
16	80/21	Bugal Mix	50	1990-91	527
17	117/21	Dadara & Gap pltn	35	2008-09	1298



Resale Lots of BERHAMPUR (C) DIVISION					
1	11/19	Sahakhola,IV	28	1981-82	1065
2	23/19	Sahakhola-VII Mix	66	1988-89	1523
				2008-09	
3	59/19	Mathakholo & Gap Plantation	80	1981-82	105
			15	2007-08	
4	31/20	Khaladi- Mix	130	1990-91	815
5	43/20	Badaghati-I	60	1978-79	300
6	58/20	Krushnagiri Gap Plantation	100	1981-82	670

BHANJANAGAR (C) DIVISION					
1	91/21	Binodia	60	1980-81	210
2	100/21	Badadanda	11.50	1988-89	723
				2009-10	
				2010-11	
3	103/21	Ambadaban	60	1990-91	1395
4	108/21	Ambadaban Mix	65	1988-89	40
5	112/21	Ambadaban Mix	20	1991-92	436
Resale Lots of BHANJANAGAR (C) Division					
1	96/20	Gajendra	50	1987-88	2579
2	99/20	Ambadaba II	80	1988-89	550

Resale Lots DHENKANAL (C) DIVISION					
1	106/19	Subasi, BRF	20	1982-83	4013
			40	1992-93	
2	108/19	Brahamanbasta, BRF	92	1988-89	2545
			30	1989-90	
			30	1990-91	
		Subasi, BRF	20	1990-91	
JAJPUR ROAD (C) DIVISION					
1	117/21	Mahagiri PRF	450		11796
2	116/21	Kalakala BRF	70	1992-93	844
			39.4	2007-08	