

ଓଡିଶା ବନ ଉନ୍ନୟନ ନିଗମ ଲିମିଟେଡ୍
Odisha 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

Telephone:-0674-2534086, 2534269 Fax: 0674-2535934

[website: www.odishafdc.com E-mail ID: general@odishafdc.com]

Notice No. 6577 /26/195/2022-PLNT

Dated: Bhubaneswar, the 21st March, 2024

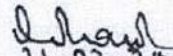
AUCTION FOR LEASING OUT OF CASHEW PLANTATION LOTS

The unsold/resale cashew plantation lots of Bhubaneswar/ Jajpur Road/ Berhampur and Bhanjanagar (C) Division of OFDC Ltd will be leased out through public auction on one year lease basis i.e. for 2024 crop at concerned Divisional Manager Headquarters on **05.04.2024** commencing from 11.00 A.M. Terms and conditions of Auction and further details can be seen/downloaded from our website www.odishafdc.com from **28.03.2024**.

Lots remaining unsold in the above auction along with forfeited/resale lots if any will be put to subsequent auction on **15.04.2024** for which the terms and conditions as well as lot list can be seen/downloaded from our website from **10.04.2024**.

For further details, the concerned Divisional Managers may be contacted.

For the Odisha Forest Development Corporation Ltd.


21.03.2024
Managing Director

Memo No. 6578(8) /195/2022 Dt. 21.03.2024 / **By E-mail**

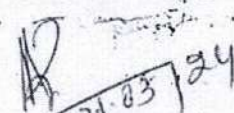
Copy forwarded to the General Manager (C), O.F.D.C. Ltd. Bhubaneswar Zone/ Berhampur Zone for information and necessary action.

Copy forwarded to the Divisional Manager (C), O.F.D.C. Ltd. Bhubaneswar/ Jajpur / Berhampur/ Bhanjanagar (C) Division for information and necessary action. Wide publicity may be made for information of all concerned.

Copy forwarded to the Manager (C), Corporate Office for information and necessary action for publication of the auction notice in two daily Odia newspapers on or before **22.03.2024**.

Copy to Computer Cell, Corporate Office for floating of the auction notice through the websites on or before dt. **22.03.2024**.

Copy to the Notice Board.


21.03.24
Manager (Headquarters)



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TERMS AND CONDITIONS FOR AUCTION SALE OF CASHEW PLANTATION LOTS OF BHUBANESWAR (C) DIVISION FOR 2024 CROP ON ONE YEAR LEASE BASIS

01. Auction sale of unsold/resale Cashew lots of Bhubaneswar (C) Division will be held on dt.05.04.2024 Commencing from 11:00 AM at Divisional Headquarters for collection of cashew nuts with thalamus hereinafter referred to as "Cashew nuts" from the plantation lots for one crop year i.e. for 2024 crop, for the period ending 31.7.2024 on payment of full bid amount along with taxes for this purpose. The crop year shall be from the date of agreement to 31st July 2024.
02. The act of bidding in auction will be taken as unreserved and unconditional acceptance of terms & conditions.
03. The intending bidders can inspect the cashew plantation lots hereafter referred to as lot (s) before participating in the Auction. The act of bidding shall be taken as sufficient proof of the fact that the bidders have inspected the lots and being satisfied about the area of the lot, quality of the crop, condition of the plantation, and expected yield etc. No complaint regarding area, plant population, yield, condition of the plantation and damage on account of natural calamities and damages such as tree cutting, theft, diseases etc. shall be entertained from any bidder/Lease holder for grant of any relief by the OFDC Ltd at any point of time after finalization/approval of lease in his/her favour.
04. Intending bidder/Lease holder shall be required to deposit earnest money deposit (EMD) of Rs. 5000/- (Rupees Five thousand only) either in shape of cash or through Account Payee Bank Draft drawn on any Nationalized Bank payable at Divisional Headquarter in favour of "Odisha Forest Development Corporation Limited" and copy of GST Registration certificate, obtained from the competent authority. Non-submission of the same shall disqualify the bid.
05. OFDC Ltd is not bound to accept the highest bid amount and reserves absolute right to accept any bid or reject any or all the bids without assigning any reason thereof. The Corporation also reserves the right to settle/ sell or lease out the lot in any manner, it so likes and withdraw the lots from sale or leasing out, if any. Further the OFDC Ltd. Also reserves the right to withdraw the sold/leased lot at any stage without assigning any reason thereof.
06. The acceptance of the bid will be communicated to the successful bidders under Registered Post with AD/Speed Post. The successful bidder will have to pay Security Deposit @ 15% of the bid value soon after fall of hammer. In exigencies time up to 5:00 P.M. of dt.05.04.2024 may be allowed at the discretion of Divisional Manager for payment of Security Deposit. After payment of security deposit, the bid will be ratified.
07. The EMD of the bidder/Lease holder, whose bid is accepted finally, shall be adjusted towards security deposit @15% (Fifteen percent) of one year royalty/lease rent. Any extra sum paid towards EMD will be adjusted towards royalty/lease rent or refunded. Security Deposit will be refunded to the bidder/Lease holder after successful completion of contract and on final surrender of the lot.

Contd. To P/-2.

08. Earnest Money Deposit (EMD) of the unsuccessful bidder/Lease holder shall be refunded at the closing of the auction.

09. The successful bidder/Lease holder shall have to deposit the bid amount for the crop year i.e. for 2024 within 7 days of issue of ratification order.

10. All payments towards security deposit and royalty/lease value shall be made in shape of Account Payee bank draft drawn in favour of "Odisha Forest Development Corporation Limited" on any Nationalized Bank payable at Divisional Headquarter. The bidder/Lease holder's name with the name of Division and plantation lot number should be mentioned on the backside of the Banker's Cheque/ Pay Order/ DCR.

11. In the event of failure to deposit the security deposit as well as bid amount as stipulated in clause No. 6 and 9 the Odisha Forest Development Corporation Limited will be at liberty to forfeit the EMD/ security deposit and part royalty/ lease rent paid if any without issuing any show cause notice to the bidder/Lease holder and without assigning any reason thereof. The forfeiture of earnest money deposit/security deposit/ part royalty/lease rent shall be treated as final and conclusive and the Corporation shall be at liberty to re-lease the lot in any manner or working departmentally as deemed expedient.

Such a bidder/Lease holder will be treated as defaulter and shall not be allowed to take part in subsequent sales/leasing out of the lot for two years.

12. No complaint from the bidder/Lease holder will be entertained regarding his ignorance of conditions of the auction after issue of acceptance order in his favour.

13. The successful bidder/Lease holder after depositing the lease rent/royalty for 2024 crop shall have to execute an agreement on stamp paper worth Rs. 10/- (Rupees Ten only) with the concerned Divisional Manager, OFDC Ltd in the prescribed form, failing which the sale will be cancelled and the Security Deposit as well as lease rent will be forfeited to OFDC Ltd. After execution of agreement, work order would be issued by the Divisional Manager for 2024 crop. On receipt of the work order, the bidder/Lease holder 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 cashewnuts collection. If the bidder/Lease holder fails to take delivery of lot within seven days as above, then the bid will be cancelled and the lot will again be leased at the risk of the bidder/Lease holder with forfeiture of all deposits.

Watch and ward of the crop and other trees standing there with against theft and damage is the entire responsibility of the bidder/Lease holder after the work order is issued.

14. Legal action including cancellation of lease shall be taken against the bidder/Lease holder if he/she or his/ her representatives enter into the lot and collect the cashewnuts without full payment or execution of agreement or without taking delivery of the lot. The Corporation further reserves the right to take legal action for criminal trespass, unauthorized entry by the bidder/Lease holder or his /her authorized representative(s). In no case the successful bidder/Lease holder or his / her authorized representative(s) shall commence any work in the lot before payment of full royalty/lease rent within the stipulated period, without signing the agreement, without obtaining work order and taking delivery of the lot.

After taking delivery of the lot, bidder/Lease holder shall commence crop protection work against pests, diseases and 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. Joint inspection of Divisional Manager/ Deputy Divisional Manager(DDM)/ Sub-Divisional Manager (SDM) and the successful bidder/Lease holder shall be taken to assess the crop maintenance work done being satisfactory.

In the event of failure of proper maintenance of plantation as stipulated above, OFDC Ltd will be at liberty to forfeit SD and bid amount after giving an opportunity to bidder/Lease holder of being heard in 10 days, and thereafter to lease the lot in any manner as deemed proper expeditiously at the risk of bidder/Lease holder.

15. No complaint regarding shortfall in the yield on account of natural calamities, change in area, number of trees, forcible collection and obstruction by others etc. and claim for refund of royalty/lease rent in part or full on account of the same will be entertained.

16. The contract period of the lot shall be from the date of agreement to obtain license/ work order till 31st July, 2024. Work order shall be issued for one crop year. No extension of time of contract or working period will be granted under any circumstances.

17. The bidder/Lease holder after completion of harvesting of the crop from the lot shall intimate the concerned SDM/ DDM in writing for inspection of the lot at least seven days in advance, if such a date is earlier than the expiry of the contract period. After receiving such intimation from the bidder/Lease holder, the lot will be inspected by the SDM/ DDM concerned to assess the damages. If any damage will be noticed, then the compensation amount shall be recovered from the security deposit of the bidder/Lease holder.

18. The bidder/Lease holder will be allowed to build temporary shed inside the plantation for watching the plantation and or to store raw cashewnuts collected from the area without damaging any trees. Such stores and temporary sheds will be kept open for inspection at any time by the staff of OFDC Ltd. The bidder/Lease holder 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 Cashewnuts) each day. No lifting of cashewnuts should be made from the lot without joint signatures in the stock register by the authorized representative of the bidder/Lease holder and OFDC Ltd staff.

19. Failure to deposit the royalty/lease rent, 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.

20. Any dues of OFDC Ltd including the tax liability if any against the lot 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 or by any other method under law.

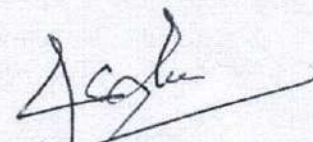
21. In case of any dispute arising about this sale/lease, it shall be referred to the Director (Operation) OFDC Ltd, Head office, Bhubaneswar, who will work as Arbitrator and whose decision shall be final and binding on both the parties.

22. It should be expressly understood that calling of bid does not take away the right of OFDC Ltd in any manner to cause lease of the subject matter/ produce of this auction notice in any other method or not to lease it.

23. The contents of the auction notice should be read as part of the terms and conditions of lease and shall also be read as part of the agreement to be executed as per condition No. 13.

24. Any communication sent to the bidder/Lease holder by Registered/Speed Post with which returns undelivered will be treated as received by the bidder/ Lease holder.

25. The agreement and contract for license are non-transferable. Nobody except contractors will be allowed to work even by proxy.
26. OFDC Ltd shall not bear any responsibility legal or otherwise for breach of peace, litigation or any other public vandalism inside the lot during the contract period.
27. a. The defaulters of past years will be debarred from participating in a auction, unless they have cleared the previous dues.
- b. The notified defaulter of past years having not cleared the previous dues but taking part in the auction shall invite for feature of their deposits with non-acceptance of their offer.
28. The successful bidders/leaseholder shall furnish up to date Income Tax/GST clearance/non-assessment certificates as the case may be from competent authority at the time of release of security deposit.
29. Security Deposit shall be released to the bidder/Leaseholder after the Corporation is satisfied that all obligations and formalities on the part of the bidder/Lease holder under the terms of the agreement have been satisfactorily complied with and that no amount is due against him. A clearance certificate will be produced by the bidder/Lease holder from the concerned SDM for release of security.
30. The lease of cashew nuts by way of auction in Orissa on ex-plantation basis will be subject to GST/ any other admissible taxes as applicable from time to time by the lease holder.
31. Courts at Bhubaneswar as the case may be only will have the jurisdiction over all the litigation 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.
32. The bidder/Lease holder 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.
33. This lease is only to collect cashew nuts with thalamus from the cashew trees located within the lot area. Execution of departmental operations like felling, logging and extraction of trees other than cashew trees and developmental activities will continue as usual in the contract area during the contract period. 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 lease.
34. The bidder/Lease holder while collecting cashew nuts will not damage branches of cashew trees and other trees in the contract area.



Divisional Manager,

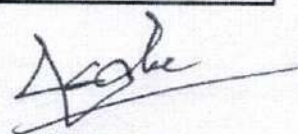
Bhubaneswar (C) Division.

Annexure-II

Division wise List of Cashew Plantation Lots put to Auction Sale for leasing out on 1 year lease basis i.e.2024 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 2024 Crop
1	2	3	4	5	6
BHUBANESWAR (C) DIVISION					
1	01/24	Nalsingh,DPF	52	1978-79	3290
2	08/24	Kunjuri DPF-B	40	1980-81	1036
				2007-08	
3	24/24	Maninag, R.F.	180	1980-81	1131
				2007-08	
4	26/24	Maninag, R.F.	20	1992-93	58
				2007-08	
5	40/24	Naragoda, DPF	20	1985-86	2747
			20	1986-87	
				2006-07	
				2010-11	
6	44/24	Bagheiot, DPF	25	1990-91	2749
7	45/24	Bagheiput, DPF	15	1992-93	1039
8	47/24	Sundarpur, DPF (Bhusandapur)	58	1988-89	5736
			14	2006-07	
			15	2011-12	
9	48/24	Chidia, DPF (Bhusandapur)	40	1988-89	1455
				2007-08	
10	49/24	Bhajagarh, R.L.	40	1988-89	4944
			8	1990-91	
				2007-08	
11	51/24	Phulchhanchuni, DPF (Bhusandapur)	15	1989-90	1028
12	53/24	HandrakholRF (Dhani South)	70	1991-92	1716
13	57/24	Rameswar P-1 DPF	33	1992-93	3300
14	62/24	Chorkhal KF	100	1981-82	217
15	63/24	Hatimunda RF	50	1981-82	104
16	65/24	Gochha RL	125	1988-89	5656
17	66/24	Gochha (Banihari) BRF	75	1988-89	1658
18	67/24	Pankalabadi RL	75	1988-89	3580
19	68/24	Kanjama, K.F.	25	1988-89	1327
20	73/24	Durungi R.L.	25	1989-90	212
21	76/24	Phampuni RL	50	1990-91	1045
22	79/24	Bhabasara RL	50	1990-91	477
23	81/24	Komanda R.L.	40	1991-92	832
24	83/24	Kumbhipalli RL	110	1991-92	275
25	85/24	Kodalapalli, R.L.	30	1991-92	1505
26	86/24	Sinduria mushajhari, R.L.	35	1992-93	1054
			15	2011-12	
27	87/24	Mandadiha RL	40	1991-92	4277
28	88/24	Ramaena RL	80	1992-93	1160
29	90/24	Kakudikhola RL	100	1992-93	215
30	102/24	Barunei R.F	100	1988-89	1465
Resale Lots					
1	04/23	Nalsingh DPF	60	1981-82	3143
2	25/22	Maninag RF	95	1981-82	1569
				1988-89	
				1990-91	

3	36/22	Naragoda DPF	193	1982-83	16015
				2011-13	
4	38/22	Naragoda DPF	30	1988-89	3356
				1990-91	
				2009-10	
				2011-12	
5	46/22	Nuapada DPF & Mala DPF	160	1979-80	29801
				1988-89	
				2007-08	
				2008-09	
6	56/23	Rameswar DPF	55	1991-92	8807
				2009-10	
7	58/23	Rameswar DPF	38	1992-92	2850
8	59/22	Bhusandapur DPF	72	1992-93	12288
				2008-09	
9	74/22	Darpanarayanapur	50	1990-91	2082
				2011-12	
10	93/22	Keranga DPF	78	1988-89	7857


 Divisional Manager
 Bhubaneswar(C) Division

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TERMS AND CONDITIONS FOR AUCTION SALE OF CASHEW PLANTATION LOTS OF Berhampur (C) DIVISION FOR 2024 CROP ON ONE YEAR LEASE BASIS

01. Auction sale of unsold/ resale Cashew lots of Berhampur (C) Division will be held on 05.04.2024 commencing from 11 AM at Divisional Headquarters for collection of cashew nuts with thalamus hereinafter referred to as "Cashew nuts" from the plantation lots for one crop year i.e. for 2024 crop, for the period ending 31.7.2024 on payment of full bid amount along with taxes for this purpose. The crop year shall be from the date of agreement to 31st July 2024.

02. The act of bidding in auction will be taken as unreserved and unconditional acceptance of terms & conditions.

03. The intending bidders can inspect the cashew plantation lots hereafter referred to as lot (s) before participating in the Auction. The act of bidding shall be taken as sufficient proof of the fact that the bidders have inspected the lots and being satisfied about the area of the lot, quality of the crop, condition of the plantation, and expected yield etc. No complaint regarding area, plant population, yield, condition of the plantation and damage on account of natural calamities and damages such as tree cutting, theft, diseases etc. shall be entertained from any bidder/Lease holder for grant of any relief by the OFDC Ltd at any point of time after finalization/approval of lease in his/her favour.

04. Intending bidder/Lease holder shall be required to deposit earnest money deposit (EMD) of Rs. 5000/- (Rupees Five thousand only) either in shape of cash or through Account Payee Bank Draft drawn on any Nationalized Bank payable at Divisional Headquarter in favour of "Odisha Forest Development Corporation Limited", and copy of GST Registration certificate, obtained from the competent authority. Non-submission of the same shall disqualify the bid.

05. OFDC Ltd is not bound to accept the highest bid amount and reserves absolute right to accept any bid or reject any or all the bids without assigning any reason thereof. The Corporation also reserves the right to settle / sell or lease out the lot in any manner, it so likes and withdraw the lots from sale or leasing out, if any. Further the OFDC Ltd. also reserves the right to withdraw the sold/leased lot at any stage without assigning any reason thereof.

06. The acceptance of the bid will be communicated to the successful bidders under Registered Post with AD/Speed Post. The successful bidder will have to pay Security Deposit @ 15% of the bid value soon after fall of hammer. In exigencies time up to 5 P.M. of 05.04.24 may be allowed at the discretion of Divisional Manager for payment of Security Deposit. After payment of security deposit, the bid will be ratified.

07. The EMD of the bidder/Lease holder, whose bid is accepted finally, shall be adjusted towards security deposit @ 15% (Fifteen percent) of one year royalty/lease rent. Any extra sum paid towards EMD will be adjusted towards royalty/lease rent or refunded. Security Deposit will be refunded to the bidder/Lease holder after successful completion of contract and on final surrender of the lot.

Contd. to P/- 2.

08. Earnest Money Deposit (EMD) of the unsuccessful bidder/Lease holder shall be refunded at the closing of the auction.

09. The successful bidder/Lease holder shall have to deposit the bid amount for the crop year i.e. for 2024 within 7 days of issue of ratification order.

10. All payments towards security deposit and royalty/lease value shall be made in shape of Account Payee bank draft drawn in favour of "Odisha Forest Development Corporation Limited" on any Nationalized Bank payable at Divisional Headquarter. The bidder/Lease holder's name with the name of Division and plantation lot number should be mentioned on the backside of the Banker's Cheque/ Pay Order/ DCR.

11. In the event of failure to deposit the security deposit as well as bid amount as stipulated in clause No. 6 and 9 the Odisha Forest Development Corporation Limited will be at liberty to forfeit the EMD/ security deposit and part royalty/ lease rent paid if any without issuing any show cause notice to the bidder/Lease holder and without assigning any reason thereof. The forfeiture of earnest money deposit/security deposit/ part royalty/lease rent shall be treated as final and conclusive and the Corporation shall be at liberty to re-lease the lot in any manner or working departmentally as deemed expedient.

Such a bidder/Lease holder will be treated as defaulter and shall not be allowed to take part in subsequent sales/leasing out of the lot for two years.

12. No complaint from the bidder/Lease holder will be entertained regarding his ignorance of conditions of the auction after issue of acceptance order in his favour.

13. The successful bidder/Lease holder after depositing the lease rent/royalty for 2024 crop shall have to execute an agreement on stamp paper worth Rs. 10/- (Rupees Ten only) with the concerned Divisional Manager, OFDC Ltd in the prescribed form, failing which the sale will be cancelled and the Security Deposit as well as lease rent will be forfeited to OFDC Ltd. After execution of agreement, work order would be issued by the Divisional Manager for 2024 crop. On receipt of the work order, the bidder/Lease holder 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 cashewnuts collection. If the bidder/Lease holder fails to take delivery of lot within seven days as above, then the bid will be cancelled and the lot will again be leased at the risk of the bidder/Lease holder with forfeiture of all deposits.

Watch and ward of the crop and other trees standing there with against theft and damage is the entire responsibility of the bidder/Lease holder after the work order is issued.

14. Legal action including cancellation of lease shall be taken against the bidder/Lease holder if he/she or his/ her representatives enter into the lot and collect the cashewnuts without full payment or execution of agreement or without taking delivery of the lot. The Corporation further reserves the right to take legal action for criminal trespass, unauthorized entry by the bidder/Lease holder or his /her authorized representative(s). In no case the successful bidder/Lease holder or his / her authorized representative(s) shall commence any work in the lot before payment of full royalty/lease rent within the stipulated period, without signing the agreement, without obtaining work order and taking delivery of the lot.

After taking delivery of the lot, bidder/Lease holder shall commence crop protection work against pests, diseases and 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. Joint inspection of Divisional Manager/ Deputy Divisional Manager(DDM)/ Sub-Divisional Manager (SDM) and the successful bidder/Lease holder shall be taken to assess the crop maintenance work done being satisfactory.

Contd. to P/- 3.

In the event of failure of proper maintenance of plantation as stipulated above, OFDC Ltd will be at liberty to forfeit SD and bid amount after giving an opportunity to bidder/Lease holder of being heard in 10 days, and thereafter to lease the lot in any manner as deemed proper expeditiously at the risk of bidder/Lease holder.

15. No complaint regarding shortfall in the yield on account of natural calamities, change in area, number of trees, forcible collection and obstruction by others etc. and claim for refund of royalty/lease rent in part or full on account of the same will be entertained.

16. The contract period of the lot shall be from the date of agreement to obtain license/ work order till 31st July, 2024. Work order shall be issued for one crop year. No extension of time of contract or working period will be granted under any circumstances.

17. The bidder/Lease holder after completion of harvesting of the crop from the lot shall intimate the concerned SDM/ DDM in writing for inspection of the lot at least seven days in advance, if such a date is earlier than the expiry of the contract period. After receiving such intimation from the bidder/Lease holder, the lot will be inspected by the SDM/ DDM concerned to assess the damages. If any damage will be noticed, then the compensation amount shall be recovered from the security deposit of the bidder/Lease holder.

18. The bidder/Lease holder will be allowed to build temporary shed inside the plantation for watching the plantation and or to store raw cashewnuts collected from the area without damaging any trees. Such stores and temporary sheds will be kept open for inspection at any time by the staff of OFDC Ltd. The bidder/Lease holder 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 Cashewnuts) each day. No lifting of cashewnuts should be made from the lot without joint signatures in the stock register by the authorized representative of the bidder/Lease holder and OFDC Ltd staff.

19. Failure to deposit the royalty/lease rent, 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.

20. Any dues of OFDC Ltd including the tax liability if any against the lot 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 or by any other method under law.

21. In case of any dispute arising about this sale/lease, it shall be referred to the Director (Operation) OFDC Ltd, Head office, Bhubaneswar, who will work as Arbitrator and whose decision shall be final and binding on both the parties.

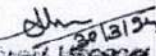
22. It should be expressly understood that calling of bid does not take away the right of OFDC Ltd in any manner to cause lease of the subject matter/ produce of this auction notice in any other method or not to lease it.

23. The contents of the auction notice should be read as part of the terms and conditions of lease and shall also be read as part of the agreement to be executed as per condition No. 13.

24. Any communication sent to the bidder/Lease holder by Registered/Speed Post with which returns undelivered will be treated as received by the bidder/ Lease holder.

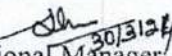
Contd. to P/- 4.

25. The agreement and contract for license are non-transferable. Nobody except contractors will be allowed to work even by proxy.
26. OFDC Ltd shall not bear any responsibility legal or otherwise for breach of peace, litigation or any other public vandalism inside the lot during the contract period.
27. a. The defaulters of past years will be debarred from participating in a auction, unless they have cleared the previous dues.
- b. The notified defaulter of past years having not cleared the previous dues but taking part in the auction shall invite forfeiture of their deposits with non-acceptance of their offer.
28. The successful bidders/lease holder shall furnish up to date Income Tax/GST clearance/non-assessment certificates as the case may be from competent authority at the time of release of security deposit.
29. Security Deposit shall be released to the bidder/Lease holder after the Corporation is satisfied that all obligations and formalities on the part of the bidder/Lease holder under the terms of the agreement have been satisfactorily complied with and that no amount is due against him. A clearance certificate will be produced by the bidder/Lease holder from the concerned SDM for release of security.
30. The lease of cashewnuts by way of auction in Orissa on ex-plantation basis will be subject to GST/ any other admissible taxes as applicable from time to time by the lease holder.
31. Courts at Bhubaneswar as the case may be only will have the jurisdiction over all the litigation 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.
32. The bidder/Lease holder 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.
33. This lease is only to collect cashewnuts with thalamus from the cashew trees located within the lot area. Execution of departmental operations like felling, logging and extraction of trees other than cashew trees and developmental activities will continue as usual in the contract area during the contract period. 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 lease.
34. The bidder/Lease holder while collecting cashew nuts will not damage branches of cashew trees and other trees in the contract area.


20/12/24
Director, Orissa Forest Development Corporation Ltd
Bhubaneswar (O) Advisor

**Lot List of Cashew Plantation lots of Berhampur(C)Division to be leased out
for 1years i.e 2024crop put to Auction Sale on 05.04.2024**

Sl No.	Lot No.	Name of the Plantation Lots	Year of Plantation/ Replantation	Area (in Ha)	Approx. No of trees to be leased out during 2024, 2025 & 2026 crop
1	2	3	4	5	6
1	7 & 35/24	Bhalery-I & II (A) Mix	80-81 90-91	140 20	9540
2	08/24	Sahakhola-III	80-81	46	1102
3	11/24	Sahakhola-IV	81-82	28	1065
4	12/24	Sahakhola-V	81-82	72	2403
5	14/24	Bhallery -II	81-82	160	8433
6	16/24	Bhallery -III	81-82	300	23088
7	22/24	Sahakhola-VI & Gap Plantation	88-89 08-09	54 35	363
8	29/24	Bhallery -II MIX	89-90	180	360
9	30 & 36/24	Kumaripari-IV & Kumaripari- II-A Mix	89-90 90-91	68	1057
10	31/24	Khaladi-I Mix	90-91	130	815
11	40/24	Kendupata Mix & Gap Plantation	91-92 08-09	53	1090
12	42/24	Khaladi Mix	91-92	125	1372
13	43/24	Badaghati-I	78-79	60	300
14	59/24	Mathakholo & Gap Plantation	81-82 07-08	80 15	105
15	61/24	Badampalli & Gap Plantation	86-87 06-07	100	990
16	64/24	Badampalli & Gap Plantation	87-88 06-07	95	3202
17	71/24	Ranibar Mix	88-89	20	250
18	77/24	Bugal Mix	89-90	20	220
19	81/24	Manika Mix	90-91	40	25
<u>Re-Sale Lot</u>					
1	45/22	Jhinkiria & Gap Plantation	78-79 07-08	68	568


 Divisional Manager
 Berhampur(C)Division