



**TERMS AND CONDITIONS FOR AUCTION SALE OF CASHEW PLANTATION LOTS OF
BHANJANAGAR (C) DIVISION FOR 2026 CROP ON ONE YEAR BASIS**

01. Auction sale of unsold/ resale Cashew lots of Bhanjanagar (C) Division will be held on Dated. 25.03.2026 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 2026 crop, for the period ending 31.07.2026 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 2026.
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 for grant of any relief by the OFDC Ltd at any point of time after finalization/approval of sale in his/her favour.
04. Intending bidder 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 the lot in any manner, it so likes and withdraw the lots from sale, if any. Further the OFDC Ltd. also reserves the right to withdraw the sold 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 2.00 P.M. of 25.03.2026 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, whose bid is accepted finally, shall be adjusted towards security deposit @ 15% (Fifteen percent) of one year sale value. Any extra sum paid towards EMD will be adjusted towards sale value or refunded. Security Deposit will be refunded to the bidder after successful completion of contract and on final surrender of the lot.

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

09. The successful bidder shall have to deposit the bid amount for the crop year i.e. for 2026 within 7 days of issue of ratification order.

10. All payments towards security deposit and sale 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'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 sale value paid if any without issuing any show cause notice to the bidder and without assigning any reason thereof. The forfeiture of earnest money deposit/security deposit/ part sale value shall be treated as final and conclusive and the Corporation shall be at liberty to re-sale the lot in any manner or working departmentally as deemed expedient.

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

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

13. The successful bidder after depositing the sale value for 2026 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 sale value will be forfeited to OFDC Ltd. After execution of agreement, work order would be issued by the Divisional Manager for 2026 crop. On receipt of the work order, the bidder 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 fails to take delivery of lot within seven days as above, then the bid will be cancelled and the lot will again put to resale at the risk of the bidder 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 after the work order is issued.

14. Legal action including cancellation of sale shall be taken against the bidder 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 or his /her authorized representative(s). In no case the successful bidder or his / her authorized representative(s) shall commence any work in the lot before payment of full sale value within the stipulated period, without signing the agreement, without obtaining work order and taking delivery of the lot.

Contd. to P/- 3.

After taking delivery of the lot, bidder 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 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 of being heard in 10 days, and thereafter to resale the lot in any manner as deemed proper expeditiously at the risk of bidder.

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 sale value 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, 2026. 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 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, 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.

18. The bidder 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 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 and OFDC Ltd staff.

19. Failure to deposit the sale value, 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, 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 sale of the subject matter/ produce of this auction notice in any other method or not to sale it.

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

Contd. to P/- 4.



24. Any communication sent to the bidder by Registered/Speed Post with which returns undelivered will be treated as received by the bidder.
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 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 after the Corporation is satisfied that all obligations and formalities on the part of the bidder 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 from the concerned SDM for release of security.
30. The sale 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 bidder.
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 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 sale 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 sale.
34. The bidder while collecting cashew nuts will not damage branches of cashew trees and other trees in the contract area.

MP 12/3/26
Divisional Manager,
Bhanjanagar (C) Division.

Annexure-I

Sl. No.	Lot No.	Name of the Plantation Lots	Area (in Ha)	Year of Plantation/ Replantation	Approx. No. of trees available for sale during 2026, 2027 & 2028 Crop
1	2	3	4	5	6
BHANJANAGAR (C) DIVISION					
1	86/26	Malati	230	1979-80	948
2	87/26	KumarsuniMix	62	1979-80	47
3	88/26	Tangarai	114	1979-80	1045
4	91/26	Binodia	60	1980-81	210
5	92/26	KumarsuniMix	10	1980-81	130
6	94/26	Malati Gap	80	1981-82	1388
7	97/26	Baghua	15	1988-89	125
8	99/26	Ambadabana	80	1988-89	550
9	100/26	Badadanda	50	1989-90	723
10	103/26	Ambadaban Gap	60	1990-91	1395
11	108/26	Ambadaban Mix	65	1988-89	40
12	111/26	KumarsuniMix	30	1990-91	22
13	112/26	Ambadaban Mix	20	1991-92	436

[Signature] 12/3/26
Divisional Manager
Bhanjanagar (C) Division