



# **ODISHA STATE CASHEW DEVELOPMENT CORPORATION LTD. BHUBANESWAR**

## **TERMS AND CONDITIONS OF AUCTION**

### **I . LIST OF DOCUMENTS TO BE UPLOADED**

- a) Details of bidder as per Performa No. I
- b) Application Fee : **Rs.1180** /- (including GST) (non-refundable) in the form of Demand Draft of any Nationalized or Scheduled Bank drawn in the favour of "**Odisha State Cashew Development Corporation Ltd**", Payable at Bhubaneswar.
- c) EMD for each plantation mentioned against it to be paid in shape of demand draft of any Nationalized Bank/Schedule Bank in the favour of "**Odisha State Cashew Development Corporation Ltd**", Payable at Bhubaneswar.
- d) Shop & Establishment Act OR Company Registration Certificate (if any) or partnership registration certificate or LLP certificate.

Note:- All above documents are required to be uploaded on the system duly scanned. However Original Demand Drafts towards the Application fee and E.M.D. along with application should be sent to the office of the Divisional Manager, Khordha/ Jajpur/ Dhenkanal/ Mayurbhanj Division, Odisha State Cashew Development Corporation Ltd, Bhubaneswar , on or before **17.01.2024 (18:00 Hrs)**

The bidder who fails to submit the original Demand draft towards Application fee and E.M.D. as mentioned above in due date will not be considered for Scrutiny. Further, any delay on the part of postal authority or courier if any will not be considered.

### **II TERMS & CONDITIONS.**

#### **A) General :**

- 1. Bidders shall have to make one time enrolment on e-auction site ***www.eauction .gov.in***
- 2. For enrolment on the website, bidders shall have to register their Digital Signature Certificate.
- 3. Bidders shall upload scanned copies of Application fee, EMD along with personal details on specified site ***www.eauction .gov.in***
- 4. The bidder shall have to submit the application document online well in advance before the prescribed time and also need to send the documents to the office of the Divisional Manager of the concerned division by Speed Post or Courier.

5. A bidder after enrolment may participate in any number of plantations by submission of separate Application fee and EMD against that plantation mentioned in the website .
6. Any change in Auction schedule or Auction terms & conditions shall be available online on e-Auction website. OSCDC shall not be responsible for ignorance of bidder to see updated website.
7. The bidder shall see that the bid document/bid submitted should be free from virus & if the document can't be opened during auction opening, the bidder enrolment/bid is liable to be rejected.
8. After scrutiny of bidder's document, only approved bidder will be allowed to participate in live e-auction process.
9. Bidder should log into the site well in advance for bid, submission so that he/she submits the bid in time i.e. on or before the bid submission end time. The bidder shall only be responsible for any delay due to other issues whatsoever it may be.
10. The e-Auction shall be opened for the period from 10.00 am to 05:00PM of the prescribed dates.
11. OSCDC will not be responsible for any kind of failure of network & computer from bidder's side.
12. If any bid is received during the last 5 min. before scheduled close of auction for any source, its closing time will get automatically extended by 5 min from the time of last bid in order to give all the bidders equal chance to revise their bid. ***Bidding will close for a particular source either at the scheduled close time or till there will be a period of 5 minute. in which no bid is recorded for the source, whichever happens late.***
13. The Cashew plantations shall be disposed off in "AS IS WHERE IS " basis. It is expressly understood that the bidder is fully satisfied himself/herself regarding the quality, quantity & condition of Cashew plantations before bidding. It is presumed that the bidder is fully aware of the cashew plantation single/lot put to auction and no complaint whatsoever will be entertained after the bid is made.
14. Bidder shall be considered for scrutiny only if required application fee and EMD in original is deposited within prescribed time limit in the office of the Divisional Manager of the concerned division, Odisha State Cashew Development Corporation Ltd, Bhubaneswar and other documents mentioned in Sr.No.3 above by Speed Post or Courier.
15. The identity of the bidder will remain masked till finalisation of the Bid.
16. Original Documents, if asked by the Managing Director/Divisional Manager, Odisha State Cashew Development Corporation Ltd, Bhubaneswar, should be produced immediately by the bidder.
17. No bidder shall be exempted from payment of E.M.D. Bid submitted without E.M.D. will not be accepted.

18. **ACCEPTANCE OF e -APPLICATION** : Acceptance of application through e-auction will rest with the authority, who reserves the right to reject any or all e-application without assigning any reasons. The acceptance of e-Application may be intimated to the bidder through their registered email. Such intimation shall be deemed to be an intimation of acceptance of e-application. The Applicant whose offer is accepted will have to execute the deed of agreement within 7 days of being notified to do so and shall abide by all the rules and regulations and special conditions enumerated therein or attached therewith.
19. The bid shall remain valid up to 31st May 2024.
20. Any change in auction notice or its cancellation is unquestionable.
21. Conditional Auction is not acceptable.
22. Bidder/firm bidding less value than upset price is not acceptable.
23. ***In case of single bid, if the bidder concerned will not quote the offer price after uploading and submission of their valid documents, his/her EMD will be forfeited without any notice .***
24. MD,OSCDC reserves the right to demand copy of any other documents/ license/ certificate issued by Government authority in favour of bidder if required.
25. MD,OSCDC has the right of cancelling the auction notice & its procedure at any stage.
26. For additional information if required ,the Auction cell ,OSCDC Ltd , Bhubaneswar may be contacted .

**B. TECHNICAL :**

- (a) The intending Applicant(s), before filing the Bid(s), can inspect the cashew plantations/plantation lots on any working day with prior knowledge of the concerned Officer-in-charge of the plantation(s). The act of submitting Bid shall be taken as sufficient proof that the Applicant(s) having inspected the plantation and having been satisfied about the condition of the plantation(s), area, plant population, quality of crop and expected yield, has participated in the Bid and offered the Bid value.
- (b) Odisha State Cashew Development Corporation Ltd. does not owe any responsibility for any subsequent damage on account of natural calamities like fire hazard, hail storm, heavy rain, flood, cyclone and unforeseen weather conditions detrimental to fruit setting etc. and damages such as tree cutting, theft, forcible collection and disease etc. Further complaints, if any regarding condition of the plantation, area, plant population and yield condition shall not be entertained from any applicant at any point of time after submission of Bid application.
- (c) The applicant shall abide by the provisions of any other Laws, Acts, Rules and Regulations in force relating to the advance sale of cashew nuts in the concerned plantation area.
- (d) The Corporation reserves the right to cancel the advance sale of cashew nuts at any time unilaterally and take over possession of the plantation in status-quo-ante condition at the time of taking over possession due to unforeseen circumstances so arise and Government decisions, if any on acquisition of the land in the interest of the State. The cancellation of advance sale of

cashew nuts shall be treated as final and conclusive and complaints, if any from the Bid Holder shall not be entertained and the Corporation shall not be liable to pay any compensation, if any claimed by the Bid Holder in this regard. In this case, the Corporation is liable to refund only the balance amount along with the Security amount deposited by the Bid Holder after due assessment following the terms and conditions of Bid.

## **2. SETTLEMENT OF PLANTATION:**

- (a) Earnest Money Deposits (**E.M.D.**) of the unsuccessful Applicants shall be refunded on proper acknowledgement soon after declaration of the result.
- (b) In case of the successful Applicant he / she has to pay 3 months' wages of the existing watch & ward personnel engaged in the plantation as per the rates of minimum wages prescribed by the Government being paid by the Corporation and Provident Fund dues @ 12% of the wages for both employee and employer share of the watch & ward personnel of the plantation and 5% of the accepted bid value as Security Deposit. The Security Deposit shall be interest free which will be refunded after handing over the plantation by the successful Applicant in status-quo-ante condition at the time of taking over possession within the scheduled period and after receipt of clearance report from the concerned Divisional Manager / Assistant Manager. If any damage has been caused to the plantation during the period of advance sale of cashew nuts, the cost shall be deducted from the Security Deposit after due assessment.
- (c) No complaint from the Applicant will be entertained regarding his/her ignorance of the terms and conditions of Bid after acceptance of Bid.
- (d) Any communication sent to the Applicant by registered post as per the address given by him/her in the Bid application if returned back undelivered will be treated as received by the Applicant.

## **3. MODE OF PAYMENT:**

- (a) The Applicant whose offer is accepted has to deposit accepted bid offer + 5% GST as per the following schedule;

### **On or before the 7<sup>th</sup> day from the date of acceptance Bid**

- 100% (One Hundred Percent) amount of the total accepted bid offer + 5% GST as calculated by the Corporation deducting the Earnest Money Deposit submitted along with the Bid auction
- 3 (three) months wages of the existing Watch & Ward personnel as shown against each plantation in the Bid list as Security Deposit.
- Security Deposit @ 5% (five percent) of the accepted bid offer.
- Provident Fund dues @ 12% (twelve percent) of the wages of the existing Watch & Ward personnel as shown against each plantation in the Bid list for both employee and employer share for the period from the month of Bid to 31<sup>st</sup> May 2024.

In case of failure on the part of the Applicant to deposit the dues within **seven** days, his / her Earnest Money Deposit shall be forfeited without issue of any show cause notice to him/her by the Corporation and no complaint from the Applicant will be entertained regarding his/her lack of knowledge of the rules or the acceptance of the Bid offer. The forfeiture of Earnest Money

Deposits shall be treated as final and conclusive and the Corporation shall be at liberty to settle the plantation/plantation lot in any manner as deemed proper and expedient at the risk of the Applicant.

- (b) For security and safeguard of the plantation/plantation lot, the successful Applicant will ensure continuity of the existing Watch & Ward personnel of the Corporation and make regular payment of wages to them for the days he/they actually worked as per the rates prescribed by the Government being paid by the Corporation during the period of advance sale of cashew nuts by deducting 12% percent of such wages as employee share of provident fund dues (the amount already deposited by the successful Applicant in advance with the Corporation for depositing in Provident Fund Authority) every month in the Attendance-cum-Pay Slip in duplicate. He/ She will keep the duplicate paid slip and shall furnish the original paid slip to the concerned Divisional Manager/Assistant Manager through the Plantation In-charge by 3<sup>rd</sup> day of every succeeding month regularly who in turn shall submit the same with his seal and signature to the Head Office of the Corporation towards depositing their statutory provident fund dues with the Provident Fund Authority from the amount already deposited by the successful Applicant in advance for the purpose. It is mandatory on part of the successful Applicant to make payment of wages to the existing Watch & Ward personnel of the Corporation every month regularly against their actual working days during the month in the prescribed Attendance-cum-Pay Slip. In case, the successful Applicant does not submit the Attendance-cum-Pay Slip in the stipulated time, it will be presumed that the existing Watch & Ward personnel have worked full period of the month excluding four paid holidays and the wages will be calculated accordingly and paid to him/them from the amount deposited by the successful Applicant towards Security Deposit. In case of any dispute on continuity of the existing Watch & Ward personnel, the Corporation shall be at liberty to take decision in this regard as deemed proper and expedient as per rule.
- (c) Due to whatsoever reason, if the Watch & Ward personnel engaged by the Corporation in the plantation/plantation lot is /are not willing to work under the successful Applicant during the period of advance sale of right to pluck raw cashew nuts, then the concerned Watch & Ward personnel shall have to give an undertaking in writing to this effect with sufficient reasons and submit the same to the concerned Divisional/ Assistant Manager through the Plantation In-charge within the scheduled period of deposit of final payment of dues for necessary consideration towards allowing the Applicant to be exempted from depositing 3 months' wages and Provident Fund dues of such Watch & Ward personnel. In such event, the concerned Watch & Ward personnel shall not be eligible to get his / their wages and other dues arising out of it from the Corporation on the basis of "No work, No pay" from the date of issue of Work Order till he / they resume duty after handing over possession of the plantation by the Applicant. The Corporation shall not be held responsible in any manner in respect of any claim whatsoever as referred to above.

## **5. POSSESSION FORMALITIES:**

- (a) Within seven days from the date of acceptance of his/her Bid offer, the successful Applicant has to pay full bid value +5% GST , wages of the existing watch & ward personnel for 3 months along with Provident Fund dues and 5% of bid value as Security Deposit in shape of Bank Draft only and shall execute the Deed of Agreement with the Corporation in the prescribed Deed of Agreement format in Stamp paper of Rs.20/- on the date of final deposit and obtain Work Order-cum-Possession handing over document on the same day positively. The Work Order-cum-Possession handing over document issued in favour of the successful Applicant will be treated as taken over possession of the plantation.

- (b) The period of advance sale of cashew nuts shall commence from the date of issue of the Work Order-cum-possession handing over document and shall remain in force up to 31<sup>st</sup> May, 2024 or till the time of completion of harvesting of raw cashew nuts whichever is earlier.
- (c) It is the exclusive responsibility of the successful Applicant to execute the Deed of Agreement and obtain Work Order-cum-Possession handing over document within seven days from the date of acceptance of his/her bid value positively. In the event of his / her failure to do so, the Corporation reserves the right to forfeit the total deposited amount of the successful Applicant and dispose of the plantation in the manner as deemed proper and expedient at the risk of the Applicant.
- (b) No Applicant(s) shall accrue any right or title of possession over the plantation(s) except usufructuary right for collecting raw cashew nuts.
- (e) The Applicant shall be solely responsible for payment of wages and other dues to his/her personnel deployed in the plantation during the period of advance sale of cashew nuts. The Corporation shall not be held responsible in any manner in respect of any claim whatsoever as referred to above.
- (f) The Applicant shall report occurrence of all accidents of his/her personnel deployed in the plantation arising in the course of work and shall effect payment of compensation as per the Workmen's Compensation Act, 1923 as amended from time to time within the prescribed time limit. The Corporation shall not be held responsible in any manner in respect of any claim whatsoever as referred to above.
- (g) Failure to deposit the Bid value, violation of terms and conditions as well as non-execution of agreement and non-maintenance of the plantation on the part of the Applicant shall be treated as breach of contract and will entail termination of the contract and forfeiture of the entire amount already deposited including the Security Deposit

## **6. MAINTAINANCE OF PLANTATION:**

- (a) The Bid Holder shall not at any time during the said term pull down, damage, cut down or destroy any tree from the existing plantation/plantation lot.
- (b) In case any cutting of trees or encroachment of land by outsiders inside the plantation/plantation lot during the period of grant is noticed, the Corporation will be at liberty to cancel the agreement at any time and the Bid Holder will have no right to operate in the plantation/plantation lot area. In such case, the security amount and bid value deposited ,if any, by the Bid Holder shall be forfeited. In case, it is found that the cost of damage assessed and determined by the Corporation is more than the forfeited amount, the Corporation will file a civil suit for recovery of the balance amount from the Bid Holder. The Bid Holder shall also be liable to pay additional compensation on account of litigation. The Corporation shall have also right to file criminal case against Bid Holder for criminal breach of trust.
- (c) The Bid Holder shall not sublet, transfer or part with possession of the scheduled plantation/plantation lot or any part thereof in favour of any person nor shall he/she claim any right and interest to the land, permanent structures and other assets of the Corporation comprised on the land and the plantation/plantation lot except the right to pluck and remove raw cashew nuts within the period of grant of advance sale of cashew nuts.

- (d) The Bid Holder is at liberty to insure the crops during the period of advance sale of cashew nuts on his/her own motion.
- (e) The Bid Holder shall be solely responsible for any damage or loss caused to the plantation/plantation lot, land and any other assets of the plantation/plantation lot during the period of advance sale of cashew nuts. If any loss or damage caused to the cashew trees, the land or any other assets of the plantation/plantation lot is noticed, the Corporation will be at liberty to cancel the agreement at any time without any notice and the Security amounts deposited by the Bid Holder shall be forfeited to recoup the damage or loss. The Corporation shall take over possession of the plantation/plantation lot from the date of forfeiture. Thereafter the Bid Holder will have no right to operate in the plantation/plantation lot area. In case, it is found that the cost of damage/loss assessed and determined by the Corporation is more than the forfeited amount, the Bid Holder shall have to deposit the differential damage cost within a certain period to be fixed by the Corporation for the purpose. Failing which, the Corporation will file a civil suit for recovery of the balance amount from the Bid Holder. The Bid Holder shall also be liable to pay additional compensation on account of litigation. The Corporation shall have also right to file criminal case against the Bid Holder for criminal breach of trust.
- (f) The Corporation or the authorized officials of the Corporation shall have full right to enter, inspect, measure or to do any such other act including cultural operations and maintenance work that may be considered reasonable and necessary by the Corporation in the interest of the preservation of the plantation/plantation lot.
- (g) The Corporation or the authorized officials of the Corporation may take up census of the plantation/plantation lot as and when deemed considered and the Bid Holder shall be present at the time of counting and shall put his/her signature in the report after completion of the census.
- (h) The Corporation regularly goes for replanting programme in their plantations. Hence, the Corporation reserves the right to go for such replanting programme or raising new plantation inside the vacant places of the plantation. Safe-upkeep of the new plantation would be responsibility of the Bid Holder concerned.
- (i) If the Bid Holder, due to any reasons whatsoever, fails to operate in the area either in part or whole during the period of advance sale of cashew nuts, she/he shall not be entitled to get refund of any money on that ground.
- (j) In the event of breach of any of the covenants herein contained, the Corporation shall without any prior notice shall revoke the right to pluck raw cashewnuts and shall take over possession of the plantation *suo moto* without any liability to pay any compensation whatsoever to the Bid Holder thereof or otherwise.

**7. TAX LIABILITY:**

*The Bid Holder is fully liable and responsible for payment of tax/ revised tax from time to time during period of contract if any, in respect of raw cashew nuts collected from the plantation to the appropriate authority as per the provisions of law and responsible for its transportation at his / her own arrangement.*

**8. MODE OF REFUND OF SECURITY DEPOSIT:**

In no circumstances, the Bid amount is refundable to the Bid Holder. Only the security amount deposited by the Bid Holder which is interest free will be released cashew nuts after handing over possession of the plantation within the scheduled period and after receipt of clearance report from the concerned Divisional Manager/Assistant Manager. The Corporation shall released the Security Deposits on being satisfied that all obligations and formalities on the part of the Bid Holder under the terms of agreement have been satisfactorily complied with and that no amount is due against him/her. The successful Applicant who becomes the 'Bid Holder' is required to hand over the plantation after full collection of raw cashew nuts after completion of advance sale cashew nuts period i.e. **on or before 31.05.2024** or immediately after harvesting whichever is earlier in status-quo-ante condition at the time of taking over possession to the Plantation Supervisor in charge of the said plantation in the prescribed proforma. The Bid Holder after completion of harvesting of the crop from the plantation shall intimate the Plantation Supervisor in charge of the plantation in writing for inspection of the plantation at least seven days in advance if such a date is earlier than the expiry of the advance sale of cashew nuts period. After receiving such intimation from the Bid Holder, the plantation will be inspected by the concerned Plantation Supervisor and Divisional Manager/Assistant Manager or designated field official of the Corporation to assess the damages, if any. If any damage/loss has been caused to the plantation during the period of advance sale of raw cashew nuts, the cost shall be deducted from the Security Deposit after due assessment by the Corporation. In case, it is found that the cost of damage/loss assessed and determined by the Corporation is more than the Security Deposit amount, the successful Applicant shall have to deposit the differential damage cost within a certain period to be fixed by the Corporation for the purpose. Failing which, the Corporation will be at liberty to file a civil suit for recovery of the differential amount from the Applicant. The Applicant shall be liable to pay additional compensation on account of litigation. The Corporation shall also have right to file criminal case against the Applicant for criminal breach of trust.

**8. LEGAL:**

All legal proceedings of civil nature in connection with or arising out of this agreement should be instituted in appropriate courts at Bhubaneswar only and it shall not be open to either bidder to the agreement to bring any suit in regard to the agreement at any place outside Bhubaneswar.



**PROFORMA NO. I**

1. (a) Name of the plantation/Lot :.....

(b) Name of Division : .....

2. Full Name of the Applicant.....

3. Father's / Husband's Name.....

4. Photo copy of ADHAR Card .....

5. Copy of PAN card : .....

6. Copy of GSTIN if any : .....

7. Permanent Address AT-..... PO : .....

P.S.-..... Dist :.....

Pin.-..... Mobile No.....

e-mail-.....

8. Communication Address : AT-..... PO : .....

P.S.-..... Dist :.....

Pin.-..... Mobile No.....

E - mail-.....

9. **Bank Account details of the Applicant .**

Account type \_\_\_\_\_ Name of the Account Holder \_\_\_\_\_

Account Number \_\_\_\_\_ IFSC Code \_\_\_\_\_

**10. Details of Bank Draft Auction fee / E.M.D. Amount**

Sl. No.	Name of Bank	D.D. No.	Date	Amount (in Rs.)	Remarks

**DECLARATION OF THE BIDDER**

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant & accept with terms & condition of the e-Auction for Cashew Plantations.

I/we have actually seen the Cashew Plantations single / lot offered in e-Auction and I/we are fully satisfied with the quality, Quantity & condition of available Cashew Plantations e-Auction before bidding.

I/We here by further declare that my/our bid is unconditional in any manner or whatsoever in nature.

**Name & Signature of bidder  
With Stamp**